

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, November 21, 2011
7:00 P.M.

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

MINUTES Minutes from November 7, 2011, November 11, 2011 and November 15, 2011 meetings.

Matters referred to the Committee by the Mayor.
Presentations, Commendations and Awards by the Mayor: Kenosha Downtown Plan
Awards and Commendations from Boards, Commissions, Authorities and Committees.

CITIZENS' COMMENTS

A. REFERRALS

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

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

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. Consider Applications for new Operator's (Bartender) licenses, subject to:
- a. Marie Preble **(20 demerit points)**
 - b. Antonio Diaz **(75 demerit points)**
(L/P – Ayes 5, Nays 0) **HEARING** **PAGES 1-8**
- C.2. **DENY** Applications for a new Operator's (Bartender) license, based on:
- a. Kenneth Duttweiler **(no available backup/police record)**
 - b. Jeremiah Hamilton **(material police record)**
(L/P – Ayes 5, Nays 0) **HEARING** **PAGES 9-14**
- C.3. Consider Application for new Operator's (Taxi Driver's) license:
- a. Rhett Walter **(75 demerit points)**
(L/P – Ayes 5, Nays 0) **HEARING** **PAGES 15-20**
- C.4. Consider _____ Applications for Yearly Cabaret Licenses (2011-2012 Term), with no adverse recommendations per list on file in the Office of the City Clerk.
(L/P – No Recommendation) **HEARING** **AT MEETING**

- C.5. Consider 3 Applications for Class “B” Beer/Class “B” Liquor Licenses (*only two (2) license are available*):
- a. R & V Development, Inc., Robert T. Latessa, Agent, (Brat Stop Too) 5515 6th Avenue (*District #2*) (LP – Ayes 5, Nays 0) **PAGES 21-24**
 - b. Gianni's Restaurant & Lounge, LLC, Marissa Kowal, Agent, 4814 Sheridan Road (*District #2*) (**subject to 20 demerit Points**) (LP – Recommendation Pending) **PAGES 25-28**
 - c. Rustic Ventures, LLC, Valerie Chumbley, Agent, (Rustic Brewing Company) 510 56th Street (*District #2*) (LP – Ayes 5, Nays 0) **PAGES 29-39**

HEARINGS

D. ORDINANCES 1ST READING

- D.1. By Alderperson David F. Bogdala - To Repeal and Create Section 1.01 D. of the Code of General Ordinances Entitled “Aldermanic District Boundaries for the City of Kenosha, Wisconsin based upon the 2010 US Census”. **PAGES 40-42**

E. ZONING ORDINANCES 1ST READING

- E.1. By the Mayor - To Create Subsection 18.02 I. of the Zoning Ordinance to Amend the Comprehensive Plan for the City of Kenosha: 2035. (*Petzke Park*) (*District #1*) (CP - Ayes 8, Nays 0) **PAGES 43-46**
- E.2. By the Mayor - To Rezone properties located east and west of 14th Avenue, north of 31st Street from M-2 Heavy Manufacturing to IP Institutional Park in conformance with Section 10.02 of the Zoning Ordinance. (*Petzke Park*) (*District #1*) (CP - Ayes 8, Nays 0) **PAGES 47-52**

F. ORDINANCES 2ND READING

- F.1. By the Public Safety and Welfare Committee – To Repeal and Recreate Various Sections of Chapter 15 of the Code of General Ordinances Related to Off-Premise Signs (*Deferred from 09/19/2011 & 10/03/2011 & 10/17/2011 & 11/07/2011 meetings*). (PSW – Recommendation Pending) **PUBLIC HEARING ALREADY HELD** **PAGES 53-63**
- F.2. By Alderperson Steve Bostrom - To Repeal Chapter 28 of the Code of General Ordinances for the City of Kenosha, Entitled “Vacant Building Code” in its Entirety. (PSW – No Recommendation, Fin – Recommendation Pending) **PUBLIC HEARING** **PAGES 64-74**
- F.3. By Alderperson Patrick Juliana - To Create Section 1.06 A.A. Of the Code of General Ordinances Entitled “Ethics Board” and to Repeal and Recreate Various Sections of Chapter 30 of the Code of General Ordinances Entitled “Code of Ethics”. (PSW – Ayes 4, Nays 0, SWU – Tabled at 10/12/11 meeting: Ayes 5, Nays 0, PW - No Recommendation: Ayes 6, Nays 0, L/P & Fin – Recommendations Pending) **PUBLIC HEARING** **PAGES 75-86**

- F.4. By Alderpersons David F. Bogdala and Anthony Nudo - To Repeal and Recreate Various Sections of Chapter 30 of the Code of General Ordinances Entitled "Code of Ethics" (Fin - Recommendation Pending)
PUBLIC HEARING **PAGES 87-92**
- F.5. By Alderperson Jesse L. Downing - To Create Section 11.036 E. of the Code of General Ordinances Entitled "Trespass", to Repeal and Recreate Section 11.06 D. Entitled "Carrying Concealed Weapons", and to Create Section 11.065 Entitled "Carrying Firearm in Public Building". (PSW – Ayes 5, Nays 0)
PUBLIC HEARING **PAGES 93-96**
- F.6. By the Mayor - To repeal and recreate Section 1.05 K. as "Department of Community Development and Inspections"; to repeal Section 1.05 N. entitled "Department of Neighborhood Services and Inspections"; to repeal and recreate Sections 1.15 B. and 1.15 C. entitled "Annexation Ordinances Preliminary Reports"; to repeal and recreate Paragraph 17.11 A.7 entitled "Enforcement"; to amend various sections of the Code of General Ordinances to reflect a change in name by substituting "Department of Community Development and Inspections" for the "Department of City Development" and the "Department of Neighborhood Services and Inspections" or similar terminology wherever those phrases appear; and to amend various sections of the Code of General Ordinances to reflect a change in name by substituting "Director of Community Development and Inspections" for "City Planner" or similar terminology wherever *that phrase may appear* (PSW – Ayes: 4, Nays 0; Fin – Recommendation Pending) (*Deferred from 10/17/2011 & 11/07/2011 meetings*).
PUBLIC HEARING ALREADY HELD **PAGES 97-103**

G. ZONING ORDINANCES 2ND READING

- G.1. By the Mayor - To Repeal and Recreate various Sections of the Zoning Ordinance for the City of Kenosha to reflect a change in name by substituting "Department of Community Development and Inspections" for the "Department of City Development" and the "Department of Neighborhood Services and Inspections" or similar terminology wherever those phrases appear; To Amend various Sections of the Zoning Ordinance to reflect a change in name by substituting "Director of Community Development and Inspections" for "City Planner"; To Amend various Sections of the Zoning Ordinance to reflect a change in name by substituting "Department of Community Development and Inspections" for "City Plan Division" or similar terminology wherever those phrases appear; To Amend various Sections of the Zoning Ordinance to replace the terms "Chief of Inspection" and "Zoning Administrator" with "Administrator"; To Amend the following various Sections of the Zoning Ordinance 12.0 B. entitled "Specific Words and Phrases" by replacing "Chief of the Inspection Department" with "Director of the Department of Community Development and Inspections"; To Create a Definition for the "Department of Community Development and Inspections"; To Repeal the Definition of "Division (CPD)"; and To Amend "Review Authority". (CP - Ayes 8; Noes 0) (*Deferred from 10/17/2011 & 11/07/2011 meetings*)
PUBLIC HEARING ALREADY HELD **PAGES 104-109**

H. RESOLUTIONS

- H.1. By the Finance Committee - To Rescind \$160.00 for Unpaid Permit Fees Special Assessment to Jymnea Tungate, 6607 98th Avenue (Parcel #03-122-05-250-777) (Amends Resolution #123-11) (District #17) (Fin - Recommendation Pending) **HEARING** **PAGES 110-113**
- H.2. By the Finance Committee - To Rescind \$172.00 for Erosion Control Reinspection Fees Special Assessment to Matthew & Leanne Lavery, 6833 154th Avenue (Parcel #03-121-03-405-057) (Amends Resolution #125-11) (District #17) (Fin - Recommendation Pending) **HEARING** **PAGES 114-118**
- H.3. By the Finance Committee - To Rescind \$160.00 for Unpaid Permit Fees Special Assessment to Connie Knudtson, 4507 Harrison Road (Parcel #02-122-02-453-001) (Amends Resolution #123-11) (District #15) (Fin - Recommendation Pending) **HEARING** **PAGES 119-125**
- H.4. By the Finance Committee - To Rescind \$280.00 for Unpaid Permit Fees Special Assessment to Firehouse LLC (Carmen Pillizzi), 6820 Sheridan Road (Parcel #05-123-06-432-011) (Amends Resolution #123-11) (District #3) (Fin - Recommendation Pending) **HEARING** **PAGES 126-131**
- H.5. By the Finance Committee - To adopt an Initial Resolution Authorizing the borrowing of Not to Exceed \$3,700,000; Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor; and Levying a Tax in Connection Therewith. (Fin - Recommendation Pending) **PAGE 132**
- H.6. By the Mayor - To Place Special Assessments against Benefited Parcels of Property on the 2011 Real Estate Tax Roll for Delinquent Storm Water Bills in an Amount not to Exceed \$453,033.48. (Fin - Recommendation Pending) **HEARING** **PAGE 133**
- H.7. By the Mayor - To Reorganize Certain Operations of the City of Kenosha with Respect to the Departments of City Development and Neighborhood Services and Inspections and to Subsequently Create the Department of Community Development and Inspections. (PSW & Fin - Recommendations Pending) **PAGES 134-160**

I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

- I.1 Reappointment of Alderman Theodore Ruffalo, to the Lakeshore Business Improvement District Board for a term to expire November 18, 2014.
- I.2 Reappointment of Shawnelle Gross, 4122-32nd Avenue, to the Kenosha Housing Authority for a term to expire July 1, 2016.
- I.3 Appointment of Matthew Hanson, 1720-21st Street, to the Board of Review for a term to expire April 15, 2014. **PAGES 161-169**

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

- K.1. Approval of Lease between City of Kenosha, Wisconsin and the Italian American Society, Inc. for parcel located at 22nd Avenue and 53rd Street (*Parcel# 09-222-36-401-010*). (*District #7*) (PW & Fin – Recommendations Pending) **PAGES 170-173**
- K.2. Approval of Intergovernmental Agreement for the Former Chrysler Engine Plant between the City of Kenosha and the Wisconsin Department of Natural Resources. (*District #10*) (Fin – Recommendation Pending) **PAGES 174-179**
- K.3. Consider the Proposed Settlement Agreement and Release of Litigation regarding Adams Outdoor Advertising v. City of Kenosha, Case No. 10C-776 (*U.S. Federal Court Eastern District of Wisconsin*) (Fin - Recommendation Pending) **PAGES 180-193**
CLOSED SESSION: The Common Council may go into Closed Session regarding this item, pursuant to §19.85(1)(g).
- K.4. Approval of Offering Price for Right-of-way Acquisition for Project 08-1021 39th Avenue Construction (*18th Street to 24th Street*) (*District #5*) (PW & Fin – Recommendations Pending) **PAGES 194-198**

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. Approve Disbursement Record #20 in the amount of \$3,644,445.88. (Fin – Recommendation Pending) **PAGES 199-233**
- L.2. Approve Refund and Waive Administrative Fees for Daily Cabaret License Applications for October 20 and October 21 to Bacchus Billiards, LLC (*Brian D'Angelo, Agent*) located at 5010 - 7th Avenue (*Deep Blues*) (*District #2*). (Fin – Ayes 4, Nays 1) (*Deferred from 11/07/2011 meeting*) **PAGES 234-235**
- L.3. Request to Rescind Certain Fees to Matthew & Leanne Lavery, 6833 154th Avenue (*Parcel #03-121-03-405-057*) (*District #17*) *as follows*:
a. To Rescind Erosion Control Reinspection Fee in the Amount of \$90.00
b. To Rescind Erosion Control Reinspection Fee in the Amount of \$180.00
(Fin – Recommendations Pending) **HEARING PAGES 236-240**
- L.4. Request from Maple Lane, LLC to Rescind a Board-up Fee in the Amount of \$246.12 for Parcel #06-123-18-278-011 (*8750 Sheridan Road*) (*District #9*) (Fin - Recommendation Pending) **HEARING PAGES 241-250**

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- M.1. Approve Final Acceptance of Project 11-1420 Park Field Office Building Tuckpointing (*3617 65th Street*) completed by Custom Restoration, Inc., (*Pewaukee, Wisconsin*), in the amount of \$100,686.92. (*District #11*) (PW – Recommendation Pending, Park Commission – Ayes 4, Nays 0) **PAGE 251**

- M.2. Approve Final Acceptance of Project 11-1027 Epoxy Pavement Markings (*Citywide Locations*) completed by Century Fence Co. (*Pewaukee, Wisconsin*), in the amount of \$91,491.90. (*All Districts*) (PW – Recommendation Pending) **PAGE 252**

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

- O.1. Conditional Use Permit for a 2,862 s.f. restaurant with a drive-thru to be located at 4002 52nd Street. (*Taco Bell*) (*District #10*) (CPC - Ayes 9, Nays 0)
PUBLIC HEARING **PAGES 253-266**
- O.2. Conditional Use Permit for a 1,875 s.f. addition to Aurora Medical Center at 10400 75th Street. (*Aurora Medical Center*) (*District #17*) (CPC - Ayes 9, Nays 0)
PUBLIC HEARING **PAGES 267-278**
- O.3. Conditional Use Permit for a multi-family residential development to be located east of 30th Avenue, north and south of 21st Street. (*Sun Pointe Village*) (*District #5*) (CPC - Ayes 7, Nays 2) **PUBLIC HEARING** **PAGES 279-301**

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

**LEGISLATIVE REPORT
MAYOR'S COMMENTS
ALDERPERSONS' COMMENTS**

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

web site: www.kenosha.org



FOR OFFICE USE ONLY:

License # N690 Issue Date _____

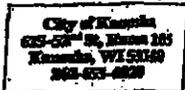
Beverage Course OK HOLD for Beverage Course Initials add

APPLICATION

CITY OF KENOSHA OPERATOR'S (BARTENDER) LICENSE

(\$125.17, Wisconsin Statutes, \$10.02 C. of the City of Kenosha Code of General Ordinances)

FEE: \$75.00 (Type 217)



I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class B, "Class B", Class "A", "Class A" License in the City of Kenosha to and including the 30th day of June, 2013. 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, not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE READ)

Last Name DAZ First Name Antonio MI _____

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

Date of Birth 12-24-1981 Sex M Day Phone # 262-818-8542

Home Address 1915 WEST BLVD.

City/State/Zip RAEDLE WI 53408

Driver's License or State ID Number D200-0008-1464-09

(First indicates the state if this is not a Wisconsin DL or ID)

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

Address of Business Where License is to be Used 6119 22 AVE

Have you, as an adult, ever been convicted of a major crime (felony), a minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin or in any other state, or do you have such a charge pending at this time?

Yes No If Yes, state charge, year offense committed or alleged to be committed, and disposition:

Drug Possession Marijuana Guilty, 1-15-02 Drug Possession Marijuana City, 5-15-02 Drug Possession Marijuana Dismissed, 5-15-02
Drug Possession Marijuana Dismissed, 6-11-02 Drug Possession Marijuana Dismissed, 6-11-02 Drug Delivery Hard Drugs Dismissed, 6-11-02 Drug Delivery
Hard Drugs, 4-11-06 Drug Possession Marijuana City/Reduce, 4-11-06 False ID, q/c Dismissed, P&P Violation, Custody only, 11-11-06 No BL Guilty

Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other state? Yes No If yes, please explain: 10 MONTHS FOR 6-11-02 INCIDENT

NOVA ABOUT 1 DAY FOR 1-10-02 INCIDENT AND 45 days FOR 4-11-06 INCIDENT.

Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state? Yes No If yes, please explain: BECAUSE OF POSSESSION OF DRUGS INSTEAD ON 6-11-02 AND 4-11-06

IN STATE 90'S CAUSE OF TO MANY POINTS

Have you received any traffic citations in Wisconsin or in any other state within the past five years, or do you have any such citations pending? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition: IN MT. PLEASANT FOR SPEEDING & BELT USE IN 2008.

IN 11-14-97 speeding City, 12-23-97 No BL City, 16-2-98 speeding City, 4-21-99 OAR/OAS

and City, 5-22-99 OAR/OAS City, 9-21-99 OAR/OAS City, 11-27-99 speeding City

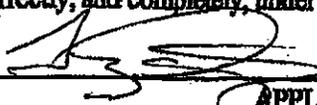
5. Have you, as an adult, been convicted of any state or federal charges, or do you have such charges pending at this time, involving unfair trade practices, unethical conduct, or discrimination? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition: _____

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

UPTOWN PARTY 6119 - 22ND AVE

7. List all addresses at which you have lived in the past five years: 5113 - DISCAYNE AVE #7 ~~RAVENS~~
RAVENS WY 53403, 1915 - WEST BLVD, RACINE WI 53406

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

Signed:  _____
APPLICANT'S SIGNATURE

Date: 10-18-10

APPLICANTS PLEASE READ

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

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

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

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

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

PAGE 2

**Operator (Bartender) License Police Record Report
Applicant Information**

| | | | |
|----------------------|--------------------------|--------------------|----------------|
| Date of Application: | Driver's License Status: | Name of Applicant: | Date of Birth: |
| 10/18/11 | VALID | Antonio Diaz | 12/24/81 |

| | | |
|-----------------------|---|-------------------|
| Address of Applicant: | Business (where license is to be used): | Business Address: |
| 1915 West Blvd | Uptown Pantry | 6119 22nd Ave |

License Number:n690

Expiration Date:06/30/13

| Date of Charge | Offense | Status | Was Offense Listed on Application? (Y/N) | Points |
|----------------|---|--------|--|------------|
| 06-13-02 | APPLICANT HAS FELONY DRUG CONVICTIONS: POSSESS W/INTENT-COCAINE & MANUF/DELIVER COCAINE | GUILTY | Y 2 COUNTS | 100 x 2 |
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |

City Attorney Recommendation:

| | |
|--|-----|
| Offense Demerit Points (above) | 200 |
| Were all Offenses Listed on Application? | Y |
| Total Demerit Points | 200 |

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

City Attorney Comments:



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State of Wisconsin vs. Antonio Diaz

Kenosha County Case Number 2002CF000636

[What is RSS?](#) [RSS](#)

| | | |
|--------------------------------|-----------------------------------|--------------------|
| Filing Date | Case Type | Case Status |
| 06-13-2002 | Criminal | Closed |
| Defendant Date of Birth | Address | |
| 12-24-1981 | 4609 - 17th Av, Kenosha, WI 53140 | |
| Branch Id | DA Case Number | |
| 3 | 2002KN001941 | |

Court Record Events

- Ascending Date Order
- Descending Date Order

Charge(s)

| Count No. | Statute | Description | Severity | Disposition |
|-----------|-----------------|---------------------------------|----------|----------------------------------|
| 1 | 961.41(1m)(cm)1 | Possess w/Intent-Cocaine (<=5g) | Felony U | Guilty / No Contest |
| 2 | 961.41(1)(cm)2 | Manuf/Deliver Cocaine (>5-15g) | Felony U | Guilty / No Contest |
| 3 | 961.41(1)(cm)2 | Manuf/Deliver Cocaine (>5-15g) | Felony U | Dismissed on Prosecutor's Motion |

[View history and details of Charge\(s\)/Sentence\(s\)](#)

Defendant Owes the Court: \$ 17,310.62

| | | | |
|-----------------------------|---------------------------|-----------------------------|-------------------------|
| Responsible Official | Prosecuting Agency | Prosecuting Attorney | Defense Attorney |
| Schroeder, Bruce E. | District Attorney | Cervera, Kristela | Cafferty, Patrick K. |

Defendant

| | | | |
|-----------------------------------|------------------------|------------|---------------------------|
| Defendant Name | Date of Birth | Sex | Race ¹ |
| Diaz, Antonio | 12-24-1981 | Male | Hispanic |
| Address | | | Address Updated On |
| 4609 - 17th Av, Kenosha, WI 53140 | | | 09-04-2002 |
| JUSTIS ID | Finger Print ID | | |
| Defendant Attorney(s) | | | |
| Attorney Name | Entered | | |
| Cafferty, Patrick K. | 06-20-2002 | | |

Total Receivables

[Pay Court Fees Online](#)

| | | | | | |
|--------------------------|---------------------------------|--------------------------|---|-----------------------------|------------------------------|
| Court Assessments | Adjustments ³ | Paid to the Court | Probation/Other Agency Amount ⁴ | Balance Due to Court | Due Date ⁵ |
| \$ 19,137.00 | \$ 0.00 | \$ 1,436.38 | \$ 390.00 | \$ 17,310.62 | |

¹ The designation listed in the Race field is subjective. It is provided to the court by the agency that filed the case.
² Non-Court activities do not require personal court appearances. For questions regarding which court type activities require court appearances, please contact the Clerk of Circuit Court in the county where the case originated.
³ Includes collection agency fees; bankruptcy discharge of debt; Department of Revenue collection fees; and forgiven debts due to indigence, death, time served, or community service.

Scott Walker
Governor

Gary H. Hamblin
Secretary



800 Center Street Room 216
Racine, WI 53403
(262)638-7276 Phone
(262)638-7274 Fax

State of Wisconsin Department of Corrections

11/11/11

To Whom It May Concern:

I currently supervise Antonio Diaz on probation supervision. He has always kept his appointments. He has completed AODA treatment in the past and has not provided any positive urine tests. He has been employed and has been making regular payments toward court obligations.

I do support his receiving a bartender license for employment purposes. He has not been cited for selling liquor to minors and has always contacted me if he has had to call the police regarding any problems that he has had in the store with people stealing or writing bad checks.

If you have any questions, please contact me at (262)638-7286.

Sincerely,

A handwritten signature in cursive script that reads "Kelly Schauer".

Kelly Schauer
Probation/Parole Agent

Kenosha Police Department
Public Safety Building
1000 - 55th Street
Kenosha, WI 53140-3794
(262) 605-5200



JOHN W. MORRISSEY
Chief of Police

WILLIAM J. BRYDGES
Assistant Chief of Police

THOMAS W. GENTHNER
Assistant Chief of Police

625 52nd Street
Kenosha, WI 53140

January 9, 2009

Dear Assistant City Attorney Knight:

On January 9, 2009 I was contacted by Antonio NMI Diaz dob: 12/24/81 5113 Biscayne #7 Racine concerning his request for a City of Kenosha bartenders license. Mr. Diaz indicated that he had spoken to you and he believed his license application was going to be denied and he asked for a letter of recommendation.

During the time period of 2001 until October 2006, I was a member of the Kenosha Police Tavern squad and I was the Lead Tavern Officer from July 2004 until October 2006. During this time period, Mr. Diaz was not cited for any alcohol license violations. While I was lead tavern officer, I deployed undercover decoys into his work establishment (Uptown Pantry 6119 22nd Avenue) and Mr. Diaz would not sell to the decoys without proof of age by identification card. Each time a decoy attempted to purchase alcohol from the Mr. Diaz at the Uptown Pantry, Mr. Diaz requested identification from the decoy. In my experiences with Mr. Diaz, he always followed the law in respect to tavern rules and regulations. If licensed as a bartender in Kenosha, I believe Mr. Diaz would operate well within the guidelines of alcohol rules and regulations.

Respectfully,

A handwritten signature in black ink, appearing to read 'J Beller'.

Officer James Beller #455
Kenosha Police Department
Gang Unit - 455
262-605-5258



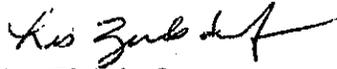
The mission of the Kenosha Police Department is to serve all people with respect, fairness and compassion. We are committed to preserving peace, order and safety; enforcing laws and ordinances; and safeguarding constitutional rights.

To Whom It May Concern:

This letter is for a recommendation for Mr. Diaz to obtain his bartender's license. I have known Mr. Diaz for about two years while he has been working as the Assistant Manger at the Uptown Pantry. During this time I have known Mr. Diaz to be a responsible worker and a concerned citizen for our community. Mr. Diaz always makes sure to check for proper identification while working in the store and has assisted in dealing with problems in the neighborhood.

During the time I have known Mr. Diaz, he has consistently been a trustworthy individual and someone you can count on. I believe that Mr. Diaz can be trusted to have his bartender's license granted.

Professionally,



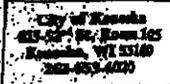
Les Zielsdorf
Kenosha Police Officer

Adverse

FOR OFFICE USE ONLY:

License # N 631 Issue Date _____

Beverage Course OK HOLD for Beverage Course Initials kkd



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

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A" License in the City of Kenosha to and including the 30th day of June, 2013. Unless sooner revoked. I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE READ)

Last Name Duttweiler First Name Kenneth MI 5

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

Date of Birth 9/4/77 Sex M Day Phone # 406-570-9203

Home Address 8044 63rd Ave

City/State/Zip Kenosha WI 53142

Email Address kduffweiler@yahoo.com

Driver's License or State ID Number DE ID 9381350
(Must indicate the state if this is not a Wisconsin DL or ID)

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

Address of Business Where License is to be Used 75th Street + Hwy 31

Have you, as an adult, ever been convicted of a major crime (felony), a minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin or in any other state, or do you have such a charge pending at this time?

Yes No If Yes, state charge, year offense committed or alleged to be committed, and disposition:
misdemeanor DWI in DE 2008
misdemeanor public nuisance in DE 2008
misdemeanor Indecent exposure in DE 2006

Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other state? Yes No If yes, please explain:
served a couple days in DE for DWI

Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state? Yes No If yes, please explain:
suspended currently out of DE for DWI
just have to pay what is still owed

Have you received any traffic citations in Wisconsin or in any other state within the past five years, or do you have any such citations pending? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition:
DUI in DE 2008

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

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

Applebees in Camden DE
Dover Downs Hotel and Casino Dover DE

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

321 William St Dover DE
traveled for 2 years - many temporary addresses

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

Signed: Kenneth D. Nutzwiler

APPLICANT'S SIGNATURE

Date: 9-2-2011

APPLICANTS PLEASE READ

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

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

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

Per §1:225 of the Code of General Ordinances, "The first Twenty-Five Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

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

PAGE 2

**Operator (Bartender) License Police Record Report
Applicant Information**

| | | | |
|----------------------|--------------------------|-----------------------|----------------|
| Date of Application: | Driver's License Status: | Name of Applicant: | Date of Birth: |
| 09/02/11 | OTHER | Kenneth S. Duttweiler | 09/04/77 |

| | | |
|-----------------------|---|---------------------|
| Address of Applicant: | Business (where license is to be used): | Business Address: |
| 8044-63rd Ave. 53142 | Applebee's | 6950-75th St. 53142 |

License Number: N631

Expiration Date: 2013

| Date of Charge | Offense | Status | Was Offense Listed on Application? (Y/N) | Points |
|----------------|---|--------|--|--------|
| 2008 | *APPLICANT LISTED DUI IN DE | | | 20 |
| 2007 | *APPLICANT LISTED PUBLIC NUISANCE IN DE | | | 20 |
| 2006 | *APPLICANT LISTED INDECENT EXPOSURE IN DE (5 Years?) | | | 20 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

City Attorney Recommendation:

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

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

City Attorney Comments:

DEFER - NO BACKUP AVAILABLE

FOR OFFICE USE ONLY:

License # N 700 Issue Date _____

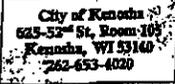
Beverage Course OK HOLD for Beverage Course Initials MM

APPLICATION

CITY OF KENOSHA OPERATOR'S (BARTENDER) LICENSE

(\$125.17, Wisconsin Statutes, §10.02 C. of the City of Kenosha Code of General Ordinances)

FEE: \$75.00 (Type 217)



I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A" License in the City of Kenosha to and including the 30th day of June, 2013. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE READ)

Last Name Hamilton First Name Jeremiah MI S.B.

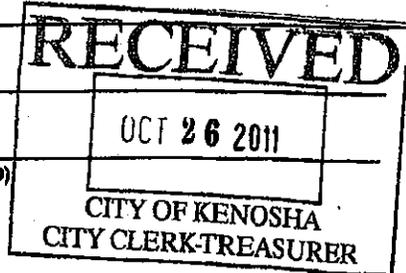
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth 8-7-78 Sex M Day Phone # (262)605-0059

Home Address 2029 62nd St

City/State/Zip Kenosha WI 53143

Driver's License or State ID Number W543-4377-8287-01
(Must indicate the state if this is not a Wisconsin DL or ID)



Name of Business Where License is to be Used (If Unknown At This Time, Leave Blank. NOTE: license may only be utilized in the City of Kenosha) UP TOWN Pantry 6/19 32A

Address of Business Where License is to be Used _____

1. Have you, as an adult, ever been convicted of a major crime (felony), a minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin or in any other state, or do you have such a charge pending at this time? Yes No If Yes, state charge, year offense committed or alleged to be committed, and disposition: Burglary 11.96, OVI 02, Bail Jumpin 02, Child abuse 03, Possession/Bail Jumping 00, Disorderly Battery 00, Operating After Revocation Bail Jumping 99, OVI 07, OVI 02
2. Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other state? Yes No If yes, please explain: 2003 Child Abuse 2 Years in 3 years out, 2003 Revocation of Battery charges 18 months in Prison
3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state? Yes No If yes, please explain: suspended for failure to pay fines, suspended for 3 OVIs.
4. Have you received any traffic citations in Wisconsin or in any other state within the past five years, or do you have any such citations pending? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition: 4 years ago 3rd OVI

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

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

B+H 6113 14th AVE, Kenosha steel 3303 66th 56

7. List all addresses at which you have lived in the past five years: 2029 62nd st, 224 College AVE

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

Signed: Jeanine Hamilton
APPLICANT'S SIGNATURE

Date: 10-26-11

APPLICANTS PLEASE READ

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

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

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

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

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

PAGE 2

**10/26/11 Operator (Bartender) License Police Record Report
Applicant Information**

| | | | |
|----------------------|--------------------------|------------------------|----------------|
| Date of Application: | Driver's License Status: | Name of Applicant: | Date of Birth: |
| 10/26/11 | REVOKED | Jeremiah S.B. Hamilton | 08/07/78 |

| | | |
|-----------------------|---|-------------------|
| Address of Applicant: | Business (where license is to be used): | Business Address: |
| 2029 62nd St | Uptown Pantry | 6119 22nd Av |

License Number:n700

Expiration Date:06/30/13

| Date of Charge | Offense | Status | Was Offense Listed on Application? (Y/N) | Points |
|----------------|--|--------|--|--------|
| 07-12-07 | OPERATING WHILE SUSPENDED | GUILTY | Y | 20 |
| 07-12-07 | OPERATING WHILE INTOXICATED (3 rd) | GUILTY | Y | 40 |
| 2003 | FELONY - CHILD ABUSE 2003CF731 | GUILTY | Y | 100 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

City Attorney Recommendation:

| | |
|--|-----|
| Offense Demerit Points (above) | 160 |
| Were all Offenses Listed on Application? | y |
| Total Demerit Points | 160 |

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

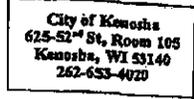
City Attorney Comments:

FOR OFFICE USE ONLY:

License Number N53 Date Granted _____ Date Issued _____

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

Fee: \$30.00 New/\$30.00 Renewal
Expires: April 30th
Type: 144



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

WALTER Rhett L
Last Name First Name Middle Initial
6408 47th AVE KENOSHA WI 53142 262 893 2273
Address City State Zip Phone Number
071376 W436 7327 6253 03 07132019
Date of Birth State of Wisconsin Driver's License Number and Expiration Date (Required)

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

1. Have you, as an adult, ever been convicted of a major crime (felony), a minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin or in any other state, or do you have such a charge pending at this time? Yes No If Yes, state charge, year offense committed or alleged to be committed, and disposition: ENTRY TO LOCKED CRIM BOX / 1994 / PROBATION
Complicity to commit BURGLARY / 1996 / PRISON (EXONERATED)
2. Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other state? Yes No If yes, please explain: SERVED 5 YRS IN OHIO
FOR ABOVE MENTION CRIME
3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state? Yes No If yes, please explain: WISCONSIN - REVOKED - 1996-2001
4. Have you received any traffic citations in Wisconsin or in any other state within the past five years, or do you have any such citations pending? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition: 2008 - SPEEDING - FINE (LOUISIANA)
2008 - SPEEDING - (TENNESSEE)
5. Have you, as an adult, been convicted of any state or federal charges, or do you have such charges pending at this time, involving unfair trade practices, unethical conduct, or discrimination? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition: _____

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

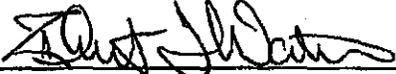
Atlas Van Lines 1037 Davis Ct Arlington Heights IL
United Van Lines 6203 25th Str Kenosha WI

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

6408 47th Ave Kenosha WI
6716 26th Ave Kenosha WI

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

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



SIGNATURE

10-27-11

DATE

APPLICANTS PLEASE READ

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

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

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

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

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

(5)

Taxi Driver's License Police Record Report
Applicant Information

| | | | |
|----------------------|--------------------------|--------------------|----------------|
| Date of Application: | Driver's License Status: | Name of Applicant: | Date of Birth: |
| 10/27/11 | VALID | Rhett L. Walter | 07/13/76 |

| | | |
|-----------------------|---|---------------------------|
| Address of Applicant: | Business (where license is to be used): | Business Address: |
| 6408 47th Ave | Business Name | Business Address |
| License Number: 53 | | Expiration Date: 04/30/12 |

| Date of Charge | Offense | Status | Was Offense Listed on Application? (Y/N) | Points |
|----------------|---|--------|--|--------|
| 01-09-08 | FAILURE TO OBEY SIGN/SIGNAL | GUILTY | Y | 20 |
| 01-09-08 | SPEEDING INTERMEDIATE | GUILTY | Y | 40 |
| | APPLICANT LISTED THAT HE SERVED 5 YEARS IN PRISON IN OHIO <i>'96-'01</i> | GUILTY | Y | ? |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

City Attorney Recommendation:

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

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

City Attorney Comments:

**DEFER, NEED INFORMATION ON BURGLARY
TO ASSESS DEMERIT POINTS**

OHIO DEPARTMENT OF REHABILITATION & CORRECTION



EXPIRATION OF SENTENCE

313082 / 21905 12-14-2004
Effective Date

TO: RHETT L. WALTER OFFENDER NUMBER: A345474

Having served the definite sentence imposed by the Court or the maximum sentence for the offense(s) for which you were convicted, the rights forfeited by your conviction pursuant to Section 2961.01 of the Ohio Revised Code are restored. These include your right to vote, to serve on juries, and, unless precluded by Sections 2921.02, 2921.41 and 2921.43 or other Sections of the Revised Code, to hold any office of honor, trust or profit.

The expiration of your sentence does not relieve you of any disability prohibiting you from possessing a firearm under Section 2923.13 of the Revised Code.

We offer our best wishes for your success in the future.

Warden of Chief of the APA

JAN 28 2005

Date: _____

I have this date received from _____

my Certificate of Expiration of Sentence on Docket Number(s): _____

Signed: _____

BCI: B739671
INST: PCI
STATE: WISCONSIN

11.14.11

TO: Common Council Members
RE: TAXI DRIVERS LICENSE Application Addition.
-RHETT L. WALTER

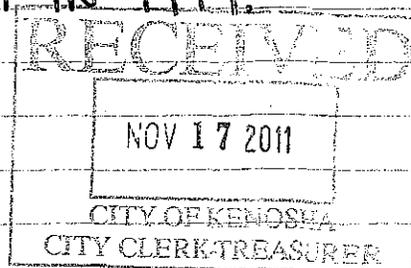
IN DECEMBER OF 1986 MYSELF AND TWO OTHER MEN ATTEMPTED TO BURGLARIZE THE HOME OF SOMEONE WHO WE SUSPECTED SOLD DRUGS, WAS NOT IN HIS HOME AND HAD MONEY ON HIS PREMESIS. THIS CRIME OCCURED IN ADAMS COUNTY Ohio, CITY OF WEST UNION.

IN THE COMMISSION OF THIS CRIME WE WERE CAUGHT. I WAS SENTENCED TO AND SERVED FIVE YEARS IN PRISON AS A WARD OF THE Ohio DEPARTMENT OF REHABILITATION AND CORRECTIONS.

I WAS RELEASED IN DECEMBER OF 2001 ON PROBATION IN COLUMBUS Ohio UNDER THE SUPERVISION OF THE ADULT PAROLE AUTHORITY. I LIVED WITH MY GREAT UNCLE FOR SIX MONTHS AND THEN TRANSFERRED TO WISCONSIN UNDER THE INTERSTATE COMPACT AGREEMENT, WHERE I SUCCESSFULLY COMPLETED MY COMMUNITY SANCTIONS. IN DECEMBER OF 2004.

MY FATHER WAS IN THE NAVY AND STATIONED TO THE GREAT LAKES NAVAL TRAINING CENTER IN THE SUMMER OF 1989. I ATTENDED MCKINLEY JR High AND GRADUATED FROM BRADFORD SR High IN 1994.

(1)



SINCE MY RELEASE I HAVE LEARNED TWO TRADES, PROFESSIONAL MOVING + DRIVING. I POSSESS A VALID CLASS A CDL, AND HAVE TRAVELED THE CONTINENTAL UNITED STATES FOR THE LAST SEVEN YEARS RELOCATING CORPORATE EXECUTIVES + PRIVATE CASH ON DELIVERY MOVES. I HAVE ALSO EXPERIENCED THE FREIGHT SIDE OF COMMERCIAL DRIVING.

I OWN MY OWN SEMI AND STILL WORK FOR ATLAS VAN LINES. MY BUSY SEASON IS DURING THE SUMMER AND I AM FORTUNATE ENOUGH NOT TO HAVE TO WORK IN THE "OFF" SEASON.

I PLAN TO WORK FOR KENO CAB CO. THE OWNER IS A CLOSE FRIEND AND FEELS I WOULD BE AN ASSET TO HER COMPANY DURING HER "BUSY" SEASON.

I AM MARRIED, HAVE THREE CHILDREN AND LIVE IN KENOSHA. ANY FURTHER QUESTIONS... I WILL BE IN ATTENDANCE OF THE COMMON COUNCIL MEETING ON NOVEMBER 21ST.

Respectfully



(2)

District 2

ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1 20 11 ending June 30 20 12

Applicant's Wisconsin Seller's Permit Number: 156-00003-25/12-03
Federal Employer Identification Number (FEIN):
LICENSE REQUESTED
TYPE FEE
Class A beer \$
Class B beer \$
Wholesale beer \$
Class C wine \$
Class A liquor \$
Class B liquor \$ 600.
Reserve Class B liquor \$
Publication fee \$ 43.00
TOTAL FEE \$ 643.00

TO THE GOVERNING BODY of the: [] Town of [] Village of [x] City of KENOSHA
County of KENOSHA Aldermanic Dist. No. 20 (If required by ordinance)

1. The named [] INDIVIDUAL [] PARTNERSHIP [] LIMITED LIABILITY COMPANY [x] CORPORATION/NONPROFIT ORGANIZATION hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): R+V DEVELOPMENT, INC

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

Title Name Home Address Post Office & Zip Code
President/Member Deborah A Glembocki 33911 GENEVA RD BURLINGTON WI 53105
Vice President/Member ROBERT LATESSA 9206 32ND AVE KENOSHA WI 53142
Secretary/Member ROBERT T. LATESSA 9206 32ND AVE KENOSHA WI 53142
Treasurer/Member DEBORAH A GLEMBOCKI 33911 GENEVA RD BURLINGTON WI 53105
Agent ROBERT T. LATESSA 9206 32ND AVE KENOSHA WI 53142
Directors/Managers GERALD S. RASMUSSEN 12304 75th ST KENOSHA WI 53142

3. Trade Name BRAT STOP TOO Business Phone Number (262) 257-2011
4. Address of Premises 5513 5515 GENEVA KENOSHA Post Office & Zip Code KENOSHA WI 53140

- 5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? [] Yes [x] No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? [] Yes [x] No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? [] Yes [x] No
8. (a) Corporate/limited liability company applicants only: Insert state WIS and date Feb 1 01 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? [] Yes [x] No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? BRACH BAR TWIN LAKES WI [x] Yes [] No

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) BRICK BUILDING - W/ BASEMENT AT 5513 GENEVA

- 10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? [x] Yes [] No
(b) If yes, under what name was license issued? MUGG SHOTS ZINC
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [x] Yes [] No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [x] Yes [] No
14. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? [] Yes [x] No

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

SUBSCRIBED AND SWORN TO BEFORE ME
this 20th day of May, 20 11

[Signature]
(Clerk/Notary Public)

[Signature]
(Officer of Corporation/limited liability company/Partner/Individual)
[Signature]
(Officer of Corporation/limited liability company/Partner)
[Signature]
(Additional Partner/limited liability company/Manager of Limited Liability Company if Any)

My commission expires March 30, 2014

Table with 4 columns: Date received and filed with municipal clerk (5/3/11), Date reported to council/board, Date provisional license issued, Signature of Clerk/Deputy Clerk.
Date license granted, Date license issued, License number issued, [Signature]

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

Check One:

| | |
|-------------------------------------|--|
| <input type="checkbox"/> | Class "A" Retail Beer |
| <input type="checkbox"/> | Class "B" Beer Only |
| <input checked="" type="checkbox"/> | Class "B" Beer/Class B" Liquor Combination |

1. Applicant Name: R+V DEVELOPMENT, INC
 2. Business Name: BRAT STOP TOO

3. Property Information

a. Address: 5513-5515 6th Ave KENOSHA, WI 53140

b. Owner: GERALD RASMUSSEN

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

d. Square Footage of Building: 4320 Assessed Value of Property: 222,000

e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business: 2000

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

5. Gross Monthly Revenue

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

Gross Monthly Revenue

| | |
|-----------------------------|---------------|
| Alcoholic Beverages | <u>10,000</u> |
| Food | <u>4,000</u> |
| Other (specify) | <u>400</u> |
| Total Gross Monthly Revenue | <u>14,400</u> |

Basis for estimates
RAN BUSINESS IN SAME LOCATION
FROM 7/2008 TO 10/2009

6. Explain how the issuance of this license will benefit the City:

BUILDING WILL BE OPEN & OPERATED, NOT VACANT Prior RAN business for 5 yrs at SAME LOCATION

7. List other factors the Common Council should consider: I, Gerald Rasmussen own Bldg, property. It was leased to Tenant, Sept to July 11 Tenant left April 11 over

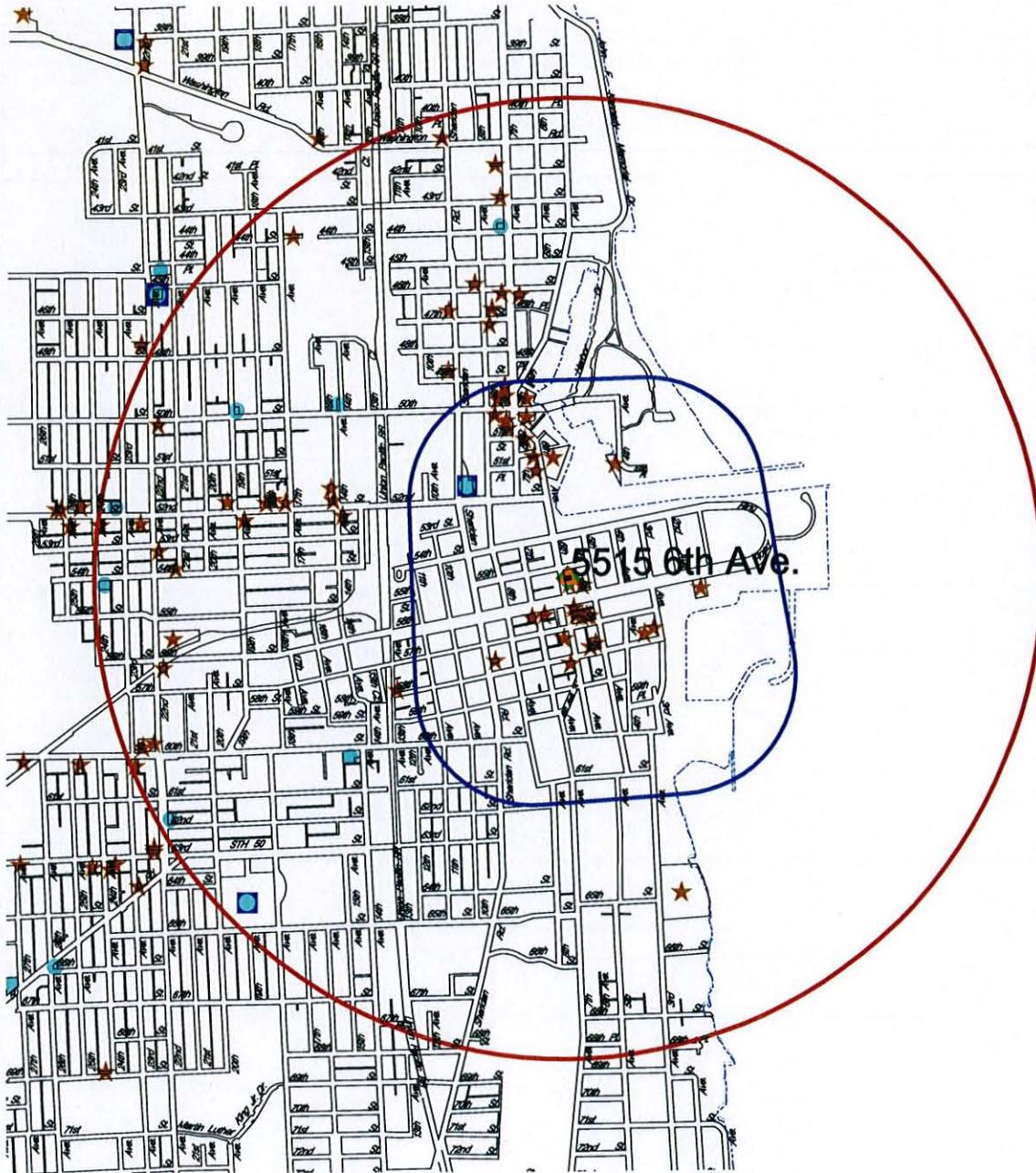
Applicant Signature: Gerald Rasmussen
R+V Inc.

FOR OFFICE USE ONLY

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

City of Kenosha

Class "B" Beer / Class "C" Wine Application 5515 6th Avenue



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

— 5,280 ft from Applicant

— 6 blocks from Applicant

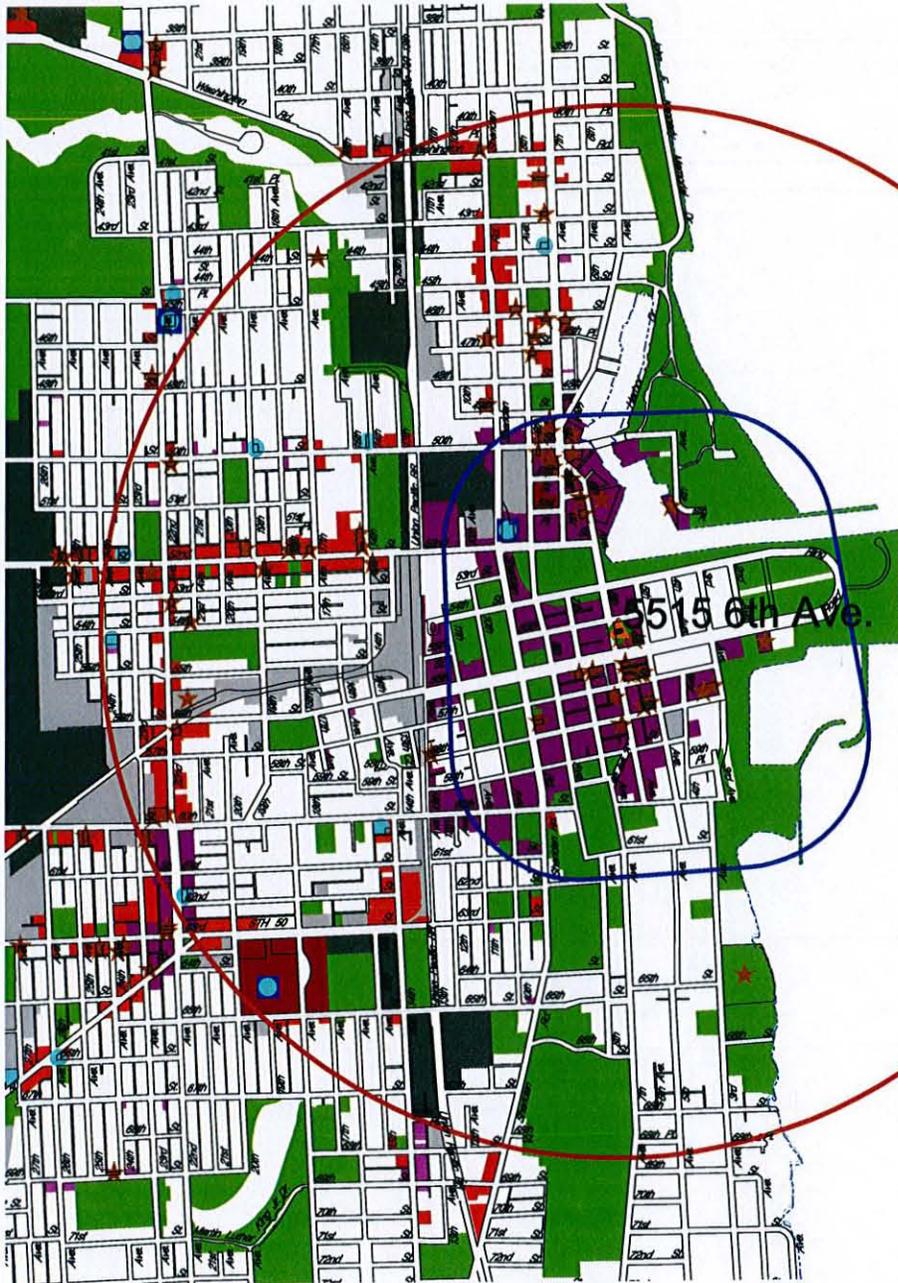
| 5,280 ft Radius | Class "A" | | | | |
|-----------------------|-----------|-----------|-----------|-----------|-----------|
| | Class "A" | Class "A" | Class "B" | Class "B" | Class "C" |
| Residential Districts | 0 | 0 | 0 | 3 | 0 |
| Business Districts | 9 | 2 | 1 | 57 | 1 |
| Other Districts | 0 | 0 | 0 | 1 | 0 |

| 6 Block Radius | Class "A" | | | | |
|-----------------------|-----------|-----------|-----------|-----------|-----------|
| | Class "A" | Class "A" | Class "B" | Class "B" | Class "C" |
| Residential Districts | 0 | 0 | 0 | 0 | 0 |
| Business Districts | 1 | 1 | 1 | 30 | 1 |
| Other Districts | 0 | 0 | 0 | 0 | 0 |



City of Kenosha

Class "B" Beer / Class "C" Wine Application 5515 6th Avenue



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

Note: Residential Districts are not colored.

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

— 5,280 ft from Applicant

— 6 Block from Applicant

| 5,280 ft Radius | Class | | | | |
|-----------------------|-----------|-----------|-----------|-----------------------|-----------|
| | Class "A" | "Class A" | Class "B" | Class "B" & "Class B" | "Class C" |
| Residential Districts | 0 | 0 | 0 | 3 | 0 |
| Business Districts | 9 | 2 | 1 | 57 | 1 |
| Other Districts | 0 | 0 | 0 | 1 | 0 |

| 6 Block Radius | Class | | | | |
|-----------------------|-----------|-----------|-----------|-----------------------|-----------|
| | Class "A" | "Class A" | Class "B" | Class "B" & "Class B" | "Class C" |
| Residential Districts | 0 | 0 | 0 | 0 | 0 |
| Business Districts | 1 | 1 | 1 | 30 | 1 |
| Other Districts | 0 | 0 | 0 | 0 | 0 |

NORTH



ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning _____ 20____; ending June 30 20____

TO THE GOVERNING BODY of the: Town of } KENOSHA
 Village of }
 City of }

County of KENOSHA Aldermanic Dist. No. _____ (if required by ordinance)

| Applicant's Wisconsin Seller's Permit Number: | |
|--|------------------|
| Federal Employer Identification Number (FEIN): | |
| LICENSE REQUESTED | |
| TYPE | FEE |
| <input type="checkbox"/> Class A beer | \$ |
| <input checked="" type="checkbox"/> Class B beer | \$ |
| <input type="checkbox"/> Wholesale beer | \$ |
| <input type="checkbox"/> Class C wine | \$ |
| <input type="checkbox"/> Class A liquor | \$ |
| <input checked="" type="checkbox"/> Class B liquor | \$ |
| <input type="checkbox"/> Reserve Class B liquor | \$ |
| Publication fee | \$ 43.00 |
| TOTAL FEE | \$ <u>593.00</u> |

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Gianni's Restaurant + Lounge LLC

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

| Title | Name | Home Address | Post Office & Zip Code |
|-----------------------|-------------------------------|---------------------|------------------------|
| President/Member | <u>Owner Jason A Bonforti</u> | <u>1370 95 Ave</u> | <u>53140</u> |
| Vice President/Member | | | |
| Secretary/Member | | | |
| Treasurer/Member | | | |
| Agent | <u>MARISSA Kowal</u> | <u>1902 35th St</u> | <u>53140</u> |
| Directors/Managers | | | |

3. Trade Name Gianni's Restaurant Business Phone Number 262-656-1600

4. Address of Premises 4814 Sheridan Rd Post Office & Zip Code 53140

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

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

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

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? SWAN VARELA

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]. Yes No

13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] Yes No

14. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 15 day of November, 2011

Katherine M Lovelto
 (Clerk/Notary Public)

My commission expires 7-26-15

[Signature] 11-15-11
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

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

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

| | | | |
|---|--------------------------------|---------------------------------|-----------------------------------|
| TO BE COMPLETED BY CLERK <u>originally</u> | | | |
| Date received and filed with municipal clerk <u>1/15/11</u> | Date reported to council/board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| Date license granted | Date license issued | License number issued | |

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

Check One:

| | |
|-------------------------------------|---|
| <input type="checkbox"/> | Class "A" Retail Beer |
| <input type="checkbox"/> | Class "B" Beer Only |
| <input checked="" type="checkbox"/> | Class "B" Beer/"Class B" Liquor Combination |

1. Applicant Name Giannis Restaurant + Lounge LLC
 2. Business Name Giannis Restaurant

3. Property Information

a. Address 4814 Sheridan Rd Kenosha, WI 53140

b. Owner Jason Conforti

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

d. Square Footage of Building 3800 Assessed Value of Property 270K

e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business 25K

4. Number of Full Time Employees 3 Number of Part Time Employees 6

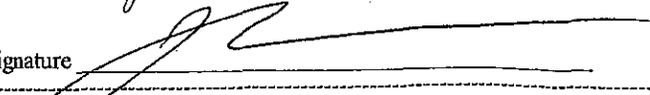
5. Gross Monthly Revenue
 According to Section 10.03, applicants must come within 70% of the estimate for alcohol beverages after one full license term or the license may be subject to revocation. Also, according to Section 4.05, smoking is prohibited in restaurants. However, restaurants and/or taverns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

| Gross Monthly Revenue | |
|-----------------------------|---------------|
| Alcoholic Beverages | <u>4500</u> |
| Food | <u>8500</u> |
| Other (specify) | |
| Total Gross Monthly Revenue | <u>13,000</u> |

Basis for estimates
Estimate of past 3yrs

6. Explain how the issuance of this license will benefit the City:
Giannis has been established past 3yrs and has employed 6-10 employees as well as improved appearance of blighted area

7. List other factors the Common Council should consider:
Giannis has had many fundraisers or sponsors for local kids, business, education, and is improving blighted areas

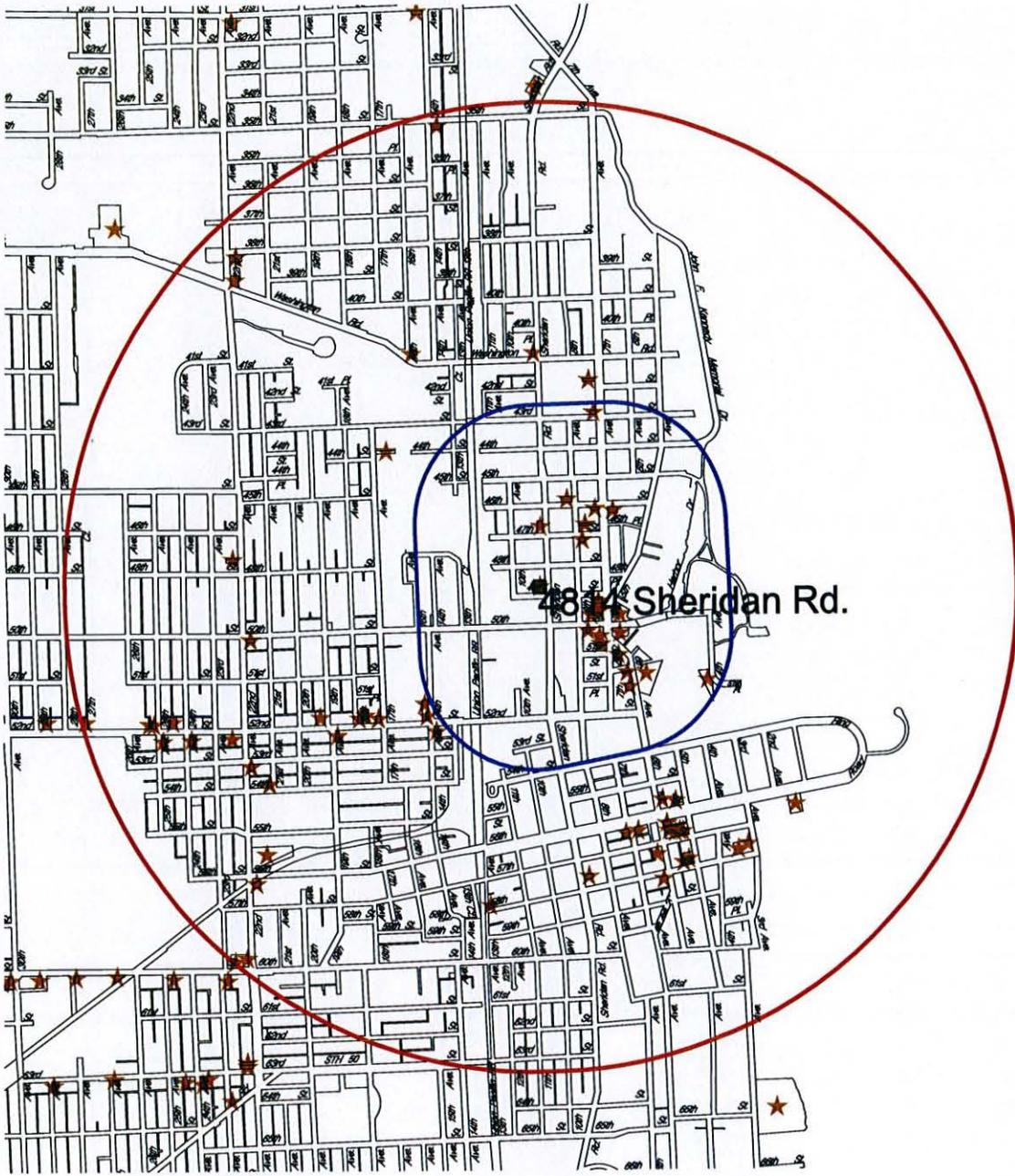
Applicant Signature 

FOR OFFICE USE ONLY

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

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application 4814 Sheridan Road



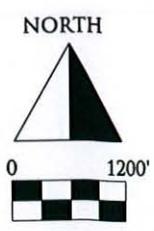
- Class "A"
- "Class A"
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

— 5,280 ft from Applicant

| 5,280 ft Radius | Class "A" | | | | |
|-----------------------|-----------|-----------|-----------|-----------------------|-----------|
| | Class "A" | "Class A" | Class "B" | Class "B" & "Class B" | "Class C" |
| Residential Districts | 0 | 0 | 0 | 4 | 0 |
| Business Districts | 10 | 3 | 1 | 65 | 1 |
| Other Districts | 0 | 0 | 0 | 0 | 0 |

— 6 Block from Applicant

| 6 Block Radius | Class "A" | | | | |
|-----------------------|-----------|-----------|-----------|-----------------------|-----------|
| | Class "A" | "Class A" | Class "B" | Class "B" & "Class B" | "Class C" |
| Residential Districts | 0 | 0 | 0 | 1 | 0 |
| Business Districts | 3 | 1 | 0 | 20 | 0 |
| Other Districts | 0 | 0 | 0 | 0 | 0 |



DCD - City Clerk - MKH - KL - 11-9-2011 - mc

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application 4814 Sheridan Road



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

Note: Residential Districts are not colored.

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

— 5,280 ft from Applicant

| 5,280 ft Radius | Class "A" | | | | |
|-----------------------|-----------|-----------|-----------|-----------------------|-----------|
| | Class "A" | "Class A" | Class "B" | Class "B" & "Class B" | "Class C" |
| Residential Districts | 0 | 0 | 0 | 4 | 0 |
| Business Districts | 10 | 3 | 1 | 65 | 1 |
| Other Districts | 0 | 0 | 0 | 0 | 0 |

— 6 Block from Applicant

| 6 Block Radius | Class "A" | | | | |
|-----------------------|-----------|-----------|-----------|-----------------------|-----------|
| | Class "A" | "Class A" | Class "B" | Class "B" & "Class B" | "Class C" |
| Residential Districts | 0 | 0 | 0 | 1 | 0 |
| Business Districts | 3 | 1 | 0 | 20 | 0 |
| Other Districts | 0 | 0 | 0 | 0 | 0 |

NORTH



District 2

ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning _____ 20 _____ ;
 ending June 30 20 12

TO THE GOVERNING BODY of the: Town of } KENOSHA
 Village of }
 City of }

County of KENOSHA Aldermanic Dist. No. 2 (if required by ordinance)

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

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

2. Name (Individual/partners give last name, first, middle; corporations/limited liability companies give registered name): RUSTIC VENTURES, LLC

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

| Title | Name | Home Address | Post Office & Zip Code |
|-------------------------------------|------------------------|------------------------|----------------------------------|
| President/Member <u>MANAGER</u> | <u>GREGORY YORK</u> | <u>1421 3RD STREET</u> | <u>WINTHROP HARBOR, FL 60096</u> |
| Vice President/Member <u>MEMBER</u> | <u>MICHELLE YORK</u> | <u>1421 3RD STREET</u> | <u>WINTHROP HARBOR, FL 60096</u> |
| Secretary/Member | | | |
| Treasurer/Member | | | |
| Agent <u>AGENT</u> | <u>VALERIE CRUMBLY</u> | <u>7958 25TH COURT</u> | <u>KENOSHA, WI 53143</u> |
| Directors/Managers | | | |

3. Trade Name RUSTIC ROAD BREWING COMPANY Business Phone Number 213-537-6350
 4. Address of Premises 510 56TH STREET, KENOSHA, WI 53140 Post Office & Zip Code KENOSHA, WI 53140

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 3/6/11 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

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

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

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

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued?

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No

13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 268-2776] Yes No

14. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME
 this 27th day of August, 20 11

Annette M Sumner
 (Clerk/Notary Public)

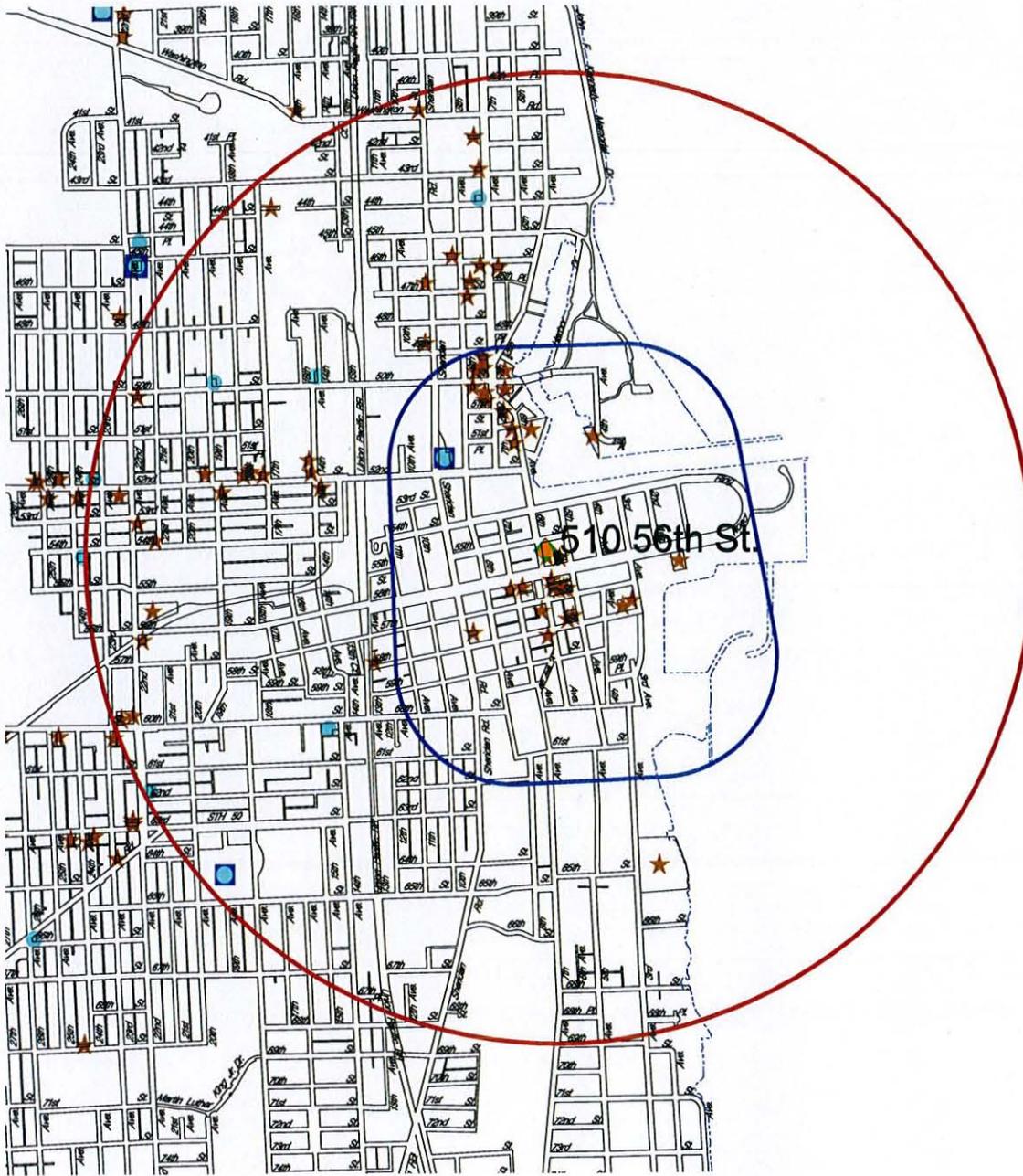
My commission expires 03/10/14

Michelle A. York
 Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual
Michelle A. York
 Officer of Corporation/Member/Manager of Limited Liability Company/Partner
ANNETTE M SUMNER
 NOTARY PUBLIC - STATE OF WISCONSIN
 MY COMMISSION EXPIRES 03/10/14

| TO BE COMPLETED BY CLERK | | | |
|---|--------------------------------|---------------------------------|----------------------------------|
| Date received and filed with municipal clerk <u>6/30/11</u> | Date reported to council/board | Date provisional license issued | Signature of Clerk/Notary Public |
| Date license granted | Date license issued | License number issued | <u>Dave S Hill</u> |

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application
510 56th Street



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

— 5,280 ft from Applicant

— 6 blocks from Applicant

| 5,280 ft Radius | Class | | | | |
|-----------------------|-----------|-----------|-----------|-----------------------|-----------|
| | Class "A" | "Class A" | Class "B" | Class "B" & "Class B" | "Class C" |
| Residential Districts | 0 | 0 | 0 | 3 | 0 |
| Business Districts | 9 | 2 | 0 | 58 | 0 |
| Other Districts | 0 | 0 | 0 | 1 | 0 |

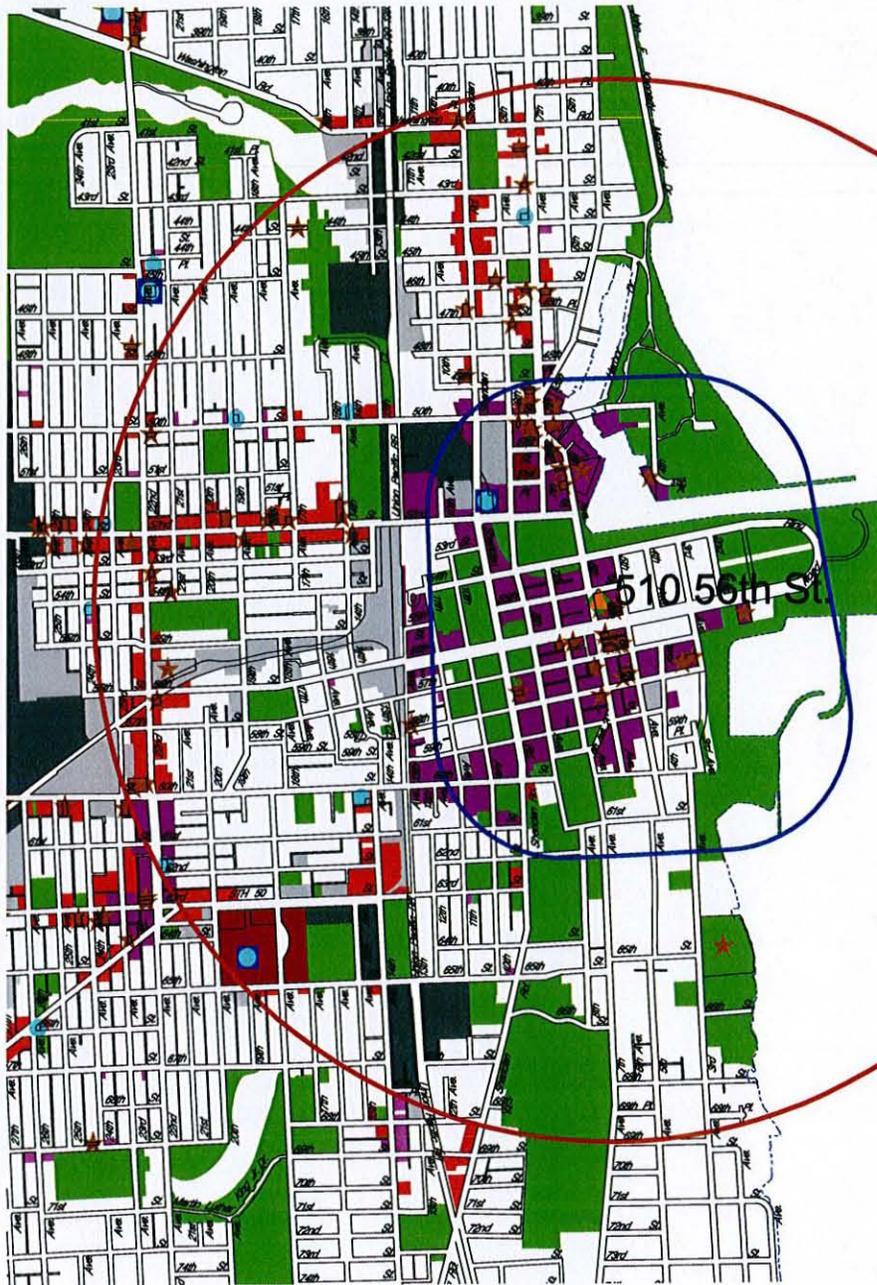
| 6 Block Radius | Class | | | | |
|-----------------------|-----------|-----------|-----------|-----------------------|-----------|
| | Class "A" | "Class A" | Class "B" | Class "B" & "Class B" | "Class C" |
| Residential Districts | 0 | 0 | 0 | 0 | 0 |
| Business Districts | 1 | 1 | 0 | 27 | 0 |
| Other Districts | 0 | 0 | 0 | 0 | 0 |

NORTH



City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application
510 56th Street



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

Note: Residential Districts are not colored.

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

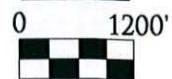
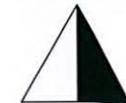
— 5,280 ft from Applicant

— 6 blocks from Applicant

| 5,280 ft Radius | Class "A" | | Class "B" | | Class "C" | |
|-----------------------|-----------|-----------|-----------|-----------------------|-----------|-----------|
| | Class "A" | "Class A" | Class "B" | Class "B" & "Class B" | Class "C" | "Class C" |
| Residential Districts | 0 | 0 | 0 | 3 | 0 | 0 |
| Business Districts | 9 | 2 | 0 | 58 | 0 | 0 |
| Other Districts | 0 | 0 | 0 | 1 | 0 | 0 |

| 6 Block Radius | Class "A" | | Class "B" | | Class "C" | |
|-----------------------|-----------|-----------|-----------|-----------------------|-----------|-----------|
| | Class "A" | "Class A" | Class "B" | Class "B" & "Class B" | Class "C" | "Class C" |
| Residential Districts | 0 | 0 | 0 | 0 | 0 | 0 |
| Business Districts | 1 | 1 | 0 | 27 | 0 | 0 |
| Other Districts | 0 | 0 | 0 | 0 | 0 | 0 |

NORTH



Site Description

Rustic Road Brewing Company operates in a 1st floor retail space in downtown Kenosha, located at 510 56th Street, on the east side of a two unit retail site. The business occupies a space approximately 1,650 square feet in size. The building's total size is about 3,100 square feet; the west side retail space is currently unoccupied. The single floor building is designated as Commercial/Industrial space in the downtown business district.

The building has a brick exterior and rubber roof. It has no basement. There are doors on the east side for access to a small alley; on the north side for access to waste facilities, loading, and the back alley parking area; and two doors on the south side of the building for customer use.

Legal Description

PT LOT 10 BLK 27 SE 1/4 SEC 31
T 2 R 23 COM AT PT 9 FT W OF SE
COR LOT 10 TH W 32.22 FT NLY
109 FT E 6 FT N 23 FT E TO A
PT 9 FT W OF NE COR OF LOT 10
S TO BEG ALSO INCLUDE EASEMENT
V 1616 P 461
DOC #977805
DOC #981480
DOC#1543803

Lease premises description: 510 56th Street, 1st floor, East, Retail space

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

Check One:

| | |
|-------------------------------------|---|
| <input type="checkbox"/> | Class "A" Retail Beer |
| <input type="checkbox"/> | Class "B" Beer Only |
| <input checked="" type="checkbox"/> | Class "B" Beer/"Class B" Liquor Combination |

1. Applicant Name GREGORY YORK
 2. Business Name RUSTIC VENTURES, LLC

3. Property Information

a. Address 510 56TH STREET, KENOSHA, WI 53140

b. Owner DOWNTOWN SPIRIT, LLC

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

d. Square Footage of Building 3104 Assessed Value of Property \$167,600

e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business \$41,850

4. Number of Full Time Employees 2 Number of Part Time Employees 0

5. Gross Monthly Revenue
 According to Section 10.03, applicants must come within 70% of the estimate for alcohol beverages after one full license term or the license may be subject to revocation. Also, according to Section 4.05, smoking is prohibited in restaurants.

| Gross Monthly Revenue | |
|--|------------|
| Alcoholic Beverages | \$7,083.00 |
| Food | 0 |
| Other (specify) <u>BREWING CLASSES</u> <u>MERCHANDISE</u> | \$937.00 |
| Total Gross Monthly Revenue | \$8,020.00 |

Basis for estimates
BUSINESS PLAN PROJECTED
 INCOME STATEMENT

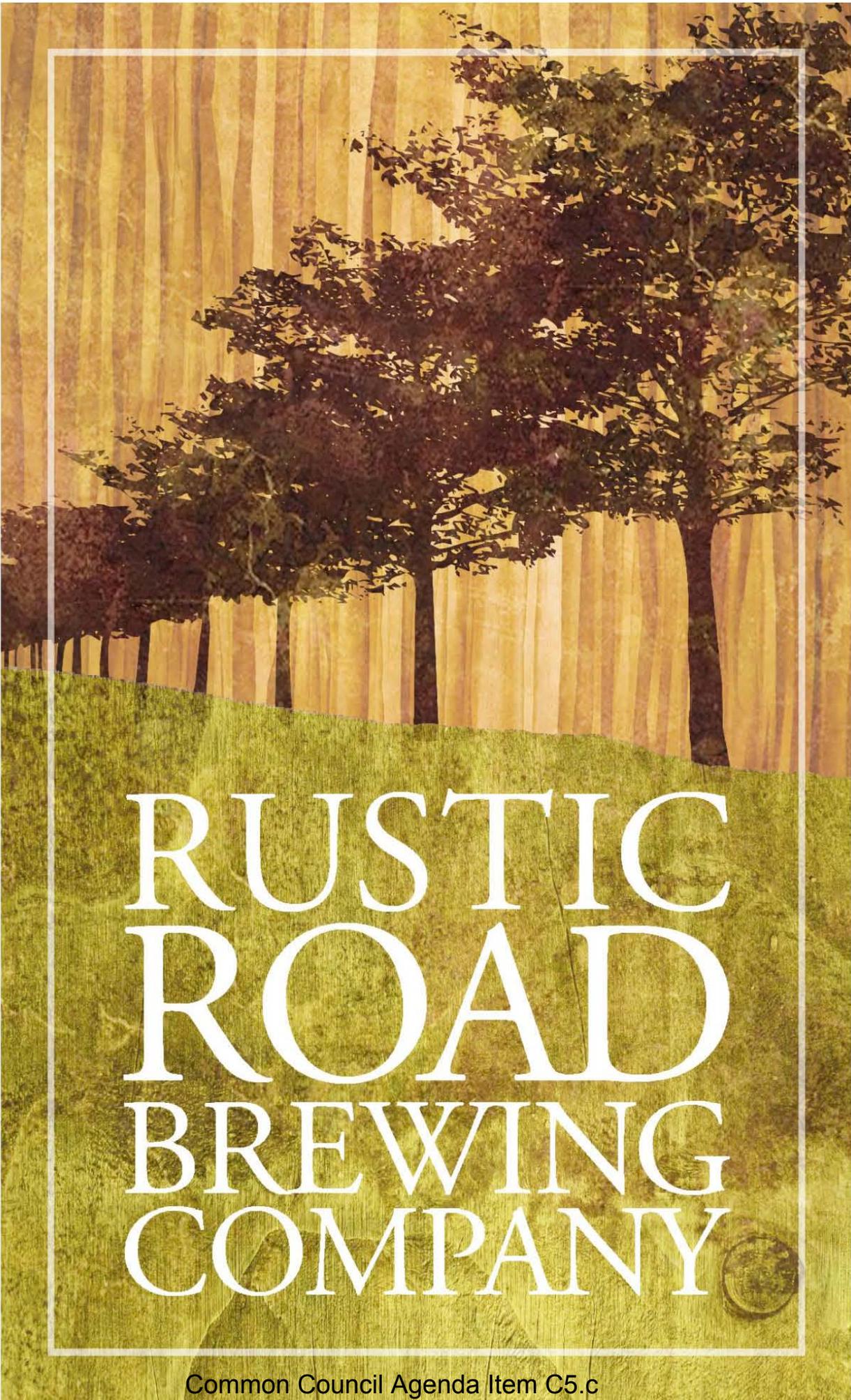
6. Explain how the issuance of this license will benefit the City: RUSTIC ROAD BREWING COMPANY IS A BREWERY,
WHICH IS A GREAT ATTRACTION FOR A DOWNTOWN-FOCUS COMMUNITY. THERE IS GREAT "PLACE MAKING"
POTENTIAL.

7. List other factors the Common Council should consider: THIS PROJECT HAS BEEN DISCUSSED WITH OUR
DOWNTOWN ALDERMAN, TED BUFFALO, KABA, AND A NUMBER OF DOWNTOWN BUSINESS OWNERS,
AND HAS BEEN RECEIVED WITH GREAT ENTHUSIASM.

Applicant Signature [Signature]

FOR OFFICE USE ONLY

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



RUSTIC ROAD BREWING COMPANY

Executive Summary

Rustic Road Brewing Company is a low-key, comfortable nanobrewery and bar, producing a selection of excellent beers in small batches in the old Wisconsin artisan style. Our beers are unique enough stand out, but unassuming enough to be enjoyed by everyone. The brewery will operate in a small storefront in the downtown Kenosha area, where passing foot and vehicle traffic can be a part of what is happening inside.

Our Mission

Vision

Stepping into Rustic Road Brewing Company is like stepping into an old town Wisconsin brewery from the mid-1800s. We provide a unique experience to our visitors, where they are entertained by the sights, sounds and smells of a brewery while they enjoy one of our handcrafted beers or another beverage from the bar. Started from humble beginnings, Rustic Road grows through its participation in the community and through sales of its fine craft beers to many restaurants and taverns in the southeast Wisconsin area.

Mission

To produce amazing beers and a unique downtown Kenosha experience; to be excellent to our customers in a rustic Wisconsin setting; to use and sell high quality ingredients and products; to engage in sustainable, environmentally-friendly operating practices.

Tagline

Small batches brewed with great pride in Kenosha, Wisconsin

Our Organization

Company Name

The business is organized as a legal entity under the name "Rustic Ventures LLC" and will do business with our visitors under the name "Rustic Road Brewing Company."

Day-to-day operations will be handled by an experienced food services manager. Overall business management and brewery operations will be directed by the company's owner.

Legal Form of Business

The business is a Limited Liability Company, organized in the State of Wisconsin on March 6, 2011. The registered agent is InCorp Services, Inc., 901 S. Whitney Way, Madison, WI 53711.

Management Summary

Rustic Road Brewing Company's day-to-day operations will be handled by our Tasting Room Operations Manager, **Alex Boyd**, an experienced food services manager. Boyd has been employed in a number of roles, including Just Grapes in downtown Chicago, Illinois, where he managed the organization's wine club, worked the retail floor and functioned as the company's beer purchaser. In addition, Boyd has worked in several other food services

businesses as a cook, event planner and line manager. Boyd has a Culinary Arts degree from the International Culinary Schools at the Illinois Institute of Arts in Chicago.

Brewery operations and overall business management will be directed by the company's President, **Greg York**, of Winthrop Harbor, Illinois. York is a seasoned multiple award-winning homebrewer and has operated several small businesses in the past including a computer network consulting and integration company. York is currently employed by Abbott Laboratories in Lake County, Illinois, and intends to remain employed in his current occupation for the foreseeable future as Rustic Road Brewing Company is established.

The Rustic Road Brewing Company team includes the legal services of Joseph F. Madrigrano Jr. of Madrigrano, Aiello & Santarelli, LLC, Kenosha, Wisconsin and the accounting services of Giuseppe Criscione of Forest Park, Illinois. Restaurant industry consulting services are provided by Rick Schmidt of Milwaukee, Wisconsin.

Our Business

Craft Nanobrewery

Rustic Road Brewing Company is an artisan or "craft" brewery on a very small scale, sometimes referred to as a nanobrewery within the industry. While the smallest microbrewery operations produce beer in batches of 7 barrels or more (a barrel is equivalent to 31 U.S. gallons), a nanobrewery generally produces 3 or fewer barrels at a time.

Annual production of a microbrewery may be up to 15,000 barrels, whereas production at the "nano" level is typically only 200-300 at the most. Rustic Road Brewing Company will produce beers 200L (roughly 1.8 barrels) at a time on a system developed by Speidel, a German company. The brewery's annual maximum capacity will be 185 barrels. Our small size will allow us to really pay attention to each of our visitors and respond to their taste preferences.

Production of beer on this small scale generates similar levels of waste and pollution as a bakery. Rustic Road Brewing Company's business operations are designed specifically to reduce environmental impact and run efficiently by instituting water quality monitoring throughout the brewing process, reclaiming brewhouse water to reduce consumption, recycling spent grain by providing it to local farmers, and utilizing sustainable and energy-efficient options where feasible.

The general brewing process involves several steps. The first step is referred to as lautering, in which malted barley or other grains are essentially steeped in hot water in a manner similar to making tea. After lautering is complete, the resulting sweet liquid, called wort, is boiled for one to two hours in the next step. During this stage, various hops are added, which impart bittering and aroma characteristics. After the boil has finished, it is cooled and brewer's yeast is added to the mixture. The unfermented beer is then stored for one to four weeks

Rustic Road Brewing Company will produce beers 1.8 barrels at a time, an amount less than a typical "micro." Our size will allow us to really pay attention to the tastes of our local community.

until fermentation is complete. Finally the product is ready to be placed into kegs, bottles or cans where it is conditioned for several days to a week until it is ready.

Tasting Room

The Tasting Room will serve three signature house beers at all times as well as a rotating seasonal selection. In addition to our house beers, the bar will carry a selection of other preferred Wisconsin bottled beers that will appeal to a broad palette, such as Miller Lite, Schlitz, New Glarus, Point or Capital Brewing. Visitors who prefer wine will have a choice of several white and red varietals. The bar will also have a limited quantity of spirits for those who may prefer a cocktail. In addition to alcoholic beverages, several bottled sodas will be available. Fresh popcorn will be offered at no cost to visitors who order a beer. The bar will be open on Wednesdays and Thursdays from 5PM until 9PM, Fridays from 5PM until midnight, Saturdays from 2PM until midnight, and Sundays from 2PM until 6PM. The tasting room will be managed and operated on a daily basis by our Tasting Room Operations Manager, Alex Boyd. In addition to York, one or two additional employees may be added to the payroll within the first 6-9 months if sales projections are exceeded.

We are a nanobrewery, producing beer primarily for onsite consumption in our Tasting Room. Visitors will also be able to order a glass of wine, a bottled beer or a cocktail if they prefer.

Friday nights are designated as Brew Nights, during which customers are immersed in the sights, sounds and smells of beer being brewed.

Friday nights are designated as **Brew Nights**. On Friday nights, visitors to the Tasting Room will get to watch and proceedings of Rustic Road's beers being made, enveloped in the sights and sounds of crushed grain being added, the mash being strained and the wort being boiled, immersed in a bit of the "chaos" of an actual working brewery. Friday nights may also be an opportunity for local guitarists or other performing artists to entertain our visitors while the brewing is going on.

An Internet jukebox will be available for visitors during times when no special events are going on, and satellite or Internet radio will play in the background when the jukebox is not in use. A single large screen flat panel television will be located in the Tasting Room area, which will be used periodically for sports

events of local interest, including Packers and Brewers games.

The uniqueness of this experience, and the intimate, comfortable setting provided, which is lower key and more interesting than a typical bar will draw our discerning customers.

Distribution

In addition to having the beers available for on-site consumption or for sale in 64-oz. “growlers” to go, a small number of kegs (initially one or two ½- or ¼-barrel kegs per week) will be sold to local taverns and pubs by means of self distribution or through a local or regional distributor when such relationship can be established. 64-ounce growlers will be sold in glass or PET plastic containers as well as the traditional glass bottles, for customers who intend to bring the beer aboard their boats in the Kenosha marina. Bottling or canning of our beers is planned to begin within the first year of operation when a cost-effective contract with a local bottling company can be established. Bottled or canned beers are intended for sale initially at our downtown retail location.

Homebrewing Classes

In addition to operating as a nanobrewery, Rustic Road Brewing Company will offer introductory sessions in homebrewing through the *Brew it Yourself! (BIY!)* program. *BIY!* will offer people an opportunity to learn the process of homebrewing from a professional brewer hands-on while having fun, sampling beers, and learning about Wisconsin brewing history along the way. *BIY!* is the perfect opportunity for small group gatherings, couples or budding homebrewers to try out the brewing process with expert guidance to assist and ensure a great first batch. Classes will be offered on Wednesday evenings at 7PM, during the time the bar is open, in a room separated from the Tasting Room, where bar visitors will get to see class proceedings but not interfere.

Expansion Opportunities

Although the business intends to remain a small operation, serving primarily the folks in Kenosha and surrounding Kenosha County, success of the business may allow for future expansion. The most likely growth scenario would be to establish a larger brewing operation, which would allow the business to increase annual production capacity for off-premise distribution. Such an expansion would be several years down the road and would involve establishing a larger scale brewery operation to an industrial/manufacturing area with appropriate zoning.

Another expansion option includes the development of a full-scale brewpub operation with a full menu and restaurant staff. This type of expansion would involve a partnership with additional outside investment and the inclusion of a seasoned restaurateur as a manager of this operation.

The core successful downtown Tasting Room and bar operation is intended to remain largely untouched in any future expansion.

Location and Site

Rustic Road Brewing Company is located at 510 56th Street, between the *Rhodes Theatre*, a live performance theatre, and *Cooler Near the Lake*, a small tavern. This location is at the prime south downtown intersection of 56th Street and 6th Avenue, realizing average daily traffic statistics of 5,100 vehicles and high levels of foot traffic from the nearby Harbor Market, the Rhodes Theatre, Anytime Fitness, Lake Front Park, the Kenosha Public Museum, and a number of nearby restaurants and taverns. After agreed-upon improvements by the landlord, the site will have high (10 foot or greater) ceilings, stained concrete floor, and a new glass window façade. The lease term is 2 years, commencing on October 1, 2011 and expiring September 30, 2013, at a rate of \$1,000 per month.

Without any current alternatives, residents in the southeastern Wisconsin and northeastern Illinois region must travel a long distance to reach the nearest brewery. The total population in this under-served market is over 1.5 million residents, according to U.S. census estimates from 2009. In an economically viable area, with a high number of educated, affluent individuals, this region represents a great opportunity for a small brewery and tasting room, focused on producing excellent beer in a relaxed, comfortable setting.

The City of Kenosha has a vibrant downtown area where many local and out of town visitors pass through to see the marina, Kenosha Public Museum or one of several great restaurants. In addition, a new condominium development along the lake sold many units to affluent individuals who use this area as a nearby weekend vacation getaway from Chicago. Pleasant Prairie, WI, immediately south of Kenosha, is a village that has seen 22% population growth in the last decade and is primarily comprised of affluent individuals, many working in the state of Illinois, who desire better tax and other laws that the state of Wisconsin offers. The nearest breweries or brewpubs in this area are located in South Milwaukee, Whitewater area or Libertyville, all of which are more than thirty minutes away. According to the Brewers Association, the majority of Americans live within 10 miles of a craft brewer, suggesting that this heavily-populated area meets many of the criteria that describe the ideal location for a small craft brewery.

Rustic Road Brewing Company will fill this unique market niche by establishing itself as the Kenosha County

The City of Kenosha has a downtown area with many attractions, in the process of major revitalization. It also represents the central point of a large underserved market of more than 1.5 million residents who enjoy good beer and unique, local experiences.

destination for great craft beer that serves the tastes of the local area. Our distinctive handcrafted beers will keep our visitors returning time after time to see what is new on tap, catch up with the brewers to see what's coming next, or just relax in a nice, comfortable atmosphere and watch beer being made.

Parking

Ample free on-street parking is available in the downtown area. There are several free public parking lots in the downtown area as well.

Revenue Sources

Libations

Rustic Road Brewing Company will offer three signature beers in the Tasting Room and for distribution at all times. In addition, one tap will offer a rotating seasonal selection. Formulation, branding and naming of these beers is still in progress.

- *Southport Wheat* – made with Wisconsin white wheat, Hallertauer hops, Bavarian wheat yeast, and grains of paradise
- *Southport Lager* – a smooth Italian-style lager beer, with premium Pilsner malt and Saaz hops
- *Marina Amber* – an American-style amber ale brewed with caramel and rye malts and balanced by Fuggle and Willamette hops
- *Seasonal Selection* – varies

ORDINANCE NO. _____

BY: ALDERPERSON DAVID F. BOGDALA

**TO REPEAL AND CREATE SECTION 1.01 D. OF THE CODE OF GENERAL
ORDINANCES REGARDING ALDERMANIC DISTRICT
BOUNDARIES FOR THE CITY OF KENOSHA, WISCONSIN
BASED UPON THE 2010 US CENSUS**

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

Section One: Section 1.01 D. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows: That all Ordinances and Amendments thereof heretofore enacted and relating to District boundaries, be and the same hereby are, repealed and in lieu thereof, the following is substituted to read:

D. Aldermanic Districts.

1. District Boundaries. The City of Kenosha, Wisconsin, shall be, and is hereby divided into seventeen (17) Districts, each of which District shall consist of contiguous whole wards as created in Resolution No. 80-11, adopted by the Common Council of the City of Kenosha, Wisconsin, on July 6, 2011, as follows:

- a. **First District** shall consist of that part of the City of Kenosha contained in Ward One (1), Ward Two (2), Ward Three (3) and Ward Four (4);
- b. **Second District** shall consist of that part of the City of Kenosha contained in Ward Five (5), Ward Six (6), Ward Seven (7) and Ward Eight (8);
- c. **Third District** shall consist of that part of the City of Kenosha contained in Ward Nine (9), Ward Ten (10), Ward Eleven (11) and Ward Twelve (12);
- d. **Fourth District** shall consist of that part of the City of Kenosha contained in Ward Thirteen (13), Ward Fourteen (14), Ward Fifteen (15), Ward Sixteen (16) and Ward Nineteen (19);
- e. **Fifth District** shall consist of that part of the City of Kenosha contained in Ward Seventeen (17), Ward Eighteen (18), Ward Twenty (20), Ward Twenty-One (21) and Ward Twenty-Two (22);

f. **Sixth District** shall consist of that part of the City of Kenosha contained in Ward Twenty-Three (23), Ward Twenty-Four (24), Ward Twenty-Five (25) and Ward Twenty-Six (26);

g. **Seventh District** shall consist of that part of the City of Kenosha contained in Ward Twenty-Seven (27), Ward Twenty-Eight (28), Ward Twenty-Nine (29) and Ward Thirty (30);

h. **Eighth District** shall consist of that part of the City of Kenosha contained in Ward Thirty-One (31), Ward Thirty-Two (32), Ward Thirty-Three (33), Ward Thirty-Four (34) and Ward Thirty-Five (35);

i. **Ninth District** shall consist of that part of the City of Kenosha contained in Ward Forty (40), Ward Forty-One (41), Ward Forty-Two (42), Ward Forty-Three (43) and Ward Forty-Four (44);

j. **Tenth District** shall consist of that part of the City of Kenosha contained in Ward Forty-Five (45), Ward Forty-Six (46), Ward Forty-Seven (47), Ward Forty-Eight (48) and Ward Forty-Nine (49);

k. **Eleventh District** shall consist of that part of the City of Kenosha contained in Ward Fifty (50), Ward Fifty-One (51) and Ward Fifty-Two (52) and Ward Fifty-Three (53);

l. **Twelfth District** shall consist of that part of the City of Kenosha contained in Ward Thirty-Six (36), Ward Thirty-Seven (37), Ward Thirty-Eight (38), and Ward Thirty-Nine (39);

m. **Thirteenth District** shall consist of that part of the City of Kenosha contained in Ward Fifty-Nine (59), Ward Sixty (60), Ward Sixty-One (61) and Ward Sixty-Two (62);

n. **Fourteenth District** shall consist of that part of the City of Kenosha contained in Ward Sixty-Three (63), Ward Sixty-Four (64), Ward Sixty-Five (65), Ward Sixty-Six (66), and Ward Sixty-Seven (67);

o. **Fifteenth District** shall consist of that part of the City of Kenosha contained in Ward Fifty-Four (54), Ward Fifty-Five (55), Ward Fifty-Six (56), Ward Fifty-Seven (57) and Ward Fifty-Eight (58);

p. **Sixteenth District** shall consist of that part of the City of Kenosha contained in Ward Sixty-Eight (68), Ward Sixty-Nine (69), Ward Seventy (70), Ward Seventy-One (71), Ward Seventy-Two (72), Ward Seventy-Three (73), Ward Seventy-Four (74) and Ward Seventy-Five (75);

q. **Seventeenth District** shall consist of that part of the City of Kenosha contained in Ward

Seventy-Six (76), Ward Seventy-Seven (77), Ward Seventy-Eight (78), and Ward Seventy-Nine (79).

2. District Map. A map depicting the aforesaid Ward and District boundary lines is on file in the Office of the City Clerk/Treasurer, Kenosha, Wisconsin.

Section Two: This Ordinance shall become effective on January 1, 2012, after passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:

Matthew A. Knight
Deputy City Attorney
and
Department of City Development

| | | | |
|--|---|------------------|---------|
| City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030 | Kenosha City Plan Commission FACT SHEET | October 20, 2011 | Item 6a |
| By the Mayor - To Create Subsection 18.02 I. of the Zoning Ordinance to Amend the Comprehensive Plan for the City of Kenosha: 2035, District #1. (Petzke Park) PUBLIC HEARING | | | |

LOCATION/SURROUNDINGS:

Site: East and West of 14th Avenue, North of 31st Street

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman 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 Map C7-11, which identifies the Amendment to the Land Use Plan located in the Comprehensive Plan. The Amendment will change the land use designation for the referenced properties from Industrial to Parks and Recreation and Industrial to Government and Institutional. The change is consistent with the Petzke Park Master Plan and report adopted September 7, 2011.

RECOMMENDATION:

A recommendation is made to approve the proposed Zoning Ordinance.

B. RLO

Brian R. Wilke, Development Coordinator
/u2/acct/cp/ckays/CPC/2011/Oct20/fact-zo-1802I.odt

Jeffrey B. Labahn

Jeffrey B. Labahn, Director of City Development

ZONING ORDINANCE NO. _____

BY: CITY PLAN COMMISSION

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

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

Section One: Subsection 18.02 I. of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby created as follows:

18.02 The comprehensive plan adopted in subsection 18.01 is amended by the following:

1. By map C7-11 on file with the Department of City Development.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ZONING ORDINANCE NO. _____

BY: CITY PLAN COMMISSION

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

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

Section One: Subsection 18.02 I. of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby created as follows:

18.02 The comprehensive plan adopted in subsection 18.01 is amended by the following:

- I. By map C7-11 on file with the Department of City Development.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

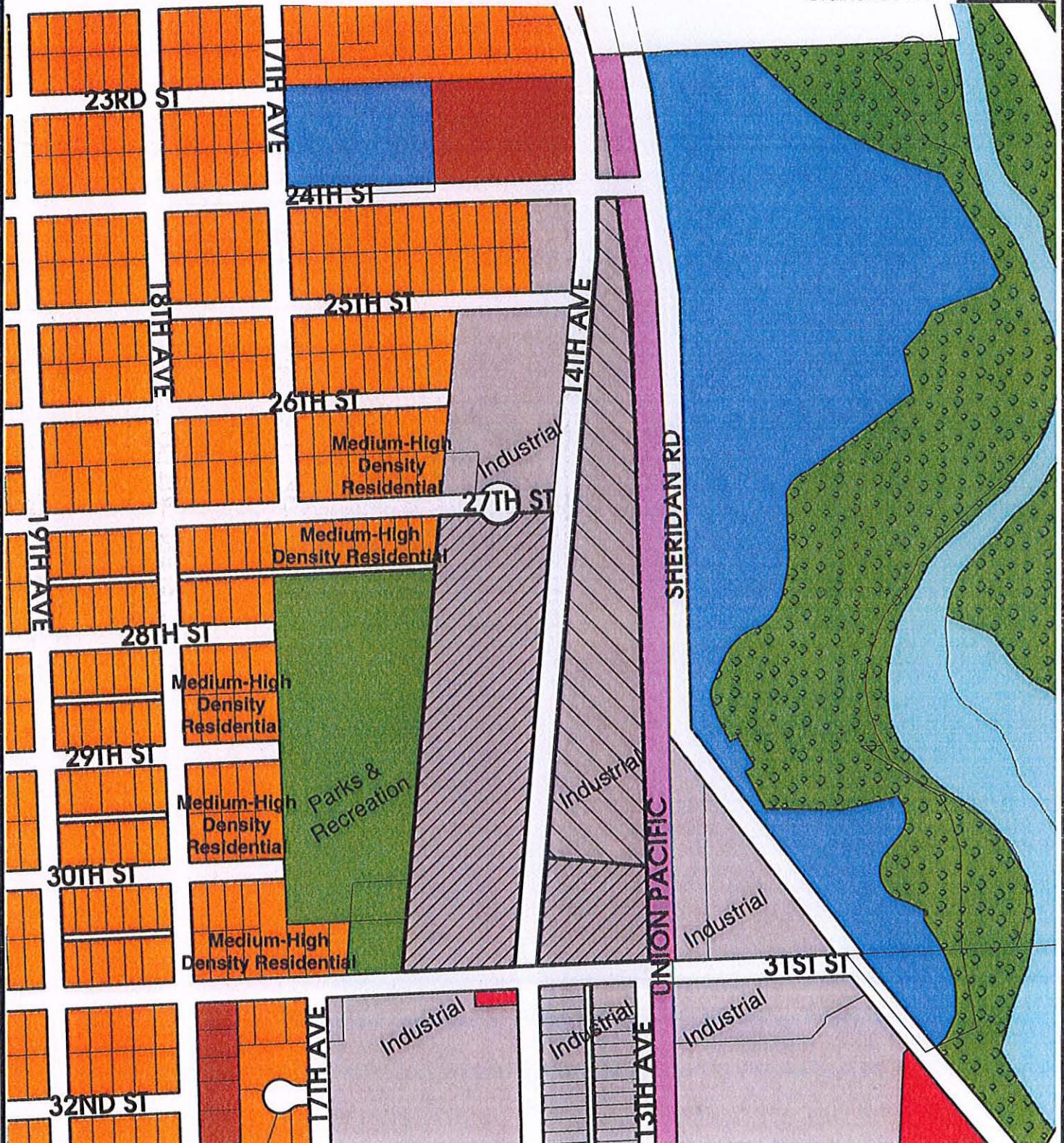
City of Kenosha

Comprehensive Plan Amendment

City Plan Commission Petition

Supplement No. C7-11

Ordinance No.



Property requested to be changed from Industrial to Parks & Recreation



Property requested to be changed from Industrial to Government & Institutional



Common Council Agenda Item E1

| | | | |
|--|---|------------------|--------|
| City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030 | Kenosha City Plan Commission FACT SHEET | October 20, 2011 | Item 5 |
| By the Mayor - To Rezone properties located east and west of 14th Avenue, north of 31st Street from M-2 Heavy Manufacturing to IP Institutional Park in conformance with Section 10.02 of the Zoning Ordinance, District #1. (Petzke Park) PUBLIC HEARING | | | |

LOCATION/SURROUNDINGS:

Site: East and West of 14th Avenue, North of 31st Street (former MacWhyte site)
Neighborhood: Petzke Park Neighborhood

Vicinity Zoning/Land Use

North: M-1, RG-1/Vacant, Mixed Residential
South: M-2/Industrial, Mixed Residential
East: M-2, IP/Industrial, Cemetery
West: IP, RG-1/Park, Mixed Residential

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

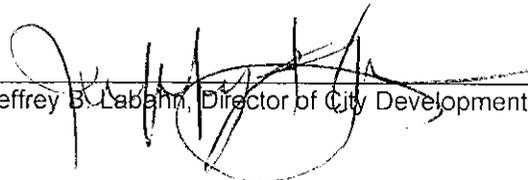
- The City of Kenosha is petitioning to rezone the properties from M-2 Heavy Manufacturing to IP Institutional Park. The purpose of the rezoning is to facilitate the Petzke Park Plan and formalize the Zoning for the Carthage Parking lot.
- Rezoning of the property to IP Institutional Park is consistent with the existing land uses in the area and the amended Comprehensive Plan.
- The final development will also be required to be in compliance with the applicable City and State Ordinances, Codes and development standards. The parking lot for Carthage College has already been approved and constructed.

RECOMMENDATION:

A recommendation is made to approve the rezoning.



Brian R. Wilke, Development Coordinator
/u2/acct/cp/ckays/CPC/2011/Oct20/fact-rezone-cpc-petzke.oot

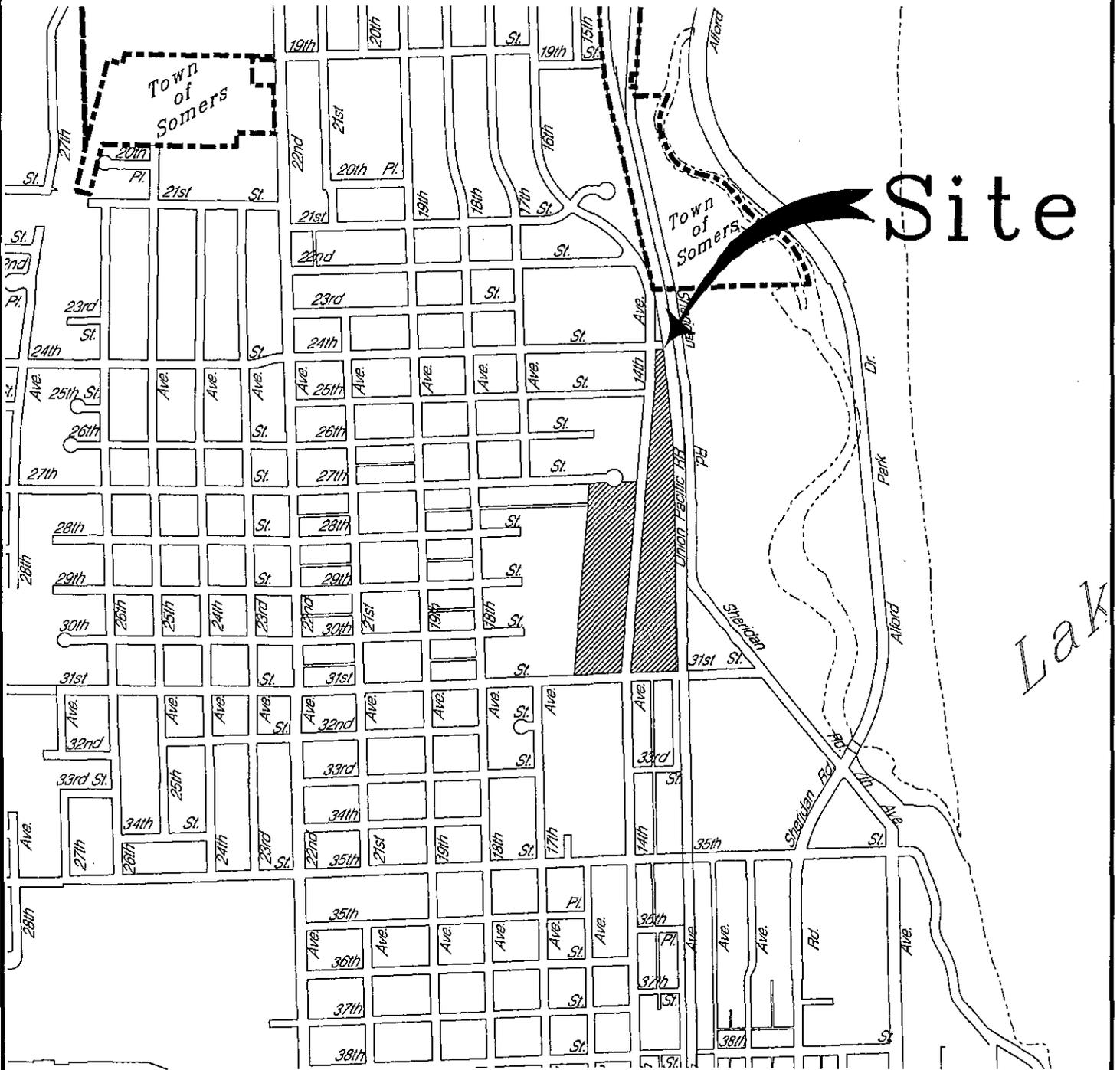


Jeffrey B. Labahn, Director of City Development

CITY OF KENOSHA

Vicinity Map

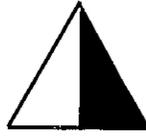
City Plan Commission Rezoning



Site

Lake

NORTH



0 1000'

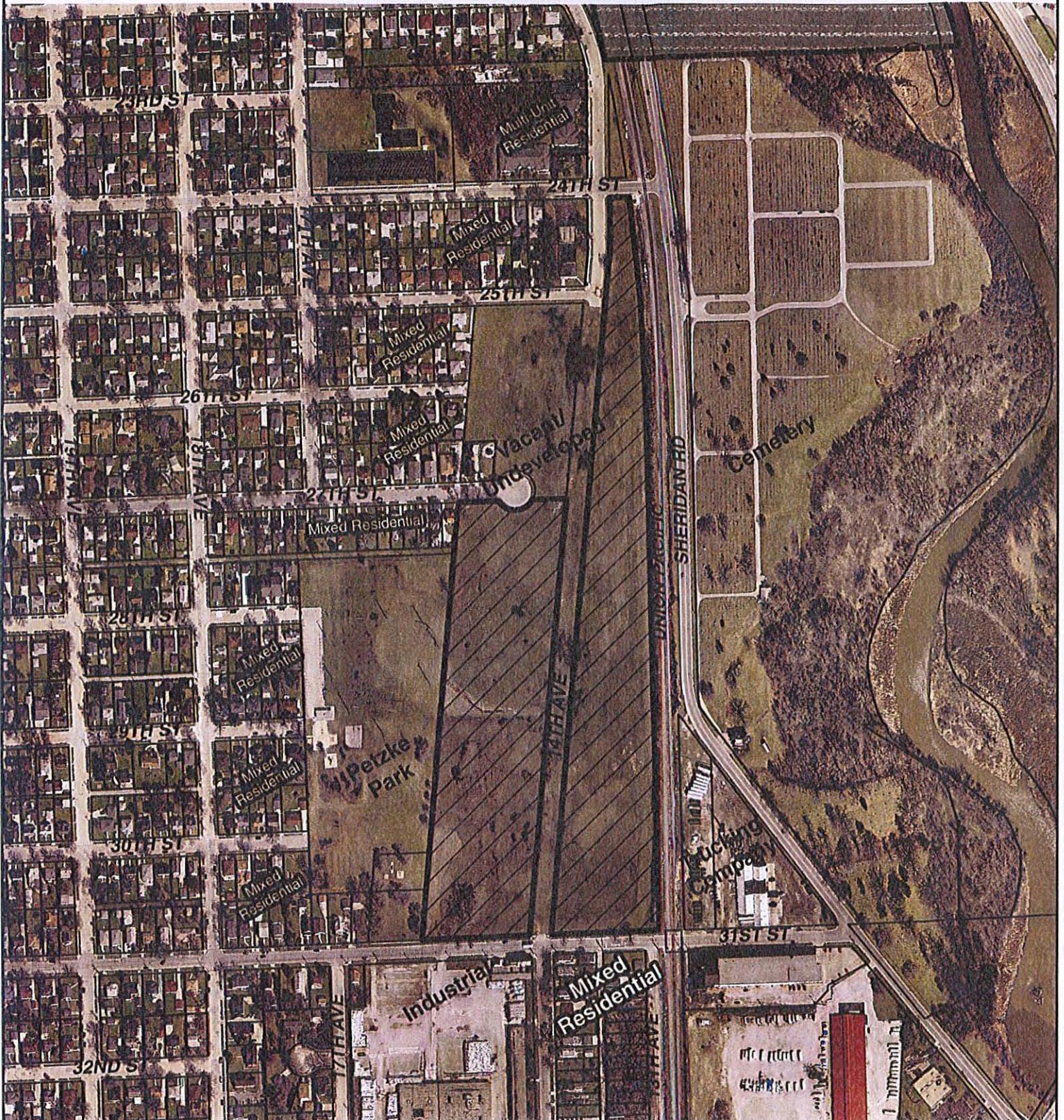


----- Municipal Boundary

City of Kenosha

Land Use Map

City Plan Commission Rezoning



Property requested to be rezoned



CITY OF KENOSHA

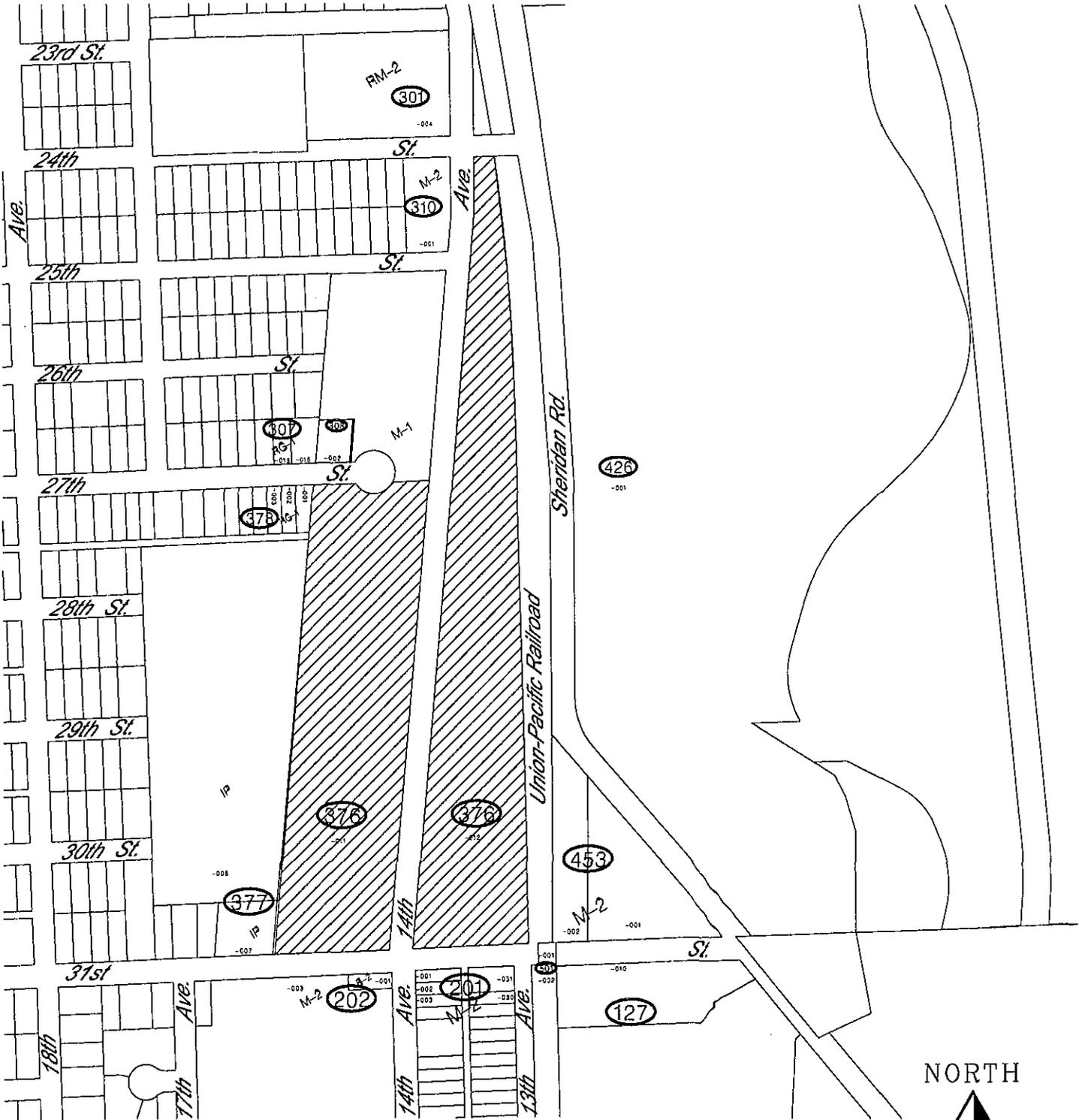
District Map

Rezoning

SUPPLEMENT NO. 27-11

ORDINANCE NO. _____

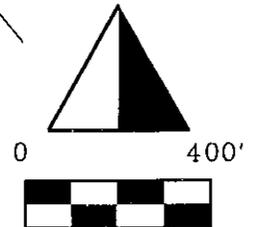
City Plan Commission Petition

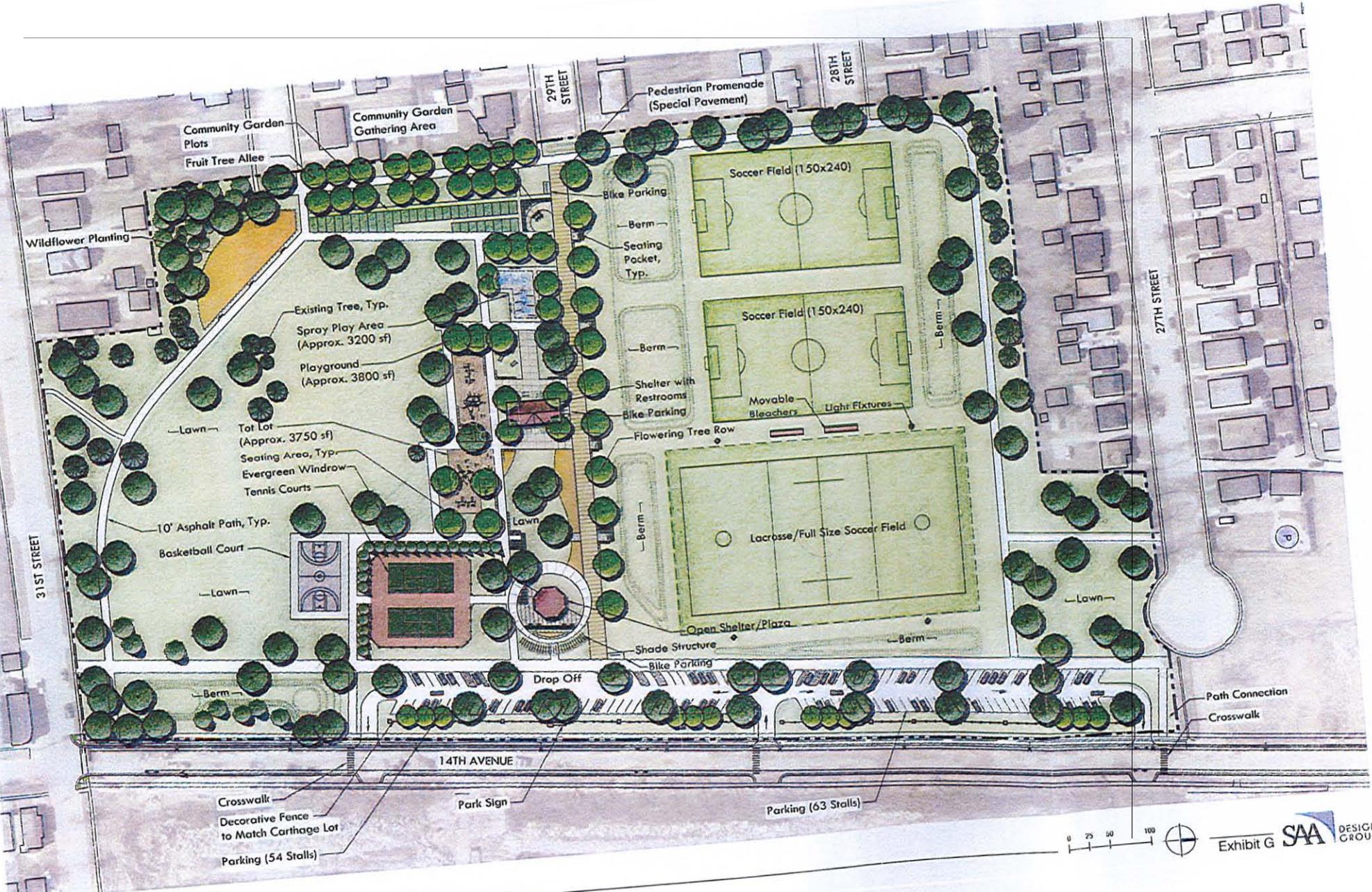


Property to be rezoned from:

 M-2 Heavy Manufacturing to
 IP Institutional Park

NORTH





Petzke Park Master Plan
Kenosha, Wisconsin

ID | 2407.04 0405 | 2011

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



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

October 10, 2011

Notice of Public Hearing

Rezoning of Property Located East and West of 14th Avenue and North of 31st Street (Petzke Park)

The City Plan Commission will hold a public hearing on a petition submitted by the City of Kenosha to rezone the property located east and west of 14th Avenue and north of 31st Street. The proposed rezoning would amend the zoning on the property from M-2 Heavy Manufacturing District to IP Institutional Park. An Amendment to the City's adopted *Comprehensive Land Use Plan for the City of Kenosha: 2035* is also required. The Amendment would change the land use from *Industrial* to *Government and Institutional* and to *Parks and Recreation*. The rezoning request is to facilitate the Petzke Park Plan.

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

*Thursday, October 20, 2011 at 5:00 p.m.
Municipal Building
625 52nd Street - Room 202
Kenosha, WI 53140*

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

The City Plan Commission will make a recommendation to the Common Council on the zoning petition. The Common Council is tentatively scheduled to hold a public hearing and take final action on this item at their meeting on *Monday, December 5, 2011 at 7:00 p.m. in Room 200 of the Municipal Building.*

Additional information regarding this petition is on file with the Department of City Development in Room 308 of the Municipal Building. For additional information or related questions, please contact Brian Wilke via email at bwilke@kenosha.org or at 262.653.4049.

BW:kas
Enclosure

DRAFT 08/31/11

REVISED CHANGES OF PSW COMM 09/12/11

PROPOSED CHANGES BY ALDERPERSON JESSE DOWNING ~~10/19/11~~ 11/07/11 and 11/14/11

SPONSOR: PUBLIC SAFETY & WELFARE COMMITTEE

**TO REPEAL AND RECREATE VARIOUS SECTIONS OF
CHAPTER 15 OF THE CODE OF GENERAL ORDINANCES
RELATED TO OFF-PREMISE SIGNS.**

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

Section One: Section 15.07 F. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

Section Two: Section 15.12 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

15.12 PROHIBITED SIGNS

All Signs not expressly permitted are prohibited in any location in the City. The following Signs are specifically prohibited:

1. Signs containing statements, words or pictures of an obscene or pornographic nature.
2. A Sign, handbill, notice or poster affixed to a tree, fence, pole, Street Sign, Traffic Sign or other structure not constructed or intended for use as a Sign base, which is not authorized by this Ordinance.
3. Revolving Signs.
4. Roof Signs.
5. Signs which are structurally dangerous, or unsafe.
6. Abandoned/Obsolete Signs.
7. Flashing and Animated Signs.
8. Deteriorated Signs.
9. Signs used beyond time limits provided in this Ordinance.
- ~~10. Off-premise commercial signs.~~

Section Three: Section 15.15 A. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

15.15 OFF-PREMISE SIGNS

A. Purpose. This Section is intended to protect the public health, safety and welfare by regulating the construction, materials, **placement/location**, size, height, spacing and maintenance of Off-Premise Commercial Signs. This Section is designed to ensure that Off-Premise Commercial Signs are compatible with other Signs and land uses, and are not detrimental to the aesthetic quality of the community.

Off premise commercial signs are subject to City approval pursuant to the following procedures:

1. **Sign Replacement** (same size sign in the same location): off premise sign permit.

2. New Sign Location or Relocation Where the Proposed Sign is 300 Square Feet or Less: site plan review in conformance with Section 14.0 of the Zoning Ordinance.

3. New Sign Location or Relocation where the Proposed Sign is Greater than 300 Square Feet: conditional use permit site plan review in conformance with Section 14.0 of the Zoning Ordinance.

4. Bulletin Sign (Size 14' x 48'): ~~conditional use permit~~ site plan review in conformance with Section 4.0 of the Zoning Ordinance.

5. Sign Not in Compliance with §15.15 H.5 and §15.15 H.7: conditional use permit in conformance with Section 4.0 of the Zoning Ordinance.

6. Digital Display: conditional use permit in conformance with Section 4.0 of the Zoning Ordinance.

All Off-Premise Commercial Signs existing in the City shall be maintained in accordance with the following conditions and restrictions. ~~Table 2 of this ordinance identifies off-premise sign review procedure requirements.~~

Section Four: Section 15.15 B. of the Code of General Ordinances for the City of

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

B. Illumination.

1. The light rays from any Off-Premise Commercial Sign which is externally illuminated shall be cast directly upon the Sign Face surface and shall not be visible to motor vehicle operators, except as may be reflected from the Sign Face. The illumination of Off-Premise Commercial Signs will not be permitted between 12:00 A.M. and 5:00 A.M. No Off-Premise Commercial Sign shall contain flashing elements or video displays.

2. Digital Display Illumination. Digital Display Off-Premise Signs shall be subject to the following regulations:

a. Each change of message shall be accomplished in one second or less.

b. Each message shall remain in a fixed position for at least 6 seconds.

c. The use of traveling messages or segmented messages is prohibited.

d. No variable message sign lamp may be illuminated to a degree of brightness that is greater than necessary for adequate visibility. Signs found to be brighter than necessary for adequate visibility shall be adjusted by the person owning or controlling the sign in accordance with the instructions of the Common Council.

e. The Common Council by rule, may prohibit or establish restrictions on the illumination of messages to a degree of brightness that is greater than necessary for adequate visibility.

f. The illumination of Off-Premise Commercial Signs with Digital Display Illumination has no restriction of hours of operation.

Section Four Five: Sections 15.15 D.2., D.4. and D.5. of the Code of General

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

2. The Sign may be sold, leased, or otherwise transferred without affecting its Nonconforming status, but its location may not be changed. ~~An nonconforming off-premise commercial sign removed as a result of a street Right-of-Way taking or for any other reason may be relocated. only if the sign is made to conform to this ordinance.~~

4. In accordance with Section 62.23(7)(h), Wisconsin Statutes, ~~the Signs which are a nonconforming use~~ must remain ~~substantially~~ the same as ~~it was~~ they were on the effective date of this Ordinance and may not be enlarged or expanded. Any extension, enlargement, rebuilding, changing the materials of the Sign structure,

changing the size of the Sign structure materials, adding catwalks, adding guys or struts for stabilization of the Sign or structure, adding lights to a nonilluminated Sign, changing the height of the Sign aboveground, **structural alteration to prolong the life of the sign or re-erection of the Sign is prohibited shall not during the sign's life exceed 50 percent of the assessed value of the sign unless permanently changed to a conforming use. The Sign may not be structurally altered so as to prolong the life of the Sign.**

5. The Sign may continue in use as long as it is not ~~destroyed, extended, expanded,~~ abandoned; or discontinued. ~~A Sign is deemed destroyed when it is rendered any or all of the following descriptions: dismantled, removed or modified from its original state. A Sign shall be deemed expanded if any or all of the following standards are met: increase in size, mass, volume or scope in any direction; provide greater detail; to spread out; to increase or grow in extent; or, to increase in width or circumference.~~ A Sign is deemed abandoned or discontinued if for a period of twelve (12) months or longer, it is composed of obsolete advertising matter, or is without advertising matter, or is in need of substantial repair provided that any period of involuntary discontinuance which occurs during the period a street is closed shall not be considered. A Sign is deemed abandoned or discontinued if the name of the owner does not appear thereon and if the name and address of the current owner is not readily ascertainable from records on file with the Department of Neighborhood Services and Inspections.

An unsafe to abandoned Sign is declared a public nuisance, which shall be abated by the owner within sixty (60) days of receiving notice from the Department. After sixty (60) days, the Sign may be removed by the Department, and the cost thereof shall be placed on the tax roll as a special assessment and become a lien against the benefited property, unless paid sooner.

Section Five Six:

Sections 15.15 G. and H. of the Code of General Ordinances for

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

GH. Replacement Sign Credits. Off-Premise Signs constructed as a result of Replacement Sign Credits ~~granted prior to June 16, 2008,~~ shall be subject to the following Ordinance standards. ~~enacted March 6, 1995. An Off-Premise Sign Permit shall be obtained prior to the expiration of subject credits.~~

1. Permitted Zoning Districts. Off-Premise Signs are permitted only in the B-2, M-1, M-2 Zoning Districts and are subject to the regulations of those districts.

2. Size Requirements. Off-Premise Signs shall not exceed ~~three hundred (300)~~ six hundred seventy-two (672) square feet of Sign Face area per Sign Face, not including any trim, supporting frame work, uprights or decorative fencing/apron, ~~with no more than two (2) sides per Sign structure and only one (1) Sign Face per side,~~ for a total Sign Face area of ~~six hundred (600)~~ one thousand three hundred forty-four (1,344) square feet to include both sides and faces. The Sign Face area per Sign Face shall be calculated on the basis of adding together the area of the Off-Premise Sign Face(s) that can be read from one (1) direction at one (1) time. Where two identical Off-Premise Signs are placed back-to-back on the same Sign supports, the Signs shall not be separated by more than four (4') feet so that both Sign Faces cannot be read from one direction simultaneously. A Sign extension comprising no more than ten (10%) percent of the allowable Sign Face area may be added providing the extension does not extend more than five (5') feet beyond the perimeter of the Sign Face.

3. Setback Requirements. Off-Premise Signs shall be set back ~~(30)thirty~~ (fifteen (15')) from the Street Right-Of-Way and shall be located so as to avoid any contact with communication and/or electrical lines. The distance will be measured from the area of the Sign structure closest to the Street Right-Of-Way. Off-Premise Signs shall also comply with setback and other requirements of State law when located abutting Federal or State highways, or interchanges.

4. Spacing Between Off-Premise Signs. Off-Premise Signs shall comply with the spacing requirements of State laws, rules, and regulations, and in no case shall Off-Premise Signs be permitted to be constructed, erected or installed within ~~seven hundred fifty (750)~~ five hundred (500) feet ~~radius~~ of another Off-Premise Sign on the same side of the street.

5. Height. The maximum height to the top of any Off-Premise Sign shall be ~~twenty~~ thirty-five (35) feet. The height of a such Sign shall be computed as the distance from the base of the Sign at normal grade to the top of the highest attached component of the Sign. Normal grade shall be construed to be the higher of: the existing grade prior to construction; or the newly established grade after construction exclusive of any filling, berming or excavating solely for the purpose of locating the Sign. In cases in which the normal grade cannot reasonably be determined, height shall be computed on the assumption that the elevation of the normal grade at the base of the Sign is equal to the elevation of the nearest point of the crown of a public street. Off-Premise Signs located on a premise adjacent to frontage roads, on interstates, expressways, or State highways where pavement grade may be higher due to bridges entrance/exit ramps may be allowed to achieve a maximum height of thirty-five (35) feet above the highest point of that pavement grade. ~~Signs~~ ~~or~~ within one thousand (1,000') feet of the Interstate Highway Right-of-Way shall have a maximum height of forty (40') feet above the center line of the roadway from which it is intended to be viewed, or grade at the sign structure, whichever is greater. If adjacent to an Interstate Highway bridge or viaduct shall have a maximum height of fifty (50') feet above the center line of the roadway from which it is intended to be viewed or grade at the sign structure, whichever is greater.

6. Off-Premise Signs are prohibited in any Historic District, on any bridge crossing, and shall not be located on or over the roof of a building.

7. Off-Premise Signs shall not be constructed, erected or installed within seventy-five (75) feet of the B-3 Central Business District.

Off-Premise Signs shall not be constructed, erected or installed one hundred fifty (150) feet of any Residential or IP Institutional Park District. This restriction shall not be applicable to any Residential or IP Institutional Park District Zoned property located on State Highways.

Off-Premise Signs shall not be constructed, erected or installed within ~~five~~ two hundred (200) feet of any Historic Site or Historic District, or any school, church, public park, Recreation Area; or public playground; ~~or environmental corridor~~. This distance shall be measured from the outermost portion of the Off-Premise Sign structure.

8. No Off-Premise Sign shall be erected in a location prohibited by this Ordinance.

9. No Off-Premise Sign shall be erected so as to prevent ingress or egress from any door or window, or any other exitway required by the Building or Fire Codes of the City.

10. No Off-Premise Sign shall be located in such a manner as to obscure, or otherwise interfere with the effectiveness of a traffic Sign, signal or device, obstruct or physically interfere with a motor vehicle operator's view of approaching, merging or intersecting traffic.

11. No Off-Premise Sign shall be attached to a standpipe, gutter drain or fire escape.

12. No Off-Premise Sign shall be erected so to impair access to a roof.

HI. Off-Premises Signs in City Parks or Recreation Areas. This section does not apply to off-premise signs placed in City parks or recreational areas pursuant to authorization for non-permanent placement, from the Parks Commission.

Section Six Seven:

To create Section 15.15 G. of the Code of General Ordinances

for the City of Kenosha, Wisconsin, as follows:

G. Replacement Sign Credit. The owner of ~~a nonconforming~~ an existing Off-Premise Sign may receive a Replacement Sign Credit upon removal of ~~a Nonconforming~~ an existing Off-Premise Sign. The owners or operators of ~~Nonconforming~~ Off-Premise Signs which are ordered to be removed by the Administrator to protect the public's welfare and safety, or Signs which are damaged or destroyed beyond twenty-five (25%) percent of its then current value, may also receive a Replacement Sign Credit.

The Replacement Sign Credit shall be subject to the following conditions:

1. The Replacement Sign Credit shall ~~not expire. be valid for a period of one (19) year.~~
2. Replacement Sign Credits are ~~not~~ transferable.
3. The holder of the Replacement Sign Credit shall locate and construct, install and erect an

Off-Premise Sign in accordance with this Ordinance as it exists at the time of construction, erection and installation.

4. A Replacement Sign Credit shall be awarded for each sign face removed.

Section Seven Eight:

To create Subsection J. of the Code of General Ordinances for the City

of Kenosha, Wisconsin, as follows:

J. Off-Premise Sign Cap. The number of Off-Premise Signs in the City is limited to 105 signs, which is the number of such Signs in existence on the 1st day of October 2011, notwithstanding the addition of any existing signs as the result of annexation or attachment. The installation of an Off-Premise Sign is permitted only with Replacement Sign Credits. ~~Upon expiration of each Replacement Sign Credit, the total number of allowable Off-Premise Sign Faces within the City of Kenosha shall be reduced by one.~~

Section Eight Nine:

To create and add a definition to Section 15.11 of the Code of General

Ordinances for the City of Kenosha, Wisconsin, as follows:

Digital Display Off-Premises Sign. An off-premises advertising sign, display or device that ~~changes the message copy on the sign by means of light emitting diodes (LED's), fiber optics, light bulbs or other illumination devices within the display area, and includes tri-vision signs and mechanically operated signs.~~ may contain multiple or variable messages, including messages on louvers that are rotated and messages formed solely by use of lights or other electronic or digital displays, that may be changed by any electronic process.

Section SevenNine Ten:

To create the line pertaining to off-premises in Table 12 of

~~Chapter 15 of the Code of General Ordinances for the City of Kenosha, Wisconsin, pertaining to off-premise signs as follows:~~

| SIGN DESCRIPTIONS | B-1/B-2/B-3/B-4 | IP | M-1/M-2 | RG/RS/RD/RR | RM |
|--|----------------------------|------------------|-------------|---------------|------------------|
| Digital Display Off-Premises Signs (Refer to Chapter 4 of the Zoning Ordinance) | CONDITIONAL only in B-2 | NOT PERMITTED | CONDITIONAL | NOT PERMITTED | NOT PERMITTED |

| SIGN DESCRIPTIONS | B-1/B-2/B-3/B-4 | IP | M-1/M-2 | RG/RS/RD/RR/TR D | RM |
|---|-----------------------------|-------------------|-----------------------------|---------------------|---------------|
| Off-Premises Sign- Replacement (Same- location/Same size) | OFF-PREMISE SIGN- PERMIT | NOT- PERMITTED | OFF-PREMISE SIGN- PERMIT | NOT- PERMITTED | NOT PERMITTED |
| Off-Premises Sign —New- location or relocation | SITE PLAN REVIEW | NOT- PERMITTED | SITE PLAN REVIEW | NOT- PERMITTED | NOT PERMITTED |
| Off-Premises Sign — Bulletin Size (14' x 48') | CONDITIONAL USE- PERMIT | NOT- PERMITTED | CONDITIONAL USE- PERMIT | NOT- PERMITTED | NOT PERMITTED |
| Off-Premises Sign —Not in Compliance with 15.15 H.7. of G.C. | CONDITIONAL USE- PERMIT | NOT- PERMITTED | CONDITIONAL USE- PERMIT | NOT- PERMITTED | NOT PERMITTED |
| Digital Display Off- Premises Sign | CONDITIONAL USE- PERMIT | NOT- PERMITTED | CONDITIONAL USE- PERMIT | NOT- PERMITTED | NOT PERMITTED |

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

SPONSOR: PUBLIC SAFETY & WELFARE COMMITTEE

**TO REPEAL AND RECREATE VARIOUS SECTIONS OF
CHAPTER 15 OF THE CODE OF GENERAL ORDINANCES
RELATED TO OFF-PREMISE SIGNS.**

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

Section One: Section 15.07 F. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

Section Two: Section 15.12 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

15.12 PROHIBITED SIGNS

All Signs not expressly permitted are prohibited in any location in the City. The following Signs are specifically prohibited:

1. Signs containing statements, words or pictures of an obscene or pornographic nature.
2. A Sign, handbill, notice or poster affixed to a tree, fence, pole, Street Sign, Traffic Sign or other structure not constructed or intended for use as a Sign base, which is not authorized by this Ordinance.
3. Revolving Signs.
4. Roof Signs.
5. Signs which are structurally dangerous, or unsafe.
6. Abandoned/Obsolete Signs.
7. Flashing and Animated Signs.
8. Deteriorated Signs.
9. Signs used beyond time limits provided in this Ordinance.

Section Three: Section 15.15 A. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

15.15 OFF-PREMISE SIGNS

A. Purpose. This Section is intended to protect the public health, safety and welfare by regulating the construction, materials, placement/location, size, height, spacing and maintenance of Off-Premise Commercial Signs. This Section is designed to ensure that Off-Premise Commercial Signs are compatible with other Signs and land uses, and are not detrimental to the aesthetic quality of the community.

Off premise commercial signs are subject to City approval pursuant to the following procedures:

1. **Sign Replacement** (same size sign in the same location): off premise sign permit.
2. **New Sign Location or Relocation Where the Proposed Sign is 300 Square Feet or Less:** site plan review in conformance with Section 14.0 of the Zoning Ordinance.
3. **New Sign Location or Relocation where the Proposed Sign is Greater than 300 Square Feet:** site plan review in conformance with Section 14.0 of the Zoning Ordinance.

4. **Bulletin Sign** (Size 14' x 48'): site plan review in conformance with Section 14.0 of the Zoning Ordinance.

5. **Sign Not in Compliance with §15.15 H.5 and §15.15 H.7:** conditional use permit in conformance with Section 4.0 of the Zoning Ordinance.

6. **Digital Display:** conditional use permit in conformance with Section 4.0 of the Zoning Ordinance.

All Off-Premise Commercial Signs existing in the City shall be maintained in accordance with the following conditions and restrictions.

Section Four: Section 15.15 B. of the Code of General Ordinances for the City of

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

B. Illumination.

1. The light rays from any Off-Premise Commercial Sign which is externally illuminated shall be cast directly upon the Sign Face surface and shall not be visible to motor vehicle operators, except as may be reflected from the Sign Face. The illumination of Off-Premise Commercial Signs will not be permitted between 12:00 A.M. and 5:00 A.M. No Off-Premise Commercial Sign shall contain flashing elements or video displays.

2. **Digital Display Illumination.** Digital Display Off-Premise Signs shall be subject to the following regulations:

a. Each change of message shall be accomplished in one second or less.

b. Each message shall remain in a fixed position for at least 6 seconds.

c. The use of traveling messages or segmented messages is prohibited.

d. No variable message sign lamp may be illuminated to a degree of brightness that is greater than necessary for adequate visibility. Signs found to be brighter than necessary for adequate visibility shall be adjusted by the person owning or controlling the sign in accordance with the instructions of the Common Council.

e. The Common Council by rule, may prohibit or establish restrictions on the illumination of messages to a degree of brightness that is greater than necessary for adequate visibility.

f. The illumination of Off-Premise Commercial Signs with Digital Display Illumination has no restriction of hours of operation.

Section Five: Sections 15.15 D.2., D.4. and D.5. of the Code of General Ordinances

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

2. The Sign may be sold, leased, or otherwise transferred without affecting its Nonconforming status, but its location may not be changed. An off-premise commercial sign removed as a result of a street Right-of-Way taking or for any other reason may be relocated.

4. In accordance with Section 62.23(7)(h), Wisconsin Statutes, Signs which are a nonconforming use must remain the same as they were on the effective date of this Ordinance and may not be enlarged or expanded. Any extension, enlargement, rebuilding, changing the materials of the Sign structure, changing the size of the Sign structure materials, adding catwalks, adding guys or struts for stabilization of the Sign or structure, adding lights to a nonilluminated Sign, changing the height of the Sign aboveground, structural alteration to prolong the life of the sign or re-erection of the Sign shall not during the Sign's life exceed 50 percent of the assessed value of the sign unless permanently changed to a conforming use.

5. The Sign may continue in use as long as it is not abandoned or discontinued. A Sign is deemed

abandoned or discontinued if for a period of twelve (12) months or longer, it is composed of obsolete advertising matter, or is without advertising matter, or is in need of substantial repair provided that any period of involuntary discontinuance which occurs during the period a street is closed shall not be considered. A Sign is deemed abandoned or discontinued if the name of the owner does not appear thereon and if the name and address of the current owner is not readily ascertainable from records on file with the Department of Neighborhood Services and Inspections.

An unsafe to abandoned Sign is declared a public nuisance, which shall be abated by the owner within sixty (60) days of receiving notice from the Department. After sixty (60) days, the Sign may be removed by the Department, and the cost thereof shall be placed on the tax roll as a special assessment and become a lien against the benefited property, unless paid sooner.

Section Six: Sections 15.15 G. and H. of the Code of General Ordinances for the

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

H. Replacement Sign Credits. Off-Premise Signs constructed as a result of Replacement Sign Credits shall be subject to the following Ordinance standards.

1. Permitted Zoning Districts. Off-Premise Signs are permitted only in the B-2, M-1, M-2 Zoning Districts and are subject to the regulations of those districts.

2. Size Requirements. Off-Premise Signs shall not exceed six hundred seventy-two (672) square feet of Sign Face area per Sign Face, not including any trim, supporting frame work, uprights or decorative fencing/apron, for a total Sign Face area of one thousand three hundred forty-four (1,344) square feet to include both sides and faces. The Sign Face area per Sign Face shall be calculated on the basis of adding together the area of the Off-Premise Sign Face(s) that can be read from one (1) direction at one (1) time. Where two identical Off-Premise Signs are placed back-to-back on the same Sign supports, the Signs shall not be separated by more than four (4') feet so that both Sign Faces cannot be read from one direction simultaneously. A Sign extension comprising no more than ten (10%) percent of the allowable Sign Face area may be added providing the extension does not extend more than five (5') feet beyond the perimeter of the Sign Face.

3. Setback Requirements. Off-Premise Signs shall be set back fifteen (15') from the Street Right-Of-Way and shall be located so as to avoid any contact with communication and/or electrical lines. The distance will be measured from the area of the Sign structure closest to the Street Right-Of-Way. Off-Premise Signs shall also comply with setback and other requirements of State law when located abutting Federal or State highways, or interchanges.

4. Spacing Between Off-Premise Signs. Off-Premise Signs shall comply with the spacing requirements of State laws, rules, and regulations, and in no case shall Off-Premise Signs be permitted to be constructed, erected or installed within five hundred (500) feet of another Off-Premise Sign on the same side of the street.

5. Height. The maximum height to the top of any Off-Premise Sign shall be thirty-five (35') feet. The height of a such Sign shall be computed as the distance from the base of the Sign at normal grade to the top of the highest attached component of the Sign. Normal grade shall be construed to be the higher of: the existing grade prior to construction; or the newly established grade after construction exclusive of any filling, berming or excavating solely for the purpose of locating the Sign. In cases in which the normal grade cannot reasonably be determined, height shall be computed on the assumption that the elevation of the normal grade at the base of the Sign is equal to the elevation of the nearest point of the crown of a public street. Off-Premise Signs located on a premise adjacent to frontage roads, on interstates, expressways, or State highways where pavement grade may be higher due to bridges entrance/exit ramps may be allowed to achieve a maximum height of thirty-five (35') feet

above the highest point of that pavement grade. Signs within one thousand (1,000') feet of the Interstate Highway Right-of-Way shall have a maximum height of forty (40') feet above the center line of the roadway from which it is intended to be viewed, or grade at the sign structure, whichever is greater. If adjacent to an Interstate Highway bridge or viaduct shall have a maximum height of fifty (50') feet above the center line of the roadway from which it is intended to be viewed or grade at the sign structure, whichever is greater.

6. Off-Premise Signs are prohibited in any Historic District, on any bridge crossing, and shall not be located on or over the roof of a building.

7. Off-Premise Signs shall not be constructed, erected or installed within seventy-five (75') feet of the B-3 Central Business District.

Off-Premise Signs shall not be constructed, erected or installed one hundred fifty (150') feet of any Residential or IP Institutional Park District. This restriction shall not be applicable to any Residential or IP Institutional Park District Zoned property located on State Highways.

Off-Premise Signs shall not be constructed, erected or installed within two hundred (200') feet of any Historic Site or Historic District, or any school, church, public park, Recreation Area or public playground. This distance shall be measured from the outermost portion of the Off-Premise Sign structure.

8. No Off-Premise Sign shall be erected in a location prohibited by this Ordinance.

9. No Off-Premise Sign shall be erected so as to prevent ingress or egress from any door or window, or any other exitway required by the Building or Fire Codes of the City.

10. No Off-Premise Sign shall be located in such a manner as to obscure, or otherwise interfere with the effectiveness of a traffic Sign, signal or device, obstruct or physically interfere with a motor vehicle operator's view of approaching, merging or intersecting traffic.

11. No Off-Premise Sign shall be attached to a standpipe, gutter drain or fire escape.

12. No Off-Premise Sign shall be erected so to impair access to a roof.

I. Off-Premises Signs in City Parks or Recreation Areas. This section does not apply to off-premise signs placed in City parks or recreational areas pursuant to authorization for non-permanent placement, from the Parks Commission.

Section Seven: To create Section 15.15 G. of the Code of General Ordinances for the

City of Kenosha, Wisconsin, as follows:

G. Replacement Sign Credit. The owner of an existing Off-Premise Sign may receive a Replacement Sign Credit upon removal of an existing Off-Premise Sign. The owners or operators of Off-Premise Signs which are ordered to be removed by the Administrator to protect the public's welfare and safety, or Signs which are damaged or destroyed beyond twenty-five (25%) percent of its then current value, may also receive a Replacement Sign Credit.

The Replacement Sign Credit shall be subject to the following conditions:

1. The Replacement Sign Credit shall not expire.
2. Replacement Sign Credits are transferable.
3. The holder of the Replacement Sign Credit shall locate and construct, install and erect an Off-Premise Sign in accordance with this Ordinance as it exists at the time of construction, erection and installation.
4. A Replacement Sign Credit shall be awarded for each sign face removed.

Section Eight: To create Subsection J. of the Code of General Ordinances for the City of Kenosha, Wisconsin, as follows:

J. Off-Premise Sign Cap. The number of Off-Premise Signs in the City is limited to 105 signs, which is the number of such Signs in existence on the 1st day of October 2011, notwithstanding the addition of any existing signs as the result of annexation or attachment. The installation of an Off-Premise Sign is permitted only with Replacement Sign Credits.

Section Nine: To create and add a definition to Section 15.11 of the Code of General Ordinances for the City of Kenosha, Wisconsin, as follows:

Digital Display Off-Premises Sign. An off-premises advertising sign, display or device that may contain multiple or variable messages, including messages on louvers that are rotated and messages formed solely by use of lights or other electronic or digital displays, that may be changed by any electronic process.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

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



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Mayor Keith Bosman
Members of the Common Council

FROM: Jeffrey B. Labahn, Department of City Development 

RE: **Vacant Building Code - General Code Chapter 28**

DATE: November 15, 2011

The existing Vacant Building Code (Chapter 28 of the Code of General Ordinances) was adopted by the City in 2008. The stated intent of the Code "... is to establish the measures and requirements reasonably necessary to protect the health, safety and welfare of the public from the public nuisances, blight and negative market impact of vacant or abandoned buildings and structures."

The Ordinance applies to all manufacturing, commercial, institutional and mixed-use occupancy buildings vacant for a minimum of 180 consecutive days. The Ordinance also applies to buildings that have been partially vacant for a minimum of 180 consecutive days and have a history of violations. Both an interior and exterior inspection is required to be conducted on an annual basis. The scope of the inspection and maintenance standards is stipulated in the Ordinance.

Approximately one year ago, the Department of Neighborhood Services & Inspections essentially suspended the program based on a concern over the established application fee schedule. The fee schedule previously adopted by Common Council, was \$360.00 plus \$0.07 per square foot of vacant floor space. With the emergence of several large vacant buildings, the established fee structure was not appropriate in proportion to the Staff time committed to each building. During the first two years of the Ordinance, the calculated average cost of issuing a vacant building permit was approximately \$350.00. The recommendation of the department Staff was to amend the fee structure to impose a flat fee of \$360.00 per building. However, due to the retirement of department Staff earlier this year, the fee schedule Amendment did not occur.

Department Staff recognizes the merit of the Vacant Building Code for the primary purpose of stabilizing the integrity of a building during the course of its vacancy. However, department Staff does have the ability to address exterior building issues on a complaint basis. Additionally, the Fire Department does inspect the interior of vacant commercial buildings on a twice yearly basis.

JBL:kas

Draft 06/15/11
09/2911

SPONSOR: ALDERPERSON STEVE BOSTROM

TO REPEAL CHAPTER 28 OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA, ENTITLED “VACANT BUILDING CODE” IN ITS ENTIRETY

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

Section One: Chapter 28 of the Code of General Ordinances for the City of Kenosha,

Wisconsin, is hereby repealed in its entirety.

~~CHAPTER XXVIII~~
~~VACANT BUILDING CODE~~

~~**28.01 TITLE** This Chapter of the Code of General Ordinances shall be known as the Vacant Building Code.~~

~~**28.02 PURPOSE**~~

~~———— **A.** This Code is enacted to facilitate the identification, inspection of, and to assure the property maintenance of vacant buildings for the purpose of preserving and promoting the public health, safety, prosperity and general welfare, and to abate and prevent public and private nuisances and potential fire hazards.~~

~~———— **B.** The Common Council of the City of Kenosha, Wisconsin, finds that there are now, and may in the future be, vacant buildings which are dilapidated, unsafe, unhygienic and inadequately maintained so as to create or contribute to blight and so as to jeopardize the health, safety, prosperity and general welfare, and so as to create a public and/or private nuisance.~~

~~———— **C.** Intent. The purpose of the Code is to establish the measures and requirements reasonably necessary to protect the health, safety and welfare of the public from the public nuisances, blight and negative market impact of vacant or abandoned buildings and structures.~~

~~**28.03 GENERAL** Scope. The provisions of this Code shall apply to all existing vacant commercial and mixed occupancy buildings, and constitute minimum requirements for permitting and maintaining vacant commercial and mixed occupancy buildings.~~

~~**28.04 RULES OF INTERPRETATION AND DEFINITIONS**~~

~~———— **A. Rules of Interpretation.**~~

~~———— 1. Tense. Words used in the present tense shall be interpreted to include the future tense.~~

~~———— 2. Gender. Words used stating or implying gender shall be interpreted to include the masculine, feminine and neuter.~~

~~———— 3. Number. Words used implying the singular shall be interpreted to include the plural, where appropriate, and vice versa.~~

~~———— 4. May and Shall.~~

~~———— a. The word may is permissive.~~

~~———— b. The word shall is mandatory and not directory.~~

~~———— 5. Used For. The phrase used for shall include the phrases arranged for, designed for, intended for, maintained for, and arranged for.~~

~~————~~ **B. Definitions.**

- ~~————~~ 1. Accessory Building/Structure. A detached building or structure on the same lot, with and of a nature customarily incidental and subordinate to the principal building or structure or use of the land; i.e., a child s-playhouse, garden house, greenhouse, garage, carport, shed, fence, or retaining wall.—
- ~~————~~ 2. Building. Any Structure used or intended for supporting or sheltering any use or occupancy.—
- ~~————~~ 3. Code of General Ordinances. The Code of General Ordinances for the City of Kenosha, Wisconsin, which includes the Vacant Building Code.—
- ~~————~~ 4. Code Official. The Director of the Department of Neighborhood Services and Inspections, or any duly authorized designee of the Director.—
- ~~————~~ 5. Department. The Department of Neighborhood Services and Inspections of the City of Kenosha, Wisconsin.—
- ~~————~~ 6. Exterior Premises. The open space on the premises or the portion of the premises upon which there is not a structure.—
- ~~————~~ 7. Garbage. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.—
- ~~————~~ 8. Good Repair. Good Repair shall mean free from blighting and hazardous conditions, clean and sanitary, and in a safe condition.—
- ~~————~~ 9. Imminent Hazard. A condition which could cause serious or life-threatening injury or death at any time.—
- ~~————~~ 10. Mixed Occupancy. Occupancy of a structure in part for residential use and in part for some other lawful use under the Zoning Ordinance, not accessory thereto.—
- ~~————~~ 11. Occupied. A building is occupied when it is open to the public, when a business or manufacturing activity is performed therein, when people reside therein, or when any personal property is moved therein. Any building or structure shall be deemed to be occupied if one or more persons actually conducts a lawful business or resides in all or any part of the building as the licensed business occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, non-transient basis, or any combination of the same. For purposes of this Chapter, evidence offered to prove that a building is so occupied may include, but shall not be limited to, the regular receipt of delivery of regular mail through the U.S. Postal Service; proof of continual telephone, electric, gas, heating, water and sewer.—
- ~~————~~ 12. Owner. Any person having a title to the premises, as recorded in the Office of the Register of Deeds for Kenosha County, or as recorded on the City of Kenosha assessment rolls.—
- ~~————~~ 13. Partially Vacant. A multi-storied building or structure that has one (1) or more stories vacant.—
- ~~————~~ 14. Responsible Person. A natural person who is the owner, operator or manager of any structure or premises.—
- ~~————~~ 15. Rubbish. Combustible and noncombustible waste materials, except garbage. The term shall include the residue from the burning of wood, coal, coke, and other combustible materials, paper, rags, cartons, boxes, wood excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, and dust and other similar materials.—
- ~~————~~ 16. Structure. Anything constructed or erected, which requires location on the ground or attached to something having location on the ground.—
- ~~————~~ 17. Unified Business District. Any commercial building or group of commercial buildings comprised of permitted and/or conditional uses located on a lot or group of lots, which lot or group of lots has a common ownership, and which is planned, developed or functions as a unit.—
- ~~————~~ 18. Vacant. A building or structure shall be deemed to be vacant if no person or persons actually, currently conducts a lawfully licensed business, or lawfully resides or lives in any part of the building as the legal or equitable owner(s), tenant occupant(s), owner-occupants or tenant(s) on a permanent, nontransient basis.—
- ~~————~~ 19. Waste. Waste shall mean garbage, ashes, rubbish and trash, but not of an earthy or construction nature.—
- ~~————~~ 20. Weeds. Weeds or Noxious Weeds shall mean Canada thistle, leafy spurge, field bindweed (Creeping Jenny), Ambrosia trifida (commonly called Giant Ragweed), Arubuosia trifida (commonly called

~~Common Ragweed), and such other weeds as are defined in Weeds of the Northern Central States, North Central Regional Research Publication No. 281, Bulletin 772, published by the University of Illinois at Urbana-Champaign, College of Agriculture, Agricultural Experiment Station.~~

~~21. Zoning Ordinance. The Zoning Ordinance for the City of Kenosha, Wisconsin.~~

~~C. Terms Defined Elsewhere. Where terms are not defined in this Code and are defined in other City Ordinances, Codes or ASHRAE and NFPA 70, such terms shall have the meanings ascribed to them therein.~~

~~D. Terms Not Defined. Where terms are not defined herein, or through the methods of interpretation authorized by this Section, such terms shall have ordinarily accepted meanings, such as the context indicates.~~

~~28.05 APPLICABILITY~~

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

~~B. Conflict. In any case where a provision of this Code is found to be in conflict with a provision of the Zoning Ordinance or any other provisions of the Code of General Ordinances, the provision which established the higher standard for the protection of the public health, safety and welfare shall prevail.~~

~~C. Application of Other Ordinances. Nothing contained herein shall be deemed to authorize the use of a structure or premises contrary to any other provision of the Code of General Ordinances or the Zoning Ordinance. Repairs, additions or alterations to a structure shall be done in accordance with the procedures and provisions of State law, Chapter 9 of the Code of General Ordinances and NFPA 70. Nothing in this Vacant Building Code shall be construed to cancel, modify or set aside any provision of the Zoning Ordinance.~~

~~D. Existing Remedies. The provisions in this Code shall not be construed to abolish or impair existing remedies of the City, or its officers or agencies, under State laws or other City General or Zoning Ordinances relating to the removal or demolition of any structure which is dangerous, unsafe and unsanitary, or the abatement of public nuisances.~~

~~E. Historic Buildings. The provisions of this Code shall apply to structures designated by the Federal Government, State or City as historic buildings. Any work to said structures shall also comply with Chapter 15 of the Zoning Ordinance and Chapter 70 ILHR of the Wisconsin Administrative Code.~~

~~F. Referenced Statutes, Ordinances, Codes and Standards. The Statutes, Ordinances, Codes and standards referenced in this Code shall be incorporated herein by reference and be a part of the requirements of this Code to the prescribed extent of each such reference, and include amendments, renumbering and successor acts.~~

~~G. Requirements Not Covered By This Code. The requirements necessary for the strength, stability, or proper operation of an existing structure or equipment, or for the public safety, health and general welfare, not specifically covered by this Code, shall be determined by the Code Official, subject to a right of appeal to the Board of Housing Appeals.~~

~~28.06 SEVERABILITY~~

~~— A. If any provision of this Vacant Building Code is, for any reason, held to be unconstitutional, invalid or unenforceable by any court of competent jurisdiction, such judgment shall not affect the validity of the remaining provisions of this Code, which shall remain in full force and effect.—~~

~~— B. If the application of any provision of this Vacant Building Code is for any reason held to be an invalid application to a particular premises or structure by any court of competent jurisdiction, such provision shall continue to apply and remain in full force and effect to any premises or structure not specifically included in said judgment.—~~

~~28.07 CODE OFFICIAL~~

~~— A. Code Official. The Code Official shall have the authority to exercise the powers and duties of the position specified in this Code. The Code Official shall administer and enforce this Code.—~~

~~— B. Code of Conduct. The Code Official, in administering and enforcing this Code, shall abide by the City of Kenosha's Code of Ethics and the Department's Code of Conduct.—~~

~~— C. Inspections. The Code Official has the power to inspect Premises and structures to determine compliance with this Code. All reports of such inspections shall be in writing, signed or initialed and dated. The Code Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise in the course of their duties, in accordance with Department policy.—~~

~~— D. Right Of Entry. The Code Official is authorized to enter structures or Premises, at reasonable times, with the express or implied consent of the owner, operator or occupant, to inspect in accordance with the Department's Policy and Procedure for Entering Onto Private Property to conduct administrative interior and exterior inspections for Code administration and enforcement and Licensing/Permitting purposes specified in other ordinances. If entry is refused or not obtained, the Code Official is authorized to pursue recourse to obtain entry as provided by law.—~~

~~— E. Reinspections. Every owner, operator and occupant of a Premises shall cooperate with and facilitate reinspections of Premises at reasonable times pursuant to reasonable notice by the Code Official to determine Code compliance with an Order to Repair. Failure by said owner, operator or occupant to cooperate with and facilitate such reinspections by the Code Official shall be a violation of this Code.—~~

~~— F. Obstruction. No owner, or operator of a Premises may deny the Code Official the right to enter and inspect any portion thereof under the control of a lawful occupant where such occupant has consented to said entry and inspection.—~~

~~— G. Denial of Entrance. No occupant of a Premises shall obstruct the owner thereof from complying with any order(s) of the Code Official made under authority of this Code. Obstruction shall include the denial of entrance into a Premises at reasonable times pursuant to reasonable notice.—~~

~~— H. Identification. The Code Official shall carry Department issued identification when entering and inspecting Premises in the performance of their duties under this Code and display such identification, when asked.—~~

~~— I. Notices and Orders. The Code Official shall, as necessary, issue notices and orders to responsible persons and tenants, where relevant, to obtain compliance with this Code.—~~

~~———— J. Department Records. The Director of the Department is responsible for keeping official records of all business and activities of the Department specified in the provisions of this Code in accordance with State and City record-keeping requirements.—~~

~~28.08 VACANT OR ABANDONED BUILDING OR STRUCTURE REQUIREMENTS—~~

~~———— A. Vacant Building Permit. The owner of a vacant building or structure shall obtain a Vacant Building Permit for the period during which it is vacant. When a building or structure becomes vacant, as defined by this Code, the owner of the building or structure shall apply for and obtain a Vacant Building Permit and pay the fee, as set forth in Section 28.09. Upon the expiration of a Vacant Building Permit, if the building or structure is still vacant, the owner shall arrange for an inspection of the building and premises with the Code Official pursuant to Section 28.09, and renew the permit within ten (10) days of expiration in the same manner as the expired permit. All renewed permits shall be subject to all conditions and obligations imposed by this Code.—~~

~~———— B. Code Compliance. The owner of a vacant building or structure shall comply with all building, fire, property maintenance, zoning, and other applicable Codes or Ordinances, and shall apply for all necessary building, fire prevention and zoning permits upon application for a Vacant Building Permit.—~~

~~———— C. Waste Removal. The owner of a vacant building or structure shall immediately remove all waste from the interior of the structure. The owner of a vacant building or structure shall also immediately remove any waste, debris or excessive vegetation from the exterior premises surrounding the vacant building or structure in accordance with the vacant building maintenance standards of this Code and the Code of General Ordinances.—~~

~~———— D. Owner's Responsibility. The owner of a vacant building or structure shall immediately lock, barricade or secure all doors, windows and other openings in the building or structure to prohibit entry by unauthorized persons in accordance with the Vacant Building Maintenance Standards of this Code. If the owner does not reside within the State, the owner shall provide to the Code Official, the name, address and telephone number of an agent who is available for service of process within the State of Wisconsin. The owner shall provide to the Code Official, the name, address and telephone number of a manager who is a natural person who is available for contact by the Code Official at all times for emergency repairs and maintenance, and who will respond to the vacant building or structure when required by the Code Official. The agent and manager may be the same person, and/or either may be a Responsible Person. The owner shall notify the Code Official within thirty (30) business days of any changes to the name, address or telephone number of the agent or manager.—~~

~~———— E. Owner's Obligations Continuous Through Term of Vacancy. The obligations of owners of a vacant building or structure are continuing obligations which are effective throughout the time of vacancy, as that term is defined in this Code.—~~

~~28.09 VACANT BUILDING PERMIT; INSPECTION; MAINTENANCE STANDARDS; FEES—~~

~~———— A. Permit Application. Application by the owner of a vacant building or structure for a Vacant Building Permit shall be made on a form provided by the Code Official. Applicants shall disclose all measures to be taken to ensure that the building will be kept weathertight, secure from trespassers, and safe for entry by police officers and firefighters in times of exigent circumstances or emergency. The application shall include, but not be limited to, the following:—~~

~~———— 1. Contact information for each owner. If the owner is other than a natural person or persons, the following shall apply, as appropriate:—~~

~~———— a. If the owner is a corporation, limited liability company, limited or liability partnership, the registration statement shall provide the names and residence addresses of all responsible persons and the name and business—~~

~~address of the registered agent for service of process appointed pursuant to Wisconsin State Statutes.~~

- ~~_____ b. If an estate, the name and business address of the personal representative of the estate.~~
- ~~_____ c. If a trust, the names and addresses of the trustee or trustees.~~
- ~~_____ d. If a partnership, the names and residence addresses of the partner or partners.~~
- ~~_____ e. If another form of unincorporated association, the name and residence address of a responsible person.~~
- ~~_____ f. If an individual person, the name and residence address of that individual person.~~

~~_____ 2. Any rehabilitation or demolition plans.~~

~~_____ 3. An acknowledgment by the owner that grass and weeds shall not exceed a height of eight (8") inches, and that snow and ice shall be removed from the public right-of-way within twenty-four (24) hours of a snowfall.~~

~~_____ B. Inspection of Premises.~~

~~_____ 1. Purpose. The Code Official, or his/her designee, may inspect vacant buildings to determine the structural integrity of the building, the repairs necessary to maintain structural integrity, to determine what repair actions must be undertaken to maintain the premises safe for entry of police officers and firefighters in times of exigent circumstances or emergency, that the building and its contents do not present an imminent hazard to the public during the time that the building remains vacant, and that the building and structure are in compliance with the Vacant Building Maintenance Standards.~~

~~_____ 2. Inspector. The Code Official, or his/her designee, may conduct inspections made pursuant to the provisions of this Vacant Building Code in conjunction with other inspectors of the Department, police officers, firefighters, or inspectors from other governmental bodies.~~

~~_____ 3. Types of Inspections.~~

~~_____ a. Code Official Directed.~~

~~_____ (1) Implied Consent. Any owner of a building, which is either the subject of a Vacant Building Permit or an application filed by a responsible person, for a Vacant Building Permit, is deemed to have given consent to inspections of the building.~~

~~_____ (2) Reinspections. At any time subsequent to the issuance of an Order to Repair, the Code Official may conduct reinspections to determine compliance with the Order to Repair. Such reinspections will be conducted only after a reasonable time has been afforded to a responsible party to comply with portions of the Order. Reinspections are subject to reinspection fees under Section 28.11.~~

~~_____ (3) Emergency Inspections/Emergency Repairs. If, at any time, the Code Official has reason to believe that an emergency situation exists with respect to the building, which tends to create an imminent hazard to health, welfare or safety of the general public, the Code Official may enter the building to inspect the premises, without notifying the responsible party or obtaining a warrant. If the Code Official finds an emergency situation exists in fact, which presents an imminent hazard to the health, welfare or safety of the general public, the maintenance of which, until such time as the responsible party could conduct the repairs, would be unreasonable, the Code Official may cause any reasonable action, including the employment of necessary labor and materials, to perform emergency repairs. Costs incurred in the performance of emergency repairs shall be paid by the City and the Code Official shall recover the costs through special assessments levied against the benefited property. A One Hundred (\$100.00) Dollar administrative fee for processing and administering the special assessment shall be added to the special assessment against the benefited property.~~

~~_____ (4) Inspections Made Pursuant To A Special Inspection Warrant. If any responsible party takes any action contrary to the Implied Consent given by the owner in Section 28.09 B.3.a.(1), above, the owner hereby consents to the issuance of a Special Inspection Warrant by a judge of a court of competent jurisdiction, pursuant to Section 66.0119, Wisconsin Statutes, or any successor thereof. Any interior inspection made pursuant to a Special Inspection Warrant shall be deemed a reinspection for the purpose of imposition of fees pursuant to~~

Section 28.11.

~~_____ b. Responsible Party Requests For Inspection. Requests from responsible parties for inspections of buildings which are both subject to a Vacant Building Permit and are under the control of the requesting responsible party. _____~~

~~_____ C. Issuance of Orders To Repair. The Code Official, upon inspection, shall issue orders to repair for work needed to: _____~~

~~_____ 1. Adequately protect the building from intrusion by trespassers and from deterioration by the weather in accordance with the Vacant Building Maintenance Standards set forth in this Code; and, _____~~

~~_____ 2. Ensure that allowing the building to remain will not be detrimental to the public health, safety and welfare, will not unreasonably interfere with the reasonable and lawful use and enjoyment of other premises within the neighborhood, and will not pose an extraordinary hazard to police officers or firefighters entering the premises in times of emergency. When issuing such orders, the Code Official shall specify the time for completion of the work. All work done pursuant to this Section shall be done in compliance with the applicable Building, Fire, Property Maintenance and Zoning Codes and Ordinances. _____~~

~~_____ D. Issuance of Vacant Building Permit. The Code Official shall issue a Vacant Building Permit upon being satisfied that the building has been inspected and is in compliance with the Vacant Building Maintenance Standards set forth in this Vacant Building Code, and is adequately protected from intrusion by trespassers and from deterioration by the weather. This Permit shall be effective for a period of three hundred sixty (360) days. _____~~

~~_____ E. Vacant Building Maintenance Standards. A vacant building or structure shall be deemed adequately protected from intrusion by trespassers and from deterioration by the weather if it satisfies the following Vacant Building Maintenance Standards: _____~~

~~_____ 1. Building Openings. Doors, windows, arcways, and other openings shall be weathertight and secured against entry by birds, vermin and trespassers. Missing or broken glass in doors, windows and other such openings shall be repaired/replaced with glass. No building opening shall be boarded. All first floor or ground-level windows, doors and openings shall be free of any posters, paper or fabric coverings. _____~~

~~_____ 2. Roofs. The roof and flashings shall be sound and tight, not admit moisture, or have defects which might admit moisture, rain or roof draining; and, allow for drainage to prevent dampness or deterioration in the interior walls or interior of the building. _____~~

~~_____ 3. Drainage. The building storm drainage system shall be functional and installed in an approved manner, and allow discharge in an approved manner. _____~~

~~_____ 4. Building Structure. The building shall be maintained in good repair, structurally sound, and free from debris, rubbish and garbage. The building shall be maintained in a sanitary manner and in a manner that does not pose a threat to the public health, safety and welfare. _____~~

~~_____ 5. Structural Members. The structural members shall be free of deterioration and capable of safely bearing imposed dead and live loads. _____~~

~~_____ 6. Foundation Walls. The foundation walls shall be maintained structurally sound and in a sanitary condition so as not to pose a threat to the public health, safety and welfare, shall be capable of supporting the load which normal use may cause to be placed thereon, and shall be free from open cracks and breaks, free from leaks, and be animal and rat proof. _____~~

~~7. Exterior Walls. The exterior walls shall be free of holes, breaks, and loose or rotting materials. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.~~

~~8. Decorative Features. The cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be safe, anchored and in good repair. Exposed metal, wood or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.~~

~~9. Overhanging Extensions. All balconies, canopies, marquees, signs, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar features shall be in good repair, anchored, safe and sound. Exposed metal and wood surfaces shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.~~

~~10. Chimneys and Towers. Chimneys, cooling towers, smokestacks and similar appurtenances shall be structurally safe and in good repair. Exposed metal and wood surfaces shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.~~

~~11. Walkways. Public walkways shall be in good repair, shall be safe for pedestrian travel, and shall be free of snow and ice. Snow and ice removal shall be completed within twenty-four (24) hours of a snowfall.~~

~~12. Accessory Building/Structures. Accessory buildings/structures such as garages, sheds and fences shall be free from safety, health and fire hazards; and, shall comply with these Vacant Building Maintenance Standards.~~

~~13. Exterior Premises. The premises upon which the structure or building is located shall be clean, safe, sanitary, free from waste, rubbish, garbage, excessive vegetation, exterior storage, and shall not pose a threat to the public health, welfare or safety.~~

~~F. Vacant Building Permit Fee. The Common Council shall from time to time, by Resolution, establish a Vacant Building Permit fee.~~

~~G. Unpaid Permit. If an application for a Vacant Building Permit is filed, and following mailing of a second notice of Permit fees due to the applicant, Permit fees, as provided for by this Chapter, remain unpaid, said fees shall be charged to the property owner of record as a special assessment against the real estate upon which the Permit is issued and shall be a lien upon the Premises until paid in full, with interest accruing on the unpaid balance at a rate of interest established in Section 2.10 of the Code of General Ordinances. There shall also be a One Hundred (\$100.00) Dollar Administrative Fee added to the charge and special assessment to cover the administrative costs of charging and assessing the Premises.~~

~~**28.10 BOARD OF HOUSING APPEALS**—Appeal and Fee. Any person receiving a notice of violation and order which has been issued in connection with the enforcement of any provision of this Code and aggrieved thereby, may appeal the order and shall be granted a hearing on the matter before the Board of Housing Appeals, provided that such person shall file in the Office of the Department of Neighborhood Services and Inspections a written notice of appeal and request for hearing, setting forth a brief statement of the grounds therefor, within twenty (20) days after the date the notice of violation and order was served. Upon receipt of such appeal, the Board of Housing Appeals shall set a time and place for such hearing and shall give the petitioner written notice thereof. At such hearing the petitioner shall be given an opportunity to be heard and to show why such notice of violation and order should be modified or withdrawn. No appeal to the Board of Housing Appeals shall be deemed perfected or shall be heard until the appellant shall pay an appeal fee of Twenty-five (\$25.00) Dollars.~~

~~**28.11 REINSPECTION FEES**—To compensate the City for inspection and administrative costs related to the enforcement of this Chapter, an escalating fee established by the Common Council through resolution, may be charged for any reinspection following the initial inspection which resulted in a order for corrective action, and the first reinspection to determine compliance with an order for corrective action issued hereunder. There shall be no reinspection fee for a final inspection indicating compliance, or for a reinspection occurring during the period of an approved time extension granted for good cause and involving a good faith effort on the part of the property owner to comply with the order. Reinspection fees which are not paid by or on behalf of the property owner within thirty (30) days of mailing an invoice to the property owner of record on the City tax roll shall be charged and collected as a special assessment against the real estate upon which the reinspections were made, and shall be a lien upon the real estate until paid in full, with interest accruing on the unpaid balance at the rate of seven (7%) percent per annum. There shall also be a One Hundred (\$100.00) Dollar administrative charge added to the charge and special assessment to cover the administrative costs of charging and specially assessing the property.~~

~~**28.12 PENALTIES**~~

~~—A. Violation Penalties. Any person who shall violate a provision of this Code shall, upon conviction, be subject to a forfeiture of not more than One Thousand (\$1,000.00) Dollars; and, in addition, shall pay the costs and expenses of prosecution. Each day such violation continues shall be considered a separate offense. Failure to promptly pay said forfeiture shall subject the violator to be sentenced to the County Jail for a period not to exceed sixty (60) days.—~~

~~—B. Abatement of Violation. The imposition of the penalties herein prescribed shall not preclude the City Attorney from instituting appropriate action to restrain, correct, or abate a violation, or to prevent illegal occupancy of a structure or premises, or to stop an illegal act, conduct business, or utilization of the structure or premises.—~~

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON STEVE BOSTROM

**TO REPEAL CHAPTER 28 OF THE CODE OF GENERAL
ORDINANCES FOR THE CITY OF KENOSHA, ENTITLED
“VACANT BUILDING CODE” IN ITS ENTIRETY**

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

Section One: Chapter 28 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed in its entirety.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

Draft 9/12/11

SPONSOR: ALDERPERSON PATRICK JULIANA

Proposed amendments
by Sponsor 10/17/11

TO CREATE SECTION 1.06 A.A. OF THE CODE OF GENERAL ORDINANCES ENTITLED “ETHICS BOARD” AND TO REPEAL AND RECREATE VARIOUS SECTIONS OF CHAPTER 30 OF THE CODE OF GENERAL ORDINANCES ENTITLED “CODE OF ETHICS”

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

Section One: SECTION 1.06 A.A. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

1.06 A.A. ETHICS BOARD.

1. Title. There is hereby created an Ethics Board.

2. Purpose. The purpose of the Ethics Board is to render advisory opinions regarding the application of the City of Kenosha Code of Ethics, receive and investigate verified complaints alleging violations of the Code of Ethics, conduct hearings concerning alleged violations of the Code of Ethics, and make written findings of fact conclusions of law, determinations and recommendations regarding violations of the Code of Ethics.

3. Members. There shall be five (5) members who are residents of the City, one of whom shall be an attorney licensed to practice law in this State. Members of the Ethics Board shall not be elected officials, persons appointed to elective office, full-time appointed officials, or City employees, nor shall they be currently serving on any other City Board, Commission or Authority. All members shall be appointed by the Mayor and confirmed by the Common Council.

4. Term. The term of members shall be five (5) years, which shall be staggered by creating initial terms for a period of one (1), two (2), three (3), four (4) and five (5) years, respectively.

5. Officers. The Board shall elect a chairperson and a vice-chairperson from among its members at its initial meeting and annually at its first meeting of each calendar year.

6. By-Laws. The Board may, from time to time, adopt by-laws and rules of procedure fixing the time and place of meeting, prescribing the manner of keeping records, and treating other matters.

7. Duties. The Board shall have the duties specified in Chapter 30 of the Code of General Ordinances as may be amended from time to time.

Section Two: Sections 30.08 through 30.13 of the Code of General Ordinances for the City of Kenosha, Wisconsin are hereby repealed.

Section Three: Sections 30.08 through 30.20 of Chapter XXX of the Code of General Ordinances for the City of Kenosha, Wisconsin are hereby created as follows:

30.08 ADMINISTRATION AND ENFORCEMENT

Except as otherwise provided in this Chapter, the Code of Ethics shall be administered and enforced by the Ethics Board.

30.09 ADVISORY OPINIONS

Any covered person or the Office of the City Attorney may make a written request of the Ethics Board for an advisory opinion regarding the propriety of any matter or matters to which the covered person is or may become a party. Any appointing officer, with the consent of the prospective appointee, may make a written request of the Ethics Board for an advisory opinion regarding the propriety of any matter to which the prospective appointee is or may become a party. The Ethics Board shall review a written request for an advisory opinion and advise the person making the request. Advisory opinions of the Ethics Board shall be in writing. It shall be prima facie evidence of intent to comply with the Code of Ethics when a person making a written request for an advisory opinion abides by the advisory opinion of the Ethics Board provided the material facts are as stated in the advisory opinion request.

The identity of the person requesting the written advisory opinion, the request for an advisory opinion, any documents or records obtained or filed in connection with the request for an advisory opinion and any written advisory opinion of the Ethics Board shall not be made public and shall be closed in whole to public inspection unless the individual requesting the advisory opinion consents in writing to make public the individual's identity, the request, documents, records and/or advisory opinion. Meetings of the Ethics Board at which deliberations and actions are taken in connection with a written request for an advisory opinion shall not be open to the public. A person who makes or purports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person waives the confidentiality of the request for an advisory opinion, documents or records obtained or prepared by the Ethics Board, including the Ethics Board advisory opinion, in connection with the request for an advisory opinion. Notwithstanding the foregoing, the Ethics Board may, but is not obligated to, make public a summary of an advisory opinion after making sufficient alterations in the summary to prevent disclosing the identities of individuals involved in the opinion.

30.10 COMPLAINTS

A. Filing of Complaints. Any person may file a complaint against any covered person alleging a violation of the Code of Ethics with the Ethics Board. The complaint shall be filed with the City Department of Human Resources. The complaint shall be in writing and shall be verified. A separate written verified complaint shall be required for each named covered person. The complaint shall state with specificity the date of the alleged offense, the provision of the Code of Ethics alleged to have been violated, and the facts and circumstances upon which the allegations are based. Allegations shall be deemed to be made upon personal knowledge unless stated as being made upon information and belief.

B. Sufficiency of Complaints. Within ten (10) working days of the receipt of the verified complaint, the Ethics Board shall forward by regular mail to the accused covered person a copy of the verified complaint and a general statement of the applicable provisions of the Code of Ethics. Within twenty (20) working days after mailing, the Ethics Board shall meet to determine whether based upon the face of the verified complaint sufficient facts are alleged to constitute a violation of the Code of Ethics. If the Ethics Board determines that the verified complaint does not allege facts sufficient to constitute a violation of the Code of Ethics, the Ethics Board shall dismiss the complaint and notify the complainant and the accused covered person. If the Ethics Board determines that the verified complaint was brought for harassment purposes, the Ethics Board shall so state.

If the Ethics Board determines that the verified complaint alleges facts sufficient to constitute a violation of the Code of Ethics, the Ethics Board shall conduct an investigation. The Ethics Board shall authorize any investigation by a motion which shall state the nature and purpose of the investigation and the actions or activities to be investigated. Upon adoption of a motion, the Ethics Board shall notify each accused covered person who is

the subject of the investigation. Within ten (10) working days of the adoption of the motion, the Ethics Board shall forward by regular mail a copy of the motion to each accused covered person identified in the motion together with a notice informing the accused covered person that he or she is the subject of the investigation together with a general statement of the applicable provisions of the Code of Ethics involved in the investigation. Service of the notice is complete upon mailing.

If during the course of an investigation, the Ethics Board finds probable cause to believe that a violation of the Code of Ethics other than one contained in the verified complaint has occurred, the Ethics Board may amend the complaint upon its own motion to include such violations and to conduct an investigation. Within ten (10) working days of the adoption of the motion amending the complaint, the Ethics Board shall forward by regular mail to the accused covered person a copy of the motion, the amended complaint and a general statement of the applicable provisions of the Code of Ethics involved in the amended complaint and investigation. Service is complete upon mailing.

C. Limitations. No action may be taken by the Ethics Board on any complaint which is filed with the Ethics Board later than two (2) years after a violation of the Code of Ethics is alleged to have occurred. Any complaint, investigation or prosecution regarding violations of the Code of Ethics initiated prior to the effective date of this ordinance and any proceedings arising therefrom shall proceed pursuant to the provisions of Chapter XXX in effect prior to the effective date of this Ordinance and shall be unaffected by the adoption of this Ordinance.

30.11 POWERS

Pursuant to any investigation or hearing conducted under this Chapter, the Ethics Board has the power to:

A. Require any person to submit in writing such reports, documents, information and answers to questions in connection with the proceedings conducted under this Chapter as the Ethics Board may prescribe, such submission to be made within such period and under oath or otherwise as the Ethics Board may determine.

B. Require all persons who are the subject of the investigation or hearing to execute releases, authorizations and/or waivers to permit the Ethics Board to obtain information and documents in connection with the proceedings conducted under this Chapter as the Ethics Board may prescribe.

C. Administer oaths and issue subpoenas signed by the chairperson, or vice-chairperson in the absence of the chairperson, compelling the attendance and testimony of individuals and the production of any documentary evidence relating to the investigation or hearing being conducted.

D. Request and obtain from the Wisconsin Department of Revenue copies of state income tax returns and access to other appropriate information under Section 71.78 Wis. Stats. regarding all persons who are the subject of the investigation or hearing.

E. Retain the services of a court reporter, investigator, outside legal counsel, or other experts and staff as may be necessary from time to time in the administration of this Chapter.

30.12 PROBABLE CAUSE OF VIOLATION

Upon conclusion of the investigation, the Ethics Board shall make a determination of whether or not probable cause exists to believe that a violation of the Code of Ethics has occurred. If the Ethics Board determines that no probable cause exists, the Ethics Board shall send written notice of such determination to the accused covered person and the complainant as soon as practicable. If the Ethics Board determines that there is probable cause to believe that a violation of the Code of Ethics has occurred, the Ethics Board shall issue written findings of fact and conclusions setting forth the basis for the probable cause finding which may also contain a referral to the district attorney recommending further investigation and possible prosecution and /or an order

setting a date for a hearing to determine whether a violation of the Code of Ethics has occurred. The notice of hearing, probable cause findings and conclusions and a copy of the complaint shall be served upon the accused covered person. The hearing shall be held within forty-five (45) days after the date it is ordered unless the accused covered person petitions for and the Ethics Board consents to a later date. The Board of Ethics shall provide the accused covered person or his or her counsel exculpatory evidence in the possession of the Ethics Board.

30.13 INVESTIGATION AND HEARING PROCEDURE

The Ethics Board shall have the power to adopt by-laws and rules of procedure, including those related to the manner of conducting investigations and hearings. Any hearing before the Ethics Board shall be presided over by the chairperson or vice-chairperson in the absence of the chairperson. The Ethics Board may retain counsel and other experts and staff as needed in accordance with its by-laws to assist and advise the Ethics Board. The accused covered person may be represented by counsel. The accused covered person may present evidence, call and examine witnesses and cross-examine any witnesses called. All witnesses shall be sworn and all testimony shall be recorded by a court reporter. Upon request the Ethics Board shall issue subpoenas to compel the attendance of witnesses. The formal rules of evidence will not apply although basic principles of relevance, materiality, hearsay and probative value will be observed. The Ethics Board shall not find a violation of the Code of Ethics except upon a preponderance of the evidence admitted at the hearing. The hearing shall be conducted in closed session unless the accused covered person requests in writing that the hearing be open to the public.

30.14 DETERMINATIONS

Deliberations of the Ethics Board during or following a hearing shall be in closed session. Unless otherwise extended, within forty-five (45) days following the conclusion of the hearing, the Ethics Board shall issue written findings, determinations, ~~orders~~ and recommendations. If the Ethics Board determines that no violation of the Code of Ethics occurred, the Ethics Board shall as soon as practicable send written notice of such determination to the accused covered person and the complainant. If the Ethics Board determines that a violation of the Code of Ethics has occurred, the findings and determinations may contain one or more of the following ~~orders or~~ recommendations:

~~A. In the case of a covered person who is a City officer as defined by Wisconsin Statute a recommendation that the City officer be reprimanded, censured, suspended or removed from office. The recommendation shall be made to the appropriate disciplinary authority who may reprimand, censure, suspend or remove the City officer from office.~~

~~B. In the case of a covered person who is a City employee a recommendation that the City employee be discipline or discharged. The recommendation shall be made to the appropriate disciplinary authority.~~

~~C. An order requiring the covered person to conform his or her conduct to the Code of Ethics.~~

~~D. A recommendation that the City Attorney commence a civil forfeiture action in Municipal Court for a violation of the Code of Ethics.~~

~~E. A recommendation that the district attorney investigate and/or prosecute.~~

~~Notwithstanding the foregoing, no covered person subject to the jurisdiction of the Civil Service Commission or the Board of Police and Fire Commissioners shall be suspended or removed other than in accordance with the rules and regulations thereof.~~

A. In the case of a covered person who is a City elected official a recommendation to the Common Council that:

- 1. the elected official be required to conform his or her conduct to the Code of Ethics,**

2. the City Attorney commence a civil forfeiture action in Municipal Court against the elected official for a violation of the Code of Ethics,
3. the District Attorney investigate and/or prosecute the elected official for a violation of the Code of Ethics, or
4. the elected official be sanctioned, reprimanded, censured, suspended or removed from office.

B. In the case of a covered person whose appointment to a City board, commission, authority, or committee specified in Chapter 1 of the Code of General Ordinances has been confirmed by the Common Council a recommendation to the Common Council that:

1. the appointed person be required to conform his or her conduct to the Code of Ethics,
2. the City Attorney commence a civil forfeiture action in Municipal Court against the appointed person for a violation of the Code of Ethics,
3. the District Attorney investigate and/or prosecute the appointed person for a violation of the Code of Ethics, or
4. the appointed person be sanctioned, reprimanded, censured, suspended or removed from the City board, commission, authority or committee.

C. In the case of a covered person who is a City employee a recommendation to the Civil Service Commission or the Board of Police and Fire Commissioners, as appropriate, that:

1. the employee be required to conform his or her conduct to the Code of Ethics,
2. the City Attorney commence a civil forfeiture action in Municipal Court against the employee for a violation of the Code of Ethics,
3. the District Attorney investigate and/or prosecute the employee for a violation of the Code of Ethics, or
4. the employee be disciplined or discharged from employment. Notwithstanding the foregoing, no employee subject to the jurisdiction of the Civil Service Commission or the Board of Police and Fire Commissioners shall be suspended or removed other than in accordance with the rules and regulations thereof.

30.15 REIMBURSEMENT OF LEGAL EXPENSES

In the event a complaint against an accused covered person is dismissed in its entirety the Ethics Board, the accused covered person shall be paid by the City for the reasonable cost of the defense upon assigning to the City any cause of action to recover the legal expenses incurred by the accused covered person from the complainant. The City in its discretion may pursue such assigned cause of action to recover the legal expenses from the complainant where the complaint has been dismissed in its entirety by the Ethics Board.

30.16 PUBLIC INSPECTION OF RECORDS

Except as provided in this Section, all records in the possession of the Ethics Board shall be open to public inspection at all reasonable times. The following records in the possession of the Ethics Board are not open to public inspection:

A. Records obtained in connection with a request for an advisory opinion other than summaries of advisory opinions that do not disclose the identity of individuals requesting such opinions. The Ethics Board may however, make such records public with the consent of the person requesting the advisory opinion. A person who makes or purports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person is deemed to have waived the confidentiality of the request for an advisory opinion and of any record obtained or prepared by the Ethics Board, including the advisory opinion, in connection with the request for an advisory opinion.

B. Records obtained or prepared by the Ethics Board in connection with an investigation, except that the Ethics Board shall permit inspection of records that are made public in the course of a hearing by the Ethics Board to determine if a violation of the Code of Ethics has occurred. Whenever the Ethics Board refers investigation and hearing records to the appropriate disciplinary authority under Section 30.14 the records may be made public

in the course of prosecution initiated under this Ordinance.

30.17 FAILURE TO COOPERATE

The failure of any accused covered person to cooperate with the Ethics Board in the investigation, hearing and disposition of complaints filed under this Ordinance shall be deemed a violation of the Code of Ethics subject to enforcement as provided in this Ordinance.

30.18 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, as finally determined by a court of record, 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.

30.19 PENALTY

In addition to any other action, any covered person who violates the Code of Ethics shall be subject upon conviction to a forfeiture of not more than One Thousand (\$1,000.00) Dollars plus the cost of prosecution for each violation, including actual reasonable attorney fees and expenses, and in the event of failure to make timely payment thereof shall be committed to the County Jail for a period not to exceed thirty (30) days.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON PATRICK JULIANA

TO CREATE SECTION 1.06 A.A. OF THE CODE OF GENERAL ORDINANCES ENTITLED “ETHICS BOARD” AND TO REPEAL AND RECREATE VARIOUS SECTIONS OF CHAPTER 30 OF THE CODE OF GENERAL ORDINANCES ENTITLED “CODE OF ETHICS”

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

Section One: SECTION 1.06 A.A. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

1.06 A.A. ETHICS BOARD.

1. Title. There is hereby created an Ethics Board.

2. Purpose. The purpose of the Ethics Board is to render advisory opinions regarding the application of the City of Kenosha Code of Ethics, receive and investigate verified complaints alleging violations of the Code of Ethics, conduct hearings concerning alleged violations of the Code of Ethics, and make written findings of fact conclusions of law, determinations and recommendations regarding violations of the Code of Ethics.

3. Members. There shall be five (5) members who are residents of the City, one of whom shall be an attorney licensed to practice law in this State. Members of the Ethics Board shall not be elected officials, persons appointed to elective office, full-time appointed officials, or City employees, nor shall they be currently serving on any other City Board, Commission or Authority. All members shall be appointed by the Mayor and confirmed by the Common Council.

4. Term. The term of members shall be five (5) years, which shall be staggered by creating initial terms for a period of one (1), two (2), three (3), four (4) and five (5) years, respectively.

5. Officers. The Board shall elect a chairperson and a vice-chairperson from among its members at its initial meeting and annually at its first meeting of each calendar year.

6. By-Laws. The Board may, from time to time, adopt by-laws and rules of procedure fixing the time and place of meeting, prescribing the manner of keeping records, and treating other matters.

7. Duties. The Board shall have the duties specified in Chapter 30 of the Code of General Ordinances as may be amended from time to time.

Section Two: Sections 30.08 through 30.13 of the Code of General Ordinances for

the City of Kenosha, Wisconsin are hereby repealed.

Section Three: Sections 30.08 through 30.20 of Chapter XXX of the Code of General

Ordinances for the City of Kenosha, Wisconsin are hereby created as follows:

30.08 ADMINISTRATION AND ENFORCEMENT

Except as otherwise provided in this Chapter, the Code of Ethics shall be administered and enforced by the Ethics Board.

30.09 ADVISORY OPINIONS

Any covered person or the Office of the City Attorney may make a written request of the Ethics Board for an advisory opinion regarding the propriety of any matter or matters to which the covered person is or may become a party. Any appointing officer, with the consent of the prospective appointee, may make a written request of the Ethics Board for an advisory opinion regarding the propriety of any matter to which the prospective appointee is or may become a party. The Ethics Board shall review a written request for an advisory opinion and advise the person making the request. Advisory opinions of the Ethics Board shall be in writing. It shall be prima facie evidence of intent to comply with the Code of Ethics when a person making a written request for an advisory opinion abides by the advisory opinion of the Ethics Board provided the material facts are as stated in the advisory opinion request.

The identity of the person requesting the written advisory opinion, the request for an advisory opinion, any documents or records obtained or filed in connection with the request for an advisory opinion and any written advisory opinion of the Ethics Board shall not be made public and shall be closed in whole to public inspection unless the individual requesting the advisory opinion consents in writing to make public the individual's identity, the request, documents, records and/or advisory opinion. Meetings of the Ethics Board at which deliberations and actions are taken in connection with a written request for an advisory opinion shall not be open to the public. A person who makes or purports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person waives the confidentiality of the request for an advisory opinion, documents or records obtained or prepared by the Ethics Board, including the Ethics Board advisory opinion, in connection with the request for an advisory opinion. Notwithstanding the foregoing, the Ethics Board may, but is not obligated to, make public a summary of an advisory opinion after making sufficient alterations in the summary to prevent disclosing the identities of individuals involved in the opinion.

30.10 COMPLAINTS

A. Filing of Complaints. Any person may file a complaint against any covered person alleging a violation of the Code of Ethics with the Ethics Board. The complaint shall be filed with the City Department of Human Resources. The complaint shall be in writing and shall be verified. A separate written verified complaint shall be required for each named covered person. The complaint shall state with specificity the date of the alleged offense, the provision of the Code of Ethics alleged to have been violated, and the facts and circumstances upon which the allegations are based. Allegations shall be deemed to be made upon personal knowledge unless stated as being made upon information and belief.

B. Sufficiency of Complaints. Within ten (10) working days of the receipt of the verified complaint, the Ethics Board shall forward by regular mail to the accused covered person a copy of the verified complaint and a general statement of the applicable provisions of the Code of Ethics. Within twenty (20) working days after mailing, the Ethics Board shall meet to determine whether based upon the face of the verified complaint sufficient facts are alleged to constitute a violation of the Code of Ethics. If the Ethics Board determines that the verified complaint does not allege facts sufficient to constitute a violation of the Code of Ethics, the Ethics Board shall dismiss the complaint and notify the complainant and the accused covered person. If the Ethics Board determines that the verified complaint was brought for harassment purposes, the Ethics Board shall so state.

If the Ethics Board determines that the verified complaint alleges facts sufficient to constitute a violation of the Code of Ethics, the Ethics Board shall conduct an investigation. The Ethics Board shall authorize any investigation by a motion which shall state the nature and purpose of the investigation and the actions or activities to be investigated. Upon adoption of a motion, the Ethics Board shall notify each accused covered person who is the subject of the investigation. Within ten (10) working days of the adoption of the motion, the Ethics Board shall

forward by regular mail a copy of the motion to each accused covered person identified in the motion together with a notice informing the accused covered person that he or she is the subject of the investigation together with a general statement of the applicable provisions of the Code of Ethics involved in the investigation. Service of the notice is complete upon mailing.

If during the course of an investigation, the Ethics Board finds probable cause to believe that a violation of the Code of Ethics other than one contained in the verified complaint has occurred, the Ethics Board may amend the complaint upon its own motion to include such violations and to conduct an investigation. Within ten (10) working days of the adoption of the motion amending the complaint, the Ethics Board shall forward by regular mail to the accused covered person a copy of the motion, the amended complaint and a general statement of the applicable provisions of the Code of Ethics involved in the amended complaint and investigation. Service is complete upon mailing.

C. Limitations. No action may be taken by the Ethics Board on any complaint which is filed with the Ethics Board later than two (2) years after a violation of the Code of Ethics is alleged to have occurred. Any complaint, investigation or prosecution regarding violations of the Code of Ethics initiated prior to the effective date of this ordinance and any proceedings arising therefrom shall proceed pursuant to the provisions of Chapter XXX in effect prior to the effective date of this Ordinance and shall be unaffected by the adoption of this Ordinance.

30.11 POWERS

Pursuant to any investigation or hearing conducted under this Chapter, the Ethics Board has the power to:

A. Require any person to submit in writing such reports, documents, information and answers to questions in connection with the proceedings conducted under this Chapter as the Ethics Board may prescribe, such submission to be made within such period and under oath or otherwise as the Ethics Board may determine.

B. Require all persons who are the subject of the investigation or hearing to execute releases, authorizations and/or waivers to permit the Ethics Board to obtain information and documents in connection with the proceedings conducted under this Chapter as the Ethics Board may prescribe.

C. Administer oaths and issue subpoenas signed by the chairperson, or vice-chairperson in the absence of the chairperson, compelling the attendance and testimony of individuals and the production of any documentary evidence relating to the investigation or hearing being conducted.

D. Request and obtain from the Wisconsin Department of Revenue copies of state income tax returns and access to other appropriate information under Section 71.78 Wis. Stats. regarding all persons who are the subject of the investigation or hearing.

E. Retain the services of a court reporter, investigator, outside legal counsel, or other experts and staff as may be necessary from time to time in the administration of this Chapter.

30.12 PROBABLE CAUSE OF VIOLATION

Upon conclusion of the investigation, the Ethics Board shall make a determination of whether or not probable cause exists to believe that a violation of the Code of Ethics has occurred. If the Ethics Board determines that no probable cause exists, the Ethics Board shall send written notice of such determination to the accused covered person and the complainant as soon as practicable. If the Ethics Board determines that there is probable cause to believe that a violation of the Code of Ethics has occurred, the Ethics Board shall issue written findings of fact and conclusions setting forth the basis for the probable cause finding which may also contain a referral to the district attorney recommending further investigation and possible prosecution and /or an order setting a date for a hearing to determine whether a violation of the Code of Ethics has occurred. The notice of

hearing, probable cause findings and conclusions and a copy of the complaint shall be served upon the accused covered person. The hearing shall be held within forty-five (45) days after the date it is ordered unless the accused covered person petitions for and the Ethics Board consents to a later date. The Board of Ethics shall provide the accused covered person or his or her counsel exculpatory evidence in the possession of the Ethics Board.

30.13 INVESTIGATION AND HEARING PROCEDURE

The Ethics Board shall have the power to adopt by-laws and rules of procedure, including those related to the manner of conducting investigations and hearings. Any hearing before the Ethics Board shall be presided over by the chairperson or vice-chairperson in the absence of the chairperson. The Ethics Board may retain counsel and other experts and staff as needed in accordance with its by-laws to assist and advise the Ethics Board. The accused covered person may be represented by counsel. The accused covered person may present evidence, call and examine witnesses and cross-examine any witnesses called. All witnesses shall be sworn and all testimony shall be recorded by a court reporter. Upon request the Ethics Board shall issue subpoenas to compel the attendance of witnesses. The formal rules of evidence will not apply although basic principles of relevance, materiality, hearsay and probative value will be observed. The Ethics Board shall not find a violation of the Code of Ethics except upon a preponderance of the evidence admitted at the hearing. The hearing shall be conducted in closed session unless the accused covered person requests in writing that the hearing be open to the public.

30.14 DETERMINATIONS

Deliberations of the Ethics Board during or following a hearing shall be in closed session. Unless otherwise extended, within forty-five (45) days following the conclusion of the hearing, the Ethics Board shall issue written findings, determinations and recommendations. If the Ethics Board determines that no violation of the Code of Ethics occurred, the Ethics Board shall as soon as practicable send written notice of such determination to the accused covered person and the complainant. If the Ethics Board determines that a violation of the Code of Ethics has occurred, the findings and determinations may contain one or more of the following recommendations:

A. In the case of a covered person who is a City elected official a recommendation to the Common Council that:

1. the elected official be required to conform his or her conduct to the Code of Ethics,
2. the City Attorney commence a civil forfeiture action in Municipal Court against the elected official for a violation of the Code of Ethics,
3. the District Attorney investigate and/or prosecute the elected official for a violation of the Code of Ethics, or
4. the elected official be sanctioned, reprimanded, censured, suspended or removed from office.

B. In the case of a covered person whose appointment to a City board, commission, authority, or committee specified in Chapter 1 of the Code of General Ordinances has been confirmed by the Common Council a recommendation to the Common Council that:

1. the appointed person be required to conform his or her conduct to the Code of Ethics,
2. the City Attorney commence a civil forfeiture action in Municipal Court against the appointed person for a violation of the Code of Ethics,
3. the District Attorney investigate and/or prosecute the appointed person for a violation of the Code of Ethics, or
4. the appointed person be sanctioned, reprimanded, censured, suspended or removed from the City board, commission, authority or committee.

C. In the case of a covered person who is a City employee a recommendation to the Civil Service Commission or the Board of Police and Fire Commissioners, as appropriate, that:

1. the employee be required to conform his or her conduct to the Code of Ethics,

2. the City Attorney commence a civil forfeiture action in Municipal Court against the employee for a violation of the Code of Ethics,
3. the District Attorney investigate and/or prosecute the employee for a violation of the Code of Ethics, or
4. the employee be disciplined or discharged from employment. Notwithstanding the foregoing, no employee subject to the jurisdiction of the Civil Service Commission or the Board of Police and Fire Commissioners shall be suspended or removed other than in accordance with the rules and regulations thereof.

30.15 REIMBURSEMENT OF LEGAL EXPENSES

In the event a complaint against an accused covered person is dismissed in its entirety the Ethics Board, the accused covered person shall be paid by the City for the reasonable cost of the defense upon assigning to the City any cause of action to recover the legal expenses incurred by the accused covered person from the complainant. The City in its discretion may pursue such assigned cause of action to recover the legal expenses from the complainant where the complaint has been dismissed in its entirety by the Ethics Board.

30.16 PUBLIC INSPECTION OF RECORDS

Except as provided in this Section, all records in the possession of the Ethics Board shall be open to public inspection at all reasonable times. The following records in the possession of the Ethics Board are not open to public inspection:

A. Records obtained in connection with a request for an advisory opinion other than summaries of advisory opinions that do not disclose the identity of individuals requesting such opinions. The Ethics Board may however, make such records public with the consent of the person requesting the advisory opinion. A person who makes or purports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person is deemed to have waived the confidentiality of the request for an advisory opinion and of any record obtained or prepared by the Ethics Board, including the advisory opinion, in connection with the request for an advisory opinion.

B. Records obtained or prepared by the Ethics Board in connection with an investigation, except that the Ethics Board shall permit inspection of records that are made public in the course of a hearing by the Ethics Board to determine if a violation of the Code of Ethics has occurred. Whenever the Ethics Board refers investigation and hearing records to the appropriate disciplinary authority under Section 30.14 the records may be made public in the course of prosecution initiated under this Ordinance.

30.17 FAILURE TO COOPERATE

The failure of any accused covered person to cooperate with the Ethics Board in the investigation, hearing and disposition of complaints filed under this Ordinance shall be deemed a violation of the Code of Ethics subject to enforcement as provided in this Ordinance.

30.18 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, as finally determined by a court of record, 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.

30.19 PENALTY

In addition to any other action, any covered person who violates the Code of Ethics shall be subject upon conviction to a forfeiture of not more than One Thousand (\$1,000.00) Dollars plus the cost of prosecution for each violation, including actual reasonable attorney fees and expenses, and in the event of failure to make timely

payment thereof shall be committed to the County Jail for a period not to exceed thirty (30) days.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

DRAFT 10/26/11

SPONSOR: ALDERPERSON DAVID F. BOGDALA
CO-SPONSOR: ALDERPERSON ANTHONY NUDO

**TO REPEAL AND RECREATE VARIOUS SECTIONS OF
CHAPTER 30 OF THE CODE OF GENERAL ORDINANCES
ENTITLED “CODE OF ETHICS”**

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

Section One: Sections 30.06 A. through L. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby repealed.

Section Two: Sections 30.06 A. and B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby created as follows:

30.06 STANDARDS FOR ETHICAL CONDUCT

A. Compliance with State Statutes. Covered personnel shall comply with the provisions of the following sections of the Wisconsin Statutes as they may be amended or renumbered from time to time which are hereby incorporated by reference and made a part of this Code of Ethics:

1. Section 19.01 – Oaths and Bonds
2. Section 19.21 – Custody and Delivery of Official Property and Records
3. Sections 19.31 through 19.39 – Public Records
4. Section 19.59 – Code of Ethics for Local Government Officials, Employees and Candidates
5. Section 19.81 through 19.89 – Open Meetings of Governmental Bodies
6. Section 946.12 – Misconduct in Public Office
7. Section 946.13 – Private Interest in Public Contract Prohibited

B. Failure to Comply. Failure of any covered person to comply with the provisions of the Wisconsin Statutes set forth in Section 30.06 A. above, shall constitute a breach of this Code of Ethics subject to enforcement as provided in this Ordinance.

Section Three: Sections 30.08 through 30.13 of the Code of General Ordinances for the City of Kenosha, Wisconsin are hereby repealed.

Section Four: Sections 30.08 through 30.14 of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby created as follows:

30.08 Complaints.

A. Filing of Complaints. Any person may file a complaint against any covered person alleging a violation of the Code of Ethics. The complaint shall be in writing and shall be verified. A separate written verified complaint shall be required for each named covered person. The complaint shall state with specificity the date of the alleged offense, the provision of the Code of Ethics alleged to have been violated, and the facts and circumstances upon which the allegations are based. Allegations shall be deemed to be made upon personal knowledge unless stated as being made upon information and belief.

B. Place of Filing. Written verified complaints against any covered person alleging a violation of the Code of Ethics shall be filed as follows:

1. In the case of a covered person who is a City elected official, the complaint shall be filed with the District Attorney for investigation and/or prosecution.

2. In the case of a covered person whose appointment to a City board, commission, authority, or committee specified in Chapter 1 of the Code of General Ordinances has been confirmed by the Common Council, the complaint shall be filed with the District Attorney for investigation and/or prosecution.

3. In the case of a covered person who is a City employee, the complaint shall be filed with the Civil Service Commission or the Board of Police and Fire Commissioners as may be appropriate for investigation and/or discipline up to and including discharge from employment.

30.09 Investigation and Determinations.

A. Complaints Filed with the District Attorney.

Complaints filed with the District Attorney pursuant to Section 30.08 shall be investigated and/or prosecuted at the discretion of the District Attorney. In the event the complaint filed with the District Attorney alleges violation of Section 19.59 (1) (a), (b) or (c) to (g), Wis. Stats., and the District Attorney fails to commence an action to enforce the foregoing sections within 20 days after receiving the verified complaint or if the District Attorney refuses to commence such an action, the person filing the complaint may petition the Attorney General to act upon the complaint. The Attorney General in his or her discretion may then bring an action under Section 19.59 (8) (a) or (b) Wis. Stats., or both.

B. Complaints Filed with the Civil Service Commission or Board of Police and Fire Commissioners.

Complaints filed with the Civil Service Commission or the Board of Police and Fire Commissioners pursuant to Section 30.08 shall be investigated and determined in accordance with the rules and regulations thereof.

30.10 Limitations.

No action may be taken by the Civil Service Commission or the Board of Police and Fire Commissioners on any complaint filed later than two (2) years after a violation of the Code of Ethics is alleged to have occurred. Any complaint, investigation or prosecution regarding violations of the Code of Ethics initiated prior to the effective date of this Ordinance and any proceedings arising therefrom shall proceed pursuant to the provisions of Chapter XXX in effect prior to the effective date of this Ordinance and shall be unaffected by the adoption of this Ordinance.

30.11 Reimbursement of Defense Cost

In the event a complaint filed against a covered person under this Ordinance is either dismissed at any stage or not prosecuted, the covered person shall be reimbursed by the City for their cost of defense upon assigning their claim for reimbursement to the City. The City, in its discretion, may pursue the assigned claim for reimbursement against the person who filed the complaint under this Ordinance.

30.12 Complainant Liability for Defense Cost.

Any person who files a complaint against a covered person under this Ordinance which is subsequently dismissed at any stage or not prosecuted shall be liable to the City in an action pursuant to Section 30.11 for payment of the cost of defense incurred by the covered person together with any cost or expenses including actual attorney fees incurred by the City in pursuing such an action.

30.13 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, as finally determined by a court of record, 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.

30.14 Penalty.

In addition to any other action that may be taken against any covered person, any covered person who violates the Code of Ethics shall be subject upon conviction to a forfeiture of not more than One Thousand (\$1,000.00) Dollars plus the cost of prosecution for each violation, including attorney fees, expenses, costs of investigation and damages, and in the event of failure to make timely payment thereof shall be committed to the County Jail for a period not to exceed thirty (30) days.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON DAVID F. BOGDALA
CO-SPONSOR: ALDERPERSON ANTHONY NUDO

**TO REPEAL AND RECREATE VARIOUS SECTIONS OF
CHAPTER 30 OF THE CODE OF GENERAL ORDINANCES
ENTITLED “CODE OF ETHICS”**

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

Section One: Sections 30.06 A. through L. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby repealed.

Section Two: Sections 30.06 A. and B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby created as follows:

30.06 STANDARDS FOR ETHICAL CONDUCT

A. Compliance with State Statutes. Covered personnel shall comply with the provisions of the following sections of the Wisconsin Statutes as they may be amended or renumbered from time to time which are hereby incorporated by reference and made a part of this Code of Ethics:

1. Section 19.01 – Oaths and Bonds
2. Section 19.21 – Custody and Delivery of Official Property and Records
3. Sections 19.31 through 19.39 – Public Records
4. Section 19.59 – Code of Ethics for Local Government Officials, Employees and Candidates
5. Section 19.81 through 19.89 – Open Meetings of Governmental Bodies
6. Section 946.12 – Misconduct in Public Office
7. Section 946.13 – Private Interest in Public Contract Prohibited

B. Failure to Comply. Failure of any covered person to comply with the provisions of the Wisconsin Statutes set forth in Section 30.06 A. above, shall constitute a breach of this code of Ethics subject to enforcement as provided in this Ordinance.

Section Three: Sections 30.08 through 30.13 of the Code of General Ordinances for the City of Kenosha, Wisconsin are hereby repealed.

Section Four: Sections 30.08 through 30.14 of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby created as follows:

30.08 Complaints.

A. Filing of Complaints. Any person may file a complaint against any covered person alleging a violation of the Code of Ethics. The complaint shall be in writing and shall be verified. A separate written verified complaint shall be required for each named covered person. The complaint shall state with specificity the date of the alleged offense, the provision of the Code of Ethics alleged to have been violated, and the facts and circumstances upon which the allegations are based. Allegations shall be deemed to be made upon personal knowledge unless stated as being made upon information and belief.

B. Place of Filing. Written verified complaints against any covered person alleging a violation of the Code of Ethics shall be filed as follows:

1. In the case of a covered person who is a City elected official, the complaint shall be filed with the District Attorney for investigation and/or prosecution.

2. In the case of a covered person whose appointment to a City board, commission, authority, or committee specified in Chapter 1 of the Code of General Ordinances has been confirmed by the Common Council, the complaint shall be filed with the District Attorney for investigation and/or prosecution.

3. In the case of a covered person who is a City employee, the complaint shall be filed with the Civil Service Commission or the Board of Police and Fire Commissioners as may be appropriate for investigation and/or discipline up to and including discharge from employment.

30.09 Investigation and Determinations.

A. Complaints Filed with the District Attorney.

Complaints filed with the District Attorney pursuant to Section 30.08 shall be investigated and/or prosecuted at the discretion of the District Attorney. In the event the complaint filed with the District Attorney alleges violation of Section 19.59 (1) (a), (b) or (c) to (g), Wis. Stats., and the District Attorney fails to commence an action to enforce the foregoing sections within 20 days after receiving the verified complaint or if the District Attorney refuses to commence such an action, the person filing the complaint may petition the Attorney General to act upon the complaint. The Attorney General in his or her discretion may then bring an action under Section 19.59 (8) (a) or (b) Wis. Stats., or both.

B. Complaints Filed with the Civil Service Commission or Board of Police and Fire Commissioners.

Complaints filed with the Civil Service Commission or the Board of Police and Fire Commissioners pursuant to Section 30.08 shall be investigated and determined in accordance with the rules and regulations thereof.

30.10 Limitations.

No action may be taken by the Civil Service Commission or the Board of Police and Fire Commissioners on any complaint filed later than two (2) years after a violation of the Code of Ethics is alleged to have occurred. Any complaint, investigation or prosecution regarding violations of the Code of Ethics initiated prior to the effective date of this Ordinance and any proceedings arising therefrom shall proceed pursuant to the provisions of Chapter XXX in effect prior to the effective date of this Ordinance and shall be unaffected by the adoption of this Ordinance.

30.11 Reimbursement of Defense Cost

In the event a complaint filed against a covered person under this Ordinance is either dismissed at any stage or not prosecuted, the covered person shall be reimbursed by the City for their cost of defense upon assigning their claim for reimbursement to the City. The City, in its discretion, may pursue the assigned claim for reimbursement against the person who filed the complaint under this Ordinance.

30.12 Complainant Liability for Defense Cost.

Any person who files a complaint against a covered person under this Ordinance which is subsequently dismissed at any stage or not prosecuted shall be liable to the City in an action pursuant to Section 30.11 for payment of the cost of defense incurred by the covered person together with any cost or expenses including actual attorney fees incurred by the City in pursuing such an action.

30.13 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, as finally determined by a court of record, 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.

30.14 Penalty.

In addition to any other action that may be taken against any covered person, any covered person who violates the Code of Ethics shall be subject upon conviction to a forfeiture of not more than One Thousand (\$1,000.00) Dollars plus the cost of prosecution for each violation, including attorney fees, expenses, costs of investigation and damages, and in the event of failure to make timely payment thereof shall be committed to the County Jail for a period not to exceed thirty (30) days.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

DRAFT 10/13/11

SPONSOR: ALDERPERSON JESSE L. DOWNING

To Create Section 11.036 E. of the Code of General Ordinances entitled “Trespass”, to Repeal and Recreate Section 11.06 D. entitled “Carrying Concealed Weapons”, and to Create Section 11.065 entitled “Carrying Firearm in Public Building”.

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

Section One: Section 11.036 E. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is created as follows:

E. Except as otherwise provided or prohibited by law, no person shall enter or remain in any residence, non single family residence, nonresidential building, the grounds or land related to the foregoing, special event, any part of a building that is owned, occupied, or controlled by the state or any local governmental unit, or, any privately or publicly owned building on the grounds of a university or college within the meaning of § 943.13 Wis. Stats., as amended, if the owner, occupant, organizer, state or local government unit, or university or college has notified the person as required by §943.13 Wis. Stats., as amended, not to enter or remain in or on the residence, building, grounds, land or special event while carrying, possessing or controlling a weapon as defined in §175.60(1)(j) Wis. Stats., or a dangerous weapon as defined in §§ 939.22 (10) and 948.60 (1), Wis. Stats., as may be amended from time to time.

Section Two: Section 11.06 D. of the Code of General Ordinances for the City of

Kenosha is repealed and recreated as follows:

D. Carrying Concealed Weapons. Except as otherwise provided by law, ~~N~~no person shall wear under their clothes, or conceal about their person, or display in a threatening manner any dangerous weapon, including, but not by the way of limitations any pistol, revolver, shuriken (throwing star), sling shot, bow and arrow, BB gun, pellet gun, pea shooter, knuckles of brass, lead or metal, or any bowie knife or any knife resembling a bowie knife, or any knife with a switchblade or devices whereby the blade or blades can be opened by a flick of a button, pressure on the handle, other mechanical contrivance, or by gravity or by a thrust or movement.

Section Three: Section 11.065 of the Code of General Ordinances for the City of

Kenosha, Wisconsin is created as follows:

11.065 Carrying Firearm in Public Building.

A. Prohibition. It shall be unlawful for any person to go armed with a firearm in any building owned or leased by the State or any political subdivision of the State.

B. Exception. Paragraph A shall not apply to any of the following:

1. Peace officers or armed forces or military personnel who go armed in the line of duty or to any person duly authorized by the chief of police of any city, village or town, the chief of the capitol police, or the sheriff of any county to possess a firearm in any building under Paragraph A. For purposes of this section peace officer

does not include a commission warden who is not a state-certified commission warden.

2. A qualified out-of-state law enforcement officer, as defined in Section 941.23 (1) (g), Wis. Stats., to whom section 941.23 (2) (b) 1. to 3. Wis. Stats., applies.

3. A former officer, as defined in Section 941.23 (1)(c) Wis. Stats., to whom Section 941.23 (2) (c) 1. to 7. Wis. Stats., applies.

4. A licensee, as defined in Section 175.60 (1) (d) Wis. Stats., or an out-of-state licensee, as defined in Section 175.60 (1) (g) Wis. Stats.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

SPONSOR: ALDERPERSON JESSE L. DOWNING

To Create Section 11.036 E. of the Code of General Ordinances entitled “Trespass”, to Repeal and Recreate Section 11.06 D. entitled “Carrying Concealed Weapons”, and to Create Section 11.065 entitled “Carrying Firearm in Public Building”.

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

Section One: Section 11.036 E. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is created as follows:

E. Except as otherwise provided or prohibited by law, no person shall enter or remain in any residence, non single family residence, nonresidential building, the grounds or land related to the foregoing, special event, any part of a building that is owned, occupied, or controlled by the state or any local governmental unit, or, any privately or publicly owned building on the grounds of a university or college within the meaning of § 943.13 Wis. Stats., as amended, if the owner, occupant, organizer, state or local government unit, or university or college has notified the person as required by §943.13 Wis. Stats., as amended, not to enter or remain in or on the residence, building, grounds, land or special event while carrying, possessing or controlling a weapon as defined in §175.60(1)(j) Wis. Stats., or a dangerous weapon as defined in §§ 939.22 (10) and 948.60 (1), Wis. Stats., as may be amended from time to time.

Section Two: Section 11.06 D. of the Code of General Ordinances for the City of

Kenosha is repealed and recreated as follows:

D. Carrying Concealed Weapons. Except as otherwise provided by law, no person shall wear under their clothes, or conceal about their person, or display in a threatening manner any dangerous weapon, including, but not by the way of limitations any pistol, revolver, shuriken (throwing star), sling shot, bow and arrow, BB gun, pellet gun, pea shooter, knuckles of brass, lead or metal, or any bowie knife or any knife resembling a bowie knife, or any knife with a switchblade or devices whereby the blade or blades can be opened by a flick of a button, pressure on the handle, other mechanical contrivance, or by gravity or by a thrust or movement.

Section Three: Section 11.065 of the Code of General Ordinances for the City of

Kenosha, Wisconsin is created as follows:

11.065 Carrying Firearm in Public Building.

A. Prohibition. It shall be unlawful for any person to go armed with a firearm in any building owned or leased by the State or any political subdivision of the State.

B. Exception. Paragraph A shall not apply to any of the following:

1. Peace officers or armed forces or military personnel who go armed in the line of duty or to any person duly authorized by the chief of police of any city, village or town, the chief of the capitol police, or the sheriff of any county to possess a firearm in any building under Paragraph A. For purposes of this section peace officer

does not include a commission warden who is not a state-certified commission warden.

2. A qualified out-of-state law enforcement officer, as defined in Section 941.23 (1) (g), Wis. Stats., to whom section 941.23 (2) (b) 1. to 3. Wis. Stats., applies.

3. A former officer, as defined in Section 941.23 (1)(c) Wis. Stats., to whom Section 941.23 (2) (c) 1. to 7. Wis. Stats., applies.

4. A licensee, as defined in Section 175.60 (1) (d) Wis. Stats., or an out-of-state licensee, as defined in Section 175.60 (1) (g) Wis. Stats.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

DRAFT 09/26/11

Recommended changes by PSW on 10/10/11

SPONSOR: THE MAYOR

To repeal and recreate Section 1.05 K. as “Department of Community Development and Inspections”; to repeal Section 1.05 N. entitled “ Department of Neighborhood Services and Inspections”; to repeal and recreate Sections 1.15 B. and 1.15 C. entitled “Annexation Ordinances Preliminary Reports”; to repeal and recreate Paragraph 17.11 A.7 entitled “Enforcement”; to amend various sections of the Code of General Ordinances to reflect a change in name by substituting “Department of Community Development and Inspections” for the “Department of City Development” and the “Department of Neighborhood Services and Inspections” or similar terminology wherever those phrases appear; to amend various sections of the Code of General Ordinances to reflect a change in name by substituting “Director of Community Development and Inspections” for “City Planner” or similar terminology wherever that phrase may appear

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

Section One: Section 1.05 K. of the Code of General Ordinances for the City of

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

K. Department of ~~City Community~~ Development and Inspections.

~~1. The Department of City Development shall be under the general supervision of the Mayor and City Administrator and the Committee on Finance, and is charged with the duties of administering the City Community Development program and the City Plan Department. The Director of City Development shall serve as Secretary of the City Plan Commission, administer the City of Kenosha Housing Authority policies, supervise personnel assigned to the Housing Authority, administer the City of Kenosha economic development policies, and perform related work as required.~~

~~2. The administrative head of this department shall be known as the Director of City Development and shall hold said office under Civil Service. Any vacancy occurring in said office shall be filled through appointment by the Mayor, subject to the approval of the Common Council from an eligible list supplied according to the Ordinances and Rules of Civil Service.~~

1. The Department of Community Development and Inspections shall be under the general supervision of the Mayor and City Administrator and the Public Safety and Welfare Committee. The department is charged

with the duties of administering various programs and activities including, but not limited to, planning, zoning, Community Development Block Grant program, administers Home Investment Partnership Act (HOME) program, redevelopment, historic preservation programs, property maintenance, building inspection and Minimum Housing and Sign Code enforcement.

2. The Administrative Head of the Department of Community Development **and Inspections** shall be the Director, who shall hold his/her office under Civil Service. Any vacancy occurring in said office shall be filled through appointment by the Mayor, subject to confirmation by the Common Council in accordance with the Civil Service System Ordinance and Personnel Rules and Regulations. The Director of Community Development **and Inspections** shall serve as Secretary of the City Plan Commission and Redevelopment Authority of the City of Kenosha.

Section Two: Section 1.05 N. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

N. Department of Neighborhood Services and Inspections.

~~1. The Department of Neighborhood Services and Inspections shall be under the general supervision of the Mayor and City Administrator and shall be charged with the development, implementation, and administration of the City's Inspection, Code Enforcement and Housing Programs.~~

~~2. The Administrative Head of the Department of Neighborhood Services and Inspections shall be the Director, who shall hold his/her office under Civil Service and any vacancy in his/her office shall be filled by appointment of the Mayor, subject to confirmation by the Common Council, from an eligibility list supplied by the Personnel Department in accordance with the Civil Service System Ordinance and Personnel Rules and Regulations.~~

Section Three: Sections 1.15 B. and 1.15 C. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby repealed and recreated as follows:

1.15 ANNEXATION ORDINANCES PRELIMINARY REPORTS

B. Report of City Attorney. Within three weeks after the filing of a petition for annexation of territory to the City, the City Attorney shall examine the petition, notices, reports of City Plan Commission, City

Engineer, and ~~Director of Planning in the Department of Resource Development~~ the State Department of Administration and give his written opinion to the Council as to whether there has been such compliance with the Wisconsin Statutes as to authorize the enactment of an Ordinance annexing the territory.

C. Report of City Engineer. Within three weeks after the filing of a petition for annexation of territory to the City, the City ~~Plan~~ Engineer shall report to Council, in writing, as to the cost and benefits, if any to the City based on reports made to him by the heads of departments who are in a position to estimate such costs and benefits

Section Four : Paragraph 17.11 A.7 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

7. Enforcement. Occupancy Permits may be withheld with respect to any parcel of property within an approved Subdivision Plat or Certified Survey Map until the Department of ~~City~~Community Development **and Inspections** certifies ~~to the Department of Neighborhood Services and Inspections~~ that the requirements of this Ordinance have been met. In the event any work specified in the Development Agreement is not completed in accordance with the Development Agreement and this Ordinance, the City and/or Kenosha Water Utility may do or cause said work to be done, and charge the cost thereof against any posted assurance or charge the benefited property through a special assessment where there is no applicable or insufficient assurance. Any guarantee or warranty shall remain in effect and be enforced to the full extent of the law.

Section Five: Chapters One; Two; Three; Four; Five; Eight; Nine; Ten; Eleven; Twelve; Thirteen; Fourteen; Fifteen; Sixteen; Seventeen; Twenty; Twenty-Two; Twenty-Seven; Twenty-Eight; Thirty-Two; Thirty-Three; Thirty-Four and Thirty-Five of the Code of General Ordinances for the City of Kenosha, Wisconsin, are amended by substituting therein the phrases “Department of Community Development **and Inspections**” for the “Department of City Development”, the “Department of Neighborhood Services and Inspections”, City Plan Division of the Department of City Development”, combinations and variations thereof, or similar terminology wherever those phrases appear.

Section Six: Chapters Two, Five and Seventeen of the Code of General Ordinances for the City of Kenosha, Wisconsin, are amended by substituting therein the phrase “Director of the Department

of Community Development **and Inspections**” for “City Planner” or similar terminology wherever those phrases appear.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

SPONSOR: THE MAYOR

To repeal and recreate Section 1.05 K. as “Department of Community Development and Inspections ”; to repeal Section 1.05 N. entitled “ Department of Neighborhood Services and Inspections”; to repeal and recreate Sections 1.15 B. and 1.15 C. entitled “Annexation Ordinances Preliminary Reports”; to repeal and recreate Paragraph 17.11 A.7 entitled “Enforcement”; to amend various sections of the Code of General Ordinances to reflect a change in name by substituting “Department of Community Development and Inspections” for the “Department of City Development” and the “Department of Neighborhood Services and Inspections” or similar terminology wherever those phrases appear; to amend various sections of the Code of General Ordinances to reflect a change in name by substituting “Director of Community Development and Inspections” for “City Planner” or similar terminology wherever that phrase may appear

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

Section One: Section 1.05 K. of the Code of General Ordinances for the City of

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

K. Department of Community Development and Inspections.

1. The Department of Community Development and Inspections shall be under the general supervision of the Mayor and City Administrator and the Public Safety and Welfare Committee. The department is charged with the duties of administering various programs and activities including, but not limited to, planning, zoning, Community Development Block Grant program, administers Home Investment Partnership Act (HOME) program, redevelopment, historic preservation programs, property maintenance, building inspection and Minimum Housing and Sign Code enforcement.

2. The Administrative Head of the Department of Community Development and Inspections shall be the Director, who shall hold his/her office under Civil Service. Any vacancy occurring in said office shall be filled through appointment by the Mayor, subject to confirmation by the Common Council in accordance with the Civil Service System Ordinance and Personnel Rules and Regulations. The Director of Community Development and Inspections shall serve as Secretary of the City Plan Commission and Redevelopment Authority of the City of Kenosha.

Section Two: Section 1.05 N. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

Section Three: Sections 1.15 B. and 1.15 C. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby repealed and recreated as follows:

1.15 ANNEXATION ORDINANCES PRELIMINARY REPORTS

B. Report of City Attorney. Within three weeks after the filing of a petition for annexation of territory to the City, the City Attorney shall examine the petition, notices, reports of City Plan Commission, City Engineer, and the State Department of Administration and give his written opinion to the Council as to whether there has been such compliance with the Wisconsin Statutes as to authorize the enactment of an Ordinance annexing the territory.

C. Report of City Engineer. Within three weeks after the filing of a petition for annexation of territory to the City, the City Engineer shall report to Council, in writing, as to the cost and benefits, if any to the City based on reports made to him by the heads of departments who are in a position to estimate such costs and benefits

Section Four : Paragraph 17.11 A.7 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

7. Enforcement. Occupancy Permits may be withheld with respect to any parcel of property within an approved Subdivision Plat or Certified Survey Map until the Department of Community Development and Inspections certifies that the requirements of this Ordinance have been met. In the event any work specified in the Development Agreement is not completed in accordance with the Development Agreement and this Ordinance, the City and/or Kenosha Water Utility may do or cause said work to be done, and charge the cost thereof against any posted assurance or charge the benefited property through a special assessment where there is no applicable or insufficient assurance. Any guarantee or warranty shall remain in effect and be enforced to the full extent of the law.

Section Five: Chapters One; Two; Three; Four; Five; Eight; Nine; Ten; Eleven; Twelve; Thirteen; Fourteen; Fifteen; Sixteen; Seventeen; Twenty; Twenty-Two; Twenty-Seven; Twenty-Eight;

Thirty-Two; Thirty-Three; Thirty-Four and Thirty-Five of the Code of General Ordinances for the City of Kenosha, Wisconsin, are amended by substituting therein the phrases “Department of Community Development and Inspections” for the “Department of City Development”, the “Department of Neighborhood Services and Inspections”, City Plan Division of the Department of City Development”, combinations and variations thereof, or similar terminology wherever those phrases appear.

Section Six: Chapters Two, Five and Seventeen of the Code of General Ordinances for the City of Kenosha, Wisconsin, are amended by substituting therein the phrase “Director of the Department of Community Development and Inspections” for “City Planner” or similar terminology wherever those phrases appear.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

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|--|---|-----------------|--------|
| City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030 | Kenosha City Plan Commission FACT SHEET | October 6, 2011 | Item 1 |
|--|---|-----------------|--------|

By the Mayor - To Repeal and Recreate various Sections of the Zoning Ordinance for the City of Kenosha to reflect a change in name by substituting "Department of Community Development" for the "Department of City Development" and the "Department of Neighborhood Services and Inspections" or similar terminology wherever those phrases appear; To Amend various Sections of the Zoning Ordinance to reflect a change in name by substituting "Director of Community Development" for "City Planner"; To Amend various Sections of the Zoning Ordinance to reflect a change in name by substituting "Department of Community Development" for "City Plan Division" or similar terminology wherever those phrases appear; To Amend various Sections of the Zoning Ordinance to replace the terms "Chief of Inspection" and "Zoning Administrator" with "Administrator"; To Amend the following various Sections of the Zoning Ordinance 12.0 B. entitled "Specific Words and Phrases" by replacing "Chief of the Inspection Department" with "Director of the Department of Community Development"; To Create a Definition for the "Department of Community Development"; To Repeal the Definition of "Division (CPD)"; and To Amend "Review Authority". PUBLIC HEARING

LOCATION/SURROUNDINGS:

N/A

NOTIFICATIONS/PROCEDURES:

This item requires final approval by the Common Council.

ANALYSIS:

- The Zoning Ordinance is required because of the consolidation of the Department of City Development and the Department of Neighborhood Services & Inspections into a new department with the proposed name of Department of Community Development.
- As a result of the name change, various sections of the Zoning Ordinance must be amended to reflect the combination of departments.
- This Zoning Ordinance also eliminates references to Directors of the two departments and replaces it with the Director of Community Development.

RECOMMENDATION:

For Commission review and comment.



Rich Schroeder, Assistant City Planner
/u2/acct/cp/ckays/CPC/2011/Oct6/fact-zo-consolidate.odt

**KEITH G. BOSMAN
MAYOR**



*CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010*

TO: City Plan Commission
FROM: Mayor Keith G. Bosman
SUBJECT: Consideration of Zoning Ordinance to Create Department of Community Development
DATE: October 5, 2011

After further internal discussion with staff, we thought that the better name for the newly created Department of Community Development would be the Department of Community Development and Inspections. I respectfully ask that the City Plan Commission make this change when deliberating this item on October 6, 2011.

Thank you.

KB:jd

ZONING ORDINANCE NO. _____

DRAFT 09/22/11

Recommended changes by City Plan Commission 10/06/11

SPONSOR: THE MAYOR

To repeal and recreate various sections of the Zoning Ordinance for the City of Kenosha to reflect a change in name by substituting “Department of Community Development **and Inspections**” for the “Department of City Development” and the “Department of Neighborhood Services and Inspections” or similar terminology wherever those phrases appear; to amend various sections of the Zoning Ordinance to reflect a change in name by substituting “Director of Community Development **and Inspections**” for “City Planner”; to amend various sections of the Zoning Ordinance to reflect a change in name by substituting “Department of Community Development **and Inspections**” for “City Plan Division” or similar terminology wherever those phrases appear; to amend various sections of the Zoning Ordinance to replace the terms “Chief of Inspection” and “Zoning Administrator” with “Administrator”; to amend the following various sections of the Zoning Ordinance 12.0 B. entitled “Specific Words and Phrases” by replacing “Chief of the Inspection Department” with “Director of the Department of Community Development **and Inspections**”; to create a definition for the “Department of Community Development **and Inspections**”; to repeal the definition of “Division (CPD)”; and to amend “Review Authority”

Section One: Sections Three; Four; Eight; Ten; Thirteen; Fourteen; Fifteen; Sixteen; and Eighteen of the Zoning Ordinance for the City of Kenosha, Wisconsin, are amended by substituting therein the phrase “Department of Community Development **and Inspections** ” for the phrases “Department of City Development” and the “Department of Neighborhood Services and Inspections” or similar terminology wherever those latter phrases appear.

Section Two: Sections Four, Ten, Twelve, Thirteen and Fourteen of the Zoning Ordinance for the City of Kenosha, Wisconsin, are amended by substituting therein the phrase “Director of the Department of Community Development **and Inspections**” for “City Planner” or similar terminology wherever those phrases appear.

Section Three: Sections Three; Four; Ten; Twelve; Thirteen; Fourteen and the Table of Contents of the Zoning Ordinance for the City of Kenosha, Wisconsin, are amended by substituting therein the phrase “Department of Community Development **and Inspections**” for “City Plan Division” or similar terminology wherever those phrases appear.

Section Four: Sections Two; Three; Four; Eight; Nine; Ten; Twelve; Thirteen; and

Sixteen of the Zoning Ordinance for the City of Kenosha, Wisconsin, are amended by substituting therein the terms "Chief of Inspection" and "Zoning Administrator" with "Administrator."

Section Five: Section 12.0 B. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is amended as follows:

Administrator. Shall mean the ~~"Chief of the Inspection Department"~~; "Director of the Department of Community Development and Inspections"

Department of Community Development and Inspections (DCDI). Shall mean the City of Kenosha Department of Community Development and Inspections.

~~**Division (CPD).** Shall mean the "City Plan Division".~~

Review Authority. The ~~Division, Commission~~ entities responsible for the review and final decision of applications for a Conditional Use Permit which will be the Department of Community Development **and Inspections** or Common Council whichever is specified within the Zoning Ordinance.

Section Six: This ordinance shall become effect upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ZONING ORDINANCE NO. _____

SPONSOR: THE MAYOR

To repeal and recreate various sections of the Zoning Ordinance for the City of Kenosha to reflect a change in name by substituting “Department of Community Development and Inspections” for the “Department of City Development” and the “Department of Neighborhood Services and Inspections” or similar terminology wherever those phrases appear; to amend various sections of the Zoning Ordinance to reflect a change in name by substituting “Director of Community Development and Inspections” for “City Planner”; to amend various sections of the Zoning Ordinance to reflect a change in name by substituting “Department of Community Development and Inspections” for “City Plan Division” or similar terminology wherever those phrases appear; to amend various sections of the Zoning Ordinance to replace the terms “Chief of Inspection” and “Zoning Administrator” with “Administrator”; to amend the following various sections of the Zoning Ordinance 12.0 B. entitled “Specific Words and Phrases” by replacing “Chief of the Inspection Department” with “Director of the Department of Community Development and Inspections”; to create a definition for the “Department of Community Development and Inspections”; to repeal the definition of “Division (CPD)”; and to amend “Review Authority”

Section One: Sections Three; Four; Eight; Ten; Thirteen; Fourteen; Fifteen; Sixteen; and Eighteen of the Zoning Ordinance for the City of Kenosha, Wisconsin, are amended by substituting therein the phrase “Department of Community Development and Inspections” for the phrases “Department of City Development” and the “Department of Neighborhood Services and Inspections” or similar terminology wherever those latter phrases appear.

Section Two: Sections Four, Ten, Twelve, Thirteen and Fourteen of the Zoning Ordinance for the City of Kenosha, Wisconsin, are amended by substituting therein the phrase “Director of the Department of Community Development and Inspections” for “City Planner” or similar terminology wherever those phrases appear.

Section Three: Sections Three; Four; Ten; Twelve; Thirteen; Fourteen and the Table of Contents of the Zoning Ordinance for the City of Kenosha, Wisconsin, are amended by substituting therein the phrase “Department of Community Development and Inspections” for “City Plan Division” or similar terminology wherever those phrases appear.

Section Four: Sections Two; Three; Four; Eight; Nine; Ten; Twelve; Thirteen; and Sixteen of the Zoning Ordinance for the City of Kenosha, Wisconsin, are amended by substituting therein the

terms "Chief of Inspection" and "Zoning Administrator" with "Administrator.

Section Five: Section 12.0 B. of the Zoning Ordinance for the City of Kenosha,

Wisconsin, is amended as follows:

Administrator. Shall mean the "Director of the Department of Community Development and Inspections"

Department of Community Development and Inspections (DCDI). Shall mean the City of Kenosha Department of Community Development and Inspections.

Review Authority. The entities responsible for the review and final decision of applications for a Conditional Use Permit which will be the Department of Community Development and Inspections or Common Council whichever is specified within the Zoning Ordinance.

Section Six: This ordinance shall become effect upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

Michael K. Higgins
City Clerk – Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

November 15, 2011

Jymmea Tungate
6607-98th Ave.
Kenosha WI 53142

Re: Permit Fees (Fence) Special Assessment
6607-98th Ave, Parcel #03-122-05-250-777
Request to Rescind \$160.00

Dear Jymmea:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, November 21, 2011 at 5:30 pm in Room 204 of the Kenosha Municipal Building, 625-52nd Street.

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 pm, following the Finance Committee meeting, in Room 200 of the Kenosha Municipal Building.

Should you have any questions, please do not hesitate to contact the City Clerk's Office at 262-653-4020 or cityclerk@kenosha.org.

Sincerely,

CITY OF KENOSHA

Michael Higgins
City Clerk/Treasurer

C: City Attorney
Mike Lemens – Public Works
Alderperson David Bogdala - 5th District



TO: Members of the City of Kenosha Finance Committee
Members of the City of Kenosha Common Council

FROM: Paula A. Blise, Zoning Coordinator *P. Blise*
Department of Neighborhood Services and Inspections

SUBJECT: Request to Waive Fence Permit Application and Special Assessment fees in the amount of \$160.00, for the property located 6607 98th Avenue (District #17)

November 21, 2011 Finance Committee & Common Council Agenda Item

DATE: November 9, 2011

The property owner is requesting that the unpaid \$60 fence permit application fee, and \$100 special assessment fee be waived, as the property owner had filed an application for a duplicate fence permit associated with the 6607 98th Avenue location.

Our records indicate that the property owner filed a fence permit application on June 22, 2011 (Permit #148457) and on June 23, 2011 (Permit #148462) for the same property.

The property owner paid the \$60 fence permit fee, associated with Permit 148457, at the time that the application was submitted to the Department of Neighborhood Services and Inspections.

There is no dispute that Permit #148462 is a duplicate permit, and it is recommended that the petitioner's request be granted.

:pab
Attachments

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Rescind One (1) Special Assessment Levied by
Resolution No. 123-11 against Parcel No. 03-122-05-250-777
(6607 98th Avenue), Kenosha, Wisconsin**

WHEREAS, on October 3, 2011, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 123-11 levying special assessments for **Unpaid Permit Fees** for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Neighborhood Services and Inspections; and,

WHEREAS, it has been stated by the property owner, Jymnea Tungate, that a special assessment should not have been levied on one (1) of those parcels; to wit: Parcel No. 03-122-05-250-777 (6607 98th Avenue), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the special assessment of \$160.00 levied by Resolution No. 123-11 against Parcel No. 03-122-05-250-777 (6607 98th Avenue). Kenosha, Wisconsin be and hereby is rescinded thereby reducing the total amount of the resolution by \$160.00.

Passed this _____ day of _____, 2011.

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Michael Higgins

Drafted by:
Department of Neighborhood Services and Inspections

/saz

----- Forwarded Message -----

From: "Jymmea M CIV RTC Tungate, Admin" <jymmea.tungate@navy.mil>

To: nsi@kenosha.org

Cc: "William P. Tungate, AFCM, NAVWARCOL" <william.tungate@usnwc.edu>, jtungate@wi.rr.com

Sent: Friday, October 28, 2011 9:32:44 AM

Subject: Duplicate Fence Permits

To Whom it May Concern,

This is a appeal to have resolution: 123-11 for parcel number 03-122-05-250-777 canceled due to a duplicate permit being issued. On June 21 I went into the Permit office near the close of business to acquire a permit for installing a fence. At that time I was told that your office did not except credit cards. So Gail the front desk clerk took my form with the understanding that my son would return the very next day to drop off a check to pay for the permit. Upon his arrival the next day the woman at the front desk had him fill out another form (there by generating the second permit) and took my check for the permit. When I came home from work that night and my son told me that the woman had him fill out another form, my husband called the office and the clerk that answered the phone reassured my husband that there would be no problem the other paper would not be processed. Now 4 months later I am receiving a special assessment bill threatening to charge my real estate ! tax bill. Obviously a single residence only needs one fence so the permit issued on June 22, 2011 by Gail permit #148457 paid with check #4978 covers my requirements.

Respectfully,

Jymmea Tungate

USS IOWA BLDG 7260

Recruit Training Command ADMIN

(847)[688-4949](tel:688-4949) x 108

Michael K. Higgins
City Clerk – Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

November 15, 2011

Matthew & Leanne Lavery
6833-154th Ave.
Kenosha WI 53142

Re: Permit Fees (Erosion Control) Special Assessment; Erosion Control Reinspection Fees (2)
6833-154th Ave., Parcel #03-121-03-405-057
Request to Rescind \$172.00; \$90.00; \$180.00

Dear Matthew & Leanne:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, November 21, 2011 at 5:30 pm in Room 204 of the Kenosha Municipal Building, 625-52nd Street.

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 pm, following the Finance Committee meeting, in Room 200 of the Kenosha Municipal Building.

Should you have any questions, please do not hesitate to contact the City Clerk's Office at 262-653-4020 or cityclerk@kenosha.org.

Sincerely,

CITY OF KENOSHA

Michael Higgins
City Clerk/Treasurer

C: City Attorney
NSI
Alderperson David Bogdala - 5th District



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

Building Inspection

Property Maintenance

Zoning Enforcement

TO: Members of the Finance Committee

FROM: Chris D. Pagels, Erosion Control Inspector 
City of Kenosha

SUBJECT: Appeal from Matthew and Leanne Lavery to Rescind a Special Resolution for an Erosion Control Reinspection Fee against the Property Located at 6833 154th Avenue; and, request to Rescind Two (2) Reinspection Fees Levied on the Same Property by the Department of Neighborhood Services and Inspections

DATE: November 17, 2011

The subject property was originally owned by Mastercraft. A single-family new home was built and the occupancy was granted on July 23, 2010. Per City of Kenosha's Assessor's records, a change of ownership was recorded on January 4, 2011. The new owner was M & I Properties. On July 1, 2011, a complaint was filed against the property for long grass and weeds and not having the final grading or topsoil with established turf-grass installed. At the time the complaint was filed and at the time of my investigations, the owner of record per the real estate files was listed as Mastercraft Builders; therefore, all reinspection fee notices were mailed to Mastercraft.

I responded to the complaint request and gave notice to the owner of record (Mastercraft) to install the yard by July 15, 2011. I received no response. On July 21, 2011, the first reinspection fee was levied. Again, I received no response. Subsequent reinspection fees were levied on August 4, 2011, and on August 15, 2011.

On August 17, 2011, I was in the Heritage Heights Subdivision for other business and noticed that there were cars parked in front of 6833 154th Avenue. I verified that the house was occupied; and that the new owners, Matthew and Leanne Lavery, had taken ownership of the house on August 4, 2011. Mrs. Lavery stated she had not received any notices or orders to comply regarding the yard installation. I confirmed with NSI staff that all notices were sent to Mastercraft Builders. I informed Mrs. Lavery that as a new owner, she must ensure that a new yard is installed. I gave her an additional 30 days to comply and did not issue further reinspection fees against the property.

The Lavery's complied with the orders by having the yard installed and hydro-seeded to code.

My recommendation is to rescind all fees against the current owners of the property. Mr. and Mrs. Lavery have been very cooperative; and, realizing that they needed to act quickly, hired professional contractors to complete the work.

CDP/saz
Attachments

Common Council Agenda Item H2

November 21, 2011 Page 115

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Rescind One (1) Special Assessment Levied by Resolution No. 125-11 against Parcel No. 03-121-03-405-057 (6833 154th Avenue), Kenosha, Wisconsin

WHEREAS, on October 3, 2011, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 125-11 levying special assessments for **Erosion Control Reinspection Fees** for various properties within the City of Kenosha, Wisconsin, at the request of the Department of Neighborhood Services and Inspections; and,

WHEREAS, it has been stated by the property owner, Matthew and Leanne Lavery, a special assessment should not have been levied on one (1) of those parcels; to wit: Parcel No. 03-121-03-405-057 (6833 154th Avenue), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the special assessment of \$172.00 levied by Resolution No. 125-11 against Parcel No. 03-121-03-405-057 (6833 154th Avenue), Kenosha, Wisconsin. Kenosha, Wisconsin be and hereby is rescinded thereby reducing the total amount of the resolution by \$172.00.

Passed this _____ day of _____, 2011.

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Michael Higgins

Drafted by:
Department of Neighborhood Services and Inspections

/saz

November 1, 2011

Director of City Development
625-52nd Street
Attn: Jeff Labahn

Re: 6833 154th Ave.
Kenosha, WI 53142

Dear Mr. Labahn,

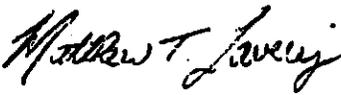
This letter is in reference to fees incurred on the above residence at 6833 154th Ave., Kenosha, WI 53142. We closed on this home on August 4, 2011. We received a special assessment bill in the mail last week Tuesday, October 25, 2011 in the amount of \$172. Inspector Chris Pagels came to our home the week of August 15th and notified us that our lawn needed to be put in and we took immediate action by completing our concrete and lawn. At that time, Chris said if we completed the lawn this fall, no fees would be assessed to us.

We spoke on the phone with Mr. Chris Pagels after receiving the bill last week and he informed us that there was a reinspection fee statement sent to Mastercraft on July 21, 2011 in the amount of \$72. On 7/21/11, Mastercraft did not own the property, M&I Bank was the owner. We purchased the home from M&I Bank. An assessment fee of \$100 was added to the \$72 totaling \$172. This is the bill we received. Also, Chris stated another reinspection fee was added on August 4, 2011 in the amount of \$90 and on August 16, 2011 in the amount of \$180. We did not receive a bill for these amounts, but we questioned the total and Chris said the August reinspection fees are already added on. These two fees should not have been assessed to us because we just purchased the home on August 4, 2011. There needs to be a window of time for landscaping to be completed by us before any fees are issued.

As you can understand, the first reinspection fee on 7/21/11 was sent to Mastercraft who did not even own the home, M&I Bank did. The other two fees were billed within the first 2 weeks of us owning the home, obviously that cannot be right. We completed all work immediately and we feel no responsibility for any of these fees and want these fees rescinded as should be before the assessments are automatically placed on our real estate tax bill.

Please let this notification serve that Matthew T. Lavery & Leanne E. Lavery are requesting an appeal that these fees are rescinded, waived, removed or reassigned to the rightful debtor. As new homeowners, we have abided by all of the rules, inspections, permits that were requested of us.

Thank you,



Matthew T. Lavery
Leanne E. Lavery

11/17/11
12:21
HOINQ4
REV. 3.1

NEIGHBORHOOD SERVICES & INSPECTIONS
POST PERMIT PROCESSING PRINT

PAGE 1

FOR PERMIT# 148744 - PROJ. ADDR. 06833 154A
LOT#: 57

STATUS: ZZ WKS TYPE: ECRF DATE ENTERED: 07/21/11 LAST CHANGE: HSUEZ
LOC. DESCR: YARD INCOMPLETE WTR PERM #: 00000 09/26/11
DESC2: \$72.00 PRINT NOTE: Y 1ST NOTE: 07/21/11 14:07
ISSUE DATE: 00/00/00 PARCEL#:03121034050570 2ND NOTE: ACT: ICH
3RD NOTE:
OWNER: MASTERCRAFT BUILDERS CONTRACTOR: MASTERCRAFT BUILDERS
5008 GREEN BAY ROAD 5008 GREEN BAY ROAD
KENOSHA, WI 53144 KENOSHA, WI 53144
(262) 654-1220 (262) 654-1220
GENL DC#10142

FEE DESC..... RATE QTY PEN AMT FEE DESC..... RATE QTY PEN AMT
940 REIN ERCO 72.00 1 72.00 941 REIN ERCO 90.00
942 REIN ERCO 180.00 943 REIN ERCO 360.00
TOTAL FEE AMOUNT: \$72.00 INCLUDING PENALTY AMT: \$.00 CODE:

INSP. DATE: DESC. PASS FAIL COMMENT
CDP 07/20/11 _____ YARD NOT COMPLETE.
SAZ 10/03/11 _____ SPECIAL ASSESSMENT

AUTHORIZED SIGNATURE _____ DATE _____
FOR OFFICIAL USE ONLY IF SIGNED BY NEIGHBORHOOD SERVICES & INSPECTIONS PERSONNEL

Michael K. Higgins
City Clerk - Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

November 15, 2011

Connie Knudtson
4507 Harrison Rd.
Kenosha WI 53142

Re: Permit Fees (Fence) Special Assessment
4507 Harrison Rd., Parcel #02-122-02-453-001
Request to Rescind \$160.00

Dear Connie:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, November 21, 2011 at 5:30 pm in Room 204 of the Kenosha Municipal Building, 625-52nd Street.

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 pm, following the Finance Committee meeting, in Room 200 of the Kenosha Municipal Building.

Should you have any questions, please do not hesitate to contact the City Clerk's Office at 262-653-4020 or cityclerk@kenosha.org.

Sincerely,

CITY OF KENOSHA

Michael Higgins
City Clerk/Treasurer

C: City Attorney
NSI
Alderperson Michael J. Orth - 15th District



TO: Members of the City of Kenosha Finance Committee
Members of the City of Kenosha Common Council

FROM: Paula A. Blise, Zoning Coordinator *P. Blise*
Department of Neighborhood Services and Inspections

SUBJECT: Request to Waive Fence Permit Application and Special Assessment fees in the amount of \$160.00, for the property located 4507 Harrison Road (District #15)

November 21, 2011 Finance Committee & Common Council Agenda Item

DATE: November 9, 2011

The property owner is requesting that the unpaid \$60 fence permit application fee, and \$100 special assessment fee be waived.

Following is a chronology of events associated with this issue:

2011

- March 16 - Property owner, Constance Knudtson, files an application for a fence permit associated with the property located at 4507 Harrison Road (Exhibit 1)
- March 22 - The permit application is reviewed by the Zoning Coordinator and approved. An invoice, reflecting the \$60 fence permit fee, is generated and mailed to the applicant. (Permit 147215)
- October 3 - An evaluation of unpaid permits is conducted. Permit #147215 remains unpaid, and the special assessment is levied at the October 3, 2011 Common Council meeting.
- October 31 - The property owner files an appeal with the Department of Neighborhood Services and Inspections to waive the fence permit and special assessment fees totaling \$160.00.

Supplemental information

- The property owner alleges, in her written appeal request, that she "talked to a male supervisor" who advised her that she did not "need a permit for that kind of fence".

This statement cannot be substantiated.

- The fence has been installed, as illustrated below:



Based on the above analysis, I find no justification to grant relief of the petitioner's request.

:pab
Attachments

c. Michael J. Orth, Alderperson, 15th District



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

Office Use Only:

Date 3/17/11
 Permit # 147215
 Needs Approval
 IP _____
 Fee'd J bmr 3/22/11

**APPLICATION FOR
 FENCE PERMIT**

Permit Fee: \$60.00

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

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

Project Address 4507 - Harrison Rd

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

City Development Authorization _____

Owner Constance Knudtson

Contractor _____

Mailing Address 4507 - Harrison Rd

Mailing Address _____

City Kenosha State WI Zip 53142

City _____ State _____ Zip _____

Phone (262) 652-7303

Phone (_____) _____

Property Owner e-mail: _____

Contractor e-mail _____

Estimated Cost of Project \$ 1,333.⁶⁰ Project Name (if commercial property) _____

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

Rear Yard Fence Height X 5ft Side Yard Fence Height _____

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

- Property is a corner lot: Yes No
- Will the fence be located adjacent to a sidewalk? Yes No A 6" setback from the public sidewalk is required.
- Will the fence be located adjacent to a driveway, alley, or other vehicular roadway? Yes No
 (If yes, applicant agrees to maintain required vision clearance triangle areas)
- Will the fence be closer than 3' in front of a door or window of a home? Yes No
 (If yes, a review by the Zoning Coordinator is required prior to issuance of permit)
- Will the fence encroach within an easement area or area subject to other use restrictions? Yes No

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

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

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

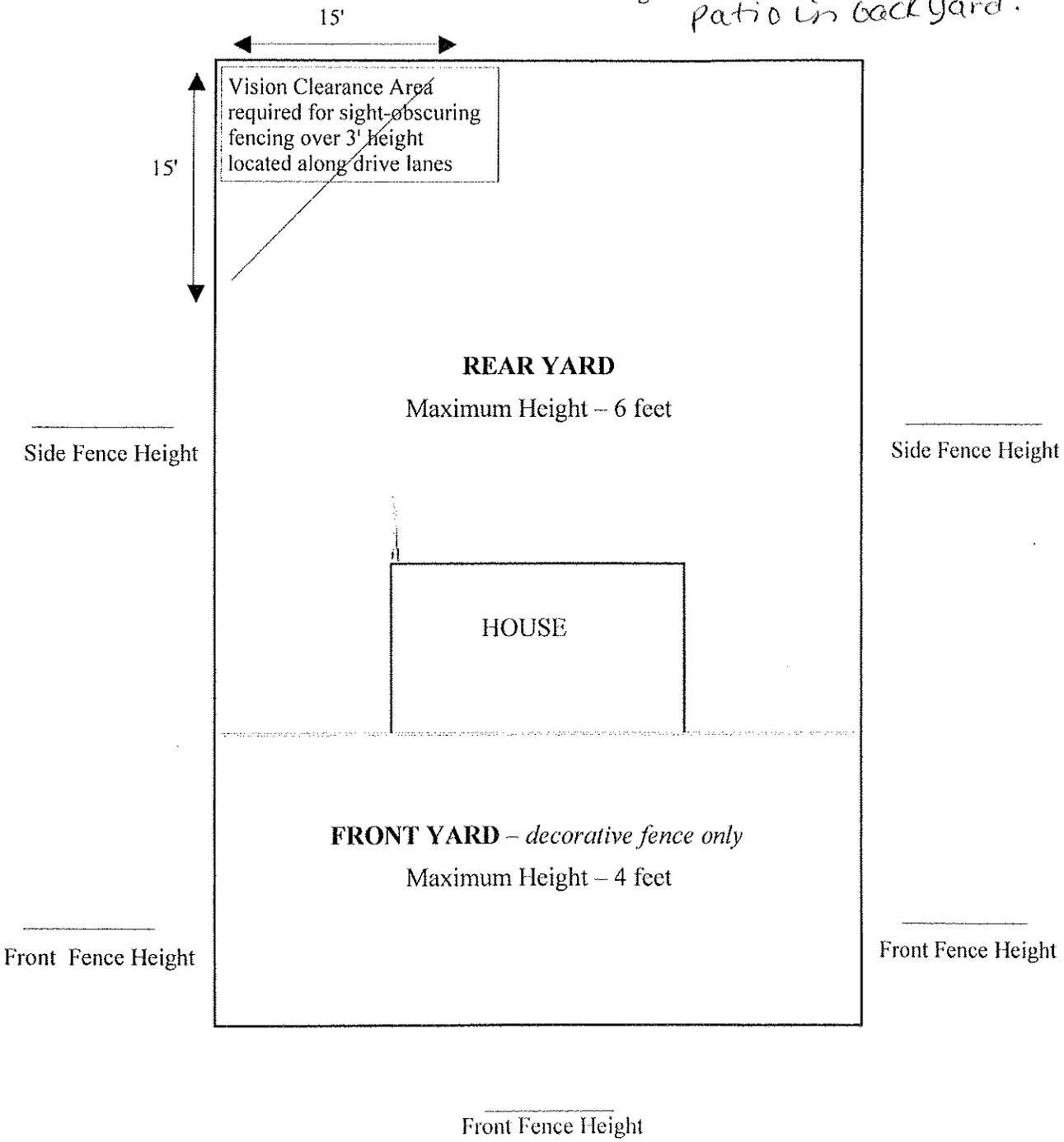
I agree to comply with all applicable codes, statutes, and ordinances, and with the conditions of this permit; understand that the issuance of the permit creates no legal liability, express or implied, on the state or municipality; and, certify that all the above information is accurate. Fencing installed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

Applicant Signature Constance Knudtson Date March 16, 2011

APPLICATION FOR FENCE PERMIT – Page Two

List fence height at proposed locations of fence installation: Example: $\frac{6'}{\text{Fence Height}}$

$\frac{5\text{ft}}{\text{Rear Fence Height}}$ just around small patio in backyard.



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

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Rescind One (1) Special Assessment Levied by Resolution No. 123-11 against Parcel No. 02-122-02-453-001 (4507 Harrison Road), Kenosha, Wisconsin

WHEREAS, on October 3, 2011, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 123-11 levying special assessments for **Unpaid Permit Fees** for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Neighborhood Services and Inspections; and,

WHEREAS, it has been stated by the property owner, Connie Knudtson, that a special assessment should not have been levied on one (1) of those parcels; to wit: Parcel No. 02-122-02-453-001 (4507 Harrison Road), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the special assessment of \$160.00 levied by Resolution No. 123-11 against Parcel No. 02-122-02-453-001 (4507 Harrison Road). Kenosha, Wisconsin be and hereby is rescinded thereby reducing the total amount of the resolution by \$160.00.

Passed this _____ day of _____, 2011.

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Michael Higgins

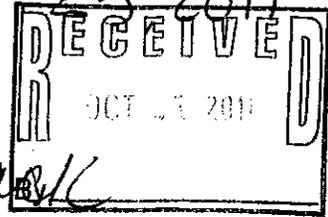
Drafted by:
Department of Neighborhood Services and Inspections

/saz

Resolution: 123-11

OCT 25 2011

Parcel #: 02-122-02-453-001



I had talked to a man back
when I wanted to put my
patio fence in and he told
me I did not need a
permit for that kind of
fence. We did sign papers
for the permit and never
heard anything back. That's
when I talked to a man who
was the supervisor back in March
about it & he said I didn't need
a permit. I never got a bill
for this before this is the first
one or I would of called sooner.

I want to appeal this.

Thank you, Annie Knudtson
4507 - Harrison Rd
Kenosha, WI 53142

Phone #
(262-652-730)

Common Council Agenda Item H3

Michael K. Higgins
City Clerk – Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

November 15, 2011

Carmen Pillizzi
Firehouse LLC
4922-89th Pl.
Kenosha WI 53142

Re: Permit Fees (Occupancy) Special Assessment
6820 Sheridan Rd., Parcel #05-123-06-432-011
Request to Rescind \$280.00

Dear Mr. Pillizzi:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, November 21, 2011 at 5:30 pm in Room 204 of the Kenosha Municipal Building, 625-52nd Street.

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 pm, following the Finance Committee meeting, in Room 200 of the Kenosha Municipal Building.

Should you have any questions, please do not hesitate to contact the City Clerk's Office at 262-653-4020 or cityclerk@kenosha.org.

Sincerely,

CITY OF KENOSHA

Michael Higgins
City Clerk/Treasurer

C: City Attorney
NSI
Alderperson Jan Michalski - 3rd District



TO: Members of the City of Kenosha Finance Committee
Members of the City of Kenosha Common Council

FROM: Paula A. Blise, Zoning Coordinator *P. Blise*
Department of Neighborhood Services and Inspections

SUBJECT: Request to Waive Certificate of Occupancy Permit Application and
Special Assessment fees in the amount of \$280.00, for the property located
at 6820 Sheridan Road (District #3)

November 21, 2011 Finance Committee & Common Council Agenda Item

DATE: October 31, 2011

The property owner is requesting that the unpaid \$180 Certificate of Occupancy permit application fee, and \$100 special assessment fee be waived, based on his tenant's failure to obtain fire, building, and assessor inspections required to fulfill business occupancy requirements. A zoning review and the processing of the application by clerical support staff was conducted, however, the property owner was unaware of the outstanding invoice, and relied on the prospective tenant to inform the City of his intentions to not pursue the business venture.

Section 9.06(E) of the City of Kenosha Building Code stipulates the following:

E. Unpaid Permit. If after receiving a second notice of Permit approval and fees due, said Permit fees, as provided for by this Chapter, have not been paid for by or on behalf of the property owner or contractor, said fees shall be charged to the property owner of record as a special assessment against the real estate upon which the Permit applies, and shall be a lien upon the Premises until paid in full, with interest accruing on the unpaid balance at the rate of interest established in Section 2.10 of the Code of General Ordinances. There shall also be a One Hundred (\$100.00) Dollar Administrative Fee added to the charge and special assessment to cover the administrative costs of charging and assessing the Premises.

A new procedure shall be implemented, whereby both the applicant and the property owner will be notified of unpaid permit fees, and, therefore, will be afforded the opportunity to either remit payment or cancel the permit request. This new procedure will afford both parties "due process", and will circumvent this type of situation.

A copy of the original application is attached for your review.

:pab

Attachment

c. Jan Michalski, Alderperson, 3rd District

Common Council Agenda Item H4



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

Office Use Only:

11/18/10
 146256
 RECEIVED
 IP
 Fee'd ✓ bmp 11/24/10

**APPLICATION FOR
 BUSINESS OCCUPANCY PERMIT**

Permit Fee: \$180.00

This document must be legible or will be returned.

Please **print** all information, with the exception of signatures.

All signatures must be **original** (photocopies or facsimiles are not accepted).

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

Address of Business 11820 SHERIDAN Rd Suite #

Business Name BARNES

Property Owner FIREHOUSE, LLC

Intended Business Use BAIDING / DEADLOCKS

Tenant/Lessee BARNES, Hall Sr

Mailing Address PO Box 044222

Tenant's/Lessee's Residence 4083 700 2nd Sheridan Rd.

City RACINE State WI Zip 53404

City Kenosha State WI Zip 53140

Phone (262) 496-2640

Phone (262) 672-7092

Property Owner's Driver's License # P420-1076-0203-09

Check one:
 If tenant is sole proprietor, attach a copy of driver's license with this application and list driver's license number:
B 400-0727 738907

If tenant is a Wisconsin corporation, partnership, or LLC, attach proof with this application and list the entity/name as tenant/lessee above.

Fax Number/ e-mail cpillizzi@nelson-electric.com

Fax Number/ e-mail [Signature]

I understand that pursuant to Section 8.04 of the Zoning Ordinance for the City of Kenosha, Wisconsin, the building may not be occupied and/or business conducted until all requirements for the Certificate of Occupancy have been met and the Certificate has been issued by the City Department of Neighborhood Services and Inspections.

[Signature]
 Signature of Property Owner

[Signature]
 Signature of Tenant/Lessee

Building permits may be required for alterations and additions.

NO ALTERATIONS OR SIGNS ARE AUTHORIZED BY THIS CERTIFICATE.

IT DOES NOT TAKE THE PLACE OF ANY LICENSE OR PERMIT REQUIRED BY LAW.

ANY CHANGE IN USE OR OCCUPANCY TYPE SHALL REQUIRE A NEW CERTIFICATE.

RECEIVED
 NOV 15 2010
 53

Common Council Agenda Item H4

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Rescind One (1) Special Assessment Levied by Resolution No. 123-11 against Parcel No. 05-123-06-432-011 (6820 Sheridan Road), Kenosha, Wisconsin

WHEREAS, on October 3, 2011, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 123-11 levying special assessments for **Unpaid Permit Fees** for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Neighborhood Services and Inspections; and,

WHEREAS, it has been stated by the property owner, Firehouse LLC (Carmen Pillizzi) that a special assessment should not have been levied on one (1) of those parcels; to wit: Parcel No. 05-123-06-432-011 (6820 Sheridan Road), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the special assessment of \$280.00 levied by Resolution No. 123-11 against Parcel No. 05-123-06-432-011 (6820 Sheridan Road) Kenosha, Wisconsin be and hereby is rescinded thereby reducing the total amount of the resolution by \$280.00.

Passed this _____ day of _____, 2011.

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Michael Higgins

Drafted by:
Department of Neighborhood Services and Inspections

/saz

FIREHOUSE

LLC



P.O. BOX 044222
RACINE, WI 53404

City of Kenosha
Attn: Ms. Paula Blise
625 – 52nd Street
Kenosha, WI

Oct 26, 2011

Paula,

Firehouse, LLC has received a Special Assessment from the City in the amount of \$280.00. This assessment states that it is for “Permit Fees”. Firehouse, LLC believes that the fees in question were incurred by a former perspective tenant of our rental unit at 6820 Sheridan Road. The entity attempting to rent our unit was called “Berry Braiding”. Mr. Berry desired to rent the aforementioned unit for the proposed function of establishing a commercial hair braiding business. Firehouse LLC advised Mr. Barry that he would have to secure business permits from the city in order to gain final occupancy of the rental unit. Although we believe Mr. Berry was attempting to get his business affairs properly arranged and his permits in order he was never able to produce the required permits to formally start his business. It is also our understanding that this unit never had a completed inspection by the city. Given these circumstances Firehouse LLC was unable to allow Mr. Berry final occupancy. Because our client never did get his business operational and was unable to complete the occupancy process (because he lacked permits) leaving 6820 Sheridan Rd unoccupied since January of this year we feel Firehouse LLC is not liable for this special assessment.

Regards,

Carmen G. Pillizzi
Managing Member

**CITY OF KENOSHA
OFFICE OF THE CITY TREASURER
625-52ND STREET – ROOM 105
KENOSHA WI 53140
SPECIAL ASSESSMENT BILL**

FIREHOUSE LLC
C/O CARMEN PILLIZZI
4922 89TH PL
KENOSHA, WI 53142

BILLING DATE: 11/01/11

| |
|---|
| PARCEL NUMBER 05-123-06-432-011 |
|---|

PAYABLE TO CITY TREASURER ON OR BEFORE:
NOVEMBER 30, 2011
WITHOUT INTEREST

FOR: RESOLUTION: 123-11
PERMIT FEES

PROPERTY LOCATED AT: 06820 SHE RD

LOTS 5 & 6 BLK 2 R R JONES SUB
BEING PT OF SE 1/4 SEC 6 T1 R23
DOC#1041381
DOC#1418368

| |
|--------------------------------------|
| PAY THIS AMOUNT 280.00 |
|--------------------------------------|

| <u>tax roll</u> | <u>amount</u> | <u>tax roll</u> | <u>amount</u> |
|-----------------|---------------|-----------------|---------------|
| 2011 | 283.50 | 0000 | |
| 0000 | | 0000 | |
| 0000 | | 0000 | |
| 0000 | | 0000 | |
| 0000 | | 0000 | |
| TOTAL | 283.50 | | |

If this bill is not paid in full by November 30th of this year, this assessment will automatically be placed on your real estate tax bill for the year(s) and amount(s) shown above. Interest is included at 7.5%.

IF PAID BY CHECK, RECEIPT IS CONTINGENT ON CHECK BEING PAID BY BANK ON WHICH IT IS DRAWN.
PARTIAL PAYMENTS OF THIS BILL ARE NOT ALLOWED.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BILL, PLEASE CONTACT
THE DEPARTMENT OF NEIGHBORHOOD SERVICES AND INSPECTIONS AT 262-653-4263

Resolution No. _____

By: the Mayor

**INITIAL RESOLUTION AUTHORIZING THE BORROWING
OF NOT TO EXCEED \$3,700,000;
PROVIDING FOR THE ISSUANCE AND SALE OF
GENERAL OBLIGATION PROMISSORY NOTES THEREFOR;
AND LEVYING A TAX IN CONNECTION THEREWITH**

BE IT RESOLVED by the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") that there shall be issued, pursuant to Section 67.12 (12), Wisconsin Statutes, general obligation promissory notes (the "Notes") in an amount not to exceed \$3,700,000 for the public purpose of providing funds to pay the cost of settling claims made in litigation against the City; and there shall be levied on all the taxable property of the City a direct, annual, irrevocable tax sufficient to pay the interest on said Notes as it becomes due, and also to pay and discharge the principal thereof within ten years of the date of issuance of the Notes.

Adopted this 21st day of November, 2011.

Attest: _____, City Clerk
Michael Higgins

Approved: _____, Mayor
Keith G. Bosman

Dated: November 21, 2011

RESOLUTION NO. _____

By: The Mayor

To Place Special Assessments against Benefited Parcels of Property on the 2011
Real Estate Tax Roll for Delinquent Storm Water Bills in an Amount not to
Exceed \$453,033.48

BE IT RESOLVED that assessments in an amount not to exceed \$453,033.48 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 2011.

Adopted _____ day of _____, 2011

Approved: _____
Keith G. Bosman, Mayor

Attest: _____
Michael Higgins, City Clerk/Treasurer

(RESOLUTIONS11/2011delswuassessments.11.16.11)

RESOLUTION NO. _____

BY: THE MAYOR

**TO REORGANIZE CERTAIN OPERATIONS OF THE CITY OF
KENOSHA WITH RESPECT TO THE DEPARTMENTS OF CITY
DEVELOPMENT AND NEIGHBORHOOD SERVICES AND
INSPECTIONS AND TO SUBSEQUENTLY CREATE THE
DEPARTMENT OF COMMUNITY DEVELOPMENT AND
INSPECTIONS**

WHEREAS, for the purpose of operating the City on a cost effective and efficient basis, it is desirable to reorganize certain operations with respect to the Departments of City Development and Neighborhood Services and Inspections; and

WHEREAS, the consolidation of the aforementioned departments results in the creation of the Department of Community Development and Inspections.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the following changes of operation of the City are adopted as provided and scheduled for implementation herein:

1. The Department of City Development and the position of Director of City Development shall be abolished upon s1.05 K. (1) and (2) of the Code of General Ordinances, entitled "Department of City Development," being repealed. A Copy of an Ordinance draft to that effect is attached hereto as Exhibit A and incorporated herein by reference.

2. The Department of Neighborhood Services and Inspections and the position of Director of Neighborhood Services and Inspections shall be abolished upon s1.05 N. (1) and (2) of the Code of General Ordinances, entitled "Department of Neighborhood Services and Inspections," being repealed. A Copy of an Ordinance draft to that effect is attached hereto as Exhibit A and incorporated herein by reference.

3. The Department of Community Development and Inspections and the position of Director of Community Development and Inspections is created under s1.05 K (1) and (2) upon the passage and publication of the Ordinance referenced in Exhibit A.
4. The Organization Chart and the Table of Organization for the Department of Community Development and Inspections shall be as set forth in Exhibits B and C, which are attached hereto and incorporated herein by reference.
5. The initial job descriptions for the positions of Director of Community Development and Inspections; Superintendent of Planning, Zoning & Development; Superintendent of Building Inspection and Property Maintenance; and Inspector I, II and Senior Inspector shall be as set forth in Exhibits F, G, H, I, J, K which are attached hereto and incorporated herein by reference.
6. All positions/employees in the Departments of City Development and Neighborhood Services and Inspections shall be transferred to the Department of Community Development and Inspections upon s1.05 K (1) and (2) of the Code of General Ordinances being created. The position of Soil Erosion Inspector in the Department of Neighborhood Services and Inspections, shall be transferred to the Department of Public Works upon s1.05 of the Code of General Ordinances being created. Both actions are set forth in Exhibit C.
7. The incumbent of the position of Director of City Development shall be reclassified to the appropriate rate of pay and assume the duties of the position of Director of Community Development and Inspections as set forth in Exhibits D, E and F.
8. The Table of Organization for the City of Kenosha which is attached hereto as Exhibit C and is adopted as amended and incorporated herein by reference.

9. Personnel actions to be taken to implement those changes necessary for the consolidation of the Departments of City Development and Neighborhood Services and Inspections above are outlined in Exhibits C, D, and E which are attached hereto and incorporated herein by reference.

Adopted this ____ day of _____, 2011.

ATTEST: _____
Mike Higgins, City Clerk

APPROVED: _____
Keith G. Bosman, Mayor

SPONSOR: PUBLIC SAFETY & WELFARE COMMITTEE

**TO REPEAL AND RECREATE VARIOUS SECTIONS OF
CHAPTER 15 OF THE CODE OF GENERAL ORDINANCES
RELATED TO OFF-PREMISE SIGNS.**

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

Section One: Section 15.07 F. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

Section Two: Section 15.12 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

15.12 PROHIBITED SIGNS

All Signs not expressly permitted are prohibited in any location in the City. The following Signs are specifically prohibited:

1. Signs containing statements, words or pictures of an obscene or pornographic nature.
2. A Sign, handbill, notice or poster affixed to a tree, fence, pole, Street Sign, Traffic Sign or other structure not constructed or intended for use as a Sign base, which is not authorized by this Ordinance.
3. Revolving Signs.
4. Roof Signs.
5. Signs which are structurally dangerous, or unsafe.
6. Abandoned/Obsolete Signs.
7. Flashing and Animated Signs.
8. Deteriorated Signs.
9. Signs used beyond time limits provided in this Ordinance.

Section Three: Section 15.15 A. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

15.15 OFF-PREMISE SIGNS

A. Purpose. This Section is intended to protect the public health, safety and welfare by regulating the construction, materials, placement/location, size, height, spacing and maintenance of Off-Premise Commercial Signs. This Section is designed to ensure that Off-Premise Commercial Signs are compatible with other Signs and land uses, and are not detrimental to the aesthetic quality of the community.

Off premise commercial signs are subject to City approval pursuant to the following procedures:

1. **Sign Replacement** (same size sign in the same location): off premise sign permit.
2. **New Sign Location or Relocation Where the Proposed Sign is 300 Square Feet or Less:** site plan review in conformance with Section 14.0 of the Zoning Ordinance.
3. **New Sign Location or Relocation where the Proposed Sign is Greater than 300 Square Feet:** site plan review in conformance with Section 14.0 of the Zoning Ordinance.

4. Bulletin Sign (Size 14' x 48'): site plan review in conformance with Section 14.0 of the Zoning Ordinance.

5. Sign Not in Compliance with §15.15 H.5 and §15.15 H.7: conditional use permit in conformance with Section 4.0 of the Zoning Ordinance.

6. Digital Display: conditional use permit in conformance with Section 4.0 of the Zoning Ordinance.

All Off-Premise Commercial Signs existing in the City shall be maintained in accordance with the following conditions and restrictions.

Section Four: Section 15.15 B. of the Code of General Ordinances for the City of

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

B. Illumination.

1. The light rays from any Off-Premise Commercial Sign which is externally illuminated shall be cast directly upon the Sign Face surface and shall not be visible to motor vehicle operators, except as may be reflected from the Sign Face. The illumination of Off-Premise Commercial Signs will not be permitted between 12:00 A.M. and 5:00 A.M. No Off-Premise Commercial Sign shall contain flashing elements or video displays.

2. Digital Display Illumination. Digital Display Off-Premise Signs shall be subject to the following regulations:

a. Each change of message shall be accomplished in one second or less.

b. Each message shall remain in a fixed position for at least 6 seconds.

c. The use of traveling messages or segmented messages is prohibited.

d. No variable message sign lamp may be illuminated to a degree of brightness that is greater than necessary for adequate visibility. Signs found to be brighter than necessary for adequate visibility shall be adjusted by the person owning or controlling the sign in accordance with the instructions of the Common Council.

e. The Common Council by rule, may prohibit or establish restrictions on the illumination of messages to a degree of brightness that is greater than necessary for adequate visibility.

f. The illumination of Off-Premise Commercial Signs with Digital Display Illumination has no restriction of hours of operation.

Section Five: Sections 15.15 D.2., D.4. and D.5. of the Code of General Ordinances

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

2. The Sign may be sold, leased, or otherwise transferred without affecting its Nonconforming status, but its location may not be changed. An off-premise commercial sign removed as a result of a street Right-of-Way taking or for any other reason may be relocated.

4. In accordance with Section 62.23(7)(h), Wisconsin Statutes, Signs which are a nonconforming use must remain the same as they were on the effective date of this Ordinance and may not be enlarged or expanded. Any extension, enlargement, rebuilding, changing the materials of the Sign structure, changing the size of the Sign structure materials, adding catwalks, adding guys or struts for stabilization of the Sign or structure, adding lights to a nonilluminated Sign, changing the height of the Sign aboveground, structural alteration to prolong the life of the sign or re-erection of the Sign shall not during the Sign's life exceed 50 percent of the assessed value of the sign unless permanently changed to a conforming use.

5. The Sign may continue in use as long as it is not abandoned or discontinued. A Sign is deemed

abandoned or discontinued if for a period of twelve (12) months or longer, it is composed of obsolete advertising matter, or is without advertising matter, or is in need of substantial repair provided that any period of involuntary discontinuance which occurs during the period a street is closed shall not be considered. A Sign is deemed abandoned or discontinued if the name of the owner does not appear thereon and if the name and address of the current owner is not readily ascertainable from records on file with the Department of Neighborhood Services and Inspections.

An unsafe to abandoned Sign is declared a public nuisance, which shall be abated by the owner within sixty (60) days of receiving notice from the Department. After sixty (60) days, the Sign may be removed by the Department, and the cost thereof shall be placed on the tax roll as a special assessment and become a lien against the benefited property, unless paid sooner.

Section Six: Sections 15.15 G. and H. of the Code of General Ordinances for the

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

H. Replacement Sign Credits. Off-Premise Signs constructed as a result of Replacement Sign Credits shall be subject to the following Ordinance standards.

1. Permitted Zoning Districts. Off-Premise Signs are permitted only in the B-2, M-1, M-2 Zoning Districts and are subject to the regulations of those districts.

2. Size Requirements. Off-Premise Signs shall not exceed six hundred seventy-two (672) square feet of Sign Face area per Sign Face, not including any trim, supporting frame work, uprights or decorative fencing/apron, for a total Sign Face area of one thousand three hundred forty-four (1,344) square feet to include both sides and faces. The Sign Face area per Sign Face shall be calculated on the basis of adding together the area of the Off-Premise Sign Face(s) that can be read from one (1) direction at one (1) time. Where two identical Off-Premise Signs are placed back-to-back on the same Sign supports, the Signs shall not be separated by more than four (4') feet so that both Sign Faces cannot be read from one direction simultaneously. A Sign extension comprising no more than ten (10%) percent of the allowable Sign Face area may be added providing the extension does not extend more than five (5') feet beyond the perimeter of the Sign Face.

3. Setback Requirements. Off-Premise Signs shall be set back fifteen (15') from the Street Right-Of-Way and shall be located so as to avoid any contact with communication and/or electrical lines. The distance will be measured from the area of the Sign structure closest to the Street Right-Of-Way. Off-Premise Signs shall also comply with setback and other requirements of State law when located abutting Federal or State highways, or interchanges.

4. Spacing Between Off-Premise Signs. Off-Premise Signs shall comply with the spacing requirements of State laws, rules, and regulations, and in no case shall Off-Premise Signs be permitted to be constructed, erected or installed within five hundred (500) feet of another Off-Premise Sign on the same side of the street.

5. Height. The maximum height to the top of any Off-Premise Sign shall be thirty-five (35') feet. The height of a such Sign shall be computed as the distance from the base of the Sign at normal grade to the top of the highest attached component of the Sign. Normal grade shall be construed to be the higher of: the existing grade prior to construction; or the newly established grade after construction exclusive of any filling, berming or excavating solely for the purpose of locating the Sign. In cases in which the normal grade cannot reasonably be determined, height shall be computed on the assumption that the elevation of the normal grade at the base of the Sign is equal to the elevation of the nearest point of the crown of a public street. Off-Premise Signs located on a premise adjacent to frontage roads, on interstates, expressways, or State highways where pavement grade may be higher due to bridges entrance/exit ramps may be allowed to achieve a maximum height of thirty-five (35') feet

above the highest point of that pavement grade. Signs within one thousand (1,000') feet of the Interstate Highway Right-of-Way shall have a maximum height of forty (40') feet above the center line of the roadway from which it is intended to be viewed, or grade at the sign structure, whichever is greater. If adjacent to an Interstate Highway bridge or viaduct shall have a maximum height of fifty (50') feet above the center line of the roadway from which it is intended to be viewed or grade at the sign structure, whichever is greater.

6. Off-Premise Signs are prohibited in any Historic District, on any bridge crossing, and shall not be located on or over the roof of a building.

7. Off-Premise Signs shall not be constructed, erected or installed within seventy-five (75') feet of the B-3 Central Business District.

Off-Premise Signs shall not be constructed, erected or installed one hundred fifty (150') feet of any Residential or IP Institutional Park District. This restriction shall not be applicable to any Residential or IP Institutional Park District Zoned property located on State Highways.

Off-Premise Signs shall not be constructed, erected or installed within two hundred (200') feet of any Historic Site or Historic District, or any school, church, public park, Recreation Area or public playground. This distance shall be measured from the outermost portion of the Off-Premise Sign structure.

8. No Off-Premise Sign shall be erected in a location prohibited by this Ordinance.

9. No Off-Premise Sign shall be erected so as to prevent ingress or egress from any door or window, or any other exitway required by the Building or Fire Codes of the City.

10. No Off-Premise Sign shall be located in such a manner as to obscure, or otherwise interfere with the effectiveness of a traffic Sign, signal or device, obstruct or physically interfere with a motor vehicle operator's view of approaching, merging or intersecting traffic.

11. No Off-Premise Sign shall be attached to a standpipe, gutter drain or fire escape.

12. No Off-Premise Sign shall be erected so to impair access to a roof.

I. Off-Premises Signs in City Parks or Recreation Areas. This section does not apply to off-premise signs placed in City parks or recreational areas pursuant to authorization for non-permanent placement, from the Parks Commission.

Section Seven: To create Section 15.15 G. of the Code of General Ordinances for the

City of Kenosha, Wisconsin, as follows:

G. Replacement Sign Credit. The owner of an existing Off-Premise Sign may receive a Replacement Sign Credit upon removal of an existing Off-Premise Sign. The owners or operators of Off-Premise Signs which are ordered to be removed by the Administrator to protect the public's welfare and safety, or Signs which are damaged or destroyed beyond twenty-five (25%) percent of its then current value, may also receive a Replacement Sign Credit.

The Replacement Sign Credit shall be subject to the following conditions:

1. The Replacement Sign Credit shall not expire.
2. Replacement Sign Credits are transferable.
3. The holder of the Replacement Sign Credit shall locate and construct, install and erect an Off-Premise Sign in accordance with this Ordinance as it exists at the time of construction, erection and installation.
4. A Replacement Sign Credit shall be awarded for each sign face removed.

Section Eight: To create Subsection J. of the Code of General Ordinances for the City of Kenosha, Wisconsin, as follows:

J. Off-Premise Sign Cap. The number of Off-Premise Signs in the City is limited to 105 signs, which is the number of such Signs in existence on the 1st day of October 2011, notwithstanding the addition of any existing signs as the result of annexation or attachment. The installation of an Off-Premise Sign is permitted only with Replacement Sign Credits.

Section Nine: To create and add a definition to Section 15.11 of the Code of General Ordinances for the City of Kenosha, Wisconsin, as follows:

Digital Display Off-Premises Sign. An off-premises advertising sign, display or device that may contain multiple or variable messages, including messages on louvers that are rotated and messages formed solely by use of lights or other electronic or digital displays, that may be changed by any electronic process.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

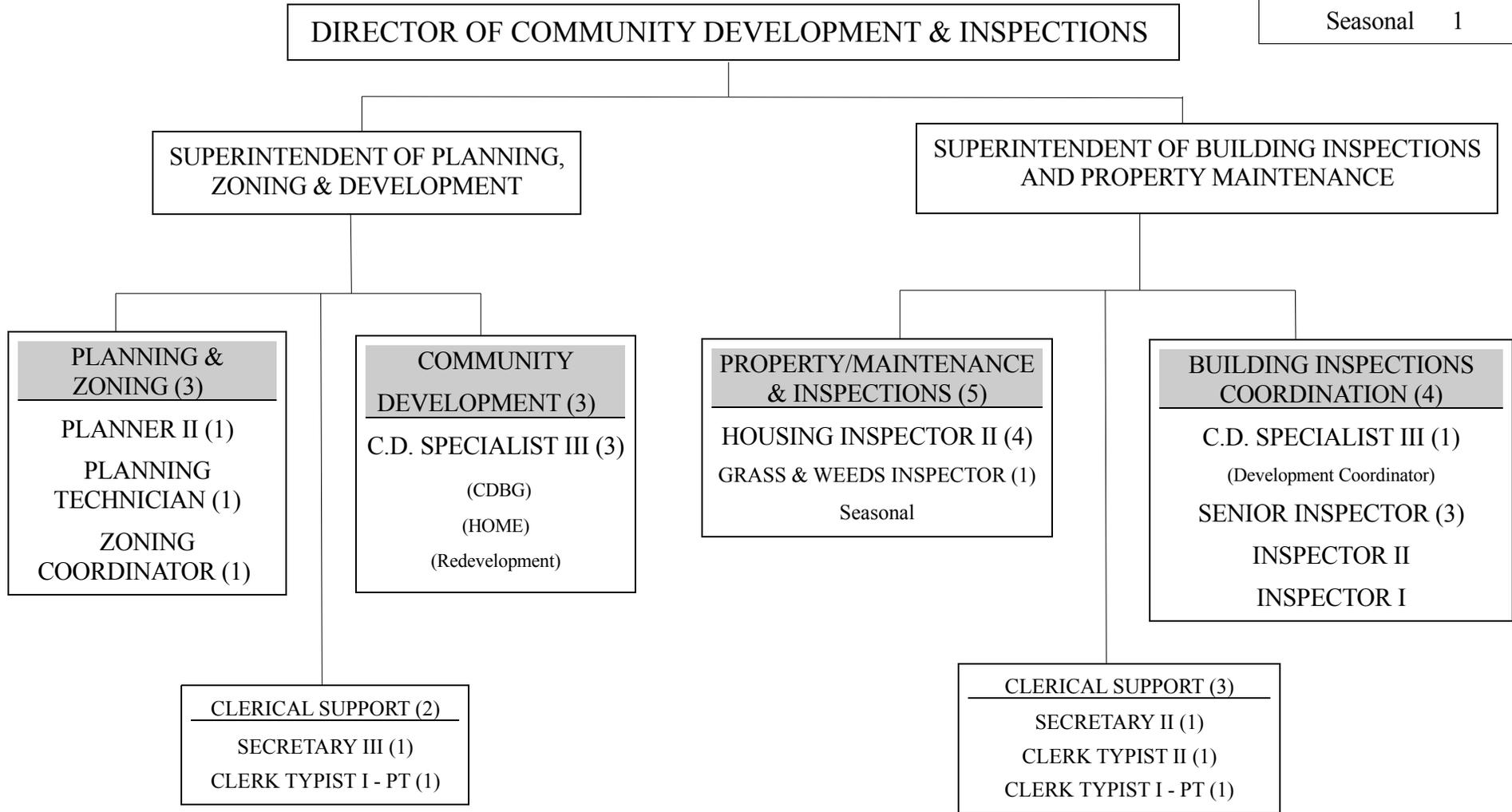
Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

EXHIBIT B

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

| | |
|-------------|----|
| <u>2011</u> | |
| Full-time | 20 |
| Part-time | 2 |
| Seasonal | 1 |



NOTE: Positions reflected within divisions are represented alphabetically and do not reflect supervisory oversight or level of importance.

Eligible classifications may be underfilled at the appropriate level.

EXHIBIT C

Table of Organization

Change the Table of Organization in the Departments of City Development, Neighborhood Services and Inspections, and Public Works to accept the following:

- (a) Eliminate the following positions from the Department of City Development: Director of City Development (funded and presently filled for 2011), Planner I/II (unfunded for 2011) and Community Development Specialist III (funded and presently vacant for 2011);
- (b) Eliminate the following positions from the Department of Neighborhood Services and Inspections: Director of Neighborhood Services and Inspections (funded and presently vacant for 2011); Supervisor of Building Inspection (funded and presently vacant for 2011); Supervisor of Property Maintenance (funded and presently vacant for 2011); Clerical Supervisor (funded and presently vacant for 2011); Senior Electrical Inspector (unfunded for 2011); and Senior Building Inspector (unfunded for 2011);
- (c) Transfer the existing position of Soil Erosion Inspector from Neighborhood Services and Inspections to the Department of Public Works;
- (d) Eliminate the Departments of City Development and Neighborhood Services and Inspections and create a consolidated Department of Community Development and Inspections; and
- (e) Create the positions of Director of Community Development and Inspections (see Exhibit F); Superintendent of Planning, Zoning & Development (see Exhibit G); and Superintendent of Building Inspection and Property Maintenance (see Exhibit H).
- (f) Create the positions of Senior Inspector, Inspector II and Inspector I and eliminate the existing positions of Building, Electrical and Plumbing Inspector I; Building, Electrical and Plumbing Inspector II; and Senior Building, Electrical and Plumbing Inspector (see Exhibits I, J, and K)

EXHIBIT D

Compensation Plan

Change the 2011 City compensation plan to codify changes as proposed in Exhibit A of this resolution for managerial, supervisory, professional and confidential employees as follows:

- (a) Create the salary pay range for the Director of Community Development and Inspections as \$6,957 – \$8,696 (derived from the average department head salary of those surveyed Wisconsin municipalities with combined planning and building inspection functions);
- (b) Create the salary pay range for the Superintendent of Planning, Zoning & Development as \$5,420 - \$6,640 (equivalent to salary pay range of Public Works division superintendents); and
- (c) Create the salary pay range for the Superintendent of Building Inspection and Property Maintenance as \$5,420 - \$6,640 (equivalent to salary pay range of Public Works division superintendents); and
- (d) Create the salary range for Inspector I as \$4,481 - \$5,106 (equivalent to existing salary range of Building, Electrical and Plumbing Inspector I); and
- (e) Create the salary range for Inspector II as \$4,719 - \$5,334 (equivalent to existing salary range of Building, Electrical and Plumbing Inspector II); and
- (f) Create the salary range for Senior Inspector II as \$4,953 - \$5,558 (equivalent to existing salary range of Senior Building, Electrical and Plumbing Inspector)

EXHIBIT E

Reclassifications

Subsequent to the changes as proposed in Exhibits A and B of this resolution, the following individuals are recommended for reclassification resulting from their expanded roles within the Department of Community Development and Inspections:

- Reclassification of Jeff Labahn to the position of Director of Community Development and Inspections. The recommendation having arisen from the expanded duties and responsibilities of managing the newly consolidated Department of Community Development and Inspections. *(Mr. Labahn will be placed at a salary level in accordance with Civil Service Rules).*
- Reclassification of Rich Schroeder to the position of Superintendent of Planning, Zoning & Development. The recommendation having arisen from the expanded duties and responsibilities of managing the newly consolidated Department of Community Development and Inspections. *(Mr. Schroeder will be placed at a salary level in accordance with Civil Service Rules).*
- Reclassification of Rick Hillesland to the position of Superintendent of Building Inspection and Property Maintenance. The recommendation having arisen from the expanded duties and responsibilities of managing the newly consolidated Department of Community Development and Inspections. *(Mr. Hillesland will be placed at a salary level in accordance with Civil Service Rules).*
- Reclassification of Mike Maki from the position of Planner I/II to Community Development Specialist III. The recommendation having arisen from the assumed duties of administering the HOME Program (formerly performed by Mark McCarthy, CD Specialist III) as well as continuing the oversight of historic preservation. *(Mr. Maki will be placed at a salary level in accordance with Civil Service Rules).*
- Reclassification of Kevin Mikolas from the position of Plumbing Inspector II to Inspector I (and red-circle at current rate of pay). The recommendation having arisen from the creation of new position titles as per Appendix D of this resolution.

Exhibit F

DIRECTOR OF COMMUNITY DEVELOPMENT and INSPECTIONS

DEPARTMENT: **Community Development and Inspections**

GENERAL OVERVIEW OF POSITION

This position is responsible for the administration, leadership and management of all Department of Community Development and Inspections personnel, programs and activities. The general areas of responsibility include, but are not limited to the following: comprehensive planning, current planning, zoning, mapping, historic preservation, redevelopment, housing construction and rehabilitation, Community Development Block Grant and HOME programs, Capital Improvement Programming, property maintenance, building inspection and code enforcement. The Director works under the administrative direction of the City Administrator and Mayor within the the described areas of responsibility to promote and improve the health, safety and general welfare of the residents and property owners throughout the City of Kenosha.

EXAMPLES OF ESSENTIAL FUNCTIONS: (illustrative only)

The Director is responsible to administer a department having a diverse staff with a wide range of program directives and activities. Therefore, the essential duties and responsibilities reflect the priorities of this position in the specific areas of administration, leadership, management and communication as follows:

- Develop, maintain and evaluate departmental goals and objectives pertaining to all program and activity areas of the department.
- Develop, maintain and evaluate departmental policies to effectively, efficiently and consistently implement the departmental goals and objectives.
- Prepare, assess and implement the Comprehensive Plan including neighborhood plans, master plans, redevelopment plans and various other strategic plans which direct the physical, social and economic development of the City of Kenosha.
- Prepare, analyze and administer the operating budget for the department as well as the preparation of the five-year Capital Improvement Plan for the City.
- Support and provide appropriate staff resources for the City Plan Commission, Redevelopment Authority of the City of Kenosha, Community Development Block Grant Committee, HOME Commission, Historic Preservation Commission, City Industrial Park and Business Park of Kenosha Committees, Board of Zoning Appeals and Board of Housing Appeals.
- Promote staff development through a systematic approach to training, mentoring and continuous learning programs to achieve desirable customer service on both an internal and external basis.
- Act as the primary liaison and representative of the department with the Common Council, Council Standing Committees, City Department Heads and public or private groups.
- Oversee State and Federal programs for which the department has primary responsibility including, but not limited to, Community Development Block Grant Program and HOME Program.
- Act as the personnel manager with regard to hiring, discharge, discipline, assignment and evaluation of all departmental employees.
- Interpret the Code of General Ordinances and Zoning Ordinance as it pertains to departmental programs and activities.

(NOTE: The duties listed above are intended as illustrations of the various types of work performed by persons in positions covered by this classification specification. This list is not all inclusive. The omission of a particular job duty does not mean that the duty is not one of the essential functions of the position. Management reserves the right to assign employees in this classification to duties not listed above, if the duties are fairly within the scope of responsibilities applicable to the level of work performed by employees in positions covered by this classification specification. This classification specification does not create an employment contract between the City and the employee and is subject to change by the City as the needs of the City and the department change over time.)

REQUIREMENTS

Training and Experience:

- Bachelor's degree in planning, public administration, engineering or related field from an accredited college or university.
Ten (10) years of progressively responsible experience, of which five (5) years are supervisory.
A combination of education and experience that provides equivalent knowledge, skills and abilities.

Knowledge, Abilities and Skills:

- Knowledge of the principles and practices of planning, zoning, development, redevelopment, housing, construction and maintenance; familiarity with land economics, urban design, municipal finance and other related subjects as applied to community development.
- Knowledge of the laws, ordinances and codes relating to land use and development regulations.
- Knowledge of administrative methods, principles and practices, including management budgetary development and administration and personnel management and administration.
- Ability to plan, direct and organize a comprehensive community development program.
- Ability to handle complaints and enforce compliance with applicable regulations.
- Ability to motivate, manage and supervise employees with varying levels of education and work experience.
- Ability to communicate effectively, orally and in writing and to prepare concise, accurate reports and written recommendations for changes, revisions, additions, deletions, or amendments to codes, ordinances, environmental and similar activities.
- Ability to maintain effective working relationships with officials, other departments, public agencies and the general public.
- Skill in the use of basic office equipment, personal computers and Geographic Information Systems.
- Ability to handle reasonably necessary stress.

Physical Requirements:

- Task is essentially sedentary, with occasional walking, bending, light lifting or other restricted physical activities including driving and physical field observations.

Environmental Requirements:

- Task is regularly performed without exposure to adverse environmental conditions.

Sensory Requirements:

- Task requires color perception and discrimination.
- Task requires visual perception and discrimination.
- Task requires oral and written communications ability.

Other Requirements:

- Possession of a valid driver's license and a good driving record.
- May be required to provide vehicle for use on the job.

FLSA Status: EXEMPT

Exhibit G

SUPERINTENDENT OF PLANNING, ZONING AND DEVELOPMENT

DEPARTMENT: Community Development and Inspections

GENERAL OVERVIEW OF POSITION

This position is responsible for the supervision of the personnel, programs and activities of the planning, zoning and community development aspects of the department. The specific areas of responsibility include, but are not limited to, the following: comprehensive planning, current planning, zoning, mapping, development, redevelopment, historic preservation, tax incremental financing, budgeting, Community Development Block Grant program, HOME program, housing construction and rehabilitation. The superintendent works under the administrative direction of the Director of Community Development and Inspections.

EXAMPLES OF ESSENTIAL FUNCTIONS (*illustrative only*)

The Superintendent is responsible to lead and manage a staff of professional, technical and clerical employees in the work areas of planning, zoning and community development. The essential duties and responsibilities are as follows:

- Manage the comprehensive planning program for the City of Kenosha which includes the Land Use Plan, neighborhood plans, downtown plan, and various other master plans.
- Coordinate the administration of the Zoning Ordinance including revisions to the zoning map and zoning text.
- Oversee the mapping, cartographic and geographic information systems program in support of department projects and activities.
- Provide direct support to the City Plan Commission as it pertains to agendas, staff reports, meetings and training.
- Facilitate the tracking of all departmental agenda items for Common Council and Standing Committee meetings.
- Coordinate quarterly meetings with Wisconsin Department of Transportation as primary liaison between City and State regarding both private developments and public improvement projects.
- Administer the Wetland, Floodplain and Shoreland programs in compliance with the Wisconsin Department of Natural Resources and Federal Emergency Management Agency standards.
- Prepare ordinances involving the Code of General Ordinance and Zoning Ordinance in regard to planning, platting, zoning, land use or other development issues.
- Assist Director in regard to departmental budget, operational and personnel issues.
- Manage staff assignments, evaluations, training and discipline issues.
- Coordinate planning, zoning and land use issue with other city departments, County, State and/or Federal agencies.
- Oversee the Historic Preservation Program and provide staff and resources to the Historic Preservation Commission.
- Provide policy guidance and administrative oversight to the Community Development Block Grant Program and CDBG Commission.
- Provide policy guidance and administrative oversight to the HOME program and HOME Commission
- Provide policy guidance and administrative oversight to the redevelopment program and the Redevelopment Authority of the City of Kenosha.

(NOTE: The duties listed above are intended as illustrations of the various types of work performed by persons in positions covered by this classification specification. This list is not all inclusive. The omission of a particular job duty does not mean that the duty is not one of the essential functions of the position. Management reserves the right to assign employees in this classification to duties not listed above, if the duties are fairly within the scope of responsibilities applicable to the level of work performed by employees in positions covered by this classification specification. This classification specification does not create an employment contract between the City and the employee and is subject to change by the City the needs of the City and the department change over time)

REQUIREMENTS

Training and Experience :

- Bachelor's degree in planning or related field from an accredited college or university with five (5) years of progressively responsible experience, of which two (2) years are supervisory; or a combination of education and experience that provides equivalent knowledge, skills and abilities. American Institute of Certified Planners (AICP) is desirable.

Knowledge, Skills and Abilities:

- Knowledge of the principles and practices of planning, zoning and community development; familiarity with land economics, urban design, municipal finance and other related subjects as applied to community development.
- Knowledge of the laws, ordinances, and codes relating to land use, zoning and development regulations.
- Knowledge of administrative methods, principles and practices, including management, budgetary development and administration and personnel management and administration.
- Ability to plan, direct, and organize a planning, zoning and community development program.
- Ability to handle complaints and enforce compliance with applicable regulations.
- Ability to motivate, manage, and supervise employees with varying levels of education and work experience.
- Ability to communicate effectively, orally and in writing and to prepare concise accurate reports and written recommendations for changes, revisions, additions, deletions, or amendments to codes, ordinances, environmental and similar activities.
- Ability to maintain effective working relationships with officials, other departments, public agencies, and the general public.
- Skill in the use of basic office equipment, personal computers and Geographic Information Systems.
- Ability to handle reasonably necessary stress.

Physical Requirements:

- Task is essentially sedentary, with occasional walking, bending, light lifting, or other restricted physical activities including driving and physical field observations.

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Environmental Requirements:

- Task is regularly performed without exposure to adverse environmental conditions.

Sensory Requirements:

- Task requires color perception and discrimination.
- Task requires visual perception and discrimination.
- Task requires oral and written communications ability.

Other Requirements:

- Possession of a valid driver's license and good driving record.
- May be required to provide a personal vehicle for use on the job.

FLSA Status: Exempt

Exhibit H

SUPERINTENDENT OF BUILDING INSPECTION and PROPERTY MAINTENANCE

DEPARTMENT: Community Development and Inspections

GENERAL OVERVIEW OF POSITION

This position is responsible for the supervision of the personnel, programs and activities of the building inspection and property maintenance aspects of the department. The specific areas of responsibility include, but are not limited to, the following: building inspection, plan review, permit review and issuance, property maintenance inspection, and seasonal weed and grass inspection. The superintendent works under the administrative direction of the Director of Community Development and Inspections.

EXAMPLES OF ESSENTIAL FUNCTIONS (*illustrative only*)

The Superintendent is responsible to lead and manage a staff of professional, technical and clerical employees in the work areas of building inspection and property maintenance. The essential duties and responsibilities are as follows:

- Manage the building inspection staff who make on-site inspections of new and existing projects consisting of, but not limited to structural, quality of materials, workmanship, proper permits and certifications.
- Oversees the plan reviews required in conjunction with building and other permit applications.
- Performs building inspections and plan reviews as needed in several trade specialties such as plumbing, electrical, mechanical, structural and finish.
- Resolves homeowner and contractor inquiries, complaints, violations and disputes; participates and responds to requests from other departments.
- Meets with architects, engineers, owners, builders and contractors to provide technical advice on City building standards and related permitting needs and procedures; develops new codes and ordinances.
- Attends meetings, conferences and seminars, makes presentations.
- Facilitates the City wide conditional use permit/site plan review and approval process as it pertains to building projects.
- Coordinates the housing inspection and code enforcement activities associated with the maintenance of existing occupied or vacant buildings and properties.
- Oversees the preparation of property maintenance inspectors reports and the subsequent activities pertaining to corrective action and compliance.
- Performs property inspections and code enforcement duties as needed.
- Reviews the establishment of re-inspection fees and special assessments.
- Conducts outreach to community groups, including landlords and other special interest groups.
- Assists Director in regard to departmental budget, operational and personnel issues.
- Manage staff assignments, evaluations, training and discipline issues.
- Provide policy guidance and administrative oversight to the building inspection and property maintenance programs.

(NOTE: The duties listed above are intended as illustrations of the various types of work performed by persons in positions covered by this classification specification. This list is not all inclusive. The omission of a particular job duty does not mean that the duty is not one of the essential functions of the position. Management reserves the right to assign employees in this classification to duties not listed above, if the duties are fairly within the scope of responsibilities applicable to the level of work performed by employees in positions covered by this classification specification. This classification specification does not create an employment contract between the City and the employee and is subject to change by the City the needs of the City and the department change over time)

REQUIREMENTS

Required Training and Experience :

- Bachelor's degree in architecture, engineering or related field from an accredited college or university with five (5) years of construction and building inspection experience, of which two (2) years are supervisory or a combination of education and experience that provides equivalent knowledge, skills and abilities is desirable.
Certified in multiple UDC certifications, of which Commercial Building Inspector and Commercial Building Inspector is highly desirable.

Required Knowledge, Skills and Abilities:

- Knowledge of modern practices and methods employed in building and related construction trades.
- Knowledge of modern supervisory practices and the ability to effectively utilize same.
- Knowledge of City and State Laws, regulations, codes and ordinances governing building standards, zoning and housing and certification and licensing of contractors.
- Ability to plan, organize, assign and direct to work of subordinates.
- Ability to verify and enforce violations cited by those in the field.
- Ability to prepare complex reports.
- Ability to consult with contractors, building owners, and the general public.
- Ability to issue violation and/or stop work orders when necessary and file reports on violations.
- Ability to read, understand and interpret plans, drawings, blueprints, specifications and related construction documents, and identify them to construction in progress.
- Ability to communicate effectively, both verbally and in writing.
- Ability to establish and maintain an effective working relationship with the general public, superiors, subordinates, and fellow employees.
- Knowledge of City code enforcement and municipal court procedures.
- Ability to consult with and enlist the cooperation of building owners, tenants, contractors, and the public.
- Skill in enforcing conformity with firmness, tact and impartiality.
- Ability to handle reasonably necessary stress.

Physical Requirements:

- Task involves frequent walking; standing; some lifting and carrying objects of moderate weighted (12-20 pounds); and/or the operation of vehicles, office, shop keyboard, or hand tools in which manipulative skills and hand-eye coordination are important ingredients of safe and/or productive operations. At times may require sustained, performance of heavier physical tasks such as walking over rough or uneven surfaces, bending, stooping and working in confined spaces.

Environmental Requirements:

- Task may require frequent exposure to adverse environmental conditions, such as: rodent/insect infestation, trip hazards and deteriorated structures.

Sensory Requirements:

- Task requires color perception and discrimination.
- Task requires sound perception and discrimination.
- Task requires depth perception and discrimination.
- Task requires texture perception and discrimination.
- Task requires visual perception and discrimination.
- Task requires oral and written communications ability.

Other Requirements:

- Possession of a valid driver's license and good driving record.
- May be required to provide a personal vehicle for use on the job.

FLSA Status: Exempt

Exhibit I

INSPECTOR I

DEPT: Community Development & Inspections

CHARACTERISTICS OF THE CLASS

Under the general supervision of the Superintendent of Building Inspection and Property Maintenance, is responsible for compliance of buildings, structures and premises' plans with all building, electrical or plumbing codes, and for reviewing structural plans. The employee performs field inspections of permitted projects for approval and ensures that violations are corrected. Work requires the use of technical knowledge and discretion in reviewing plans. Work is reviewed through reports, conferences, and results obtained. Performs other work as requested or assigned.

EXAMPLES OF ESSENTIAL FUNCTIONS (illustrative only)

Reviews buildings and construction and site plans for compliance with building, electrical or plumbing code requirements and for practicability of plans.

Examines plans submitted with permit applications for compliance with building, electrical or plumbing codes; assists homeowners in plans for proposed work. Maintains computerized permit system.

Receives applications and plans, checks structural feature of plans, answers inquiries concerning building, electrical or plumbing code requirements; conducts field inspections.

Prepares reports of plans reviews; recommends interpretations of and revisions to building regulations; estimates job values; determines required inspections; and updates computer data base.

Acts as liaison with contractors, owners and City employees regarding local and state building, electrical or plumbing codes; determines compliance with outside agency requirements.

(NOTE: The duties listed above are intended as illustrations of the various types of work performed by persons in positions covered by this classification specification. This list is not all inclusive. The omission of a particular job duty does not mean that the duty is not one of the essential functions of the position. Management reserves the right to assign employees in this classification to duties not listed above, if the duties are fairly within the scope of responsibilities applicable to the level of work performed by employees in positions covered by this classification specification. This classification specification does not create an employment contract between the City and the employee and is subject to change by the City as the needs of the City and the department change over time.)

REQUIREMENTS

Training and Experience:

High School Diploma or GED; supplemented by one of the following:

- Three (3) years construction experience or an equivalent combination of training and experience;
- Five (5) years experience as a Journeyman Electrician or an equivalent combination of training and experience;
- Five (5) years experience as a Journeyman Plumber or an equivalent combination of training and experience;

Certification from the State of Wisconsin in a minimum of one of the following:

- UDC Construction Inspector, UDC Plumbing Inspector, UDC Electric Inspector, UDC HVAC Inspector

Must obtain an additional UDC certification from the State of Wisconsin within six (6) months of employment as an Inspector I

(Requirements to obtain UDC certifications may be extended at the discretion of the City.)

Knowledge, Abilities and Skills:

Knowledge of all types of building construction, electrical or plumbing materials and methods, and of stages of construction when possible violations and defects may most easily be observed and corrected.

Knowledge of city and building, electrical or plumbing codes, and related laws and ordinances.

Ability to detect structural and other faults, and to appraise for quality of construction and physical depreciation.

Ability to read and interpret plans, specifications and blueprints quickly and accurately and to compare them with the city's building codes and zoning requirements.

Ability to consult with and enlist the cooperation of building owners, contractors, and the public and to establish effective working relationships with subordinates and with builders and their representatives.

Ability to handle reasonably necessary stress.

Physical Requirements:

Task involves the regular, and at times sustained, performance of heavier physical tasks such as walking over rough or uneven surfaces, bending, stooping, working in confined spaces, and lifting or carrying moderately heavy (20-50 pound) items and occasionally very heavy (100 pounds or over) items; or may involve the complex operation of gasoline, electric, or diesel-powered machinery or shop equipment requiring the manipulation of multiple controls, fine adjustments or both; or the sustained operation, on a production basis, of such devices as offset presses with associated equipment.

Environmental Requirements:

Task may require frequent exposure to adverse environmental conditions.

Sensory Requirements:

Task requires color perception and discrimination. Task requires sound perception and discrimination. Task requires depth perception and discrimination. Task requires visual perception and discrimination. Task requires oral communications ability.

Additional Requirements:

Possession of a valid driver's license and a good driving record.

May be required to provide a personal vehicle for use on the job.

FLSA Status: Non-Exempt

Exhibit J

INSPECTOR II

DEPT: Community Development & Inspections

CHARACTERISTICS OF THE CLASS

Under the general supervision of the Superintendent of Building Inspection and Property Maintenance, is responsible for compliance of buildings, structures and premises' plans with all building, electrical or plumbing codes, and for reviewing structural plans. The employee performs field inspections of permitted projects for approval and ensures that violations are corrected. Work requires the use of technical knowledge and discretion in reviewing plans. Work is reviewed through reports, conferences, and results obtained. Performs other work as requested or assigned.

EXAMPLES OF ESSENTIAL FUNCTIONS (illustrative only)

Reviews buildings and construction and site plans for compliance with building, electrical or plumbing code requirements and for practicability of plans.

Examines plans submitted with permit applications for compliance with building, electrical or plumbing codes; assists homeowners in plans for proposed work. Maintains computerized permit system.

Receives applications and plans, checks structural feature of plans, answers inquiries concerning building, electrical or plumbing code requirements; conducts field inspections.

Prepares reports of plans reviews; recommends interpretations of and revisions to building regulations; estimates job values; determines required inspections; and updates computer data base.

Acts as liaison with contractors, owners and City employees regarding local and state building, electrical or plumbing codes; determines compliance with outside agency requirements.

(NOTE: The duties listed above are intended as illustrations of the various types of work performed by persons in positions covered by this classification specification. This list is not all inclusive. The omission of a particular job duty does not mean that the duty is not one of the essential functions of the position. Management reserves the right to assign employees in this classification to duties not listed above, if the duties are fairly within the scope of responsibilities applicable to the level of work performed by employees in positions covered by this classification specification. This classification specification does not create an employment contract between the City and the employee and is subject to change by the City as the needs of the City and the department change over time.)

REQUIREMENTS

Training and Experience:

High School Diploma or GED; supplemented by one of the following:

- Three (3) years construction experience or an equivalent combination of training and experience;
- Five (5) years experience as a Journeyman Electrician or an equivalent combination of training and experience;
- Five (5) years experience as a Journeyman Plumber or an equivalent combination of training and experience;

Certification from the State of Wisconsin in a minimum of three (3) of the following:

- UDC Construction Inspector, UDC Plumbing Inspector, UDC Electric Inspector, UDC HVAC Inspector

Must obtain an additional UDC certification from the State of Wisconsin within six (6) months of employment as an Inspector II

(Requirements to obtain UDC certifications may be extended at the discretion of the City.)

Knowledge, Abilities and Skills:

Knowledge of all types of building construction, electrical or plumbing materials and methods, and of stages of construction when possible violations and defects may most easily be observed and corrected.

Knowledge of city and building, electrical or plumbing codes, and related laws and ordinances.

Ability to detect structural and other faults, and to appraise for quality of construction and physical depreciation.

Ability to read and interpret plans, specifications and blueprints quickly and accurately and to compare them with the city's building codes and zoning requirements.

Ability to consult with and enlist the cooperation of building owners, contractors, and the public and to establish effective working relationships with subordinates and with builders and their representatives.

Ability to handle reasonably necessary stress.

Physical Requirements:

Task involves the regular, and at times sustained, performance of heavier physical tasks such as walking over rough or uneven surfaces, bending, stooping, working in confined spaces, and lifting or carrying moderately heavy (20-50 pound) items and occasionally very heavy (100 pounds or over) items; or may involve the complex operation of gasoline, electric, or diesel-powered machinery or shop equipment requiring the manipulation of multiple controls, fine adjustments or both; or the sustained operation, on a production basis, of such devices as offset presses with associated equipment.

Environmental Requirements:

Task may require frequent exposure to adverse environmental conditions.

Sensory Requirements:

Task requires color perception and discrimination. Task requires sound perception and discrimination. Task requires depth perception and discrimination. Task requires visual perception and discrimination. Task requires oral communications ability.

Additional Requirements:

Possession of a valid driver's license and a good driving record.

May be required to provide a personal vehicle for use on the job.

FLSA Status: Non-Exempt

Exhibit K

SENIOR INSPECTOR

DEPT: Community Development & Inspections

CHARACTERISTICS OF THE CLASS

Under general supervision of the Superintendent of Building Inspection and Property Maintenance, performs a wide range of on-site building inspections encompassing all trades and reviews related plans, specifications and permits to ensure the safety, conformance and compliance with applicable laws, codes, ordinances and regulations. May supervise other inspectors. Work is reviewed for conformance with established policies and procedures. Performs other work as requested or assigned.

EXAMPLES OF ESSENTIAL FUNCTIONS (illustrative only)

Performs field inspections of new and existing buildings and other construction projects consisting of but not limited to structural, quality of materials, workmanship, proper permits and certifications.

Reviews and checks structural and site development plans and specification documents for adherence to all codes, ordinances, and safety regulations.

Meets with architects, engineers, owners, builders and contractors to provide technical advice on City building standards and related permits and procedures.

Issues building permits; maintains computerized permit system; prepares reports and maintains records of work performed; makes recommendations for changes in the ordinances and regulations governing building inspections.

Follows up on complaints, violations, disputes and participates in the resolution of these situations; warns the public of unlicensed contractors.

Confers with field inspectors from other municipal departments to resolve common problems; questions code violators and advises on code corrections.

(NOTE: The duties listed above are intended as illustrations of the various types of work performed by persons in positions covered by this classification specification. This list is not all inclusive. The omission of a particular job duty does not mean that the duty is not one of the essential functions of the position. Management reserves the right to assign employees in this classification to duties not listed above, if the duties are fairly within the scope of responsibilities applicable to the level of work performed by employees in positions covered by this classification specification. This classification specification does not create an employment contract between the City and the employee and is subject to change by the City as the needs of the City and the department change over time.)

REQUIREMENTS

Training and Experience:

High School Diploma or GED; supplemented by one of the following:

- Three (3) years construction experience or an equivalent combination of training and experience;
- Five (5) years experience as a Journeyman Electrician or an equivalent combination of training and experience;
- Five (5) years experience as a Journeyman Plumber or an equivalent combination of training and experience;

Certification from the State of Wisconsin in three of the following:

- UDC Construction Inspector, UDC Plumbing Inspector, UDC Electric Inspector, UDC HVAC Inspector

Certification by the State of Wisconsin in one of the following:

- Commercial Construction, Commercial Plumbing, Commercial Electrical

(Requirements to obtain UDC certifications may be extended at the discretion of the City.)

Knowledge, Abilities and Skills:

Knowledge of modern practices and methods employed in building, electrical, plumbing and related construction trades.

Knowledge of City and State Laws, regulations, codes and ordinances governing building standards, housing, certification and licensing of contractors.

Ability to carry out field inspection of building sites.

Ability to prepare reports and maintain records.

Ability to consult with contractors, building owners, the general public and to effect and maintain satisfactory working relationships on inspection and regulation matters.

Ability to issue violations and/or stop work orders when necessary and file reports on violations.

Ability to read, understand and interpret plans, drawings, blueprints, specifications and related construction documents, and identify them to construction in progress.

Ability to communicate effectively, both verbally and in writing, to prepare concise, accurate records and reports.

Ability to establish and maintain an effective working relationship with the general public and fellow employees.

Skill in enforcing conformity with firmness, tact and impartiality.

Ability to handle reasonably necessary stress.

Physical Requirements:

Task involves frequent walking; standing; some lifting and carrying objects of moderate weight (12 - 20 pounds); and/or the operation of vehicles, office, shop keyboard, or hand tools in which manipulative skills and hand-eye coordination are important ingredients of safe and/or productive operations.

Environmental Requirements:

Task may require frequent exposure to adverse environmental conditions.

Sensory Requirements:

Task requires color perception and discrimination. Task requires sound perception and discrimination.
Task requires depth perception and discrimination. Task requires visual perception and discrimination.
Task requires oral communications ability.

Additional Requirements:

Possession of a valid driver's license and a good driving record.

May be required to provide a personal vehicle for use on the job.

FLSA Status: Non-Exempt

**KEITH G. BOSMAN
MAYOR**



*CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010*

November 14, 2011

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby reappoint Alderman Theodore Ruffalo, 5140 6th Avenue, #1, Kenosha to the Lakeshore Business Improvement District Board of Directors for a three-year term which will expire November 18, 2014. Alderman Ruffalo filed his Statement of Economic Interest on October 28, 2011.

I am confident Alderman Ruffalo will continue to be a conscientious and hardworking member of the Kenosha Lakeshore BID Board of Directors.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Keith G. Bosman'. The signature is written over the printed name below it.

Keith G. Bosman
Mayor

KGB:pml

This form must be filed with:
 City Clerk/Treasurer
 City of Kenosha



This space for office use:
 Postmark/Received Date:

CITY OF KENOSHA

OCT 28 2011

CITY OF KENOSHA
Statement of Economic Interest

DEPOSIT BOX

Ruffalo Theodor T
 Last Name First Name Middle Initial
5140 6th Kenosha
 Primary Residence Address Municipality [City/Town/Village]

Position Held or Sought: Alderman

General filing information:

- The information sought in this form is required by Chapter XXIX of the Code of General Ordinances.
- The information to be provided in this Statement of Economic Interest covers the period from January 1 of the preceding taxable year to the date this Statement of Economic Interest is filed with the City Clerk/Treasurer as required by Chapter XXIX of the Code of General Ordinances.

A copy of Chapter XXIX of the Code of General Ordinances, "Statement of Economic Interest by City Officers, Employees, Candidates and Nominees" is available at <http://www.kenosha.org>.

1. BUSINESS ACTIVITIES. List businesses, farms, rental, commercial, and income producing real estate, and business activities in the City of Kenosha which you, your spouse, cohabitant or domestic partner had a least a 10% or greater interest. If none, state none.

| Name of Business | Address | Describe Nature of Business |
|------------------|--------------|-----------------------------|
| Villa D'Carlo | 5140 6th Ave | Restaurant |
| | 2106 54th St | Rental |

2. REAL ESTATE. List the specific location of real estate located in the City of Kenosha in which you, your spouse, cohabitant or domestic partner had an interest except your principal residence and real estate whose location you listed in Item 1. If none, state none.

| LOCATION OF PROPERTY Street address or tax parcel no. if vacant land | TYPE OF PROPERTY (e.g., farm, apartment, condominium or second home) | NATURE OF INTEREST (e.g., own, lease, option, easement, land contract, partnership, limited liability company) |
|---|---|---|
| 5140 6th Ave | Rental/Commercial | Rental |
| 2106 54th St | Rental | Rental |

3. EMPLOYER. List your and your spouse's, cohabitant's or domestic partner's employers. If self-employed list nature of business. If none, state none.

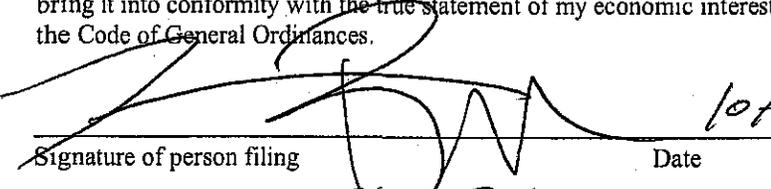
| Name of Employer If City of Kenosha identify office or department | City | State | Nature of employer's business |
|--|---------|-------|-------------------------------|
| Villa D'Carlo | Kenosha | WI | Restaurant |
| City of Kenosha | Kenosha | WI | Public Service |

Rev. 09/08/11

4. **FOR PROFIT AND NOT-FOR-PROFIT AFFILIATIONS.** List organizations with which you, your spouse, cohabitant or domestic partner was affiliated as an officer, director or any other paid or unpaid position unless already listed in Item 1. If none, state none.

| Name of Organization | Nature of Organization | City and State | Position |
|-----------------------|------------------------|----------------|-------------------------------|
| Museum Board | Public Service | Kenosha WI | Board Member |
| Four Corners BID | Public Service | Kenosha WI | Board member |
| Kenosha Student Gov. | Public Service | Kenosha WI | President |
| Kenosha Medical Board | Public Service | Kenosha WI | ex-officio Member (Alzheimer) |

I certify that the information contained in this **Statement of Economic Interest** is true, correct and complete to the best of my knowledge, information and belief. In the event this Statement of Economic Interest is filed prior to the time for filing set forth in Section 29.04 of the Code of General Ordinances, I certify that I will amend it, if amendment is necessary, to bring it into conformity with the true statement of my economic interest as of the time for filing set forth in Section 29.04 of the Code of General Ordinances.

 _____
 Signature of person filing Date 10/28/2011

Daytime Phone Number 262 726 1234

E-mail Address ted@redoffice.com

Instructions

Attachments:

Additional pages may be used to provide all of the information necessary to complete your Statement of Economic Interest. Attached pages should conform to the same formatting as the existing Statement of Economic Interest.

Definitions:

1. **BUSINESS ACTIVITIES.** List businesses, farms, rental, commercial, and income-producing real estate and business activities in the City of Kenosha in which you, your spouse, cohabitant or domestic partner had at least a 10% or greater interest. Include interests owned directly or through (a) a partnership; (b) a corporation (c) a limited liability company; (d) a limited liability partnership; (e) a trust; or (f) any other enterprise.
 - List the name of each business, farm, and rental, commercial and income-producing real estate that operated under a business name.
 - If you, your spouse, cohabitant or domestic partner owned rental or other income-producing real estate, but did not operate under a business name, list the street address of the real estate, and describe the nature of the business.
 - If you, your spouse, cohabitant or domestic partner was self-employed, but did not operate under a business name, list the street address of the real estate, and describe the nature of the business.
2. **REAL ESTATE.** List the specific location of real estate located in the City of Kenosha in which you, your spouse, cohabitant or domestic partner had an interest. Do not list your principal residence or real estate whose location you listed in Item 1. Include real estate you, your spouse, cohabitant or domestic partner owned directly or through: (a) a partnership; (b) a corporation; (c) a limited liability company; (d) a limited liability partnership; (e) a trust; or (f) any other enterprise.
3. **EMPLOYER.** List your and your spouse's, cohabitant's or domestic partner's employers. If self-employed list nature of business.
4. **FOR PROFIT AND NOT-FOR-PROFIT AFFILIATIONS.** List organizations with which you, your spouse, cohabitant or domestic partner was affiliated as an officer, director or any other paid or unpaid position unless already listed in Item 1.
 - List all for profit and not-for-profit organizations except those listed in Item 1.

KEITH G. BOSMAN
MAYOR



CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010

November 14, 2011

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby reappoint Shawnelle Gross, 4122-32nd Avenue, Kenosha to the Kenosha Housing Authority for a five-year term which will expire July 1, 2016. Mr. Gross filed his Statement of Economic Interest on November 7, 2011.

I am confident Mr. Gross will continue to be a conscientious and hardworking member of the Kenosha Housing Authority.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Keith G. Bosman', is written over the printed name.

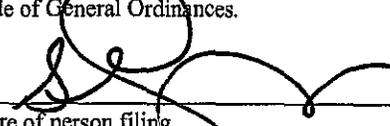
Keith G. Bosman
Mayor

KGB:pml

4. **FOR PROFIT AND NOT-FOR-PROFIT AFFILIATIONS.** List organizations with which you, your spouse, cohabitant or domestic partner was affiliated as an officer, director or any other paid or unpaid position unless already listed in Item 1. If none, state none.

| Name of Organization | Nature of Organization | City and State | Position |
|----------------------|------------------------|----------------|----------|
| N/A | | | |
| | | | |
| | | | |

I certify that the information contained in this *Statement of Economic Interest* is true, correct and complete to the best of my knowledge, information and belief. In the event this Statement of Economic Interest is filed prior to the time for filing set forth in Section 29.04 of the Code of General Ordinances, I certify that I will amend it, if amendment is necessary, to bring it into conformity with the true statement of my economic interest as of the time for filing set forth in Section 29.04 of the Code of General Ordinances.


 Signature of person filing _____ Date 10/31/11

Daytime Phone Number 262-287-7026

E-mail Address Sgross@kUSD.edu

Instructions

Attachments:
 Additional pages may be used to provide all of the information necessary to complete your Statement of Economic Interest. Attached pages should conform to the same formatting as the existing Statement of Economic Interest.

- Definitions:**
1. **BUSINESS ACTIVITIES.** List businesses, farms, rental, commercial, and income-producing real estate and business activities in the City of Kenosha in which you, your spouse, cohabitant or domestic partner had at least a 10% or greater interest. Include interests owned directly or through (a) a partnership; (b) a corporation (c) a limited liability company; (d) a limited liability partnership; (e) a trust; or (f) any other enterprise.
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 - List all for profit and not-for-profit organizations except those listed in Item 1.

**KEITH G. BOSMAN
MAYOR**



*CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010*

November 14, 2011

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Matthew Hanson, 1720-21st Street, Kenosha to the Board of Review, to fulfill an unexpired term which will expire April 15, 2014. Mr. Hanson filed his Statement of Economic Interest on September 12, 2011.

Mr. Hanson has been a Kenosha resident since 1979. He attended Bethany School, Northwestern Preparatory School, and Shoreland Lutheran High School. An employee of Riley Construction Company since 1999, he served time on the executive board and negotiating committee with Local 237 and has been a member of the Laborers International Union of North America since 1998.

I am confident Mr. Hanson will be a conscientious and hardworking member of the Board of Review.

Sincerely,
CITY OF KENOSHA

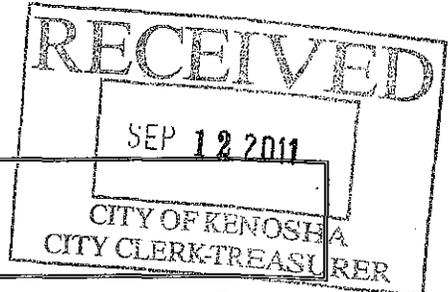

Keith G. Bosman
Mayor

KGB:pml

This form must be filed with:
 City Clerk/Treasurer
 City of Kenosha



This space for office use:
 Postmark/Received Date:



CITY OF KENOSHA
Statement of Economic Interest

Hanson Matthew R. 4:30/ddd
 Last Name First Name Middle Initial

Position Held or Sought: Transit Commission

General filing information:

- The information sought in this form is required by Chapter XXIX of the Code of General Ordinances.
- The information to be provided in this Statement of Economic Interest covers the period from January 1 of the preceding taxable year to the date this Statement of Economic Interest is filed with the City Clerk/Treasurer as required by Chapter XXIX of the Code of General Ordinances.

A copy of Chapter XXIX of the Code of General Ordinances, "Statement of Economic Interest by City Officers, Employees, Candidates and Nominees" is available at <http://www.kenosha.org>.

1. BUSINESS ACTIVITIES. List businesses, farms, rental, commercial, and income producing real estate, and business activities in the City of Kenosha which you, your spouse, cohabitant or domestic partner had a least a 10% or greater interest. If none, state none.

| Name of Business | Address | Describe Nature of Business |
|------------------|---------|-----------------------------|
| <u>None</u> | | |
| | | |
| | | |

2. REAL ESTATE. List the specific location of real estate located in the City of Kenosha in which you, your spouse, cohabitant or domestic partner had an interest except your principal residence and real estate whose location you listed in Item 1. If none, state none.

| LOCATION OF PROPERTY Street address or tax parcel no. if vacant land | TYPE OF PROPERTY (e.g., farm, apartment, condominium or second home) | NATURE OF INTEREST (e.g., own, lease, option, easement, land contract, partnership, limited liability company) |
|---|---|---|
| <u>None</u> | | |
| | | |
| | | |

3. EMPLOYER. List your and your spouse's, cohabitant's or domestic partner's employers. If self-employed list nature of business. If none, state none.

| Name of Employer If City of Kenosha identify office or department | City | State | Nature of employer's business |
|--|----------------|------------|-------------------------------|
| <u>Riley Construction</u> | <u>Kenosha</u> | <u>WI.</u> | <u>General Contractor</u> |
| <u>i3 Research</u> | <u>Gurnee</u> | <u>IL.</u> | <u>Clinical Research</u> |

Rev. 07/27/11

4. **FOR PROFIT AND NOT-FOR-PROFIT AFFILIATIONS.** List organizations with which you, your spouse, cohabitant or domestic partner was affiliated as an officer, director or any other paid or unpaid position unless already listed in Item 1. If none, state none.

| Name of Organization | Nature of Organization | City and State | Position |
|----------------------|------------------------|----------------|----------|
| <i>None</i> | | | |
| | | | |
| | | | |

I certify that the information contained in this *Statement of Economic Interest* is true, correct and complete to the best of my knowledge, information and belief. In the event this Statement of Economic Interest is filed prior to the time for filing set forth in Section 29.04 of the Code of General Ordinances, I certify that I will amend it, if amendment is necessary, to bring it into conformity with the true statement of my economic interest as of the time for filing set forth in Section 29.04 of the Code of General Ordinances.

Matthew R. Honan 9-7-11

Signature of person filing Date

Daytime Phone Number 262-331-0976

E-mail Address tuck.76@hotmail.com

Instructions

Attachments:
Additional pages may be used to provide all of the information necessary to complete your Statement of Economic Interest. Attached pages should conform to the same formatting as the existing Statement of Economic Interest.

- Definitions:**
- BUSINESS ACTIVITIES.** List businesses, farms, rental, commercial, and income-producing real estate and business activities in the City of Kenosha in which you, your spouse, cohabitant or domestic partner had at least a 10% or greater interest. Include interests owned directly or through (a) a partnership; (b) a corporation (c) a limited liability company; (d) a limited liability partnership; (e) a trust; or (f) any other enterprise.
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 - List all for profit and not-for-profit organizations except those listed in Item 1.

LEASE

By And Between

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

And

ITALIAN AMERICAN SOCIETY OF KENOSHA, INC.
A Wisconsin Corporation

THIS INDENTURE made this _____ day of _____, 2011, ("Effective Date"), by and between the City of Kenosha, Wisconsin, a municipal corporation, hereinafter, referred to as the "Lessor," and the Italian American Society of Kenosha, Inc., a Wisconsin Corporation, hereinafter referred to as "Lessee. "

WITNESSETH:

In consideration of the rent and agreements of the Lessee herein, the Lessor does hereby lease, demise and let unto said Lessee the following described land, to-wit:

The West twenty-five (25) feet of the East Forty-one (41) feet of lot Ten (10) in Block One (1) of BAIN'S SUBDIVISION of part of the Southeast Quarter (1/4) of Section Thirty-six (36) in Town Two (2) North of Range Twenty-two (22) east of the Fourth Principal Meridian (Parcel No. 09-222-36-401-010), and lying and being in the City of Kenosha ("Premises").

1. To have and to hold unto Lessee for the term of 25 years from and after the Effective Date, the Lessee yielding and paying rent therefore, the sum of \$1.00 per year payable on the Effective Date of this Lease and on the yearly anniversary thereof through the remainder of the tenancy.

2. The Premises hereby leased shall be used for access, parking and grounds for the Italian American Society of Kenosha, Inc. The Lessee agrees to obey any and all laws of the State of Wisconsin and Ordinances of the City of Kenosha and County of Kenosha, Wisconsin, pertaining in any way to the business conducted on the Premises and adjoining property.

3. Lessee hereby agrees to pay said rent at the time and in the manner aforesaid, during the continuance of said term and shall not have the right to assign this Lease or sublet any portion of the Premises, except with written approval of the Lessor.

4. Lessee shall procure and maintain, during the Lease, insurance policies as hereinafter specified to insure against all risk and loss on the dates of its use of the Premises. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin. Lessee shall annually furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of Lessor as an "additional insured", and proof of payment of premium to the Lessor for approval. Lessee shall also provide Lessor with a copy of the endorsement naming Lessor as an additional insured. The insurance policy or policies shall contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, Lessor 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 herein lapses and/or Lessee fails to maintain insurance coverage and such lapse or failure continues for fifteen (15) days after notice from Lessor to Lessee, Lessor may terminate this Lease as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Lessor throughout the life of the Lease. Lessor reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty

(60) days advance written notice to Lessee, whenever minimum standards of the Lessor for all insurance policies comparable to those covering Lessee's operations hereunder are enacted which adopt or increase the minimum insurance requirements, and Lessee shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of the Lease. Should Lessee fail to furnish, deliver and maintain such insurance coverage, Lessor may obtain such insurance coverage and charge Lessee the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of Lessee to take out and/or maintain the required insurance shall not relieve Lessee from any liability under the Lease. The insurance requirement shall not be construed to conflict with the obligations of Lessee in Section 5 of this Lease. Lessee shall maintain during the course of the Lease a General Liability Insurance policy with a minimum limit of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. In addition, Lessee shall maintain during the course of the Lease an Umbrella Liability policy with a minimum limit of One Million Dollars (\$1,000,000.00). The Umbrella Liability policy shall not contain exclusions or exceptions not present in the General Liability Insurance policy.

5. Lessee does hereby agree that it will, at all times, beginning on the Effective Date and continuing thereafter during the course of the Lease, indemnify and hold harmless Lessor, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring after the Effective Date, on the Leased Premises that are the result of the negligence, gross negligence or willful misconduct of Lessee, its officers, employees or representatives; or as a result of any operations, works, acts or omission performed on the Leased Premise by Lessee, its officers, employees, or representatives; or resulting from Lessee's failure to perform or observe any of the terms, covenants and conditions of the Lease; or resulting from any conditions of the Leased Premises caused by or the result of the actions of Lessee, its officers, employees or representatives and 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, grossly negligent, willful or intentional acts or omissions of Lessor, or any of its officers or employees or agents, in which case Lessor will indemnify and hold harmless Lessee and its officers, and employees and agents. Upon the filing with Lessor of a claim for damages arising out of any incident(s) which Lessee herein agrees to indemnify and hold Lessor and others harmless, Lessor shall notify Lessee of such claim, and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and Lessor. It is specifically agreed, however, that Lessor, 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 Lessor, or their officers or employees for any cause for which Lessee is liable hereunder, shall be conclusive against Lessee as to liability and amount of damages. This provision shall survive expiration or termination of the Lease to the extent necessary to effectuate its purpose.

6. The Lessee shall, at Lessee's sole expense, be responsible for site maintenance including, but not limited to, snow removal and striping for parking. Lessee shall also be responsible for snow removal from the adjacent sidewalk.

7. The Lessor shall have the right to terminate this lease upon 6 months written notice.

8. No extension of time, forbearance, neglect or waiver by one party with respect to any one or more of the covenants, terms or conditions of this Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against the waiving party, nor shall any extension of time, forbearance or waiver by one party in any one or more instance or particulars be construed to be a waiver or estoppel with respect to any other instance or particular covered by this Agreement.

9. Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to City: Office of the City Clerk/Treasurer
Municipal Building, Room 105
625 - 52nd Street,
Kenosha, Wisconsin 53140

With a copy to: Office of the City Attorney
Municipal Building, Room 201
625 - 52nd Street,
Kenosha, Wisconsin 53140

If to Italian American Society: Steve Torcaso, President
2217 52nd Street
Kenosha, Wisconsin 53140

10. Representation of Authority to Enter into Lease. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Lease; (b) the execution and delivery of this Lease by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Lease constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Lease.

On behalf of the Italian American Society of Kenosha, Inc., this Lease agreement is hereby accepted pending approval by the Kenosha Common Council.

ITALIAN AMERICAN SOCIETY
OF KENOSHA, INC.
A Wisconsin Corporation

BY: _____
STEVE TORCASO, President
Date: _____

BY: _____
FREDERICK STORZ, Treasurer

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2011, STEVE TORCASO, President and FREDERICK STORZ, Treasurer to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

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

CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

BY: _____
KEITH G. BOSMAN, Mayor

Date: _____

BY: _____
MICHAEL K. HIGGINS,
City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2011, KEITH G. BOSMAN, Mayor, and MICHAEL K. HIGGINS, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said City, and acknowledged 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: _____

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

IN THE MATTER OF:

Former Chrysler Kenosha Engine Plant
Located at 5555 30th Avenue
Kenosha, WI 53144

Intergovernmental Agreement: City of Kenosha, Wisconsin

RECITAL

WHEREAS, the Wisconsin Department of Natural Resources (“WDNR”) and the City of Kenosha (“City”) have decided to enter an agreement, pursuant to s. 66.0301, Wis. Stats., to facilitate the cleanup and redevelopment of the former Chrysler Kenosha Engine Plant Property (“Property”) as defined in Exhibit A; and

WHEREAS, WDNR has determined to take direct action under s. 292.11 (“Spill Law”) and s. 292.31(3)(b), Wis. Stats., at the Property, in cooperation with the City, because the Property presents a danger to public health, welfare or the environment and because no responsible party has yet been willing to undertake the necessary remedial action; and

WHEREAS, the City has secured legal access in order to perform eligible activities as agreed to in the Scope of Work; and

WHEREAS, WDNR and the U.S. Environmental Protection Agency (EPA) have determined that the City is not presently, and would not be a responsible party by virtue of acquiring title to the Property, as contemplated in the Section 24 of the “Proposed Order” as agreed to by and between U.S. EPA, the State of Wisconsin and the City of Kenosha; and

WHEREAS, WDNR is authorized to utilize moneys from the environmental fund to administer the environmental repair program under s., 292.31, Wis. Stats., and the WDNR is authorized by s. 292.31(3)(b), Wis. Stats, to contract with a remedial contractor and to oversee the activities of the remedial contractor in order to take direct action, or enter into a contract with any person to take the action, in order to restore the environment to the extent practicable; and

WHEREAS, WDNR has agreed to obligate \$500,000 in Environmental Management Account funds to address the necessary environmental response actions needed at the Property due to the bankruptcy of Chrysler Automotive Company.

WHEREAS, nothing in this Agreement adversely affects WDNR’s right to require responsible parties to take action to restore the environment under ss. 292.11 or 292.31, Wis. Stats., or to recover its expenditures from responsible parties under ss. 292.11(7)(b) or 292.31(8) or 292.81, Wis. Stats., or 42 U.S.C. Section 9607 (CERCLA §107); and

WHEREAS, in consideration of, and in exchange for, the promises and mutual understandings and covenants contained herein, and intending to be bound legally hereby, WDNR and the City, by their authorized representatives, have agreed to the execution of this Intergovernmental Agreement.

AGREEMENT

NOW, THEREFORE, based upon the above recitals and the terms and conditions set forth below, WDNR and the City agree as follow:

1. PARTIES BOUND

- 1.1 The WDNR and the City have entered into this Agreement, pursuant to s. 66.0301, Wis. Stats., which authorizes the WDNR to negotiate and enter into an agreement with a Municipality to facilitate the cleanup and redevelopment of the Property.
- 1.2 This Agreement shall apply to and be binding upon the undersigned parties and their respective agents, successors and assigns. The undersigned representative of each party certifies that he or she is fully authorized by the party whom he or she represents to enter into this Agreement and to execute and legally bind such party to the terms of this Agreement.
- 1.3 This Agreement constitutes an integral part of the WDNR's and the City's partnership which is intended to remediate and redevelop the Property. Nothing in this agreement shall be construed as an admission of fact or liability by the WDNR or the City for any matters other than the contractual obligation between the parties and as further described in this Agreement. WDNR and the City agree to undertake all actions required by the terms and conditions of this Agreement and consent to and will not contest or legally challenge the validity of this agreement, or the authority of the other party to enter into this Agreement.
- 1.4 The WDNR and the City agree to meet routinely and to discuss the Scope(s) of Work for this project and its relationship to other funding as awarded.
- 1.5 The WDNR and City agree to meet periodically to discuss the project and to conduct site inspections.

2. CITY AGREEMENTS AND OBLIGATIONS

- 2.1 The City has hired a Contractor in accordance with state and local laws to conduct site investigation and interim remedial actions activities on the Property, as defined in a mutually agreed upon Scope of Work.

- 2.2 Funds may be used to pay for environmental response actions conducted under a WDNR-approved Scope of Work, taken in accordance with chs. NR 706, 708, 714, 720, 722, 724, and 726, Wis. Admin. Code.
- 2.3 If the funds will be used for demolition that the WDNR determines is necessary in order to conduct an interim or remedial action, the City will hire a Contractor to conduct limited demolition on the Property and shall assure through the development of a waste management plan, the proper recycling and disposal of any materials that are generated by the demolition. The City, through its Contractor, will submit all necessary notifications to the WDNR, reports and decommissioning plans, in accordance with state and federal laws. All state air regulations, especially those pertaining to asbestos, shall be followed.
- 2.4 All work to be performed by the City and its Contractor(s) pursuant to this Agreement shall be done in accordance with local, state and federal law, including the ch. NR 700 administrative rule series.
- 2.5 The City shall submit sufficient documentation of the eligible response action costs and the WDNR shall reasonably require the City to substantiate the request for payment of costs covered by this Contract. This documentation shall include, at a minimum, a copy of itemized invoices received by the City for the specific, eligible response actions and documentation showing what work was performed.
- 2.6 The City will commence project work as soon as reasonably practical and diligently pursue work through completion.

3. WDNR AGREEMENTS AND OBLIGATIONS

- 3.1 The WDNR agrees to provide the City with a maximum of \$500,000, using funds from section 20.370(2)(dv), Wis. Stats., in order to remedy hazardous substance contamination at the Property that would otherwise not be remedied, because no responsible party is taking action to remedy the contamination.
- 3.2 The funds shall be used to reimburse the WDNR-approved response action costs at the Property, including responding to the migration of hazardous substances off the Property.
- 3.3 The WDNR shall make payments to the City within forty-five (45) days after the City submits two (2) complete copies of all documents that the City or its contractor has completed all or portions of the work items that are eligible for payment under the mutually agreed upon Scope of Work.
- 3.3 The WDNR Project Manager or a designee shall have the authority, pursuant to this Agreement, to: (1) take samples or direct that samples be taken; (2) direct that work stop whenever he determines that activities at the Property may create a danger to public health or welfare or to the environment; (3) observe, take

photographs and video, and make other such reports on the progress of the work as deemed appropriate; (4) review records, files and documents relevant to this Agreement; and (5) make or authorize minor field modifications to the work covered by this Agreement with respect to techniques, procedures or design utilized in carrying out this Agreement.

4. PUBLIC RECORDS

- 4.1 All information paid for by WDNR pursuant to this Agreement is part of the public record and will be available for review.

5. MODIFICATION OF WORK

- 5.1 The WDNR reserves the right to modify the agreed to Scope of Work, if necessary, in cooperation with the City and its Contractor(s). In the event that WDNR determines that a significant modification to planned work or additional work is necessary during the course of fieldwork, oral notice may be given by the WDNR to the other parties.

6. SUBMISSION OF DOCUMENTS

- 6.1 The CITY or its contracted vendors shall submit such documentation of costs that the WDNR shall reasonably require to substantiate the request for payment of costs covered by this Contract. This documentation shall include, at a minimum, a copy of invoices received by the CITY for the activities and documentation showing what work was performed.
- 6.2 The CITY agrees to submit the following technical documents for review and approval by the WDNR, prior to conducting the work relating to that technical document for which the CITY is seeking WDNR approval and recovery of its costs:
- a. Draft demolition and site security plans, including cost estimates;
 - b. Draft Immediate or Interim Action Plan - NR 708.05 and NR 708.11;
 - c. Draft Site Investigation Workplan – NR 716.09;
 - d. Draft Site Investigation Report – NR 716.15;
 - e. Draft Remedial Action Options Report and Proposed Remedial Action – NR 722.13;
 - f. Draft Remedial Design and Specifications Report – NR 724.09 and 724.11;

- g. Draft O & M plan, if applicable – NR 724.13;
- h. All reports required under the NR 700 series shall be submitted to the WDNR, unless otherwise agreed to by the WDNR and the CITY; and
- i. Any reports required by other agencies, such as the Department of Safety and Professional Services, shall be submitted to the WDNR as a courtesy.

7. SUBMISSION OF DOCUMENTS, CORRESPONDENCE AND PROJECT CONTACTS

WDNR Project Manager

Dave Volkert, Hydrogeologist
WDNR Waukesha Service Center
141 NW Barstow Street
Waukesha, WI 53188
(262) 574-2166 or David.Volkert@Wisconsin.Gov

WDNR Contract Coordinator

Shelley Fox
WDNR – RR/5
PO Box 7921
Madison, WI 53707-7921
(608) 266-5798 or Shelley.Fox@Wisconsin.Gov

Documents to be submitted to the City of Kenosha shall be sent to:

City Project Manager

Shelly Billingsley, P.E.
City of Kenosha
625 52nd Street
Kenosha, WI 53140
(262) 653-4149 or sbillingsley@kenosha.org

8. EFFECTIVE DATE

This Contract shall be executed by the CITY before being executed by WDNR. When WDNR executes this Contract, the WDNR shall enter an effective date immediately below the WDNR's signature which shall be a minimum of five (5), but not greater than ten (10) business days after the date of mailing (first class postage prepaid) by the WDNR to the CITY of a fully executed copy of the Contract.

CITY OF KENOSHA

**WISCONSIN DEPARTMENT OF
NATURAL RESOURCES**

By _____
Keith G. Bosman, Mayor

By _____
Mark F. Giesfeldt, P.E., Director
Bureau for Remediation & Redevelopment

(Date)

(Date)

By _____
Mike Higgins, City Clerk

(Date)

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT (“Agreement”) is made by and between Adams Outdoor Advertising, LP (“Adams”) and the City of Kenosha, Wisconsin (the “City”).

WHEREAS, Adams is a company engaged in the business of outdoor advertising, including within the City; and

WHEREAS, the City has an ordinance in place addressing the regulation of outdoor advertising within its limits (the “Ordinance”); and

WHEREAS, Adams has filed a lawsuit against the City, challenging the Ordinance (“the Lawsuit”). The Lawsuit is referred to as Adams Outdoor Advertising LP v. City of Kenosha, Eastern District of Wisconsin Case No. 2010-CV-776; and

WHEREAS, Adams and the City desire to settle and otherwise resolve the dispute between them regarding Adams’ claims asserted in the Lawsuit; and

WHEREAS, prior to the commencement of this lawsuit and continuing to the time of execution of the Agreement, Adams has signs located within the City, which were erected pursuant to prevailing law; and

WHEREAS, the City has determined that the existing stock of billboard faces (“signs”) plus those new signs specifically contemplated by this Agreement, which include those ninety-four signs owned by Adams and those ten owned by third parties, constitutes a proper balance between public information dissemination and public welfare considerations, which public welfare considerations include aesthetics issues.

THEREFORE, Adams and the City further represent and agree as follows:

1. All of the above recitals are true and correct; and

2. Adams releases and otherwise discharges its claims asserted in the Lawsuit as set forth in Paragraph 3 below in exchange for and contingent upon the following:

- A. The City shall adopt an outdoor advertising ordinance whose provisions are substantively identical to the final draft new ordinance attached here as Exhibit A (The “New Ordinance”). The City shall take all other actions needed to ensure that the City’s zoning and all other ordinances are consistent with and supportive of the New Ordinance and its purposes.
- B. The New Ordinance and all other changes to the City’s general ordinances required by Paragraph 2(A) shall be adopted and take full force and effect after their second reading as legal ordinances of the City no later than November 30, 2011, and after publication as required by law. All necessary changes to the City’s zoning ordinances shall be adopted and take full force and effect as legal zoning ordinances of the City no later than March 1, 2012. All legal requirements for the lawful and effective passage and enactment of the New Ordinance and amendments to the City’s other ordinances shall be observed and executed.
- C. With the exception of permit applications for the 3312 52nd Street and 7014 Sheridan Road sites, Page 2 of the attached Exhibit B identifies Adams’ applications for sign permits submitted by Adams and which are still pending City action. By this Agreement, and following adoption of the New Ordinance and that of any other City ordinance required under Paragraphs 2(A) and (B), but subject to the sign-face limitation of paragraph 2(F), all of Adams’ pending permit applications that meet the standards articulated in the new ordinance shall be approved by the City.
- D. Once submitted by Adams, the City will approve Adams’ applications for permits and promptly issue all authorizations needed for 14’ x 48’ bulletins at the 3312 52nd Street and 7014 Sheridan Road sites, subject to reasonable conditions that may be required to obtain a Conditional Use Permit. All of the outdoor advertising structures existing at the time of the entry into the Agreement are deemed lawful and in conformance with all of the City’s legal requirements at the time of execution of this Agreement. For the avoidance of doubt, the previous sentence will not be construed to prohibit the City from taking enforcement action with respect to a structure that falls out of conformance due to a change of condition of the structure.
- E. The City shall consider in good-faith any request made for electronic variable message signs (aka “digital billboards”) pursuant to the City’s ordinances.

- F. Adams will not construct any new sign face from Page 2 of Exhibit B without one sign face from Page 1 of Exhibit B being removed. Adams and its successors in interest to each of the 94 sign faces shall have no more than 94 sign faces total in the City at any one time. For avoidance of doubt, should Adams transfer any of the 94 sign faces to a third party, the total number of the sign faces transferred shall be used to reduce the number of sign faces Adams may continue to hold.
- G. A significant motivation for Adams in entering into this Agreement is Adams' interest in continuing its business of outdoor advertising within the City. To the greatest extent possible, Adams would like to be free of additional regulation of its business by the City with regard to quantity of signs, density of signs, location of signs, and reconstruction of signs, beyond those regulations existing at the time of entry into this Agreement or contemplated by this Agreement. Subject to the elected officials' obligations to its Citizens under State and Federal Law, the City will endeavor to not further regulate Adams' current signs with regard to quantity of signs, density of signs, location of signs, and reconstruction of signs, beyond those regulations existing at the time of entry into this Agreement or contemplated by this Agreement. For the avoidance of doubt, the endeavor of the previous sentence does not include limitation on regulation of sign maintenance, audio or noise emanation or production, pyrotechnics displays, pornographic displays or other displays of messages that are not Constitutionally protected, strobing or flashing, animation or other safety-threatening distraction, which illumination provisions are related to the public safety and welfare; and this paragraph shall not limit the adoption by the common council of any legislation which incorporates Wisconsin state statutes relative to outdoor advertising/billboards or new case law by a court of controlling authority (i.e., the Supreme Court of the United States, the Supreme Court of Wisconsin, or the Seventh Circuit Court of Appeals, or the Wisconsin Court of Appeals) or any legislation that gives Adams substantially the same or greater rights. Notwithstanding any other language in this section, in the event the City revises its Zoning Ordinance such that Adams' outdoor advertising signs would no longer be permitted in the City, all of Adams' outdoor will then be considered legal, nonconforming signs. Further, in the event that the City exercises discretion in a manner that is inconsistent with the Agreement of this paragraph G, the City consents to the reopening of the Lawsuit otherwise dismissed pursuant to Section 4 herein.
- H. Subject to customary processes and review by the City, the City shall then issue the related permits and all other authorizations needed pursuant to the approved applications when requested by Adams. In the event Adams has filed applications that meet the standards articulated in the new ordinance and does not, to its satisfaction, receive all sign permits

contemplated by this Agreement, Adams shall be entitled to withdraw from this Agreement and re-open the legal proceedings in Adams Outdoor Advertising LP v. City of Kenosha, Eastern District of Wisconsin Case No. 2010-CV-776. In such event, the City shall be entitled to rescind the New Ordinance.

- I. The City, its officials, employees and constituent bodies will act in good faith with respect to processing and approving all of Adams' pending permit applications that meet the standards articulated in the new ordinance. This agreement shall not be deemed to constitute a permit or approval required by applicable city code or constitute a waiver of, exception from, or exception to the need for any such permit or approval.

3. In exchange for and contingent upon the City's enactment of the New Ordinance, issue of permits, and compliance with all of the other terms set forth in all of Paragraph 2 above:

- A. Adams thereby releases, acquits, and discharges the City from any and all actions, causes of action, claims, demands and suits of any kind for any damages, costs, expenses, losses, injuries, and relief which Adams has or may hereafter have upon the claims it asserted in the Lawsuit. Adams' right to challenge, object to or support any future amendment or change to the City's ordinances impacting outdoor advertising shall not be limited in any way by this Agreement; and
- B. For each outdoor advertising face that Adams erects, rebuilds or converts as provided for in Exhibit B, Adams take such action in relation to its existing, corresponding outdoor advertising faces as required per the terms of Exhibit B prior to the erection, rebuilding, or conversion. The erection, conversion, removal and rebuilding of the Exhibit B faces is to be phased and the selection and timing of which face will be erected, converted, removed or rebuilt shall be at Adams' discretion. All signs erected, rebuilt or converted hereunder will comply with the New Ordinance. The City acknowledges that Adams' plans for erection, rebuilding and converting signs are in conformity with the New Ordinance subject to site plan review and conditional use standards as required by the new ordinance.

4. Upon completion of the requirements set forth in Paragraph 2(A) – (H) above, the parties shall execute a stipulation requesting an order to dismiss the Lawsuit with prejudice and without costs or fees to any party. Such dismissal is subject to reopening pursuant to paragraph 2.G.

5. The parties shall cooperate and promptly take all such action needed to give effect to all of the terms of this Agreement.

6. It is further agreed and understood that neither parties' agreement hereunder is to be construed as an admission of liability. Each party denies all such liability and, by their agreement here, intends merely to avoid continued dispute and the costs thereof.

7. If any provision of this Agreement is determined by a Court of competent jurisdiction to be unenforceable, that provision will be deemed severable; and this Agreement may be enforced with that provision severed or as modified by the Court.

8. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

9. The provisions of this Agreement may not be modified, amended, supplemented, waived or changed orally, but only by writing signed by both parties in making specific reference to this Agreement.

10. Each party will indemnify the other from reasonable costs and losses due to the party's breach of this Agreement.

11. The parties waive any and all other costs and agree to bear their own attorneys' fees, including costs and fees associated with this litigation.

12. Each of the parties' respective rights and remedies available to them here are cumulative with all others provided at law. Hence, a party's choice or decision to pursue or to not pursue any one remedy will not prevent their resort to other remedies.

13. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all of their negotiations, understandings, and representations made by and among such parties.

14. This Agreement was negotiated between the parties at arm's-length. Accordingly, neither party should be construed as the drafter of the Agreement.

15. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and assigns.

16. With the exception of Sections 4 and 12, the Agreement shall terminate on 12/31/2041; the provisions of Sections 4 and 12 will survive the termination on 12/31/2041 of the remainder of the Agreement. Following the termination of the Agreement, if the City should choose to enact an outright prohibition on the existence of signs in the City, and Adams is compelled to remove its signs, the City shall be responsible for the payment of just compensation to Adams for the taking of its signs consistent with Wisconsin law.

17. This Agreement may be executed by facsimile and in counterparts, each of the signatures taken independently to be combined together and construed as a whole. A copy of a signature transmitted by facsimile shall be as valid as an original.

18. Each person signing this Agreement represents that they have the authority to do so by the party on whose behalf they sign. Further, the signatory for the City represents that all municipal authorizations and approvals have been lawfully obtained so as to make this Agreement lawfully binding upon the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly and fully executed on the last date written below.

Understood and agreed to:

CITY OF KENOSHA

ADAMS OUTDOOR ADVERTISING, LP

By: Keith G. Bosman
Its: Mayor
Dated: _____, 2011

By: _____
Its: _____
Dated: _____, 2011

Attest:

Michael Higgins, City Clerk/Treasurer
Dated: _____, 2011

ORDINANCE NO. _____

SPONSOR: PUBLIC SAFETY & WELFARE COMMITTEE

**TO REPEAL AND RECREATE VARIOUS SECTIONS OF
CHAPTER 15 OF THE CODE OF GENERAL ORDINANCES
RELATED TO OFF-PREMISE SIGNS.**

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

Section One: Section 15.07 F. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

Section Two: Section 15.12 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

15.12 PROHIBITED SIGNS

All Signs not expressly permitted are prohibited in any location in the City. The following Signs are specifically prohibited:

1. Signs containing statements, words or pictures of an obscene or pornographic nature.
2. A Sign, handbill, notice or poster affixed to a tree, fence, pole, Street Sign, Traffic Sign or other structure not constructed or intended for use as a Sign base, which is not authorized by this Ordinance.
3. Revolving Signs.
4. Roof Signs.
5. Signs which are structurally dangerous, or unsafe.
6. Abandoned/Obsolete Signs.
7. Flashing and Animated Signs.
8. Deteriorated Signs.
9. Signs used beyond time limits provided in this Ordinance.

Section Three: Section 15.15 A. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

15.15 OFF-PREMISE SIGNS

A. Purpose. This Section is intended to protect the public health, safety and welfare by regulating the construction, materials, placement/location, size, height, spacing and maintenance of Off-Premise Commercial Signs. This Section is designed to ensure that Off-Premise Commercial Signs are compatible with other Signs and land uses, and are not detrimental to the aesthetic quality of the community.

Off premise commercial signs are subject to City approval pursuant to the following procedures:

1. **Sign Replacement** (same size sign in the same location): off premise sign permit.
2. **New Sign Location or Relocation Where the Proposed Sign is 300 Square Feet or Less:** site plan review in conformance with Section 14.0 of the Zoning Ordinance.
3. **New Sign Location or Relocation where the Proposed Sign is Greater than 300 Square Feet:** site plan review in conformance with Section 14.0 of the Zoning Ordinance.

4. Bulletin Sign (Size 14' x 48'): site plan review in conformance with Section 14.0 of the Zoning Ordinance.

5. Sign Not in Compliance with §15.15 H.5 and §15.15 H.7: conditional use permit in conformance with Section 4.0 of the Zoning Ordinance.

6. Digital Display: conditional use permit in conformance with Section 4.0 of the Zoning Ordinance.

All Off-Premise Commercial Signs existing in the City shall be maintained in accordance with the following conditions and restrictions.

Section Four: Section 15.15 B. of the Code of General Ordinances for the City of

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

B. Illumination.

1. The light rays from any Off-Premise Commercial Sign which is externally illuminated shall be cast directly upon the Sign Face surface and shall not be visible to motor vehicle operators, except as may be reflected from the Sign Face. The illumination of Off-Premise Commercial Signs will not be permitted between 12:00 A.M. and 5:00 A.M. No Off-Premise Commercial Sign shall contain flashing elements or video displays.

2. Digital Display Illumination. Digital Display Off-Premise Signs shall be subject to the following regulations:

a. Each change of message shall be accomplished in one second or less.

b. Each message shall remain in a fixed position for at least 6 seconds.

c. The use of traveling messages or segmented messages is prohibited.

d. No variable message sign lamp may be illuminated to a degree of brightness that is greater than necessary for adequate visibility. Signs found to be brighter than necessary for adequate visibility shall be adjusted by the person owning or controlling the sign in accordance with the instructions of the Common Council.

e. The Common Council by rule, may prohibit or establish restrictions on the illumination of messages to a degree of brightness that is greater than necessary for adequate visibility.

f. The illumination of Off-Premise Commercial Signs with Digital Display Illumination has no restriction of hours of operation.

Section Five: Sections 15.15 D.2., D.4. and D.5. of the Code of General Ordinances

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

2. The Sign may be sold, leased, or otherwise transferred without affecting its Nonconforming status, but its location may not be changed. An off-premise commercial sign removed as a result of a street Right-of-Way taking or for any other reason may be relocated.

4. In accordance with Section 62.23(7)(h), Wisconsin Statutes, Signs which are a nonconforming use must remain the same as they were on the effective date of this Ordinance and may not be enlarged or expanded. Any extension, enlargement, rebuilding, changing the materials of the Sign structure, changing the size of the Sign structure materials, adding catwalks, adding guys or struts for stabilization of the Sign or structure, adding lights to a nonilluminated Sign, changing the height of the Sign aboveground, structural alteration to prolong the life of the sign or re-erection of the Sign shall not during the Sign's life exceed 50 percent of the assessed value of the sign unless permanently changed to a conforming use.

5. The Sign may continue in use as long as it is not abandoned or discontinued. A Sign is deemed

abandoned or discontinued if for a period of twelve (12) months or longer, it is composed of obsolete advertising matter, or is without advertising matter, or is in need of substantial repair provided that any period of involuntary discontinuance which occurs during the period a street is closed shall not be considered. A Sign is deemed abandoned or discontinued if the name of the owner does not appear thereon and if the name and address of the current owner is not readily ascertainable from records on file with the Department of Neighborhood Services and Inspections.

An unsafe to abandoned Sign is declared a public nuisance, which shall be abated by the owner within sixty (60) days of receiving notice from the Department. After sixty (60) days, the Sign may be removed by the Department, and the cost thereof shall be placed on the tax roll as a special assessment and become a lien against the benefited property, unless paid sooner.

Section Six: Sections 15.15 G. and H. of the Code of General Ordinances for the

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

H. Replacement Sign Credits. Off-Premise Signs constructed as a result of Replacement Sign Credits shall be subject to the following Ordinance standards.

1. Permitted Zoning Districts. Off-Premise Signs are permitted only in the B-2, M-1, M-2 Zoning Districts and are subject to the regulations of those districts.

2. Size Requirements. Off-Premise Signs shall not exceed six hundred seventy-two (672) square feet of Sign Face area per Sign Face, not including any trim, supporting frame work, uprights or decorative fencing/apron, for a total Sign Face area of one thousand three hundred forty-four (1,344) square feet to include both sides and faces. The Sign Face area per Sign Face shall be calculated on the basis of adding together the area of the Off-Premise Sign Face(s) that can be read from one (1) direction at one (1) time. Where two identical Off-Premise Signs are placed back-to-back on the same Sign supports, the Signs shall not be separated by more than four (4') feet so that both Sign Faces cannot be read from one direction simultaneously. A Sign extension comprising no more than ten (10%) percent of the allowable Sign Face area may be added providing the extension does not extend more than five (5') feet beyond the perimeter of the Sign Face.

3. Setback Requirements. Off-Premise Signs shall be set back fifteen (15') from the Street Right-Of-Way and shall be located so as to avoid any contact with communication and/or electrical lines. The distance will be measured from the area of the Sign structure closest to the Street Right-Of-Way. Off-Premise Signs shall also comply with setback and other requirements of State law when located abutting Federal or State highways, or interchanges.

4. Spacing Between Off-Premise Signs. Off-Premise Signs shall comply with the spacing requirements of State laws, rules, and regulations, and in no case shall Off-Premise Signs be permitted to be constructed, erected or installed within five hundred (500) feet of another Off-Premise Sign on the same side of the street.

5. Height. The maximum height to the top of any Off-Premise Sign shall be thirty-five (35') feet. The height of a such Sign shall be computed as the distance from the base of the Sign at normal grade to the top of the highest attached component of the Sign. Normal grade shall be construed to be the higher of: the existing grade prior to construction; or the newly established grade after construction exclusive of any filling, berming or excavating solely for the purpose of locating the Sign. In cases in which the normal grade cannot reasonably be determined, height shall be computed on the assumption that the elevation of the normal grade at the base of the Sign is equal to the elevation of the nearest point of the crown of a public street. Off-Premise Signs located on a premise adjacent to frontage roads, on interstates, expressways, or State highways where pavement grade may be higher due to bridges entrance/exit ramps may be allowed to achieve a maximum height of thirty-five (35') feet

above the highest point of that pavement grade. Signs within one thousand (1,000') feet of the Interstate Highway Right-of-Way shall have a maximum height of forty (40') feet above the center line of the roadway from which it is intended to be viewed, or grade at the sign structure, whichever is greater. If adjacent to an Interstate Highway bridge or viaduct shall have a maximum height of fifty (50') feet above the center line of the roadway from which it is intended to be viewed or grade at the sign structure, whichever is greater.

6. Off-Premise Signs are prohibited in any Historic District, on any bridge crossing, and shall not be located on or over the roof of a building.

7. Off-Premise Signs shall not be constructed, erected or installed within seventy-five (75') feet of the B-3 Central Business District.

Off-Premise Signs shall not be constructed, erected or installed one hundred fifty (150') feet of any Residential or IP Institutional Park District. This restriction shall not be applicable to any Residential or IP Institutional Park District Zoned property located on State Highways.

Off-Premise Signs shall not be constructed, erected or installed within two hundred (200') feet of any Historic Site or Historic District, or any school, church, public park, Recreation Area or public playground. This distance shall be measured from the outermost portion of the Off-Premise Sign structure.

8. No Off-Premise Sign shall be erected in a location prohibited by this Ordinance.

9. No Off-Premise Sign shall be erected so as to prevent ingress or egress from any door or window, or any other exitway required by the Building or Fire Codes of the City.

10. No Off-Premise Sign shall be located in such a manner as to obscure, or otherwise interfere with the effectiveness of a traffic Sign, signal or device, obstruct or physically interfere with a motor vehicle operator's view of approaching, merging or intersecting traffic.

11. No Off-Premise Sign shall be attached to a standpipe, gutter drain or fire escape.

12. No Off-Premise Sign shall be erected so to impair access to a roof.

I. Off-Premises Signs in City Parks or Recreation Areas. This section does not apply to off-premise signs placed in City parks or recreational areas pursuant to authorization for non-permanent placement, from the Parks Commission.

Section Seven: To create Section 15.15 G. of the Code of General Ordinances for the

City of Kenosha, Wisconsin, as follows:

G. Replacement Sign Credit. The owner of an existing Off-Premise Sign may receive a Replacement Sign Credit upon removal of an existing Off-Premise Sign. The owners or operators of Off-Premise Signs which are ordered to be removed by the Administrator to protect the public's welfare and safety, or Signs which are damaged or destroyed beyond twenty-five (25%) percent of its then current value, may also receive a Replacement Sign Credit.

The Replacement Sign Credit shall be subject to the following conditions:

1. The Replacement Sign Credit shall not expire.
2. Replacement Sign Credits are transferable.
3. The holder of the Replacement Sign Credit shall locate and construct, install and erect an Off-Premise Sign in accordance with this Ordinance as it exists at the time of construction, erection and installation.
4. A Replacement Sign Credit shall be awarded for each sign face removed.

Section Eight: To create Subsection J. of the Code of General Ordinances for the City of Kenosha, Wisconsin, as follows:

J. Off-Premise Sign Cap. The number of Off-Premise Signs in the City is limited to 105 signs, which is the number of such Signs in existence on the 1st day of October 2011, notwithstanding the addition of any existing signs as the result of annexation or attachment. The installation of an Off-Premise Sign is permitted only with Replacement Sign Credits.

Section Nine: To create and add a definition to Section 15.11 of the Code of General Ordinances for the City of Kenosha, Wisconsin, as follows:

Digital Display Off-Premises Sign. An off-premises advertising sign, display or device that may contain multiple or variable messages, including messages on louvers that are rotated and messages formed solely by use of lights or other electronic or digital displays, that may be changed by any electronic process.

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

ATTEST: _____ City Clerk

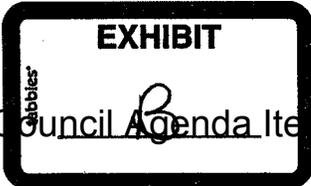
APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

| WHAT WE TAKE DOWN IN SETTLEMENT | | | | | | |
|---------------------------------|---|--------|------------------|--------------|-------------------------|------------------------|
| Number | Site | Facing | Media type | Unit type | Comments | Faces Removed |
| P505-1B | Sheridan Rd 277 ft S/O 83rd St WS | North | Posters | Side by Side | Remove structure | 1 |
| P505-2B | Sheridan Rd 277 ft S/O 83rd St WS | North | Posters | Side by Side | Remove structure | 1 |
| P508-1A | 57th St 17 ft E/O 8th Ave NS | West | Posters | Side by Side | Remove structure | 1 |
| P508-2A | 57th St 17 ft E/O 8th Ave NS | West | Posters | Side by Side | Remove structure | 1 |
| P508-3A | 57th St 17 ft E/O 8th Ave NS | West | Posters | Side by Side | Remove structure | 1 |
| P509-2A | Sheridan Rd 90 ft N/O 52nd St WS | South | Posters | Side by Side | Remove structure | 1 |
| BP538-1B | 8640 Sheridan Road 1300 ft S/O 85th Street WS | North | Custom Bulletins | Backlight | Remove structure | 1 |
| P536-1A | 52nd St 91 ft W/O Sheridan Rd NS | West | Posters | Single Face | Remove structure | 1 |
| P536-1B | 52nd St 91 ft W/O Sheridan Rd NS | East | Posters | Side by Side | Remove structure | 1 |
| P536-2B | 52nd St 91 ft W/O Sheridan Rd NS | East | Posters | Side by Side | Remove structure | 1 |
| P501-2A | 75th St 575 ft W/O 60th Ave NS | West | Posters | Stacked | Remove bottom panels | 1 *If digital approved |
| P501-2B | 75th St 575 ft W/O 60th Ave NS | East | Posters | Stacked | Remove bottom panels | 1 *If digital approved |
| P504-1A | Sheridan Rd 323 ft N/O 85th ES | North | Posters | Stacked | Remove bottom panels | 1 |
| P504-1B | Sheridan Rd 323 ft N/O 85th ES | South | Posters | Stacked | Remove bottom panels | 1 |
| P537-1A | 2120 52nd Street 20 ft E/O 22nd Street NS | West | Custom Bulletins | Odd-Size | Rebuild as poster | 1 |
| BP539-1A | I-94 1230 ft N/O Hwy 50 WS | South | Custom Bulletins | Backlight | Rebuild as b/b Bulletin | 1 |
| BP539-1B | I-94 1230 ft N/O Hwy 50 WS | North | Custom Bulletins | Backlight | Rebuild as b/b Bulletin | 1 |
| P507-1A | 7014 Sheridan Rd 398 ft S/O 69th St WS | North | Posters | Side by Side | Rebuild as b/b Bulletin | 1 |
| P507-1B | 7014 Sheridan Rd 398 ft S/O 69th St WS | North | Posters | Side by Side | Rebuild as b/b Bulletin | 1 |
| P507-2A | 7014 Sheridan Rd 398 ft S/O 69th St WS | South | Posters | Side by Side | Rebuild as b/b Bulletin | 1 |
| P507-2B | 7014 Sheridan Rd 398 ft S/O 69th St WS | South | Posters | Side by Side | Rebuild as b/b Bulletin | 1 |
| P532-1A | 3312 52nd St 122 ft W/O 33rd Ave NS | West | Posters | Stacked | Rebuild as b/b Bulletin | 1 |
| P532-1B | 3312 52nd St 122 ft W/O 33rd Ave NS | East | Posters | Stacked | Rebuild as b/b Bulletin | 1 |
| P532-2A | 3312 52nd St 122 ft W/O 33rd Ave NS | West | Posters | Stacked | Rebuild as b/b Bulletin | 1 |
| P532-2B | 3312 52nd St 122 ft W/O 33rd Ave NS | East | Posters | Stacked | Rebuild as b/b Bulletin | 1 |
| | | | | | | 25 |



WHAT WE BUILD IN SETTLEMENT

| Site at | Facing | Lessor | Media type | Unit type | Comments | Faces |
|-------------------------|--------|---------|------------------|--------------|---|---|
| 3906 30th Avenue | North | AOA | Poster | side by side | New Structure | 1 |
| 3906 30th Avenue | North | AOA | Poster | side by side | New Structure | 1 |
| 3906 30th Avenue | South | AOA | Poster | side by side | New Structure | 1 |
| 3906 30th Avenue | South | AOA | Poster | side by side | New Structure | 1 |
| 81st & 22nd Avenue | North | Patel | Poster | back to back | New Structure | 1 |
| 81st & 22nd Avenue | South | Patel | Poster | back to back | New Structure | 1 |
| 2920 Roosevelt | East | AOA | Poster | stacked | Back up existing single faced structure | 1 |
| 2920 Roosevelt | East | AOA | Poster | stacked | Back up existing single faced structure | 1 |
| 6314 60th Street | North | Solevay | Digital Poster | back to back | New Structure with potential digital face (subject to public hearing) | 1 |
| 6314 60th Street | South | Solevay | Poster | back to back | New Structure | 1 |
| 2429 60th Street | West | AOA | Poster | single face | New Structure | 1 |
| 2120 52nd Street | West | Halcomb | Poster | single face | Convert 13' x 39' to 12' x 25' poster | 1 |
| 75th w/o Green Bay Road | East | Lorenz | Bulletin | back to back | New Structure | 1 |
| 75th w/o Green Bay Road | West | Lorenz | Bulletin | back to back | New Structure | 1 |
| I-94 n/o Highway 50 | North | Fischer | Bulletin | back to back | Convert poster to bulletin | 1 |
| I-94 n/o Highway 50 | South | Fischer | Bulletin | back to back | Convert poster to bulletin | 1 |
| I-94 n/o Highway 50 | North | Fischer | Digital Bulletin | back to back | New Structure | 1 |
| I-94 n/o Highway 50 | South | Fischer | Bulletin | back to back | New Structure | 1 |
| 8401 S. Sheridan | South | AOA | Digital Poster | back to back | Potentially Convert to Digital (subject to public hearing) | |
| 75th w/o 60th NS | East | AOA | Digital Poster | back to back | Potentially Convert to Digital (subject to public hearing) | |
| 7014 S. Sheridan Rd | North | AOA | Bulletin Conv | back to back | Convert posters to bulletin | 1 |
| 7014 S. Sheridan Rd | South | AOA | Bulletin Conv | back to back | Convert posters to bulletin | 1 |
| 3312 52nd St | East | AOA | Bulletin Conv | back to back | Convert posters to bulletin | 1 |
| 3312 52nd St | West | AOA | Bulletin Conv | back to back | Convert posters to bulletin | 1 |
| Sheridan & 76th | South | Minger | Rebuild | single face | Rebuild poster same as existing | |
| Undetermined | South | AOA | | stacked | Credit for sign face at 8401 S. Sheridan Rd. (wind damage) | 1 |
| Undetermined | North | AOA | | | Credit for sign face removed at 75th & 60th St. (if digital approved) | 1 *if digital approved at site #P5012A, P5012B\ |
| Undetermined | TBD | TBD | TBD | TBD | Credit for sign face removed at 75th & 60th St. (if digital approved) | 1 *if digital approved at site #P5012A, P5012B\ |
| | | | | | | 25 |



Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS
Michael M. Lemens, P.E., Interim Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

November 8, 2011

To: G. John Ruffolo, Chairman
Public Works Committee

David Bogdala, Chairman
Finance Committee

From: Kevin Risch, P.E. KKR 11-10-11
Assistant City Engineer

Subject: **39th Avenue from 18th Street to 24th Street**
Approve Offering Price for R/W Acquisition – Roger Pues

BACKGROUND/ANALYSIS

As part of the extension of 39th Avenue from 18th Street to 24th Street, the City of Kenosha will be acquiring the right of way from one property for the purposes of the construction of sidewalk south of 24th Street. Due to the relatively small amount of property needed, the cost per square foot was based on an appraisal completed last year on a comparable property in order to save city costs (appraisal cost last year were \$650 each). The offering price for 392 square feet (0.009 AC) is \$650. (based on \$1.60 per SF rounded up to nearest \$50)

RECOMMENDATION

Approve the offering price and authorize staff to commence the negotiation and acquisition process.

CC: Alderman LaMacchia

NOMINAL PAYMENT PARCEL-WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

| | |
|---|--|
| Owner Roger L. and Joana M. Pues | Area and Interest Required Fee Title on the North West Corner of Property |
|---|--|

| Allocation | | | | | |
|----------------------------|----------------|-------|---|---------------|----------|
| Land Fee Title | 7' x 56' = 392 | SF | X | \$1.60 /sf. = | \$627.20 |
| | | Acres | X | \$/ac. = | \$ |
| Permanent Limited Easement | | Acres | X | \$/ac. = | \$ |
| Temporary Limited Easement | | Acres | X | \$/ac. = | \$ |
| Fencing | | | | = | \$ |
| Landscaping | | | | = | \$ |
| Improvements | | | | = | \$ |
| Other | | | | = | \$ |
| Total Damages = | | | | | \$627.20 |
| Rounded To = | | | | | \$650.00 |

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by the Local Public Agency.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by the Local Public Agency agents or representatives.

X _____
(Owner) Roger L. Pues (Date)

X _____
(Owner) (Date)

X _____
(Owner) Joana M. Pues (Date)

X _____
(Owner) (Date)

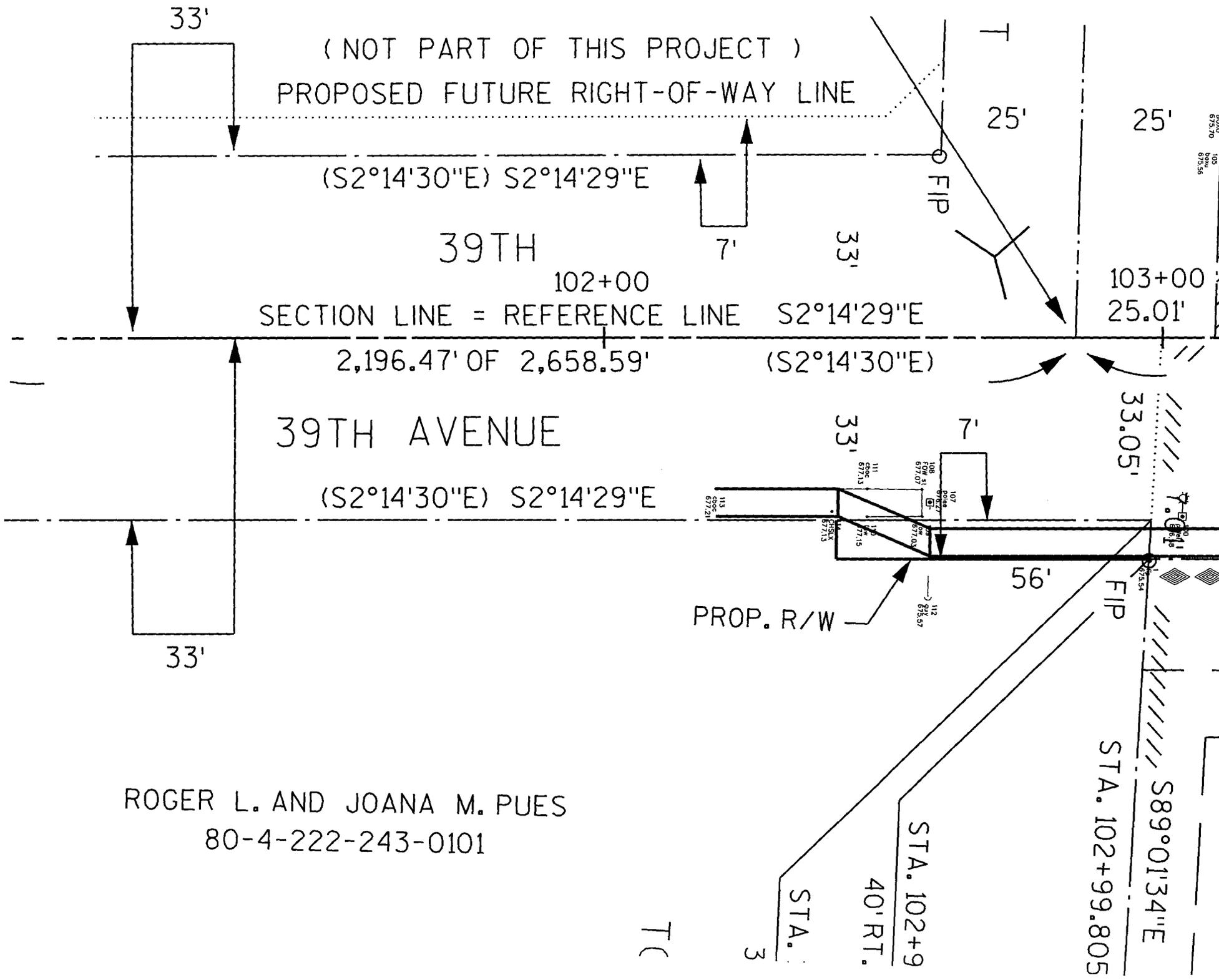
For Office Use Only

APPROVED For

City of Kenosha

X _____
Kevin K. Risch (Date)

| | | |
|--|-----------------------|---------------------------------|
| Project 39 th Avenue from 18 th Street to 24 th Street | County Kenosha | Parcel 80-4-222-243-0101 |
|--|-----------------------|---------------------------------|



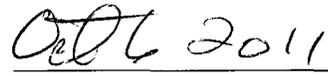
ROGER L. AND JOANA M. PUES
 80-4-222-243-0101

RIGHT OF ENTRY PERMIT

The undersigned, **ROGER L. AND JOANA M. PUES**
Owner(s) of **3822 25th Street, Kenosha Wisconsin, 53144**
hereby permit(s) the City of Kenosha, its agents, contractors or employees, the right to enter your property adjacent to the City's right-of-way line for the purpose of operating construction equipment to construct/install **Sidewalk and Grading on the Northwest Corner of the above Property** and within the existing street right-of-way and to restore your property to its condition prior to construction/installation.



Signature



Date

Signature

Date

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 20

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 10/16/11 through 10/31/11 and have approved the disbursements as follows:

1. Checks numbered from 109804 through 110153 as shown on attached listing consisting of:

| | |
|----------------------------|---------------------|
| a. Debt Service | -0- |
| b. Investments | -0- |
| c. All Other Disbursements | 2,469,044.41 |
| SUBTOTAL | 2,469,044.41 |

PLUS:

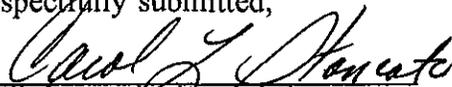
| | |
|---|--------------|
| 2. City of Kenosha Payroll Wire Transfers from the same period: | 1,175,401.47 |
|---|--------------|

| | |
|-------------------------------------|---------------------|
| TOTAL DISBURSEMENTS APPROVED | 3,644,445.88 |
|-------------------------------------|---------------------|

| | |
|-----------------|----------------------|
| David Bogdala | Daniel Prozanski Jr. |
| Katherine Marks | Eric Haugaard |
| Tod Ohnstad | Theodore Ruffalo |

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

Respectfully submitted,



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

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #20

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 11/07/11

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 10/16 END DATE FOR SUMMARY: 10/31

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|-----------|
| 109804 | 10/19 | NEW FLYER | 520-09-50201-347-000 | 9/11-BUS PARTS | 287.48 |
| 109805 | 10/19 | RNOW, INC. | 630-09-50101-393-000 | 9/11-SE PARTS/MATERI | 1,159.97 |
| | | | 630-09-50101-393-000 | 9/11-SE PARTS/MATERI | 273.80 |
| | | | 630-09-50101-393-000 | 9/11-SE#2833 PARTS/M | 43.25 |
| | | | 630-09-50101-393-000 | 9/11-SE PARTS/MATERI | 16.30 |
| | | | | CHECK TOTAL | 1,493.32 |
| 109806 | 10/19 | VIKING ELECTRIC SUPPLY | 110-03-53109-375-000 | 09/11 ST ELECTRICAL | 120.96 |
| | | | 521-09-50101-375-000 | 09/11 AR ELECTRICAL | 31.85 |
| | | | 110-03-53109-375-000 | 09/11 ST ELECTRICAL | 12.58 |
| | | | | CHECK TOTAL | 165.39 |
| 109807 | 10/19 | GENERAL COMMUNICATIONS, INC. | 110-05-55109-231-000 | 9/11-PA MISC. ITEMS | 78.50 |
| 109808 | 10/19 | BUMPER TO BUMPER | 520-09-50201-317-000 | 09/11 TD PARTS, MATE | 338.53 |
| | | | 630-09-50101-393-000 | 09/11 CE PARTS, MATE | 242.68 |
| | | | 110-03-53116-361-000 | 09/11 WA PARTS, MATE | 41.29 |
| | | | 110-05-55109-344-000 | 09/11 PA PARTS, MATE | 27.39 |
| | | | 632-09-50101-389-000 | 09/11 SE PARTS, MATE | 12.97 |
| | | | 110-03-53117-246-000 | 09/11 WA PARTS, MATE | 12.28 |
| | | | 520-09-50201-347-000 | 09/11 TD PARTS, MATE | 5.74 |
| | | | | CHECK TOTAL | 680.88 |
| 109809 | 10/19 | ICMA RETIREMENT TRUST | 110-00-21572-000-000 | 10/01-15/11 CONTRIBS | 50,758.03 |
| | | | 110-00-21599-000-000 | 10/01/15-11 CONTRIBS | 4,065.00 |
| | | | | CHECK TOTAL | 54,823.03 |
| 109810 | 10/19 | INTERSTATE ELECTRIC SUPPLY | 520-09-50201-347-000 | 9/11-TD ELECTRICAL S | 94.80 |
| | | | 521-09-50101-375-000 | 9/11-AR ELECTRICAL S | 94.75 |
| | | | 110-03-53109-375-000 | 9/11-ST ELECTRICAL S | 67.32 |
| | | | 632-09-50101-246-000 | 9/11-SE ELECTRICAL S | 41.70 |
| | | | 521-09-50101-375-000 | 9/11-AR ELECTRICAL S | 15.90 |
| | | | 521-09-50101-375-000 | 9/11-AR ELECTRICAL S | 13.84 |
| | | | | CHECK TOTAL | 328.31 |
| 109811 | 10/19 | KEN-CRETE PRODUCTS CO., INC. | 501-09-50105-355-000 | 9/11-SW CONCRETE/MAT | 9,125.01 |
| 109812 | 10/19 | LABOR PAPER, THE | 110-01-50101-321-000 | 09/11 1ST/2ND ORDS | 51.82 |
| | | | 110-01-50101-321-000 | 09/11 CD ZNG 18.02K | 44.12 |
| | | | 110-01-50101-321-000 | 09/11 CD ZNG 18.02J | 43.00 |
| | | | | CHECK TOTAL | 138.94 |

START DATE FOR SUMMARY: 10/16 END DATE FOR SUMMARY: 10/31

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|-----------|
| 109813 | 10/19 | UNITED HOSPITAL SYSTEMS INC | 110-02-52101-219-000 | 09/11 11-137843 LAB | 49.60 |
| | | | 110-02-52101-219-000 | 09/11 11-127544 LAB | 49.60 |
| | | | | CHECK TOTAL | 99.20 |
| 109814 | 10/19 | KENOSHA NEWS | 110-01-51701-321-000 | 09/11 2012 CDBG PLAN | 274.68 |
| 109815 | 10/19 | M A TRUCK PARTS | 630-09-50101-393-000 | 9/11-CE MATERIALS/SU | 1,690.39 |
| | | | 520-09-50201-347-000 | 9/11-TD MATERIALS/SU | 329.48 |
| | | | | CHECK TOTAL | 2,019.87 |
| 109816 | 10/19 | SHERWIN WILLIAMS CO. | 405-11-51104-583-000 | 9/11-PA PAINT | 3,595.29 |
| 109817 | 10/19 | KENOSHA WATER UTILITY | 110-05-55109-223-000 | 07-08/11 STORMWATER | 7,730.66 |
| | | | 524-05-50101-223-000 | 07-08/11 STORMWATER | 621.68 |
| | | | 461-11-51001-581-000 | 07-08/11 STORMWATER | 529.54 |
| | | | 110-03-53103-223-000 | 07-08/11 STORMWATER | 463.36 |
| | | | 520-09-50301-223-000 | 07-08/11 STORMWATER | 441.96 |
| | | | 445-11-50401-589-000 | 07-08/11 STORMWATER | 289.34 |
| | | | 110-03-53116-223-000 | 07-08/11 STORMWATER | 221.80 |
| | | | 463-11-50801-589-000 | 07-08/11 STORMWATER | 168.42 |
| | | | 110-01-51802-223-000 | 7-8/11 2906 14 AV | 153.96 |
| | | | 110-02-52203-223-000 | 07-08/11 STORMWATER | 144.68 |
| | | | 491-11-50102-219-000 | 07-08/11 STORMWATER | 127.72 |
| | | | 519-09-50116-249-000 | 07-08/11 STORMWATER | 119.24 |
| | | | 110-01-51802-223-000 | 7-8/11 2925 14 AV | 116.86 |
| | | | 519-09-50124-249-000 | 07-08/11 STORMWATER | 109.42 |
| | | | 519-09-50103-249-000 | 07-08/11 STORMWATER | 105.20 |
| | | | 519-09-50109-249-000 | 07-08/11 STORMWATER | 60.94 |
| | | | 110-09-56519-259-000 | 07-08/11 STORMWATER | 53.52 |
| | | | 519-09-50120-249-000 | 07-08/11 STORMWATER | 43.98 |
| | | | 110-01-51802-223-000 | 7-8/11 2616 SHER | 42.66 |
| | | | 110-01-51802-223-000 | 7-8/11 1715 52 ST | 39.48 |
| | | | 519-09-50118-249-000 | 07-08/11 STORMWATER | 38.94 |
| | | | 491-11-50106-219-000 | 07-08/11 STORMWATER | 35.24 |
| | | | 110-05-55109-223-000 | 07-08/11 STORMWATER | 29.94 |
| | | | 110-01-51802-223-000 | 7-8/11 2401 14 AV | 8.74 |
| | | | 420-11-50603-589-000 | 07-08/11 STORMWATER | 7.68 |
| | | | | CHECK TOTAL | 11,704.96 |
| 109818 | 10/19 | WELDCRAFT, INC. | 110-05-55109-249-000 | 09/11 PA WELDING SER | 28.00 |

START DATE FOR SUMMARY: 10/16 END DATE FOR SUMMARY: 10/31

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|--------------------------|----------------------|----------------------|-----------|
| 109819 | 10/19 | TRAK ENGINEERING, INC. | 520-09-50201-233-000 | EQUIPMENT MAINT. | 3,149.00 |
| 109820 | 10/19 | KENOSHA WATER UTILITY | 524-05-50101-249-000 | IRRIGATION MATERIALS | 37.71 |
| | | | 524-05-50101-249-000 | IRRIGATION MATERIALS | 30.82 |
| | | | 110-05-55109-224-000 | HARBORPARK-HYDRANT | 27.33 |
| | | | 110-05-55109-224-000 | HARBORPARK-HYDRANT | 23.80 |
| | | | | CHECK TOTAL | 119.66 |
| 109821 | 10/19 | WIS FUEL & HEATING INC | 630-09-50101-392-000 | 10/11 DIESEL FUEL | 24,098.46 |
| 109822 | 10/19 | BADGER OIL EQUIPMENT CO. | 520-09-50201-246-000 | SERVICE FUEL TANKS | 201.65 |
| 109823 | 10/19 | PORT-A-JOHN, INC. | 524-05-50101-282-000 | 10/11-GO PORTABLE UN | 105.00 |
| 109824 | 10/19 | INLAND DETROIT DIESEL | 630-09-50101-393-000 | 9/11-SE PARTS/MATERI | 53.45 |
| 109825 | 10/19 | NATIONAL SPRING, INC. | 110-02-52203-344-000 | 9/11-FD SPRINGS/PART | 1,078.95 |
| 109826 | 10/19 | DWD-UI | 110-09-56308-157-000 | 09/11 UNEMPLOYMENT | 5,574.83 |
| | | | 520-09-50101-157-000 | 09/11 UNEMPLOYMENT | 3,567.22 |
| | | | 110-09-56308-157-000 | 09/11 UNEMPLOYMENT | 937.19 |
| | | | 110-00-15601-000-000 | 09/11 UNEMPLOYMENT | 219.00 |
| | | | 110-09-56308-157-000 | 09/11 UNEMPLOYMENT | 164.00 |
| | | | | CHECK TOTAL | 10,462.24 |
| 109827 | 10/19 | AT&T SERVICES | 110-02-52102-219-000 | CALL DTL 11-084606 | 50.00 |
| 109828 | 10/19 | FEDEX | 110-01-51306-312-000 | 9/27/11 CD-SHIPPING | 24.60 |
| 109829 | 10/19 | JENKINS & VOJTISEK SC | 761-09-50101-219-000 | PREP IRS/STATE FORMS | 903.72 |
| 109830 | 10/19 | OFFICEMAX | 110-01-51201-311-000 | 09/11 CT OFFC SUPPL | 111.45 |
| | | | 110-01-51303-311-000 | 09/11 HR #1939 OFFC | 96.74 |
| | | | 110-03-53103-311-000 | 09/11 PW #1943 OFFC | 69.00 |
| | | | 110-02-52103-311-000 | 09/11 PD #1941 OFFC | 53.70 |
| | | | 110-01-51101-311-000 | 09/11 FN #1936 OFFC | 41.76 |
| | | | 110-02-52103-311-000 | 09/11 PD #1941 OFFC | 36.46 |
| | | | 110-01-51201-311-000 | 09/11 CT OFFC SUPPL | 20.28 |
| | | | | CHECK TOTAL | 429.39 |

START DATE FOR SUMMARY: 10/16 END DATE FOR SUMMARY: 10/31

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|------------|
| 109831 | 10/19 | MACEMON INC | 110-09-56501-259-565 | RAZE-5507 22ND AVE | 33,000.00 |
| | | | 110-09-56501-259-565 | RAZING-4622 10TH AVE | 23,300.00 |
| | | | | CHECK TOTAL | 56,300.00 |
| 109832 | 10/19 | LINCOLN CONTRACTORS SUPPLY | 110-03-53107-361-000 | 9/11-ST TOOLS/SUPPLI | 299.00 |
| | | | 501-09-50105-355-000 | 9/11-SW TOOLS/SUPPLI | 284.80 |
| | | | 501-09-50105-355-000 | 9/11-SW TOOLS/SUPPLI | 124.60 |
| | | | 501-09-50105-355-000 | 9/11-SW TOOLS/SUPPLI | 72.98 |
| | | | | CHECK TOTAL | 781.38 |
| 109833 | 10/19 | HOLLAND SUPPLY, INC. | 630-09-50101-393-000 | 9/11-CE HYDRAULIC FI | 116.64 |
| | | | 630-09-50101-393-000 | 9/11-CE HYDRAULIC FI | 23.64 |
| | | | | CHECK TOTAL | 140.28 |
| 109834 | 10/19 | WETLAND & WATERWAY CONSULT. | 403-11-51106-589-000 | 7-9/11 PROF SERVICES | 7,829.60 |
| 109835 | 10/19 | LEE ELECTRICAL, INC | 463-11-50601-589-000 | REHAB-5311 40 AVE | 2,000.00 |
| 109836 | 10/19 | PACE ANALYTICAL | 493-11-50107-219-000 | 7/30/11 LAB SERVICE | 2,658.00 |
| | | | 493-11-50107-219-000 | 8/20/11 LAB SERVICE | 1,595.00 |
| | | | 493-11-50107-219-000 | 7/28/11 LAB SERVICE | 716.00 |
| | | | 493-11-50107-219-000 | 8/18/11 LAB SERVICE | 680.00 |
| | | | | CHECK TOTAL | 5,649.00 |
| 109837 | 10/19 | CINTAS DOCUMENT MANAGEMENT | 110-02-52101-219-000 | 09/11 PURGE SERVICE | 17.50 |
| 109838 | 10/19 | HUMANA CLAIMS | 611-09-50101-155-527 | 10/17/11 MED CLAIMS | 116,836.20 |
| | | | 611-09-50101-155-527 | 10/17/11 PHARMACY | 20,876.93 |
| | | | 611-09-50101-155-527 | 10/14/11 PHARMACY | 17,979.69 |
| | | | 611-09-50101-155-527 | 10/18/11 PHARMACY | 5,090.07 |
| | | | 611-09-50101-155-527 | 10/18/11 MED CLAIMS | 1,500.40 |
| | | | 611-09-50101-155-527 | 10/14/11 MED CLAIMS | 327.03 |
| | | | | CHECK TOTAL | 162,610.32 |
| 109839 | 10/19 | HEALTHSTAT | 611-09-50101-155-504 | 09/11 MID LVL PROV | 10,700.00 |
| | | | 611-09-50101-155-504 | 09/11 PROG ADMN FEE | 6,669.74 |
| | | | 611-09-50101-155-504 | 09/11 REF LAB FEES | 2,944.23 |
| | | | 611-09-50101-155-504 | 08/11 MID LVL PROV | 267.50 |
| | | | | CHECK TOTAL | 20,581.47 |

START DATE FOR SUMMARY: 10/16 END DATE FOR SUMMARY: 10/31

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|----------|
| 109840 | 10/19 | VERIZON WIRELESS | 110-02-52101-226-000 | 09/11 SERVICE | 158.06 |
| | | | 110-01-50301-226-000 | 09/11 SERVICE | 104.40 |
| | | | 110-01-51301-226-000 | 09/11 SERVICE | 104.39 |
| | | | 631-09-50101-226-000 | 09/11 SERVICE | 103.34 |
| | | | 110-02-52103-226-000 | 09/11 SERVICE | 53.77 |
| | | | 521-09-50101-226-000 | 09/11 SERVICE | 52.20 |
| | | | 520-09-50301-226-000 | 09/11 SERVICE | 52.20 |
| | | | 110-02-52201-226-000 | 09/11 SERVICE | 52.20 |
| | | | 110-01-51701-226-000 | 09/11 SERVICE | 52.20 |
| | | | 110-01-51303-226-000 | 09/11 SERVICE | 52.20 |
| | | | 110-01-51101-226-000 | 09/11 SERVICE | 52.20 |
| | | | 501-09-50101-226-000 | 09/11 SERVICE | 51.77 |
| | | | 110-05-55101-226-000 | 09/11 SERVICE | 51.52 |
| | | | 110-02-52601-226-000 | 09/11 SERVICE | 51.52 |
| | | | 110-01-51201-226-000 | 09/11 SERVICE | 51.52 |
| | | | | CHECK TOTAL | 1,043.49 |
| 109841 | 10/19 | KENOSHA STARTER & ALTERNATOR | 630-09-50101-393-000 | 9/11-SE PARTS/LABOR | 141.74 |
| | | | 630-09-50101-393-000 | 9/11-SE PARTS/LABOR | 69.93 |
| | | | | CHECK TOTAL | 211.67 |
| 109842 | 10/19 | WIS DEPT OF REVENUE | 761-00-21512-000-000 | 9/11 KCM DEDUCTS | 297.90 |
| 109843 | 10/19 | HANSMANN PRINTING | 110-01-51101-311-000 | 09/11 FN-WDW ENVELP | 481.00 |
| | | | 110-01-51303-311-000 | 09/11 HR-BC/S JOBLIN | 56.00 |
| | | | | CHECK TOTAL | 537.00 |
| 109844 | 10/19 | J EWENS DESIGN INC | 520-09-50201-344-000 | GRAPHICS-BUS 4031 | 252.00 |
| | | | 520-09-50201-344-000 | GRAPHICS-BUS 4032 | 252.00 |
| | | | 520-09-50201-344-000 | GRAPHICS-BUS 4034 | 252.00 |
| | | | 520-09-50201-344-000 | GRAPHICS-BUS 4038 | 252.00 |
| | | | 520-09-50201-344-000 | GRAPHICS-BUS 4039 | 252.00 |
| | | | 520-09-50201-344-000 | GRAPHICS-BUS 4027 | 252.00 |
| | | | 520-09-50201-344-000 | GRAPHICS-BUS 4037 | 252.00 |
| | | | 520-09-50201-344-000 | GRAPHICS-BUS 4040 | 252.00 |
| | | | | CHECK TOTAL | 2,016.00 |
| 109845 | 10/19 | J & M RECOVERY & TOWING | 110-02-52103-219-000 | 10/11-#11-150481 TOW | 75.00 |
| 109846 | 10/19 | MENARDS (KENOSHA) | 520-09-50201-246-000 | 09/11 TD MERCHANDISE | 124.66 |
| | | | 205-03-53119-357-000 | 09/11 ST MERCHANDISE | 110.37 |
| | | | 110-05-55109-244-000 | 08/11 PA MERCHANDISE | 102.74 |
| | | | 110-03-53116-382-000 | 09/11 WA MERCHANDISE | 45.84 |
| | | | 205-03-53119-357-000 | 09/11 ST MERCHANDISE | 23.96 |
| | | | 110-05-55103-361-000 | 08/11 PA MERCHANDISE | 22.47 |
| | | | 520-09-50401-317-000 | 09/11 TD MERCHANDISE | 13.20 |
| | | | 110-05-55109-389-000 | 08/11 PA MERCHANDISE | 2.36 |
| | | | | CHECK TOTAL | 445.60 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|-----------|
| 109847 | 10/19 | HALLMAN LINDSAY | 110-05-55104-249-000 | 10/11-PA PAINT/PRODU | 299.60 |
| | | | 110-05-55104-249-000 | 9/11-PA PAINT/PRODUC | 299.60 |
| | | | | CHECK TOTAL | 599.20 |
| 109848 | 10/19 | SNAP-ON INDUSTRIAL | 110-03-53103-344-000 | 09/11 ST TOOLS/REPAI | 24.60 |
| 109849 | 10/19 | TIME WARNER CABLE | 761-09-50101-225-000 | 10/9-11/8 PHONE SVC | 57.41 |
| | | | 524-05-50101-219-000 | 10/11-MONTHLY CABLE | 17.94 |
| | | | | CHECK TOTAL | 75.35 |
| 109850 | 10/19 | WHOLESALE DIRECT INC | 630-09-50101-393-000 | 09/11 PARTS/MATERIAL | 742.81 |
| 109851 | 10/19 | NICOLET NATURAL SE | 761-09-50101-389-000 | 10/11 WATER COOLER | 41.25 |
| 109852 | 10/19 | URBAN LEAGUE OF RACINE AND | 289-06-50602-259-000 | #5334178 SUBGR AGRMT | 4,695.96 |
| 109853 | 10/19 | LAKESIDE OIL | 520-09-50106-341-000 | 09/11 DIESEL FUEL | 24,309.18 |
| 109854 | 10/19 | IAFF/NATIONWIDE | 110-00-21574-000-000 | 10/01-15/11 CONTRIBS | 20,424.00 |
| 109855 | 10/19 | GREAT WEST RETIREMENT SERV. | 110-00-21576-000-000 | 10/01-15/11 CONTRIBS | 7,622.23 |
| 109856 | 10/19 | KENOSHA MEDICAL CTR CAMPUS | 206-02-52205-322-000 | 8 PALS MANUALS | 320.00 |
| 109857 | 10/19 | OSTHOFF RESORT | 110-01-50301-263-000 | RICHARDSON 12/01-02 | 99.00 |
| 109858 | 10/19 | PENA, ELIZABETH | 110-00-21905-000-000 | BEACH HOUSE-10/8/11 | 300.00 |
| 109859 | 10/19 | ALFREDSON, DAVID G. | 110-02-52107-263-000 | 9/19-20 FRANKLIN | 16.00 |
| 109860 | 10/19 | KENDALL, JAMES K. | 110-02-52102-367-000 | 2011 CLOTHING ALLOW | 400.00 |
| 109861 | 10/19 | DEN HARTOG, WARREN J. | 110-02-52102-263-000 | 10/10-11/11 MILAN MI | 38.00 |
| 109862 | 10/19 | STRELOW, MATTHEW E. | 110-02-52107-263-000 | 9/19-20/11 FRANKLIN | 16.00 |
| | | | 110-02-52107-263-000 | 9/22/11 FRANKLIN | 8.00 |
| | | | | CHECK TOTAL | 24.00 |
| 109863 | 10/19 | RUFFALO, SANDRA | 520-09-50101-367-000 | 2011 UNIFORM ALLOW | 117.64 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|----------------------------|----------------------|----------------------|----------|
| 109864 | 10/19 | PATTON, PATRICK | 110-02-52107-263-000 | 9/21-22 MADISON | 12.00 |
| 109865 | 10/19 | KROME, CARL | 520-09-50101-367-000 | 2011 UNIFORM ALLOW | 100.00 |
| 109866 | 10/19 | CHRISTERSON, JAMES | 110-00-21581-000-000 | 10/7/11 DEDUCTION | 51.33 |
| 109867 | 10/21 | A & B PRO HARDWARE | 110-01-51801-389-000 | 09/11 MB SUPPLIES & | 56.94 |
| | | | 411-11-51102-539-000 | 09/11 DP SUPPLIES & | 34.20 |
| | | | 110-02-52203-382-000 | 09/11 FD SUPPLIES & | 33.05 |
| | | | 110-03-53110-389-000 | 09/11 ST SUPPLIES & | 15.60 |
| | | | 110-01-51801-246-000 | 09/11 MB SUPPLIES & | 14.70 |
| | | | 110-02-52103-365-000 | 09/11 PD SUPPLIES & | 13.10 |
| | | | 110-05-55109-246-000 | 09/11 PA SUPPLIES & | 3.80 |
| | | | | CHECK TOTAL | 171.39 |
| 109868 | 10/21 | ACE HARDWARE | 524-05-50101-344-000 | 09/11 GO MERCHANDISE | 114.28 |
| | | | 110-02-52203-382-000 | 09/11 FD MERCHANDISE | 26.99 |
| | | | 110-05-55109-389-000 | 09/11 PA MERCHANDISE | 23.55 |
| | | | 110-05-55109-246-000 | 09/11 PA MERCHANDISE | 21.77 |
| | | | 110-02-52203-357-000 | 09/11 FD MERCHANDISE | 18.02 |
| | | | 110-05-55109-382-000 | 09/11 PA MERCHANDISE | 15.98 |
| | | | 110-03-53109-375-000 | 09/11 ST MERCHANDISE | 11.36 |
| | | | 110-05-55109-244-000 | 09/11 PA MERCHANDISE | 9.48 |
| | | | | CHECK TOTAL | 241.43 |
| 109869 | 10/21 | AMALGAMATED TRANSIT UN 998 | 110-00-21556-000-000 | 10/21/11 UNION DUES | 2,615.34 |
| 109870 | 10/21 | HWY C SERVICE | 501-09-50105-235-000 | 9/11-SW SERVICE/PART | 248.75 |
| | | | 501-09-50105-235-000 | 9/11-SW SERVICE/PART | 245.34 |
| | | | 110-03-53103-344-000 | 9/11-ST SERVICE/PART | 198.50 |
| | | | 110-03-53113-235-000 | 9/11-ST SERVICE/PART | 41.10 |
| | | | 501-09-50105-235-000 | 9/11-SW SERVICE/PART | 39.89 |
| | | | 206-02-52205-344-000 | 9/11-FD SERVICE/PART | 27.54 |
| | | | 110-02-52203-344-000 | 9/11-FD SERVICE/PART | 27.54 |
| | | | 110-05-55109-344-000 | 9/11-PA SERVICE/PART | 27.45 |
| | | | 110-05-55109-344-000 | 9/11-PA SERVICE/PART | 14.58 |
| | | | 110-03-53116-341-000 | 10/11-WA SERVICE/PAR | 13.74 |
| | | | | CHECK TOTAL | 884.43 |
| 109871 | 10/21 | CARDINAL HEALTH | 206-02-52205-318-000 | 09/11 MEDICAL SUPPL | 436.51 |
| | | | 206-02-52205-318-000 | 09/11 MEDICAL SUPPL | 301.64 |
| | | | | CHECK TOTAL | 738.15 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|-----------|
| 109872 | 10/21 | KENOSHA CITY EMPLOYEE'S | 110-00-21562-000-000 | 10/21/11 CITY HRLY | 14,504.19 |
| | | | 110-00-21562-000-000 | 10/21/11 WATER HRLY | 4,112.60 |
| | | | 110-00-21562-000-000 | 10/21/11 MUSEUM HRLY | 205.00 |
| | | | | CHECK TOTAL | 18,821.79 |
| 109873 | 10/21 | KENOSHA CO HUMANE SOCIETY | 110-04-54102-254-000 | 10/11 ANIMAL CONTROL | 11,283.57 |
| 109874 | 10/21 | KENOSHA COUNTY SHERIFF DEPT | 241-00-24202-000-000 | REQUEST#2 JAG 0678 | 7,935.00 |
| 109875 | 10/21 | KENOSHA NEWS | 222-09-50101-259-000 | 09/11 UNTD WE SING | 526.68 |
| | | | 222-09-50101-259-000 | 09/11 UNTD WE SING | 355.00 |
| | | | | CHECK TOTAL | 881.68 |
| 109876 | 10/21 | PALMEN BUICK | 630-09-50101-393-000 | 09/11 CE PARTS & MAT | 766.30 |
| 109877 | 10/21 | FIRST SUPPLY CO. | 110-05-55109-249-000 | 09/11 PA SUPPLIES AN | 528.46 |
| 109878 | 10/21 | RODE'S CAMERA | 722-00-21985-000-000 | 9/11-PD REPAIR | 359.98 |
| 109879 | 10/21 | NELCO ELECTRIC, INC | 761-09-50101-219-000 | 9/11 ELECTRICAL REPR | 119.92 |
| 109880 | 10/21 | VAN'S GAS SERVICE INC | 110-03-53116-341-000 | 9/11-WA PROPANE GAS | 22.00 |
| 109881 | 10/21 | WE ENERGIES | 110-05-55102-221-000 | #40 08/26-09/27 | 2,009.72 |
| | | | 110-03-53109-221-000 | #40 09/06-10/05 | 1,396.33 |
| | | | 110-05-55109-221-000 | #40 09/06-10/05 | 1,079.93 |
| | | | 524-05-50101-221-000 | #40 09/05-10/04 | 676.08 |
| | | | 110-03-53109-221-000 | #40 09/05-10/04 | 660.98 |
| | | | 110-05-55109-221-000 | #40 09/05-10/04 | 395.24 |
| | | | 110-03-53109-221-000 | #40 08/31-10/02 | 303.02 |
| | | | 110-01-51802-221-000 | #40 08/29-09/27 | 290.67 |
| | | | 110-05-55102-221-000 | #40 09/06-10/05 | 247.61 |
| | | | 110-03-53103-221-000 | #40 08/31-10/02 | 193.44 |
| | | | 110-03-53109-221-000 | #40 09/01-10/03 | 147.73 |
| | | | 110-03-53109-221-000 | #40 07/26-09/25 | 119.93 |
| | | | 110-05-55108-221-000 | #40 09/07-10/06 | 106.94 |
| | | | 110-05-55109-221-000 | #40 09/02-10/04 | 100.01 |
| | | | 110-05-55109-221-000 | #40 09/07-10/06 | 68.95 |
| | | | 110-05-55102-221-000 | #40 09/05-10/04 | 60.52 |
| | | | 110-05-55109-221-000 | #40 09/01-10/03 | 59.28 |
| | | | 524-05-50101-222-000 | #40 09/05-10/04 | 56.89 |
| | | | 110-05-55103-222-000 | #40 08/02-10/02 | 43.41 |
| | | | 110-05-55109-222-000 | #40 09/05-10/04 | 28.47 |
| | | | 110-01-51802-222-000 | #40 08/29-09/26 | 23.80 |
| | | | 110-05-55102-221-000 | #40 09/07-10/06 | 16.29 |
| | | | 110-05-55109-222-000 | #40 09/01-10/03 | 9.28 |
| | | | 110-05-55109-222-000 | #40 09/07-10/06 | 8.41 |
| | | | 110-05-55109-222-000 | #40 09/06-10/05 | 8.41 |
| | | | 110-05-55108-221-000 | #40 09/05-10/04 | 7.51 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------|----------------------|----------------------|----------|
| | | | 110-05-55109-221-000 | #40 09/08-10/07 | 7.50 |
| | | | | CHECK TOTAL | 8,126.35 |
| 109882 | 10/21 | WE ENERGIES | 758-09-50106-259-850 | 8/11-9/12 UTILITES | 25.37 |
| | | | 758-09-50110-259-850 | 8/25-9/26 UTILITIES | 24.94 |
| | | | 284-06-50302-259-000 | #5338256 - UTILITIES | 22.83 |
| | | | | CHECK TOTAL | 73.14 |
| 109883 | 10/21 | WE ENERGIES | 110-03-53109-221-000 | 1808 39 AVE-INSTALL | 1,810.25 |
| 109884 | 10/21 | UNITED STATES TREASURY | 110-00-21581-000-000 | 10/21/11 DEDUCTION | 113.68 |
| | | | 110-00-21581-000-000 | 10/21/11 DEDUCTION | 100.00 |
| | | | | CHECK TOTAL | 213.68 |
| 109885 | 10/21 | REINDERS INC. | 110-05-55102-249-000 | 9/11-PA PARTS/SERVIC | 88.20 |
| | | | 110-05-55104-249-000 | 9/11-PA PARTS/SERVIC | 54.09 |
| | | | 110-05-55109-344-000 | 9/11-PA#2481 PARTS/S | 49.86 |
| | | | | CHECK TOTAL | 192.15 |
| 109886 | 10/21 | KENOSHA WATER UTILITY | 758-09-50110-259-850 | 6/24 - 8/22 SWU | 33.68 |
| | | | 758-09-50106-259-850 | 6/24 - 8/19 SWU | 33.68 |
| | | | 284-06-50302-259-000 | #5338253 - UTILITIES | 33.68 |
| | | | 758-09-50107-259-850 | 6/30 - 8/31 SWU | 17.22 |
| | | | 758-09-50108-259-850 | 6/30 - 8/31 SWU | 12.98 |
| | | | 758-09-50105-259-850 | 6/30 - 8/31 SWU | 12.98 |
| | | | 758-09-50104-259-850 | 6/30 - 8/31 SWU | 12.98 |
| | | | 758-09-50109-259-850 | 6/30 - 8/31 SWU | 9.80 |
| | | | | CHECK TOTAL | 167.00 |
| 109887 | 10/21 | BROOKS TRACTOR, INC. | 630-09-50101-393-000 | 09/11 SE #2216 PARTS | 1,336.53 |
| | | | 630-09-50101-393-000 | 09/11 SE #2216 PARTS | 447.99 |
| | | | 630-09-50101-393-000 | 07/11 SE PARTS & MAT | 16.81 |
| | | | | CHECK TOTAL | 1,801.33 |
| 109888 | 10/21 | FABCO EQUIPMENT, INC. | 630-09-50101-393-000 | 09/11 SE PARTS & MAT | 1,446.14 |
| | | | 630-09-50101-393-000 | 09/11 SE PARTS & MAT | 116.32 |
| | | | 630-09-50101-393-000 | 09/11 SE CREDIT PART | 542.75CR |
| | | | | CHECK TOTAL | 1,019.71 |
| 109889 | 10/21 | DOVER FLAG & MAP | 630-09-50101-393-000 | 3 X 5 US FLAGS | 459.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|---------------------------|----------------------|----------------------|-----------|
| 109890 | 10/21 | BEACON ATHLETICS | 110-05-55102-356-000 | SPARKLE #6 | 760.00 |
| 109891 | 10/21 | AURORA EAP | 611-09-50101-155-517 | 10-12/11 EAP 4TH QTR | 3,159.81 |
| 109892 | 10/21 | BATTERIES PLUS LLC | 521-09-50101-385-000 | 09/11 AR BATTERIES & | 207.45 |
| | | | 110-02-52103-344-000 | 09/11 PD BATTERIES & | 63.00 |
| | | | | CHECK TOTAL | 270.45 |
| 109893 | 10/21 | KENOSHA AREA CHAMBER | 761-09-50101-323-000 | 11/11-10/12 MEMBRSHP | 150.00 |
| 109894 | 10/21 | CHASE BANK KENOSHA | 110-00-21513-000-000 | 10/21/11 HRLY DEDUCT | 22,508.98 |
| | | | 110-00-21612-000-000 | 10/21/11 HRLY DEDUCT | 11,791.34 |
| | | | 110-00-21511-000-000 | 10/21/11 HRLY DEDUCT | 7,987.59 |
| | | | 110-00-21614-000-000 | 10/21/11 HRLY DEDUCT | 2,942.45 |
| | | | 110-00-21514-000-000 | 10/21/11 HRLY DEDUCT | 2,942.44 |
| | | | | CHECK TOTAL | 48,172.80 |
| 109895 | 10/21 | ACL LABORATORIES | 110-02-52101-219-000 | 09/11 PD LAB FEES | 21.60 |
| 109896 | 10/21 | DREAMSCAPE LAWN CARE | 633-09-50101-249-000 | 09/11 GRASS CUTTING | 184.60 |
| | | | 633-09-50101-249-000 | 09/11 LAWN FERTILIZA | 45.00 |
| | | | | CHECK TOTAL | 229.60 |
| 109897 | 10/21 | AT&T | 110-01-51801-227-000 | 08/29-10/07 CIRCUITS | 764.75 |
| | | | 110-02-52103-227-000 | 09/03-10/07 CIRCUIT | 64.64 |
| | | | 110-02-52108-225-000 | 09/13-10/07 CIRCUIT | 43.40 |
| | | | 520-09-50301-227-000 | 09/13-10/07 CIRCUIT | 28.00 |
| | | | 110-02-52110-227-000 | 09/13-10/07 CIRCUIT | 28.00 |
| | | | | CHECK TOTAL | 928.79 |
| 109898 | 10/21 | MILLER-BRADFORD & RISBERG | 630-09-50101-393-000 | 9/11-SE#2449 PARTS/M | 143.46 |
| 109899 | 10/21 | ZILSKE LAW FIRM S C | 520-09-50101-161-000 | 7/6-9/8/11 W/C | 1,264.80 |
| | | | 110-09-56405-212-000 | 7/6-9/23/11 W/C | 462.00 |
| | | | | CHECK TOTAL | 1,726.80 |
| 109900 | 10/21 | TDS METROCOM | 110-01-51801-227-000 | 10/11 MAIN PHONE | 4,059.94 |
| | | | 110-01-51801-225-000 | 10/11 MAIN PHONE | 514.52 |
| | | | 110-00-14401-000-000 | 10/11 MAIN PHONE | 350.44 |
| | | | 110-00-15202-000-000 | 10/11 MAIN PHONE | 288.95 |
| | | | 520-09-50301-227-000 | 10/11 MAIN PHONE | 283.06 |
| | | | 110-03-53103-227-000 | 10/11 MAIN PHONE | 234.58 |
| | | | 110-05-55109-227-000 | 10/11 MAIN PHONE | 223.29 |
| | | | 521-09-50101-227-000 | 10/11 MAIN PHONE | 215.64 |
| | | | 632-09-50101-227-000 | 10/11 MAIN PHONE | 142.20 |
| | | | 501-09-50101-227-000 | 10/11 MAIN PHONE | 125.00 |
| | | | 520-09-50301-225-000 | 10/11 MAIN PHONE | 123.95 |
| | | | 524-05-50101-227-000 | 10/11 MAIN PHONE | 98.91 |
| | | | 110-02-52203-227-000 | 10/11 MAIN PHONE | 95.31 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------|----------------------|----------------------|-----------|
| | | | 520-09-50401-227-000 | 10/11 MAIN PHONE | 85.95 |
| | | | 110-02-52110-227-000 | 10/11 MAIN PHONE | 85.94 |
| | | | 110-02-52108-225-000 | 10/11 MAIN PHONE | 78.12 |
| | | | 110-03-53116-227-000 | 10/11 MAIN PHONE | 51.57 |
| | | | 110-02-52110-225-000 | 10/11 MAIN PHONE | 46.44 |
| | | | 110-03-53103-225-000 | 10/11 MAIN PHONE | 45.68 |
| | | | 206-02-52205-227-000 | 10/11 MAIN PHONE | 34.38 |
| | | | 110-05-55111-227-000 | 10/11 MAIN PHONE | 34.38 |
| | | | 110-05-55109-225-000 | 10/11 MAIN PHONE | 29.24 |
| | | | 632-09-50101-225-000 | 10/11 MAIN PHONE | 28.67 |
| | | | 110-02-52108-225-000 | 10/11 MAIN PHONE | 17.38 |
| | | | 501-09-50101-225-000 | 10/11 MAIN PHONE | 12.30 |
| | | | 524-05-50101-225-000 | 10/11 MAIN PHONE | 10.98 |
| | | | 206-02-52205-227-000 | 10/11 MAIN PHONE | 7.36 |
| | | | 521-09-50101-225-000 | 10/11 MAIN PHONE | 4.85 |
| | | | 110-02-52203-225-000 | 10/11 MAIN PHONE | 4.00 |
| | | | 110-03-53116-225-000 | 10/11 MAIN PHONE | 2.42 |
| | | | 520-09-50401-227-000 | 10/11 MAIN PHONE | .61 |
| | | | 110-05-55111-225-000 | 10/11 MAIN PHONE | .21 |
| | | | | CHECK TOTAL | 7,336.27 |
| 109901 | 10/21 | OFFICEMAX | 110-05-55109-311-000 | 09/11 PA #1940 OFFC | 430.87 |
| | | | 110-02-52201-311-000 | 09/11 FD #1938 OFFC | 190.80 |
| | | | 110-03-53101-311-000 | 08/11 PW #1894 OFFC | 50.99 |
| | | | 110-05-55101-311-000 | 09/11 PA #1940 OFFC | 40.61 |
| | | | 110-02-52201-311-000 | 09/11 FD #1937 OFFC | 20.70 |
| | | | 110-03-53101-311-000 | 08/11 PW #1894 OFFC | 9.73 |
| | | | 110-05-55109-311-000 | 09/11 PA #1940 OFFC | 9.00 |
| | | | 110-03-53101-311-000 | 10/11 PW #1894 PRICI | 5.54CR |
| | | | 110-02-52201-311-000 | 10/11 FD #1937 RETN | 16.90CR |
| | | | | CHECK TOTAL | 730.26 |
| 109902 | 10/21 | AT SYSTEMS GREAT LAKES | 110-01-51201-219-000 | 10/11 CT ARMORED CAR | 297.44 |
| 109903 | 10/21 | XEROX CORPORATION | 110-02-52201-232-000 | 8/23-9/21 MAINT/SUPL | 49.25 |
| 109904 | 10/21 | BETA LIGHTING | 409-11-51004-589-000 | LED LIGHTS | 16,092.00 |
| 109905 | 10/21 | SHELBLE & HEMMER, S.C. | 110-00-21581-000-000 | 10/21/11 DEDUCTION | 121.76 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|-----------------------|----------|
| 109906 | 10/21 | T-MOBILE | 631-09-50101-226-000 | 9/8-10/7-WIRELESS CA | 42.19 |
| 109907 | 10/21 | CONCRETE SPECIALTIES CO. | 501-09-50105-355-000 | MERCHANDISE | 2,421.10 |
| 109908 | 10/21 | BENDLIN FIRE EQUIPMENT CO. | 110-02-52203-369-000 | LUG NUT COUPLING SET | 482.00 |
| 109909 | 10/21 | M B PROMOTIONS | 110-02-52110-311-000 | MINI FRISBEE FLYERS, | 725.00 |
| | | | 110-02-52110-311-000 | MINI FRISBEE FLYERS, | 679.00 |
| | | | 110-02-52110-311-000 | MINI FRISBEE FLYERS, | 500.69 |
| | | | | CHECK TOTAL | 1,904.69 |
| 109910 | 10/21 | JAMES IMAGING SYSTEMS, INC. | 110-01-50101-232-000 | 09/11 CT-OVERAGES | 798.11 |
| | | | 110-01-51701-232-000 | 7-9/11 CD-OVERAGES | 633.41 |
| | | | 110-01-51701-232-000 | 10-12/11 CD-COPIER M | 423.78 |
| | | | 110-05-55101-232-000 | 10-12/11 PA-COPIER S | 285.58 |
| | | | 110-01-51101-232-000 | 10-12/11 FN-COPIER | 284.30 |
| | | | 110-02-52101-232-000 | 10-12/11 PD-COPIER | 197.79 |
| | | | 631-09-50101-232-000 | 09/11 PW-OVERAGES | 101.26 |
| | | | 501-09-50101-232-000 | 09/11 PW-OVERAGES | 101.26 |
| | | | 110-03-53101-232-000 | 09/11 PW-OVERAGES | 101.26 |
| | | | 110-01-51101-232-000 | 7-9/11 FN-OVERAGES | 93.71 |
| | | | 110-02-52601-232-000 | 10/11 DH-MAINT AGRMT | 81.23 |
| | | | 110-01-51303-232-000 | 10/11 PE-SERVICE AGR | 72.99 |
| | | | 110-01-51301-232-000 | 10/11 AD-SERVICE AGR | 72.99 |
| | | | 631-09-50101-232-000 | 10/11 PW-COPIER SRV | 66.57 |
| | | | 501-09-50101-232-000 | 10/11 PW-COPIER SRVC | 66.57 |
| | | | 110-03-53101-232-000 | 10/11 PW-COPIER SRV | 66.56 |
| | | | 521-09-50101-232-000 | 10/11 AR-SERVICE AGR | 41.20 |
| | | | 520-09-50301-232-000 | 10/11 TD-SERVICE AGR | 37.79 |
| | | | 110-01-52001-232-000 | 10/11 MC-COPIER MAINT | 36.50 |
| | | | 110-01-50301-232-000 | 10/11 LE-COPIER MAIN | 36.50 |
| | | | 110-03-53103-232-000 | 10/11 ST-COPIER SERV | 14.72 |
| | | | 501-09-50105-232-000 | 10/11 ST-COPIER SERV | 14.71 |
| | | | 501-09-50105-232-000 | 09/11 ST-OVERAGES | 3.35 |
| | | | 110-03-53103-232-000 | 09/11 ST-OVERAGES | 3.35 |
| | | | | CHECK TOTAL | 3,635.49 |
| 109911 | 10/21 | SAM'S CLUB | 524-05-50101-397-000 | 9/11-GO MERCHANDISE | 76.40 |
| 109912 | 10/21 | NORTH AMERICAN RESCUE | 206-02-52205-318-000 | REISSUE CK #106887 | 219.14 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|------------|
| 109913 | 10/21 | LIBERTY TIRE RECYCLING SVCS | 205-03-53118-219-000 | 10/11-TIRE RECYCLING | 1,883.54 |
| 109914 | 10/21 | HUMANA CLAIMS | 611-09-50101-155-527 | 10/19/11 MED CLAIMS | 271,862.92 |
| | | | 611-09-50101-155-527 | 10/20/11 PHARMACY | 7,060.22 |
| | | | 611-09-50101-155-527 | 10/19/11 PHARMACY | 3,445.23 |
| | | | 611-09-50101-155-527 | 10/20/11 MED CLAIMS | 2,444.86 |
| | | | | CHECK TOTAL | 284,813.23 |
| 109915 | 10/21 | HILLSIDE TRUE VALUE | 110-01-51801-389-000 | 9/11-MB MISC. SUPPLI | 40.21 |
| | | | 206-02-52205-361-000 | 9/11-FD MISC. SUPPLI | 22.94 |
| | | | 501-09-50105-353-000 | 9/11-SW MISC. SUPPLI | 19.76 |
| | | | 110-03-53113-235-000 | 9/11-ST MISC. SUPPLI | 16.95 |
| | | | 206-02-52205-344-000 | 9/11-FD MISC. SUPPLI | 5.99 |
| | | | 110-02-52203-382-000 | 9/11-FD MISC. SUPPLI | 5.92 |
| | | | 524-05-50101-249-000 | 9/11-PA MISC. SUPPLI | 1.26 |
| | | | | CHECK TOTAL | 113.03 |
| 109916 | 10/21 | US CELLULAR | 110-03-53103-226-000 | 10/11 ST-CELL AIRTM | 149.56 |
| | | | 110-02-52102-226-000 | 10/11 PD-CELL AIRTM | 126.48 |
| | | | 110-02-52102-226-000 | 10/11 PD-CELL SERVC | 120.00 |
| | | | 110-01-51801-226-000 | 10/11 MB-CELL AIRTM | 73.70 |
| | | | 110-05-55109-226-000 | 10/11 PA-CELL AIRTM | 55.33 |
| | | | 110-05-55101-226-000 | 10/11 PA-CELL AIRTM | 29.15 |
| | | | 110-02-52103-226-000 | 10/11 PD-CELL AIRTM | 24.88 |
| | | | 110-02-52103-226-000 | 10/11 PD-CELL SERVC | 24.00 |
| | | | 110-02-52108-226-000 | 10/11 PD-CELL AIRTM | 23.61 |
| | | | 110-05-55102-226-000 | 10/11 PA-CELL AIRTM | 23.25 |
| | | | 110-03-53103-226-000 | 10/11 ST-CELL SERVC | 15.00 |
| | | | 110-05-55109-226-000 | 10/11 PA-CELL SERVC | 6.00 |
| | | | 110-01-51801-226-000 | 10/11 MB-CELL SERVC | 6.00 |
| | | | 205-03-53119-226-000 | 10/11 ST-CELL AIRTM | 5.63 |
| | | | 110-05-55109-226-000 | 10/11 PA-CELL SERVC | 5.45 |
| | | | 205-03-53119-226-000 | 10/11 ST-CELL SERVC | 3.00 |
| | | | 110-05-55111-226-000 | 10/11 PA-CELL SERVC | 3.00 |
| | | | 110-05-55102-226-000 | 10/11 PA-CELL SERVC | 3.00 |
| | | | 110-05-55101-226-000 | 10/11 PA-CELL SERVC | 3.00 |
| | | | 110-02-52108-226-000 | 10/11 PD-CELL SERVC | 3.00 |
| | | | 110-02-52101-226-000 | 10/11 PD-CELL SERVC | 3.00 |
| | | | 110-05-55111-226-000 | 10/11 PA-CELL AIRTM | 2.35 |
| | | | 110-02-52101-226-000 | 10/11 PD-CELL AIRTM | 1.85 |
| | | | | CHECK TOTAL | 710.24 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|-----------|
| 109917 | 10/21 | DIVERSIFIED COLLECTION SVCS | 110-00-21581-000-000 | 10/21/11 DEDUCTION | 35.30 |
| 109918 | 10/21 | MALSACK, J | 110-09-56501-259-570 | 10/11 4100 32 AV-GRS | 598.50 |
| | | | 110-09-56501-259-570 | 10/11 6806 14 AV-GRS | 95.24 |
| | | | 110-09-56501-259-570 | 10/11 4027 14 AV-GRS | 82.41 |
| | | | 110-09-56501-259-570 | 10/11 4901 22 AV-GRS | 79.09 |
| | | | 110-09-56501-259-570 | 10/11 1417 68 ST-GRS | 45.60 |
| | | | | CHECK TOTAL | 900.84 |
| 109919 | 10/21 | HOMETOWN INC. | 520-09-50106-341-000 | 10/11-TD DIESEL FUEL | 23,522.22 |
| 109920 | 10/21 | KIEFT BROTHERS INC. | 501-09-50105-359-000 | 9/11-SW STORM SEWER | 3,049.50 |
| 109921 | 10/21 | ELECTRICAL CONTRACTORS, INC | 110-05-55102-247-000 | 09/11 PA DIAMOND LIG | 2,074.12 |
| | | | 405-11-51017-589-000 | 09/11 FLAG POLE LIGH | 1,600.00 |
| | | | | CHECK TOTAL | 3,674.12 |
| 109922 | 10/21 | EDUCATIONAL CREDIT MGMT CORP | 110-00-21581-000-000 | 10/21/11 DEDUCTION | 17.77 |
| 109923 | 10/21 | DEPT WORKFORCE DEVELOPMENT | 110-00-21581-000-000 | 10/21/11 DEDUCTION | 44.61 |
| 109924 | 10/21 | DYNA EDGE | 501-09-50105-387-000 | ALKALINE DETERGENT | 3,947.40 |
| | | | 501-09-50105-387-000 | LOW PH PRESOAK | 1,453.50 |
| | | | | CHECK TOTAL | 5,400.90 |
| 109925 | 10/21 | SCHINDLER ELEVATOR CORP. | 521-09-50101-242-000 | 10-12/11-AR ELEVATOR | 117.24 |
| 109926 | 10/21 | DUECO, INC | 630-09-50101-393-000 | 09/11 SE #2889 PARTS | 129.38 |
| | | | 630-09-50101-393-000 | 09/11 SE PARTS & MAT | 69.91 |
| | | | | CHECK TOTAL | 199.29 |
| 109927 | 10/21 | HANSMANN PRINTING | 110-02-52103-311-000 | 09/11 PD-LOGS, FORMS | 199.00 |
| | | | 110-02-52201-311-000 | 09/11 FD-BUS CARDS | 42.00 |
| | | | | CHECK TOTAL | 241.00 |
| 109928 | 10/21 | AT&T | 110-01-51801-227-000 | 9/11 653-8297 | 39.67 |
| 109929 | 10/21 | FORCE AMERICA | 630-09-50101-393-000 | 09/11 SE #2446 PARTS | 142.69 |
| 109930 | 10/21 | SUTPHEN CORPORATION | 110-02-52203-344-000 | 9/11-FD TRK#7 PARTS/ | 289.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|----------|
| 109931 | 10/21 | BELLE CITY FIRE EXTINGUISHER | 110-02-52103-389-000 | 9/11-PD EXTINGUISHER | 118.40 |
| 109932 | 10/21 | PLATINUM SYSTEMS | 241-09-50101-219-000 | PROFESSIONAL SERVICE | 168.75 |
| 109933 | 10/21 | WIS SCTF | 110-00-21581-000-000 | 10/21/11 HRLY DEDUCT | 1,189.14 |
| 109934 | 10/21 | NEXTEL COMMUNICATIONS | 110-02-52109-226-000 | 9/11-PD PHONE SERVIC | 322.83 |
| 109935 | 10/21 | GRAINGER | 110-01-51801-389-000 | 10/11-MB PARTS/MATRL | 349.41 |
| | | | 521-09-50101-362-000 | 9/11-AR PARTS/MATERI | 303.63 |
| | | | | CHECK TOTAL | 653.04 |
| 109936 | 10/21 | TIME WARNER CABLE | 110-01-51102-233-000 | 10/9-11/8-BROADBAND | 74.95 |
| 109937 | 10/21 | CINTAS CORP | 632-09-50101-259-000 | 09/11 SE UNIFORM/GLO | 546.88 |
| | | | 520-09-50201-367-000 | 09/11 TD UNIFORM/GLO | 328.57 |
| | | | 110-02-52203-259-000 | 09/11 FD UNIFORM/GLO | 210.90 |
| | | | | CHECK TOTAL | 1,086.35 |
| 109938 | 10/21 | EZ PACK N SHIP ETC, INC | 520-09-50301-311-000 | 9/11-TD UPS SERVICES | 46.35 |
| | | | 110-01-51306-312-000 | 9/11-PD UPS SERVICES | 13.40 |
| | | | | CHECK TOTAL | 59.75 |
| 109939 | 10/21 | GATEWAY TECH COLLEGE | 110-02-52206-264-000 | 9/11-FD SPRING 2011 | 4,080.00 |
| | | | 110-02-52206-264-000 | 9/11-FD COURSE REGIS | 816.61 |
| | | | | CHECK TOTAL | 4,896.61 |
| 109940 | 10/21 | PROCESSWORKS INC. | 110-00-21578-000-000 | 10/18/11 CHECK REG | 1,348.25 |
| 109941 | 10/21 | AIRGAS NORTH CENTRAL | 632-09-50101-389-000 | 09/11 SE INDUSTRIAL | 131.37 |
| | | | 110-05-55109-344-000 | 09/11 PA INDUSTRIAL | 49.83 |
| | | | 206-02-52205-389-000 | 09/11 FD #3 OXYGEN C | 18.12 |
| | | | 521-09-50101-344-000 | 09/11 AR INDUSTRIAL | 13.59 |
| | | | | CHECK TOTAL | 212.91 |
| 109942 | 10/21 | JANI-KING OF MILWAUKEE | 633-09-50101-243-000 | 10/11-LI JANITORIAL | 1,084.00 |
| 109943 | 10/21 | RED THE UNIFORM TAILOR | 110-02-52206-367-000 | 09/11 FIRE UNIFORMS | 942.50 |
| | | | 110-02-52103-367-000 | 09/11 POLICE UNIFORM | 559.92 |
| | | | 110-02-52103-367-000 | 09/11 POLICE UNIFORM | 249.00 |
| | | | 110-02-52103-367-000 | 09/11 POLICE UNIFORM | 182.89 |
| | | | 110-02-52206-367-000 | 09/11 FIRE UNIFORMS | 140.00 |
| | | | 110-02-52103-367-000 | 10/11 POLICE UNIFORM | 140.00 |
| | | | 110-02-52206-367-000 | 09/11 FIRE UNIFORMS | 81.00 |
| | | | 110-02-52103-367-000 | 09/11 POLICE UNIFORM | 40.95 |
| | | | 110-02-52103-367-000 | 09/11 POLICE UNIFORM | 21.90 |
| | | | | CHECK TOTAL | 2,358.16 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|----------|
| 109944 | 10/21 | AVI MIDWEST LLC | 110-01-50101-235-000 | MAINTENANCE CONTRACT | 3,300.00 |
| 109945 | 10/21 | KENOSHA GROUNDS CARE | 110-05-55102-249-000 | IRRIGATION REPAIR | 155.00 |
| 109946 | 10/21 | STONERIVER PHARMACY SOLUTION | 110-09-56405-161-000 | 9/14/11 W/C | 6.62 |
| 109947 | 10/21 | KARR, RICHARD, M.D.,S.C. | 110-09-56405-161-000 | 8/29/11 W/C | 1,320.00 |
| | | | 110-09-56405-161-000 | 10/4/11 W/C | 130.00 |
| | | | | CHECK TOTAL | 1,450.00 |
| 109948 | 10/21 | SMITH, MATTHEW | 110-00-46394-000-000 | REISSUE CK #108965 | 30.00 |
| 109949 | 10/21 | KUNZ, JOSHUA | 110-09-56405-166-000 | PPD INSTALLMENT | 1,265.33 |
| 109950 | 10/26 | BLAST SHOP | 110-05-55109-249-000 | BLAST & COAT GATE | 17.00 |
| 109951 | 10/26 | CLERK OF CIRCUIT COURT | 110-01-50301-219-000 | 14 SMALL CLAIMS | 1,323.00 |
| 109952 | 10/26 | KENOSHA CO HEALTH DIVISION | 256-06-50559-259-000 | #5334379 3RD QTR EXP | 6,980.16 |
| | | | 252-06-50559-259-000 | #5334379 3RD QTR EXP | 738.79 |
| | | | | CHECK TOTAL | 7,718.95 |
| 109953 | 10/26 | CARDINAL HEALTH | 206-02-52205-318-000 | 10/11 FD MEDICAL SUP | 281.42 |
| | | | 206-02-52205-318-000 | 10/11 FD MEDICAL SUP | 262.61 |
| | | | 206-02-52205-318-000 | 10/11 FD MEDICAL SUP | 112.84 |
| | | | 206-02-52205-318-000 | 10/11 FD MEDICAL SUP | 84.03 |
| | | | 206-02-52205-318-000 | 10/11 FD MEDICAL SUP | 62.90 |
| | | | 206-02-52205-318-000 | 10/11 FD MEDICAL SUP | 6.29 |
| | | | | CHECK TOTAL | 810.09 |
| 109954 | 10/26 | UNITED HOSPITAL SYSTEMS INC | 110-02-52101-219-000 | 10/11 11-142682 LAB | 99.20 |
| | | | 110-02-52101-219-000 | 10/11 11-146263 LAB | 49.60 |
| | | | | CHECK TOTAL | 148.80 |
| 109955 | 10/26 | M A TRUCK PARTS | 110-02-52203-344-000 | 9/11-FD MATERIALS/SU | 358.14 |
| | | | 206-02-52205-344-000 | 9/11-FD MATERIALS/SU | 253.04 |
| | | | 110-05-55109-344-000 | 9/11-PA MATERIALS/UP | 38.96 |
| | | | | CHECK TOTAL | 650.14 |
| 109956 | 10/26 | SHERWIN WILLIAMS CO. | 521-09-50101-246-000 | 9/11-AR PAINT/SUPPLI | 29.90 |
| | | | 521-09-50101-249-000 | 9/11-AR PAINT/SUPPLI | 20.63 |
| | | | | CHECK TOTAL | 50.53 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|---|---|
| 109957 | 10/26 | AMERICAN PLANNING ASSOC | 110-01-51701-323-000 | J LABAHN MEMBERSHIP | 470.00 |
| 109958 | 10/26 | WINGFOOT COMMERCIAL TIRE | 630-09-50101-393-000 520-09-50106-346-000 | 09/11 CE TIRES/TUBES 09/11 TIRE REPAIR SE CHECK TOTAL | 17,695.25 272.76 17,968.01 |
| 109959 | 10/26 | SIMPLEX GRINNELL | 520-09-50201-344-000 520-09-50201-347-000 | EXTINGUISHER MAINT. FIRE EXTINGUISHER CHECK TOTAL | 945.60 81.80 1,027.40 |
| 109960 | 10/26 | TRAFFIC & PARKING CONTROL CO | 520-09-50401-249-000 | STREETCAR SIGNS | 302.11 |
| 109961 | 10/26 | VULCAN MATERIALS COMPANY | 501-09-50105-354-000 | 09/11 AGGREGATE MATE | 6,609.18 |
| 109962 | 10/26 | WIS DEPT OF REVENUE | 110-00-21512-000-000 | 10/1-15/11 DEDUCTS | 110,032.41 |
| 109963 | 10/26 | WE ENERGIES | 110-03-53109-221-000 110-03-53109-221-000 110-02-52203-221-000 110-03-53109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-03-53109-221-000 110-03-53109-221-000 110-02-52203-221-000 110-03-53109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53103-221-000 110-03-53116-221-000 110-05-55109-221-000 110-05-55102-221-000 110-03-53109-221-000 110-01-51802-221-000 110-02-52203-222-000 110-01-51802-222-000 110-05-55102-221-000 110-05-55109-221-000 110-05-55109-221-000 110-02-52203-222-000 110-05-55109-221-000 110-05-55109-221-000 632-09-50101-221-000 110-05-55109-221-000 110-03-53109-221-000 519-09-50106-221-000 110-05-55109-221-000 110-05-55109-221-000 | #41 09/15-10/13 #41 09/13-10/12 #41 09/08-10/10 #41 09/16-10/13 #41 09/11-10/10 #41 09/08-10/09 #41 09/07-10/06 #41 09/14-10/13 #41 09/14-10/12 #41 09/15-10/12 #41 09/11-10/10 #41 08/17-09/19 #41 09/14-10/13 #41 09/13-10/12 #41 09/08-10/29 #41 09/14-10/13 #41 09/12-10/11 #41 09/13-10/12 #41 09/08-10/09 #41 3712 50TH ST #41 09/08-10/09 #41 3712 50TH ST #41 09/12-10/11 #41 09/08-10/07 #41 09/09-10/11 #41 09/11-10/10 #41 09/07-10/06 #41 09/14-10/13 #41 09/15-10/14 #41 09/15-10/16 #41 09/08-10/09 #41 09/16-10/17 #41 08/09-10/09 | 1,236.97 944.40 866.60 777.22 723.30 606.17 509.76 429.42 406.52 392.45 379.47 339.55 292.83 262.25 205.77 181.88 146.09 145.25 132.25 106.69 97.87 96.23 78.43 68.55 63.38 56.88 42.74 38.52 29.70 28.52 26.73 19.66 18.48 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|------------|
| | | | 110-05-55102-221-000 | #41 09/12-10/11 | 15.00 |
| | | | 110-01-51802-222-000 | #41 912 35-PEPSI | 14.01 |
| | | | 110-05-55109-222-000 | #41 09/08-10/09 | 3.39 |
| | | | | CHECK TOTAL | 9,782.93 |
| 109964 | 10/26 | PAYNE & DOLAN INC. | 110-03-53103-355-000 | 9/11-ST ASPHALT MATE | 452.73 |
| 109965 | 10/26 | REINDERS INC. | 110-05-55109-344-000 | 9/11-PA PARTS/SERVIC | 278.48 |
| | | | 524-05-50101-344-000 | 9/11-PA PARTS/SERVIC | 142.95 |
| | | | 110-05-55102-249-000 | 9/11-PA PARTS/SERVIC | 63.00 |
| | | | 110-05-55109-344-000 | 9/11-PA PARTS/SERVIC | 43.56 |
| | | | | CHECK TOTAL | 527.99 |
| 109966 | 10/26 | WEST GROUP | 110-01-50301-322-000 | 9/11-LE ONLINE MATER | 715.65 |
| 109967 | 10/26 | WIS FUEL & HEATING INC | 630-09-50101-393-000 | 10/11 CE LUBRICANTS/ | 131.75 |
| 109968 | 10/26 | FELD BODY SHOP ROLF INC. | 520-09-50201-344-000 | PAINT BODY PANELS | 504.00 |
| 109969 | 10/26 | CHASE BANK KENOSHA | 761-00-21513-000-000 | 09/11 KCM DEDUCTS | 608.00 |
| | | | 761-09-50101-158-000 | 09/11 KCM DEDUCTS | 382.93 |
| | | | 761-00-21511-000-000 | 09/11 KCM DEDUCTS | 259.40 |
| | | | 761-00-21514-000-000 | 09/11 KCM DEDUCTS | 89.56 |
| | | | 761-09-50101-158-000 | 09/11 KCM DEDUCTS | 89.55 |
| | | | | CHECK TOTAL | 1,429.44 |
| 109970 | 10/26 | LEXISNEXIS EXPRESS SCREENING | 110-01-51303-219-000 | 08/11 SERVICE | 24.95 |
| 109971 | 10/26 | WIS DEPT OF JUSTICE | 520-09-50301-219-000 | 9/11 SERVICES | 42.00 |
| | | | 110-01-51303-219-000 | 9/11 SERVICES | 7.00 |
| | | | | CHECK TOTAL | 49.00 |
| 109972 | 10/26 | CHEMSEARCH | 630-09-50101-393-000 | 10/11 SE MATERIALS | 294.27 |
| 109973 | 10/26 | LALONDE CONTRACTORS INC | 409-11-51111-589-000 | EST 5-39TH AVE RECON | 125,866.84 |
| 109974 | 10/26 | BANE-NELSON, INC. | 409-00-13109-000-000 | 10/11 STORAGE | 150.00 |
| 109975 | 10/26 | BACCHUS BILLIARDS | 110-00-44507-000-000 | CABARET LICENSE | 25.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|----------|
| 109976 | 10/26 | PETCO | 213-09-50101-381-000 | 9/11-EDY PET FOOD/SU | 66.69 |
| | | | 213-09-50101-381-000 | 9/11-CHICO PET FOOD/ | 30.98 |
| | | | | CHECK TOTAL | 97.67 |
| 109977 | 10/26 | NAPA AUTO PARTS CO. | 630-09-50101-393-000 | 9/11-CE PARTS/FILTER | 3,058.84 |
| | | | 206-02-52205-344-000 | 9/11-FD PARTS/FILTER | 496.17 |
| | | | 110-02-52203-344-000 | 9/11-FD PARTS/FILTER | 269.49 |
| | | | 110-05-55109-344-000 | 9/11-PA PARTS/FILTER | 130.51 |
| | | | 110-03-53103-344-000 | 9/11-ST PARTS/FILTER | 88.32 |
| | | | 524-05-50101-344-000 | 9/11-GO PARTS/FILTER | 87.45 |
| | | | 110-03-53103-389-000 | 9/11-ST PARTS/FILTER | 81.14 |
| | | | 110-02-52203-246-000 | 9/11-FD PARTS/FILTER | 66.01 |
| | | | 110-02-52204-344-000 | 9/11-FD PARTS/FILTER | 63.04 |
| | | | 110-03-53113-389-000 | 9/11-ST PARTS/FILTER | 25.87 |
| | | | 110-03-53116-382-000 | 9/11-WA PARTS/FILTER | 25.73 |
| | | | 520-09-50201-317-000 | 9/11-TD PARTS/FILTER | 23.97 |
| | | | 520-09-50201-347-000 | 9/11-TD PARTS/FILTER | 16.06 |
| | | | 110-03-53116-361-000 | 9/11-WA PARTS/FILTER | 14.62 |
| | | | | CHECK TOTAL | 4,447.22 |
| 109978 | 10/26 | REGISTRATION FEE TRUST | 110-03-53116-311-000 | REPLACE TITLE #2557 | 20.00 |
| 109979 | 10/26 | PITNEY BOWES | 110-01-51306-311-000 | 9/11-CT SUPPLIES MAI | 101.99 |
| 109980 | 10/26 | JAMES IMAGING SYSTEMS, INC. | 632-09-50101-311-000 | 10/11 SE-TONER | 53.68 |
| 109981 | 10/26 | PAGEL HYDRAULIC SERVICE | 630-09-50101-393-000 | 09/11 #2991 SERVICES | 425.00 |
| 109982 | 10/26 | US CELLULAR | 206-02-52205-226-000 | 10/11 FD-CELL SERVC | 134.55 |
| | | | 206-02-52205-226-000 | 10/11 FD-CELL AIRTM | 53.04 |
| | | | 205-03-53118-226-000 | 10/11 WA-CELL AIRTM | 4.06 |
| | | | 520-09-50401-227-000 | 10/11 TD-CELL SERVC | 3.00 |
| | | | 205-03-53118-226-000 | 10/11 WA-CELL SERVC | 3.00 |
| | | | 520-09-50401-227-000 | 10/11 TD-CELL AIRTM | .74 |
| | | | | CHECK TOTAL | 198.39 |
| 109983 | 10/26 | CUMMINS NPOWER, LLC | 520-09-50201-347-000 | 09/11 TD PARTS/SERVI | 427.45 |
| | | | 520-09-50201-347-000 | 09/11 TD PARTS/SERVI | 24.68 |
| | | | 520-09-50201-347-000 | 09/11 TD PARTS/SERVI | 6.31 |
| | | | 520-09-50201-347-000 | 09/11 TD CREDIT | 75.61CR |
| | | | | CHECK TOTAL | 382.83 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|-----------|
| 109984 | 10/26 | WASTE MANAGEMENT OF WI | 110-03-53117-253-416 | 10/11 1003.64 TONS | 22,080.08 |
| | | | 110-03-53117-253-416 | 10/11 WDNR TONNAGE | 13,047.32 |
| | | | 110-03-53117-253-417 | 10/11 144.38 TONS | 3,176.36 |
| | | | 110-03-53117-253-417 | 10/11 18 PULLS | 2,844.00 |
| | | | 110-03-53117-253-417 | 10/11 WDNR TONNAGE | 1,876.94 |
| | | | 501-09-50104-253-000 | 10/11 68.90 TONS | 1,521.74 |
| | | | 110-03-53117-253-416 | 10/11 FUEL SURCHARGE | 1,512.84 |
| | | | 501-09-50104-253-000 | 10/11 WDNR TONNAGE | 895.70 |
| | | | 110-03-53117-253-417 | 10/11 FUEL SURCHARGE | 414.73 |
| | | | 110-03-53117-253-416 | 10/11 ENVIRO SURCHG | 282.00 |
| | | | 110-03-53117-253-417 | 10/11 ENVIRO SURCHG | 108.00 |
| | | | 501-09-50104-253-000 | 10/11 FUEL SURCHARGE | 107.95 |
| | | | 501-09-50104-253-000 | 10/11 ENVIRO SURCHG | 78.00 |
| | | | | CHECK TOTAL | 47,945.66 |
| 109985 | 10/26 | GFOA | 411-11-51101-532-000 | ERP CONSULT TASK#1 | 3,800.00 |
| 109986 | 10/26 | VIDACARE CORPORATION | 206-02-52205-318-000 | 9/11-FD NEEDLES | 296.07 |
| 109987 | 10/26 | INDEPENDENT INSPECTIONS LTD | 110-02-52601-219-000 | 9/11-INSPECTION SERV | 900.00 |
| 109988 | 10/26 | HOMETOWN INC. | 520-09-50106-341-000 | 10/11-TD DIESEL FUEL | 24,685.05 |
| 109989 | 10/26 | B & L OFFICE FURNITURE | 110-02-52201-362-000 | FILE CABINETS | 474.50 |
| | | | 110-02-52201-362-000 | REPLACEMENT HANDLES | 27.00 |
| | | | | CHECK TOTAL | 501.50 |
| 109990 | 10/26 | REGISTER OF DEEDS | 631-09-50101-311-000 | DOCUMENT COPIES | 7.00 |
| 109991 | 10/26 | AUTUMN SUPPLY | 520-09-50401-246-000 | 10/11 TD PARTS AND M | 405.20 |
| | | | 520-09-50201-246-000 | 10/11 TD PARTS AND M | 372.84 |
| | | | | CHECK TOTAL | 778.04 |
| 109992 | 10/26 | CREATIVE ADVERTISING, LLC | 722-00-21989-000-000 | FULL VEHICLE WRAP | 1,500.00 |
| 109993 | 10/26 | JC PLAZA HOTEL & CONFERENCE | 783-00-21995-000-000 | 3 OFFCRS 10/02-05 | 630.00 |
| 109994 | 10/26 | STEPP EQUIPMENT CO. | 630-09-50101-393-000 | 9/11-SE PARTS/MATERI | 38.59 |
| 109995 | 10/26 | STATE BAR OF WISCONSIN | 110-01-50301-264-000 | M KNIGHT-RENEWAL | 549.00 |
| | | | 110-01-50301-264-000 | ANTARAMIAN-RENEWAL | 549.00 |
| | | | | CHECK TOTAL | 1,098.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-------------------------------|----------------------|----------------------|----------|
| 109996 | 10/26 | MENARDS (KENOSHA) | 110-02-52203-382-000 | 9/11-FD#7 MERCHANDIS | 118.92 |
| | | | 110-05-55109-246-000 | 10/11-PA MERCHANDISE | 96.36 |
| | | | 110-03-53116-361-000 | 10/11-WA MERCHANDISE | 77.44 |
| | | | 110-05-55103-353-000 | 9/11-PA MERCHANDISE | 74.90 |
| | | | 110-01-51801-389-000 | 9/11-MB MERCHANDISE | 62.57 |
| | | | 110-03-53110-361-000 | 9/11-ST MERCHANDISE | 54.90 |
| | | | 524-05-50101-249-000 | 9/11-GO MERCHANDISE | 47.00 |
| | | | 110-01-50901-311-000 | 9/11-AS MERCHANDISE | 36.52 |
| | | | 520-09-50202-246-000 | 9/11-TD MERCHANDISE | 33.79 |
| | | | 110-03-53110-389-000 | 9/11-ST MERCHANDISE | 32.35 |
| | | | 110-02-52203-246-000 | 9/11-FD#4 MERCHANDIS | 26.88 |
| | | | 110-03-53103-361-000 | 9/11-ST MERCHANDISE | 15.97 |
| | | | 110-02-52203-357-000 | 9/11-FD#7 MERCHANDIS | 12.99 |
| | | | 110-02-52203-246-000 | 9/11-FD#4 MERCHANDIS | .63 |
| | | | | CHECK TOTAL | 691.22 |
| 109997 | 10/26 | ARMANDO'S COLLISION CNTR, INC | 110-02-52103-711-000 | REPAIR SQUAD 3031 | 1,085.60 |
| 109998 | 10/26 | DELL COMPUTERS | 403-11-51114-519-000 | COMPUTERS | 7,495.00 |
| | | | 403-11-51114-519-000 | MONITORS | 375.56 |
| | | | | CHECK TOTAL | 7,870.56 |
| 109999 | 10/26 | PREVOST CAR (US) INC | 520-09-50201-347-000 | 09/11 BUS PARTS | 206.10 |
| 110000 | 10/26 | ALL KOOL RADIATOR REPAIR | 520-09-50201-344-000 | 10/11 TD RADIATOR SE | 1,578.65 |
| | | | 630-09-50101-393-000 | 09/11 SE RADIATOR RE | 517.50 |
| | | | | CHECK TOTAL | 2,096.15 |
| 110001 | 10/26 | ENTRANCE SYSTEMS | 521-09-50101-249-000 | 09/11 AR GATE REPAIR | 141.00 |
| 110002 | 10/26 | ACCURINT | 110-02-52101-219-000 | 9/11 SEARCHES/LOCATE | 92.75 |
| 110003 | 10/26 | GATEWAY TECH COLLEGE | 110-02-52206-264-000 | STEIDTMAN/JOHNSON | 160.00 |
| | | | 110-02-52206-264-000 | Z BROKAW INV#51114 | 80.00 |
| | | | | CHECK TOTAL | 240.00 |
| 110004 | 10/26 | SCHMITT PROTECTIVE SERVICES | 110-01-51801-246-000 | 09/11 SECURITY CHECK | 56.00 |
| 110005 | 10/26 | BUSCHE, JUDY LLC | 110-01-50301-219-000 | 09/11 LE SERVICES OF | 244.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-------------------------------|----------------------|----------------------|----------|
| 110006 | 10/26 | GILLIG CORPORATION | 520-09-50201-347-000 | MISC. BUS PARTS | 2,757.52 |
| | | | 520-09-50201-347-000 | 10/11-TD BUS PARTS | 10.92 |
| | | | | CHECK TOTAL | 2,768.44 |
| 110007 | 10/26 | SAFEWAY PEST CONTROL CO., INC | 110-02-52203-246-000 | 9/11-FD EXTERMINATIN | 161.00 |
| | | | 521-09-50101-246-000 | 9/11-AR EXTERMINATIN | 70.00 |
| | | | 520-09-50202-246-000 | 9/11-TD EXTERMINATIN | 55.00 |
| | | | 521-09-50101-246-000 | 9/11-AR EXTERMINATIN | 50.00 |
| | | | 110-01-51801-246-000 | 9/11-MB EXTERMINATIN | 32.00 |
| | | | 110-05-55109-246-000 | 9/11-PA EXTERMINATIN | 26.00 |
| | | | 110-03-53116-246-000 | 9/11-WA EXTERMINATIN | 25.00 |
| | | | 520-09-50401-246-000 | 9/11-TD EXTERMINATIN | 24.00 |
| | | | 520-09-50202-246-000 | 9/11-TD EXTERMINATIN | 24.00 |
| | | | 110-02-52110-246-000 | 9/11-PD EXTERMINATIN | 23.00 |
| | | | | CHECK TOTAL | 490.00 |
| 110008 | 10/26 | FOX VALLEY CHEMICAL CO | 110-02-52203-382-000 | 09/11 FD #4 CONSUMAB | 323.40 |
| 110009 | 10/26 | AIRGAS NORTH CENTRAL | 520-09-50201-317-000 | 10/11 TD-INDSTL GAS | 384.76 |
| | | | 632-09-50101-389-000 | 10/11 SE-INDSTL GAS | 182.53 |
| | | | 206-02-52205-389-000 | 10/11 FD#3 OXYGEN CL | 85.32 |
| | | | 206-02-52205-318-000 | 10/11 FD#4 OXYGEN CY | 80.53 |
| | | | 206-02-52205-389-000 | 9/11 FD#5 OXYGEN CYL | 69.83 |
| | | | 520-09-50201-317-000 | 9/11 RD-INDSTRL GAS | 54.36 |
| | | | 206-02-52205-389-000 | 9/11 FD#4 OXYGEN CYL | 49.83 |
| | | | 206-02-52205-389-000 | 9/11 FD#7 OXYGEN CYL | 22.65 |
| | | | 206-02-52205-344-000 | 9/11 FD#4 OXYGEN CYL | 22.65 |
| | | | 206-02-52205-389-000 | 9/11 FD#5 OXYGEN CYL | 18.12 |
| | | | 206-02-52205-344-000 | 9/11 FD-OXYGEN CYLND | 18.12 |
| | | | | CHECK TOTAL | 988.70 |
| 110010 | 10/26 | GRAEF | 405-11-50707-589-000 | 9/11 ARCHITECHT SRVC | 919.16 |
| | | | 405-11-50707-589-000 | 9/11 AMENDMENT/AGRMT | 356.34 |
| | | | | CHECK TOTAL | 1,275.50 |
| 110011 | 10/26 | CLARK DIETZ, INC | 409-11-50903-219-000 | 9/11 CONSTR MNGMNT | 1,190.00 |
| 110012 | 10/26 | AURORA HEALTH CARE | 206-02-52205-318-000 | 09/11 FD DRUG PURCHA | 1,048.51 |
| 110013 | 10/26 | WENDORF, CAROL | 110-00-21905-000-000 | BEACHHOUSE 10/16/11 | 100.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|--------------------------|----------------------|----------------------|----------|
| 110014 | 10/26 | HOLIDAY INN EXPRESS | 110-02-52107-263-000 | 9/14-15 3 OFFCRS | 154.00 |
| 110015 | 10/26 | SCHMITZ, JANET | 110-00-21905-000-000 | BEACHHOUSE 10/14/11 | 300.00 |
| 110016 | 10/26 | GNC HOOK LLC | 110-00-44507-000-000 | CABARET LICENSE | 225.00 |
| 110017 | 10/26 | TOSTRUD, ELIZABETH | 110-00-21905-000-000 | ORIBILETTI 10/8/11 | 100.00 |
| 110018 | 10/26 | BUELOW, VETTER, BUIKEMA, | 110-01-51303-212-000 | 09/11 SERVICES | 1,354.00 |
| | | | 110-01-51001-212-000 | 09/11 SERVICES | 662.50 |
| | | | | CHECK TOTAL | 2,016.50 |
| 110019 | 10/26 | SPRINGLEAF FINANCIAL | 110-00-21109-000-000 | OVERPAY SPEC ASSESS | 4.13 |
| 110020 | 10/26 | HEIRING, JENNIFER | 110-00-21109-000-000 | OVERPAY SPEC ASSESS | 3.56 |
| 110021 | 10/26 | ORTIZ, ARELY | 110-00-21905-000-000 | ORIBILETTI 10/16/11 | 100.00 |
| 110022 | 10/26 | DELCAMPO, CAROLINA | 110-00-21905-000-000 | ORIBILETTI-10/15/11 | 100.00 |
| 110023 | 10/26 | BECKER, CHRISTINE | 110-00-44709-000-000 | BARTENDER LICENSE | 50.00 |
| 110024 | 10/26 | LOCKABY, KENDEE D | 110-00-44709-000-000 | BARTENDER LICENSE | 50.00 |
| 110025 | 10/26 | SWITZER, SHANE M | 110-00-44709-000-000 | BARTENDER LICENSE | 50.00 |
| 110026 | 10/26 | SINCOCK, RICHARD | 110-00-46394-000-000 | 2 APPLIANCE STICKERS | 30.00 |
| 110027 | 10/26 | HAFFERMAN, ROBERT | 110-00-46394-000-000 | 2 APPLIANCE STICKERS | 30.00 |
| 110028 | 10/26 | COX, THEONITA | 110-02-52204-263-000 | 9/27/11 STEVENS PT | 25.00 |
| 110029 | 10/26 | BUCK, WAYDE B | 521-09-50101-261-000 | 09/11 239 MILES | 132.65 |
| | | | 521-09-50101-261-000 | 08/11 219 MILES | 121.55 |
| | | | | CHECK TOTAL | 254.20 |
| 110030 | 10/26 | BALL, DOUGLAS J. | 110-02-52103-344-000 | CAPSULE HALOGEN | 15.81 |
| 110031 | 10/26 | STRUPP, WILLIAM | 520-09-50101-367-000 | 2011 UNIFORM ALLOW | 100.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------|----------------------|----------------------|----------|
| 110032 | 10/26 | MACCARI, EDO J. | 110-02-52102-367-000 | 2011 CLOTHING ALLOW | 400.00 |
| 110033 | 10/26 | BEDNAR, ROBERT W | 110-03-53116-389-000 | 10/12/11 CHEBANSE | 43.15 |
| 110034 | 10/26 | SCHROEDER, KENNETH A. | 110-02-52206-263-000 | 10/11-12/11 MADISON | 50.00 |
| 110035 | 10/26 | DRAKE, DARLENE A. | 110-01-51303-261-000 | 10/11 65 MILES | 36.08 |
| 110036 | 10/26 | PACE, JERRY | 110-09-56405-166-000 | ADD'L PRESCRIPT EXP | 162.00 |
| 110037 | 10/26 | RYAN, PATRICK | 110-02-52204-263-000 | 9/27/11 STEVENS PT | 95.84 |
| | | | 110-02-52203-341-000 | 9/27/11 STEVENS PT | 27.57 |
| | | | | CHECK TOTAL | 123.41 |
| 110038 | 10/26 | DESCHLER, STEVEN H. | 110-02-52107-263-000 | 9/19-20 FRANKLIN | 16.00 |
| | | | 110-02-52107-263-000 | 9/22/11 FRANKLIN | 8.00 |
| | | | | CHECK TOTAL | 24.00 |
| 110039 | 10/26 | BILLINGSLEY, SHELLY | 501-09-50101-261-000 | 10/12-14/11 DETROIT | 409.84 |
| | | | 501-09-50101-263-000 | 10/12-14/11 DETROIT | 365.12 |
| | | | | CHECK TOTAL | 774.96 |
| 110040 | 10/26 | SHERWOOD, ERIC | 520-09-50101-367-000 | 2011 UNIFORM ALLOW | 93.05 |
| 110041 | 10/26 | PETERSON, JULIE | 110-09-56405-166-000 | 10/09-22 PENALTY | 244.50 |
| 110042 | 10/26 | THOMSEN, JOHN | 110-02-52201-261-000 | 9/28-30/11 GREEN BAY | 172.26 |
| 110043 | 10/26 | CLARK, KAREN | 520-09-50101-367-000 | 2011 UNIFORM ALLOW | 10.53 |
| 110044 | 10/26 | SANTELLI, GUY | 110-02-52204-263-000 | 9/27/11 STEVENS PT | 25.00 |
| 110045 | 10/28 | BLAST SHOP | 110-05-55109-249-000 | BENCH REPAIR | 310.00 |
| 110046 | 10/28 | BINDELLI BROTHERS, INC | 110-09-56501-259-569 | 10/11 7401 41 AVE | 375.30 |
| | | | 110-09-56501-259-569 | 10/11 1413 61 ST | 344.12 |
| | | | 110-09-56501-259-569 | 09/11 1023 58 ST | 286.12 |
| | | | 110-09-56501-259-569 | 10/11 75 ST & 7 AVE | 196.00 |
| | | | 110-09-56501-259-569 | 09/11 704 75 ST BOAR | 150.00 |
| | | | 110-09-56501-259-569 | 10/11 1516 69 ST | 90.00 |
| | | | 110-09-56501-259-569 | 10/11 2023 61 ST | 90.00 |
| | | | 110-09-56501-259-569 | 09/11 4608 24 AVE | 90.00 |
| | | | 110-09-56501-259-569 | 10/11 3904 14 AVE | 63.30 |
| | | | | CHECK TOTAL | 1,684.84 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|----------------------------|----------------------|----------------------|-----------|
| 110047 | 10/28 | RNOW, INC. | 630-09-50101-393-000 | 10/11 PARTS/MATERIAL | 1,828.08 |
| | | | 630-09-50101-393-000 | 09/11 RETURN | 244.67CR |
| | | | 630-09-50101-393-000 | 10/11 RETURN | 399.48CR |
| | | | | CHECK TOTAL | 1,183.93 |
| 110048 | 10/28 | CHESTER ELECTRONICS SUPPLY | 110-02-52203-369-000 | 10/11 FD PARTS & MAT | 63.97 |
| | | | 110-02-52203-369-000 | 10/11 FD PARTS & MAT | 21.00 |
| | | | 110-03-53109-375-000 | 10/11 PARTS & MATERI | 5.90 |
| | | | | CHECK TOTAL | 90.87 |
| 110049 | 10/28 | ICMA RETIREMENT TRUST | 110-00-21572-000-000 | 10/16-31/11 CONTRIBS | 50,607.78 |
| 110050 | 10/28 | ICMA RETIREMENT TRUST | 110-00-21599-000-000 | 10/16-31/11 CONTRIBS | 4,065.00 |
| 110051 | 10/28 | INTERSTATE ELECTRIC SUPPLY | 110-03-53109-375-000 | 10/11-ST ELECTRICAL | 104.36 |
| | | | 521-09-50101-375-000 | 10/11-AR ELECTRICAL | 94.75 |
| | | | 521-09-50101-375-000 | 10/11-AR ELECTRICAL | 53.51 |
| | | | 521-09-50101-375-000 | 10/11-AR ELECTRICAL | 45.28 |
| | | | 110-03-53109-375-000 | 10/11-ST ELECTRICAL | 33.00 |
| | | | 110-03-53109-375-000 | 10/11-ST ELECTRICAL | 30.93 |
| | | | 110-03-53109-344-000 | 9/11-FD ELECTRICAL S | 16.41 |
| | | | 110-03-53109-375-000 | 10/11-ST ELECTRICAL | 8.05 |
| | | | 110-03-53109-375-000 | 10/11-ST ELECTRICAL | 6.55 |
| | | | 520-09-50201-249-000 | 9/11-TD ELECTRICAL S | 5.19 |
| | | | 501-09-50105-344-000 | 10/11-SW ELECTRICAL | 3.63 |
| | | | 110-03-53109-344-000 | 9/11-FD ELECTRICAL S | 3.28 |
| | | | 110-03-53109-344-000 | 9/11-FD ELECTRICAL S | .43 |
| | | | | CHECK TOTAL | 405.37 |
| 110052 | 10/28 | LAKESIDE STEEL & MFG. CO. | 630-09-50101-393-000 | 9/11-CE#2446 LABOR/M | 1,182.22 |
| 110053 | 10/28 | KENOSHA CITY EMPLOYEE'S | 110-00-21562-000-000 | 10/31/11 DEDUCTS | 59,005.82 |
| 110054 | 10/28 | KENOSHA CITY EMPLOYEE'S | 110-00-21562-000-000 | 10/28/11 CITY HRLY | 14,529.19 |
| | | | 110-00-21562-000-000 | 10/28/11 WATER HRLY | 4,112.60 |
| | | | 110-00-21562-000-000 | 10/28/11 MUSEUM HRLY | 205.00 |
| | | | | CHECK TOTAL | 18,846.79 |
| 110055 | 10/28 | KENOSHA CITY EMPLOYEE'S | 110-00-21553-000-000 | 10/31/11 SAL DEDUCTS | 271.48 |
| 110056 | 10/28 | KENOSHA CITY EMPLOYEE'S | 110-00-21553-000-000 | 10/28/11 HRLY DEDUCT | 517.27 |
| | | | 110-00-21553-000-000 | 10/28/11 HRLY DEDUCT | 259.14 |
| | | | 110-00-21553-000-000 | 10/28/11 HRLY DEDUCT | 28.09 |
| | | | | CHECK TOTAL | 804.50 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|-----------|
| 110057 | 10/28 | UNITED WAY OF KENOSHA COUNTY | 110-00-21541-000-000 | 10/28/11 CITY HRLY | 104.41 |
| | | | 110-00-21541-000-000 | 10/28/11 WATER HRLY | 49.20 |
| | | | 110-00-21541-000-000 | 10/28/11 MUSEUM HRLY | 10.00 |
| | | | | CHECK TOTAL | 163.61 |
| 110058 | 10/28 | LABOR PAPER, THE | 110-01-50101-321-000 | 09/11 1ST READ ORDS | 25.78 |
| 110059 | 10/28 | UNITED HOSPITAL SYSTEMS INC | 110-09-56405-161-000 | 9/12/11 W/C | 595.49 |
| | | | 110-09-56405-161-000 | 9/12/11 W/C | 595.49 |
| | | | | CHECK TOTAL | 1,190.98 |
| 110060 | 10/28 | KENOSHA NEWS | 110-01-51303-326-000 | 9/11-PE CURATOR 1 CL | 168.40 |
| | | | 110-01-51303-326-000 | 9/11-DIR OF PW CLASS | 149.96 |
| | | | 110-01-51303-326-000 | 9/11-PE EQUIPMENT CL | 70.51 |
| | | | | CHECK TOTAL | 388.87 |
| 110061 | 10/28 | KENOSHA POLICE & FIREMEN'S | 110-00-21563-000-000 | 10/31/11 SAL DEDUCTS | 90,909.00 |
| 110062 | 10/28 | BADGER TRUCK CENTER | 630-09-50101-393-000 | 10/11 SE #2716 PARTS | 172.44 |
| | | | 630-09-50101-393-000 | 10/11 SE #2235 PARTS | 25.90 |
| | | | | CHECK TOTAL | 198.34 |
| 110063 | 10/28 | ENGINE SERVICE | 630-09-50101-393-000 | CARBURETOR | 335.33 |
| 110064 | 10/28 | WE ENERGIES | 286-06-50213-259-000 | #5337998 - UTILITIES | 53.89 |
| | | | 283-06-50208-259-000 | #5337972-UTILITIES | 48.18 |
| | | | 286-06-50205-259-000 | #5337965 - UTILITIES | 43.77 |
| | | | 262-06-50302-259-000 | #5338267 - UTILITIES | 41.90 |
| | | | 286-06-50212-259-000 | #5338022 - UTILITIES | 34.65 |
| | | | 286-06-50213-259-000 | #5337997 - UTILITIES | 27.34 |
| | | | 286-06-50203-259-000 | #5338007 - UTILITIES | 26.06 |
| | | | 286-06-50210-259-000 | #5337986 - UTILITIES | 25.33 |
| | | | 286-06-50207-259-000 | #5337980 - UTILITIES | 25.09 |
| | | | 286-06-50211-259-000 | #5338014 - UTILITIES | 22.86 |
| | | | 284-06-50202-259-000 | #5337984-UTILITIES | 22.76 |
| | | | | CHECK TOTAL | 371.83 |
| 110065 | 10/28 | AMERICAN STUDENT ASSISTANCE | 110-00-21581-000-000 | 10/31/11 SAL DEDUCTS | 203.97 |
| 110066 | 10/28 | UNITED STATES TREASURY | 110-00-21581-000-000 | 10/28/11 A BOGDANOVI | 113.68 |
| | | | 110-00-21581-000-000 | 10/28/11 G GRANADO | 100.00 |
| | | | | CHECK TOTAL | 213.68 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------|----------------------|----------------------|------------|
| 110067 | 10/28 | KENOSHA WATER UTILITY | 520-00-18751-000-000 | SEWER IMPACT FEE | 22,971.00 |
| | | | 286-06-50201-259-000 | #5338013 - UTILITIES | 142.24 |
| | | | 286-06-50202-259-000 | #5338010 - UTILITIES | 123.69 |
| | | | 461-11-51001-581-000 | 6/30 - 8/31 SWU | 56.44 |
| | | | 262-06-50302-259-000 | #5338264 - UTILITIES | 49.58 |
| | | | 286-06-50203-259-000 | #5338006 - UTILITIES | 48.52 |
| | | | 286-06-50205-259-000 | #5337968 - UTILITIES | 28.38 |
| | | | 283-06-50208-259-000 | #5337971 - UTILITIES | 28.38 |
| | | | 286-06-50213-259-000 | #5337996 - UTILITIES | 27.32 |
| | | | 286-06-50208-259-000 | #5337978 - UTILITIES | 27.32 |
| | | | 286-06-50207-259-000 | #5337979 - UTILITIES | 27.32 |
| | | | 286-06-50201-259-000 | #5337985 - UTILITIES | 27.32 |
| | | | 284-06-50202-259-000 | #5337982 - UTILITIES | 27.32 |
| | | | | CHECK TOTAL | 23,584.83 |
| 110068 | 10/28 | WIS FUEL & HEATING INC | 110-03-53116-341-000 | 10/11-WA LUBRICANTS/ | 467.50 |
| 110069 | 10/28 | DON'S AUTO PARTS | 110-02-52203-344-000 | 10/11 FD PARTS & MAT | 291.98 |
| | | | 110-02-52203-344-000 | 10/11 FD PARTS & MAT | 87.64 |
| | | | 520-09-50201-344-000 | 10/11 TD PARTS & MAT | 60.18 |
| | | | | CHECK TOTAL | 439.80 |
| 110070 | 10/28 | LARK UNIFORM, INC. | 110-02-52103-367-000 | 9/11-PD#329 UNIFORM | 206.85 |
| 110071 | 10/28 | CHASE BANK KENOSHA | 110-00-21513-000-000 | 10/28/11 HRLY DEDUCT | 23,636.43 |
| | | | 110-00-21612-000-000 | 10/28/11 HRLY DEDUCT | 12,067.64 |
| | | | 110-00-21511-000-000 | 10/28/11 HRLY DEDUCT | 8,174.76 |
| | | | 110-00-21514-000-000 | 10/28/11 HRLY DEDUCT | 2,999.18 |
| | | | 110-00-21614-000-000 | 10/28/11 HRLY DEDUCT | 2,999.06 |
| | | | | CHECK TOTAL | 49,877.07 |
| 110072 | 10/28 | CHASE BANK KENOSHA | 110-00-21513-000-000 | 10/31/11 SAL DEDUCTS | 197,948.56 |
| | | | 110-00-21612-000-000 | 10/31/11 SAL DEDUCTS | 67,858.39 |
| | | | 110-00-21511-000-000 | 10/31/11 SAL DEDUCTS | 45,968.89 |
| | | | 110-00-21614-000-000 | 10/31/11 SAL DEDUCTS | 20,817.29 |
| | | | 110-00-21514-000-000 | 10/31/11 SAL DEDUCTS | 20,817.09 |
| | | | | CHECK TOTAL | 353,410.22 |
| 110073 | 10/28 | ZILSKE LAW FIRM S C | 110-09-56405-212-000 | 7/1-5/11 W/C | 98.00 |

START DATE FOR SUMMARY: 10/16 END DATE FOR SUMMARY: 10/31

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|-----------|
| 110074 | 10/28 | OFFICEMAX | 110-02-52103-311-000 | 10/11 PD #1953 OFFC | 350.93 |
| | | | 501-09-50101-311-000 | 10/11 SW #1954 OFFC | 188.90 |
| | | | 110-01-51701-311-000 | 10/11 CD #1951 OFFC | 87.61 |
| | | | 110-01-51303-311-000 | 10/11 HR #1944 OFFC | 34.29 |
| | | | 521-09-50101-311-000 | 10/11 AR #1945 OFFC | 30.72 |
| | | | | CHECK TOTAL | 692.45 |
| 110075 | 10/28 | WI IAAI | 110-02-52204-323-000 | 3 MEMBER RENEWALS | 75.00 |
| 110076 | 10/28 | FIREFIGHTERS ASSOC/KENOSHA | 110-00-21515-000-000 | 10/31/11 SAL DEDUCTS | 4,305.00 |
| 110077 | 10/28 | FIREFIGHTERS LOCAL 414 | 110-00-21554-000-000 | 10/31/11 SAL DEDUCTS | 10,884.00 |
| 110078 | 10/28 | LINCOLN CONTRACTORS SUPPLY | 501-09-50105-385-000 | 10/11-SW TOOLS/SUPPL | 258.00 |
| | | | 501-09-50105-344-000 | 10/11-SW TOOLS/SUPPL | 162.85 |
| | | | 501-09-50105-361-000 | 9/11-SW TOOLS/SUPPLI | 24.47 |
| | | | | CHECK TOTAL | 445.32 |
| 110079 | 10/28 | JOHNSON PAINTING | 254-06-50498-259-000 | #5340915 - GARAGE | 5,000.00 |
| | | | 463-11-50601-589-000 | 5918 33 AVE REHAB | 1,000.00 |
| | | | | CHECK TOTAL | 6,000.00 |
| 110080 | 10/28 | HOLLAND SUPPLY, INC. | 630-09-50101-393-000 | 10/11-CE OHYDRAULIC | 277.64 |
| | | | 110-05-55109-389-000 | 10/11-PA HYDRAULIC F | 129.12 |
| | | | 520-09-50201-347-000 | 10/11-TD HYDRAULIC F | 96.29 |
| | | | 630-09-50101-393-000 | 10/11-CE HYDRAULIC F | 78.72 |
| | | | | CHECK TOTAL | 581.77 |
| 110081 | 10/28 | KPSOA | 110-00-21552-000-000 | 10/31/11 SAL DEDUCTS | 825.00 |
| 110082 | 10/28 | KENOSHA PROFESSIONAL POLICE | 110-00-21557-000-000 | 10/31/11 SAL DEDUCTS | 8,343.02 |
| 110083 | 10/28 | LOCAL 168 | 110-00-21551-000-000 | 10/31/11 SAL DEDUCTS | 59.00 |
| 110084 | 10/28 | SCHLBLE & HEMMER, S.C. | 110-00-21581-000-000 | 10/28/11 B GARRETT | 81.64 |
| 110085 | 10/28 | CONCRETE SPECIALTIES CO. | 501-09-50105-355-000 | MERCHANDISE | 310.00 |
| 110086 | 10/28 | SERWE IMPLEMENT | 630-09-50101-393-000 | 10/11-SE#2501 PARTS/ | 639.00 |

START DATE FOR SUMMARY: 10/16 END DATE FOR SUMMARY: 10/31

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|-------------|
| 110087 | 10/28 | MG TRUST COMPANY | 761-09-50101-151-000 | 10/11 PIRO/RIMKUS | 234.08 |
| | | | 761-00-21599-000-000 | 10/11 PIRO/RIMKUS | 234.08 |
| | | | | CHECK TOTAL | 468.16 |
| 110088 | 10/28 | AECOM TECHNICAL SERVICES INC | 492-11-50101-589-000 | 7/2-10/7 PROF SERVIC | 1,007.61 |
| 110089 | 10/28 | BELLE COFFEE SERVICE | 524-05-50101-397-000 | 10/11-GO COFFEE/SUPP | 75.00 |
| 110090 | 10/28 | PACE ANALYTICAL | 492-11-50101-589-000 | 6/21 LAB SERVICE | 1,105.00 |
| 110091 | 10/28 | CICCHINI ASPHALT LLC | 501-09-50105-355-000 | ASPHALT INSTALLATION | 1,567.04 |
| | | | 501-09-50105-355-000 | ASPHALT INSTALLATION | 995.00 |
| | | | | CHECK TOTAL | 2,562.04 |
| 110092 | 10/28 | PROFORMA | 110-02-52601-367-000 | SHIRT ORDER | 1,012.50 |
| 110093 | 10/28 | WISCONSIN ELECTRIC POWER CO | 110-00-21581-000-000 | 10/31/11 SAL DEDUCTS | 203.98 |
| 110094 | 10/28 | LEE PLUMBING, INC. | 521-09-50101-241-000 | 09/11 AR HVAC, PLUMB | 457.50 |
| 110095 | 10/28 | HUMANA CLAIMS | 611-09-50101-155-527 | 10/24 MEDICAL CLAIMS | 148,619.46 |
| | | | 611-09-50101-155-527 | 10/26 MED CLAIMS | 83,526.57 |
| | | | 611-09-50101-155-527 | 10/24-PHARMACY CLAIM | 14,896.72 |
| | | | 611-09-50101-155-527 | 10/21 PHARMACY CLAIM | 4,324.16 |
| | | | 611-09-50101-155-527 | 10/26-PHARMACY CLAIM | 2,533.80 |
| | | | 611-09-50101-155-527 | 9/11 SHARED SAVINGS | 839.99 |
| | | | 611-09-50101-155-527 | 10/21 MED CLAIMS | 464.28 |
| | | | 611-09-50101-155-527 | 9/11-FINANCIAL RECOV | 30,635.46CR |
| | | | | CHECK TOTAL | 224,569.52 |
| 110096 | 10/28 | PAGEL HYDRAULIC SERVICE | 630-09-50101-393-000 | 10/11 SERVICES/PART | 863.90 |
| 110097 | 10/28 | HILLSIDE TRUE VALUE | 520-09-50201-347-000 | 9/11-TD SUPPLIES | 9.44 |
| | | | 520-09-50201-317-000 | 9/11-TD SUPPLIES | 2.69 |
| | | | | CHECK TOTAL | 12.13 |
| 110098 | 10/28 | HUMANA INSURANCE CO | 611-09-50101-155-517 | 11/11 PREMIUM | 73,718.70 |
| | | | 611-09-50101-155-518 | 11/11 PREMIUM | 30,642.70 |
| | | | 611-09-50101-155-519 | 11/11 PREMIUM | 4,912.80 |
| | | | 611-09-50101-155-519 | 11/11 PREMIUM | 11.04CR |
| | | | 611-09-50101-155-518 | 11/11 PREMIUM | 49.59CR |
| | | | 611-09-50101-155-518 | 11/11 PREMIUM | 68.86CR |
| | | | 611-09-50101-155-517 | 11/11 PREMIUM | 165.66CR |
| | | | | CHECK TOTAL | 108,979.05 |

START DATE FOR SUMMARY: 10/16 END DATE FOR SUMMARY: 10/31

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|----------|
| 110099 | 10/28 | DIVERSIFIED COLLECTION SVCS | 110-00-21581-000-000 | 10/28/11 DEDUCTION | 32.90 |
| 110100 | 10/28 | MALSACK, J | 463-11-50802-219-000 | SECURE CYC | 75.00 |
| 110101 | 10/28 | BARNES DISTRIBUTION | 520-09-50201-249-000 | ICE MELT | 715.79 |
| 110102 | 10/28 | WISCONSIN COUNCIL 40 | 110-00-21553-000-000 | 10/31/11 SAL DEDUCTS | 1,524.60 |
| 110103 | 10/28 | WISCONSIN COUNCIL 40 | 110-00-21553-000-000 | 10/28/11 CITY HRLY | 3,069.15 |
| | | | 110-00-21553-000-000 | 10/28/11 WATER HRLY | 1,455.30 |
| | | | 110-00-21553-000-000 | 10/28/11 MUSEUM HRLY | 305.55 |
| | | | | CHECK TOTAL | 4,830.00 |
| 110104 | 10/28 | LETTERING MACHINE | 110-02-52206-367-000 | 10/11-FD CLOTHING | 62.00 |
| 110105 | 10/28 | NYS CHILD SUPPORT PROC CNTR | 110-00-21581-000-000 | 10/31/11 SAL DEDUCTS | 83.00 |
| 110106 | 10/28 | PELION BENEFITS, INC. | 110-00-21517-000-000 | 10/16-31/11 DEDUCTS | 2,294.96 |
| 110107 | 10/28 | HINDS, LARRY | 761-09-50101-219-000 | AUDIO RECORDING | 225.00 |
| 110108 | 10/28 | ELM INVESTMENTS, LLC | 448-00-21109-000-000 | 09/11 ENVIRONMENT SE | 286.00 |
| 110109 | 10/28 | EDUCATIONAL CREDIT MGMT CORP | 110-00-21581-000-000 | 10/28/11 D. DAVIS | 22.85 |
| 110110 | 10/28 | KNOX COMPANY | 110-02-52204-344-000 | MOUNTING BRACKET | 37.00 |
| 110111 | 10/28 | DEPT WORKFORCE DEVELOPMENT | 110-00-21581-000-000 | 10/28/11 DEDUCTION | 1.55 |
| 110112 | 10/28 | CDW-G | 110-01-51102-539-000 | 10/11 DP COMPUTER EQ | 403.44 |
| 110113 | 10/28 | CHAPTER 13 TRUSTEE | 110-00-21581-000-000 | 10/31/11-SAL DEDUCTS | 419.00 |
| | | | 110-00-21581-000-000 | 10/31/11-SAL DEDUCTS | 283.00 |
| | | | | CHECK TOTAL | 702.00 |
| 110114 | 10/28 | WIS SCTF | 110-00-21581-000-000 | 10/28/11 HOURLY DEDU | 1,152.40 |
| 110115 | 10/28 | WIS SCTF | 110-00-21581-000-000 | 10/31/11 SAL DEDUCTS | 8,772.99 |
| 110116 | 10/28 | HALLMAN LINDSAY | 110-05-55104-249-000 | 10/11-PA PAINT/PRODU | 299.60 |
| | | | 110-05-55109-244-000 | 10/11-PA PAINT/PRODU | 46.48 |
| | | | 110-05-55109-244-000 | 10/11-PA PAINT/PRODU | 3.43 |
| | | | | CHECK TOTAL | 349.51 |

START DATE FOR SUMMARY: 10/16 END DATE FOR SUMMARY: 10/31

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|----------|
| 110117 | 10/28 | ILLINOIS DEPT OF PUBLIC AID | 110-00-21581-000-000 | 10/31/11 SAL DEDUCT | 278.00 |
| 110118 | 10/28 | SNAP-ON INDUSTRIAL | 632-09-50101-246-000 | 10/11-SE TOOLS/REPAI | 473.95 |
| 110119 | 10/28 | GRAINGER | 110-09-56402-311-000 | BINDER HOLDER | 525.00 |
| | | | 110-09-56402-311-000 | BINDER, MSDS | 350.40 |
| | | | | CHECK TOTAL | 875.40 |
| 110120 | 10/28 | ROCKFORD IND. WELDING | 110-03-53103-361-000 | 10/11-ST SUPPLIES/RE | 4.20 |
| 110121 | 10/28 | TIME WARNER CABLE | 110-01-51102-233-000 | 10/17-11/16 CITY HAL | 362.00 |
| | | | 110-01-51102-233-000 | 10/19-11/18 STORES G | 139.95 |
| | | | | CHECK TOTAL | 501.95 |
| 110122 | 10/28 | ENVIROMENTAL REGULATORY DIV | 110-02-52204-323-000 | TANK INSPECTOR CERT | 100.00 |
| 110123 | 10/28 | FABCO RENTS | 403-11-51002-588-000 | 10/11 SW EQUIPMENT R | 1,249.70 |
| 110124 | 10/28 | BUSCHE, JUDY LLC | 461-11-51001-581-000 | 07/11 SERVICES | 28.00 |
| 110125 | 10/28 | PROCESSWORKS INC. | 110-00-21578-000-000 | 10/25 CHECK REG | 1,769.55 |
| 110126 | 10/28 | PROCESSWORKS, INC. | 110-09-56310-219-000 | 9/11 ADMIN CHARGES | 599.20 |
| 110127 | 10/28 | RIMKUS, JASON | 761-09-50101-111-000 | 10/16-31/11 SERVICE | 1,840.80 |
| | | | 761-00-21514-000-000 | 10/16-31/11 SERVICE | 26.69CR |
| | | | 761-00-21511-000-000 | 10/16-31/11 SERVICE | 77.31CR |
| | | | 761-00-21599-000-000 | 10/16-31/11 SERVICE | 92.04CR |
| | | | 761-00-21512-000-000 | 10/16-31/11 SERVICE | 102.40CR |
| | | | 761-00-21513-000-000 | 10/16-31/11 SERVICE | 216.00CR |
| | | | | CHECK TOTAL | 1,326.36 |
| 110128 | 10/28 | PIRO, RALPH | 761-09-50101-111-000 | 10/16-31/11 SERVICE | 872.31 |
| | | | 761-00-21514-000-000 | 10/16-31/11 SERVICE | 12.65CR |
| | | | 761-00-21599-000-000 | 10/16-31/11 SERVICE | 25.00CR |
| | | | 761-00-21511-000-000 | 10/16-31/11 SERVICE | 36.64CR |
| | | | 761-00-21512-000-000 | 10/16-31/11 SERVICE | 37.30CR |
| | | | 761-00-21513-000-000 | 10/16-31/11 SERVICE | 74.00CR |
| | | | | CHECK TOTAL | 686.72 |

START DATE FOR SUMMARY: 10/16 END DATE FOR SUMMARY: 10/31

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|-----------|
| 110129 | 10/28 | IAFF/NATIONWIDE | 110-00-21574-000-000 | 10/16-31/11 CONTRIBS | 20,374.00 |
| 110130 | 10/28 | MOBILE CONCEPTS BY SCOTTY | 110-02-52204-383-000 | CHAUVET SMOKE FLUID | 195.00 |
| 110131 | 10/28 | SPECTRUM LIGHTING LTD | 110-03-53109-374-000 | LIGHT POLE | 3,210.00 |
| 110132 | 10/28 | GREAT WEST RETIREMENT SERV. | 110-00-21576-000-000 | 10/16-31/11 CONTRIBS | 7,622.23 |
| 110133 | 10/28 | COMPREHENSIVE ORTHOPAEDICS | 110-09-56405-161-000 | 9/8/11 W/C | 286.45 |
| 110134 | 10/28 | SLANA, V STEPHEN, M.D. | 110-09-56405-161-000 | 9/1/11 W/C | 100.30 |
| | | | 110-09-56405-161-000 | 9/26/11 W/C | 94.35 |
| | | | | CHECK TOTAL | 194.65 |
| 110135 | 10/28 | MEA-AEA KENOSHA SC | 110-09-56405-161-000 | 3/25/11 W/C | 172.48 |
| 110136 | 10/28 | OCCUCARE SYSTEMS & SOLUTIONS | 110-09-56405-161-000 | 9/6-13/11 W/C | 890.40 |
| | | | 110-09-56405-161-000 | 9/19-20/11 W/C | 610.56 |
| | | | 110-09-56405-161-000 | 9/21/11 W/C | 381.60 |
| | | | 110-09-56405-161-000 | 9/14/11 W/C | 305.28 |
| | | | | CHECK TOTAL | 2,187.84 |
| 110137 | 10/28 | GREAT LAKES PATHOLOGISTS SC | 110-09-56405-161-000 | 8/29/11 W/C | 64.24 |
| 110138 | 10/28 | KENOSHA MEDICAL CTR CAMPUS | 206-02-52205-322-000 | ACLS 12 MANUALS | 612.00 |
| 110139 | 10/28 | MEDICAL COLLEGE OF WISCONSIN | 110-09-56405-161-000 | 8/22/11 W/C | 133.95 |
| | | | 110-09-56405-161-000 | 7/5/11 W/C | 60.80 |
| | | | 110-09-56405-161-000 | 8/29/11 W/C | 47.50 |
| | | | | CHECK TOTAL | 242.25 |
| 110140 | 10/28 | IOD INCORPORATED | 110-09-56405-161-000 | 10/12/11 W/C | 8.57 |
| 110141 | 10/28 | KENOSHA EMERGENCY PHYSICIANS | 110-09-56405-161-000 | 9/12/11 W/C | 252.45 |
| | | | 110-09-56405-161-000 | 9/12/11 W/C | 252.45 |
| | | | | CHECK TOTAL | 504.90 |
| 110142 | 10/28 | AURORA HEALTH CARE | 110-09-56405-161-000 | 9/2/11 W/C | 15,810.59 |
| | | | 110-09-56405-161-000 | 8/31/11 W/C | 4,527.91 |
| | | | 110-09-56405-161-000 | 8/19/11 W/C | 2,642.24 |
| | | | 520-09-50101-161-000 | 8/24/10 W/C | 1,789.92 |
| | | | 110-09-56405-161-000 | 8/29/11 W/C | 758.26 |
| | | | 110-09-56405-161-000 | 9/15/11 W/C | 244.86 |
| | | | 110-09-56405-161-000 | 8/19/11 W/C | 132.00 |
| | | | | CHECK TOTAL | 25,905.78 |

START DATE FOR SUMMARY: 10/16 END DATE FOR SUMMARY: 10/31

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|--------|
| 110143 | 10/28 | ACCESS MEDICAL CENTER | 110-09-56405-161-000 | 9/7/11 W/C | 646.20 |
| 110144 | 10/28 | WHEATON FRANCISCAN MED GROUP | 110-09-56405-161-000 | 8/15-9/12/11 W/C | 225.28 |
| 110145 | 10/28 | GREAT LAKES ELECTRIC | 110-00-44804-000-000 | PERMIT-10700 75 ST | 75.00 |
| 110146 | 10/28 | TROTTIER, MICHAEL | 110-00-44802-000-000 | PENALTY ON PERMIT | 720.00 |
| 110147 | 10/28 | LEFF, EARL | 110-00-46394-000-000 | APPLIANCE STICKER | 15.00 |
| 110148 | 10/28 | HAERTER, MATTHEW | 110-02-52203-263-000 | 9/19-21/11 SUTPHEN | 75.00 |
| 110149 | 10/28 | BEALL, DIANNE | 520-09-50101-161-000 | 10/19/11 IME MILEAGE | 55.58 |
| 110150 | 10/28 | THOMAS, WILLIAM | 110-02-52203-263-000 | 9/15/11 FOX VALLEY | 25.00 |
| 110151 | 10/28 | BRAGUE, DALE | 110-02-52203-263-000 | 9/15/11 FOX VALLEY | 25.00 |
| 110152 | 10/28 | PETERSON, JULIE | 110-09-56405-161-000 | 10/14/11 IME MILEAGE | 51.79 |
| 110153 | 10/28 | LEIPZIG, CHARLES | 110-02-52203-263-000 | 9/19-21 COLUMBUS OH | 75.00 |

GRAND TOTAL FOR PERIOD ***** 2,469,044.41

CITY OF KENOSHA
625 - 52nd Street, Room 105
Kenosha, Wisconsin 53140-3480
Phone (262)653-4020
Fax (262)653-4023
cityclerk@kenosha.org
www.kenosha.org



Michael K. Higgins
City Clerk – Treasurer

Cynthia L. Howard
Deputy City Clerk-Treasurer

To: Members of the City of Kenosha Finance Committee
Members of the City of Kenosha Common Council

From: Cindy Howard, Deputy Clerk Treasurer
City Clerk's Office 

Cc: Mike Higgins, City Clerk-Treasurer-Assessor
Kathy Lovetro, Licensing/Permit Clerk

Subject: 11/07/2011 Finance Committee & Common Council Agendas
Request to Approve Refund and Waive Administrative Fees for Daily Cabaret License Applications for October 20 and October 21 to Bacchus Billiards, LLC (Brian D'Angelo, Agent) located at 5010 - 7th Avenue (Deep Blues) (District #2).

The Office of the City Clerk would like the Finance Committee and Members of the Common Council to waive \$50.00 in administrative fees for two Daily Cabaret License applications and therefore authorizing a full \$100.00 refund to the applicant, Bacchus Billiards, LLC.

Section 1.225 of the City of Kenosha General Ordinances stipulates the following:

"1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

The first Twenty-five (\$25) Dollars of the application fee for any License Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five (\$25) Dollars the entire application fee shall be retained by the City for administrative and processing costs."

The following sequence of events is pertinent to this request:

- Prior to any applications for Cabaret Licenses, the applicant's agent discussed his business plans for a Yearly Cabaret License with his District Alderperson Ruffalo. During this discussion, Alderperson Ruffalo reportedly stated that he would initially support a Daily Cabaret License.
- September 30, 2011: Mr. D'Angelo applied for Daily Cabaret Licenses for the dates of 10/20/11, 10/21/11 and 10/29/11. He paid \$50 for each license for a sum of \$150.00.
- After making said applications and paying the fees for Daily Cabaret Licenses, Alderperson Ruffalo reportedly stated to Mr. D'Angelo that he would support a Yearly Cabaret License.
- October 6, 2011: Mr. D'Angelo applied for a Yearly Cabaret License and paid the fee of \$300.00.
- October 10, 2011: The Licensing/Permit Committee considered the Daily Cabaret License applications. Mr. D'Angelo appeared, testified, and verbally withdrew one of the three Daily Cabaret License applications.

- October 13, 2011: Mr. D'Angelo withdrew his Daily Cabaret License application for 10/29/11 and was issued a \$25.00 refund (\$50 application fee less a \$25.00 administrative fee).
- October 17, 2011: The Common Council deferred the remaining two daily cabaret applications back to the Licensing/Permit Committee to give the applicant an opportunity to withdraw his applications and receive a refund.
- October 17, 2011: The Common Council granted the Yearly Cabaret License for Bacchus Billiards and said license was subsequently issued by the Clerk's Office.
- October 20, 2011: The applicant's agent withdrew the remaining two Daily Cabaret License applications.

Given the facts above, the Office of the City Clerk recommends treating the three applications for Daily Cabaret Licenses as one administrative event. Thus, granting permission to refund the applicant in full for the two remaining withdrawn Daily Cabaret License applications. The total administrative fee waiver we are seeking is \$50.00 total.

Respectfully submitted,

Cindy Howard
Deputy Clerk-Treasurer

Michael K. Higgins
City Clerk – Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

November 15, 2011

Matthew & Leanne Lavery
6833-154th Ave.
Kenosha WI 53142

Re: Permit Fees (Erosion Control) Special Assessment; Erosion Control Reinspection Fees (2)
6833-154th Ave., Parcel #03-121-03-405-057
Request to Rescind \$172.00; \$90.00; \$180.00

Dear Matthew & Leanne:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, November 21, 2011 at 5:30 pm in Room 204 of the Kenosha Municipal Building, 625-52nd Street.

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 pm, following the Finance Committee meeting, in Room 200 of the Kenosha Municipal Building.

Should you have any questions, please do not hesitate to contact the City Clerk's Office at 262-653-4020 or cityclerk@kenosha.org.

Sincerely,

CITY OF KENOSHA

Michael Higgins
City Clerk/Treasurer

C: City Attorney
NSI
Alderperson David Bogdala - 5th District



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

Building Inspection

Property Maintenance

Zoning Enforcement

TO: Members of the Finance Committee

FROM: Chris D. Pagels, Erosion Control Inspector 
City of Kenosha

SUBJECT: Appeal from Matthew and Leanne Lavery to Rescind a Special Resolution for an Erosion Control Reinspection Fee against the Property Located at 6833 154th Avenue; and, request to Rescind Two (2) Reinspection Fees Levied on the Same Property by the Department of Neighborhood Services and Inspections

DATE: November 17, 2011

The subject property was originally owned by Mastercraft. A single-family new home was built and the occupancy was granted on July 23, 2010. Per City of Kenosha's Assessor's records, a change of ownership was recorded on January 4, 2011. The new owner was M & I Properties. On July 1, 2011, a complaint was filed against the property for long grass and weeds and not having the final grading or topsoil with established turf-grass installed. At the time the complaint was filed and at the time of my investigations, the owner of record per the real estate files was listed as Mastercraft Builders; therefore, all reinspection fee notices were mailed to Mastercraft.

I responded to the complaint request and gave notice to the owner of record (Mastercraft) to install the yard by July 15, 2011. I received no response. On July 21, 2011, the first reinspection fee was levied. Again, I received no response. Subsequent reinspection fees were levied on August 4, 2011, and on August 15, 2011.

On August 17, 2011, I was in the Heritage Heights Subdivision for other business and noticed that there were cars parked in front of 6833 154th Avenue. I verified that the house was occupied; and that the new owners, Matthew and Leanne Lavery, had taken ownership of the house on August 4, 2011. Mrs. Lavery stated she had not received any notices or orders to comply regarding the yard installation. I confirmed with NSI staff that all notices were sent to Mastercraft Builders. I informed Mrs. Lavery that as a new owner, she must ensure that a new yard is installed. I gave her an additional 30 days to comply and did not issue further reinspection fees against the property.

The Lavery's complied with the orders by having the yard installed and hydro-seeded to code.

My recommendation is to rescind all fees against the current owners of the property. Mr. and Mrs. Lavery have been very cooperative; and, realizing that they needed to act quickly, hired professional contractors to complete the work.

CDP/saz

Attachments

Common Council Agenda Item L3

November 21, 2011 Page 237

November 1, 2011

Director of City Development
625-52nd Street
Attn: Jeff Labahn

Re: 6833 154th Ave.
Kenosha, WI 53142

Dear Mr. Labahn,

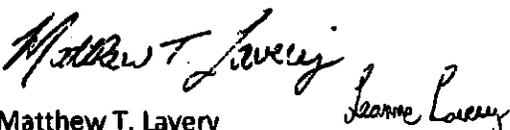
This letter is in reference to fees incurred on the above residence at 6833 154th Ave., Kenosha, WI 53142. We closed on this home on August 4, 2011. We received a special assessment bill in the mail last week Tuesday, October 25, 2011 in the amount of \$172. Inspector Chris Pagels came to our home the week of August 15th and notified us that our lawn needed to be put in and we took immediate action by completing our concrete and lawn. At that time, Chris said if we completed the lawn this fall, no fees would be assessed to us.

We spoke on the phone with Mr. Chris Pagels after receiving the bill last week and he informed us that there was a reinspection fee statement sent to Mastercraft on July 21, 2011 in the amount of \$72. On 7/21/11, Mastercraft did not own the property, M&I Bank was the owner. We purchased the home from M&I Bank. An assessment fee of \$100 was added to the \$72 totaling \$172. This is the bill we received. Also, Chris stated another reinspection fee was added on August 4, 2011 in the amount of \$90 and on August 16, 2011 in the amount of \$180. We did not receive a bill for these amounts, but we questioned the total and Chris said the August reinspection fees are already added on. These two fees should not have been assessed to us because we just purchased the home on August 4, 2011. There needs to be a window of time for landscaping to be completed by us before any fees are issued.

As you can understand, the first reinspection fee on 7/21/11 was sent to Mastercraft who did not even own the home, M&I Bank did. The other two fees were billed within the first 2 weeks of us owning the home, obviously that cannot be right. We completed all work immediately and we feel no responsibility for any of these fees and want these fees rescinded as should be before the assessments are automatically placed on our real estate tax bill.

Please let this notification serve that Matthew T. Lavery & Leanne E. Lavery are requesting an appeal that these fees are rescinded, waived, removed or reassigned to the rightful debtor. As new homeowners, we have abided by all of the rules, inspections, permits that were requested of us.

Thank you,


Matthew T. Lavery
Leanne E. Lavery

11/17/11
12:21
HOINQ4
REV. 3.1

NEIGHBORHOOD SERVICES & INSPECTIONS
POST PERMIT PROCESSING PRINT

FOR PERMIT# 149086 - PROJ. ADDR. 06833 154A
LOT#: 57

STATUS: N2 WKS TYPE: ECRF DATE ENTERED: 08/15/11 LAST CHANGE: HGAILR
LOC. DESCR: YARD INCOMPLETE WTR PERM #: 00000 08/16/11
DESC2: \$180.00 PRINT NOTE: Y 1ST NOTE: 08/16/11 10:56
ISSUE DATE: 00/00/00 PARCEL#:03121034050570 2ND NOTE: ACT: NN1
3RD NOTE:
OWNER: MASTERCRAFT BUILDERS CONTRACTOR: MASTERCRAFT BUILDERS
5008 GREEN BAY ROAD 5008 GREEN BAY ROAD
KENOSHA, WI 53144 KENOSHA, WI 53144
(262) 654-1220 (262) 654-1220
GENL DC#10142

| FEE DESC..... | RATE | QTY | PEN | AMT | FEE DESC..... | RATE | QTY | PEN | AMT |
|-------------------|--------|-----|-----|----------|------------------------|--------|-----|-----|--------|
| 940 REIN ERCO | 72.00 | | | | 941 REIN ERCO | 90.00 | | | |
| 942 REIN ERCO | 180.00 | 1 | | 180.00 | 943 REIN ERCO | 360.00 | | | |
| TOTAL FEE AMOUNT: | | | | \$180.00 | INCLUDING PENALTY AMT: | | | | \$.00 |
| CODE: | | | | | | | | | |

INSPECTION DATE: 08/10/11 DESC. PASS FAIL COMMENT
CDP 08/10/11 _____ YARD NOT COMPLETE.

AUTHORIZED SIGNATURE _____ DATE _____
FOR OFFICIAL USE ONLY IF SIGNED BY NEIGHBORHOOD SERVICES & INSPECTIONS PERSONNEL

Michael K. Higgins
City Clerk – Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

November 15, 2011

Lyn DeFrate
Maple Lane, LLC
6516-62nd Ave.
Kenosha WI 53142

Re: Boarding & Securing
8750 Sheridan Rd., Lot #21
Request to Rescind \$246.12

Dear Lynne:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, November 21, 2011 at 5:30 pm in Room 204 of the Kenosha Municipal Building, 625-52nd Street.

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 pm, following the Finance Committee meeting, in Room 200 of the Kenosha Municipal Building.

Should you have any questions, please do not hesitate to contact the City Clerk's Office at 262-653-4020 or cityclerk@kenosha.org.

Sincerely,

CITY OF KENOSHA

Michael Higgins
City Clerk/Treasurer

C: City Attorney
NSI
Alderson Lawrence F. Green - 9th District



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

Building Inspection

Property Maintenance

Zoning Enforcement

TO: Members of the Finance Committee

FROM: Martha Swartz, Property Maintenance Inspector *MS*
Department of Neighborhood Services and Inspections

SUBJECT: Request for Refund in the Amount of \$246.12 for Boarding and Securing of Property After Fire at 8750 Sheridan Road, Lot 21

DATE: November 16, 2011

The owner of Maple Lane Manufactured Home Park is requesting a refund of the Boarding and Securing charge of \$246.12. On July 29, 2011, the Kenosha Fire Department responded to a fire at the above-referenced property. The Kenosha Fire Department called the City's Contractor, Bindelli Brothers Construction, Inc. to secure the property.

Per Section 16.11 D of the Code of General Ordinances titled "Emergency Measures," costs incurred in the performance of emergency repairs shall be paid by the City; and, the Code Official shall recover the costs through special assessments levied against the benefited property. Per department policy, an invoice is mailed to the property owner to enable them to pay for the boarding and securing before it is specially assessed. If the invoice is not paid in thirty (30) days, the costs, plus a one-hundred-dollar administrative fee, are levied as a special assessment against the parcel/property. A Manufactured Home owner is a tenant of the Manufactured Home Park; and, the mobile home park is the real estate upon which the charge for the boarding and securing is levied. The owner of Maple Lane chose to pay the invoice amount of \$246.12 to avoid the administrative fee. The landlord has the option to pursue the tenant for the costs incurred in the securing of the property.

MES/saz
Attachments

City of Kenosha, Dept of Neighborhood Services and Inspections
Municipal Building, 625 52nd Street Room #100
Kenosha WI 15340

RE: MLP is requesting a Refund of our payment for \$246.12 which we were charged for The City boarding up the Home of Tracy Jasper & James Thompson at 8750 Sheridan Rd. Lot #21 Kenosha WI 15343

October 26, 2011

Tracy Jasper & James Thompson are the Homeowner's of the Home on Lot# 21 that caught on fire on July 29, 2011 the home was boarded up by the City of Kenosha. Maple Lane Park was billed as the Land Owner for our Parcel # 06-123-18-278-011 in the amount of \$246.12 on October 26, 2011. We are requesting the Homeowner be billed not the Park, however we sent in the payment on 10/26/11 to avoid risking the additional \$100.00 plus any other late fees, if it is paid late.

The Park feels the Homeowners should have been billed, as it was their home that was boarded up, not the Parks property. Even the Land for lot #21 is the Homeowner's responsibility while renting the land for their home, the lot is theirs to enjoy and maintain; the Park has no rights to the Land while it is being rented. MLP pays the Property Tax on the Parcel, but each of the Homeowners pay the City's Parking Permit Fee for the Land they are renting to park their home on.

The Park has suffered several losses this past summer from non-payment evictions and three more abandoned homes, added to the two vacant lots, of which the Park; is not only out the loss of Lot Rent; but we are also forced to pay our Tenants unpaid Water Bills. Now we have the additional loss from Lot #21 being their home was deemed as totaled by their Homeowners Insurance Company, American Family Insurance.

The American Family Insurance Claims Adjuster, Gail Perla, could not give the Park any details, however she did inform us that within approximately one week they closed the case, and issued the Homeowners a settlement check The Homeowners Settlement Check Included the Cost to Properly Remove the Home from the Park. When a vehicle is in an accident the Insurance Company is responsible to ensure the vehicle is removed from the street. They don't payout a settlement and expect the vehicle owner to have the vehicle towed away. The Mobile Home is considered a vehicle, by the DMV and by any lending institution; therefore it should have been treated in the same manner.

The Homeowner's choose to not; re-invest in another home; they have been dismantling the Home on the Lot against the Parks removal policies, instead of using the Insurance funds that included the cost for removal.

Per our Lease requirements, removing a home must be done by a Park approved licensed, bonded and insured Mobile Home Moving Company. Being dismantling a home on the lot is in violation of our Lease policies, the Park does not know if there is any kind of Permit required to dismantle property, in the City, if so we have no way of knowing if the Homeowners acquired a permit. As of October 26th the home is still being dismantled on the lot bit by bit. The Homeowner's Tracy Jasper & James Thompson did not give the Park a Phone number, or a change of address for us to be able to contact them. The US Postal Service cannot give the Park any change of address information.

No Lot Rent has been paid since July, the Homeowners Lease Expired on August 31, 2011 they are holding-over on an expired Lease while dismantling the home on the lot they have not paid lot Rent for August, September, or October the Homeowners have Not Paid their Water Bill of \$293.13 if still not paid on 11/1/11 \$322.45 will be added to the Parks Tax Roll. With the City's Boarding up the home charge of \$246.12 that is \$568.57 in addition to No Lot Rent.

The Park is very sorry for the Homeowners loss of their home, and we are relieved that no one was harmed, being no one was home during the fire which was caused by a candle; in the early A.M. hours on July 29 2011 and within approximately 15 minutes after Mr. Thompson left his home the Fire Department was called to the site. The City of Kenosha Fire Inspector Pat Rayon, and the Homeowners Insurance Inspectors closed the case as being an accident.

However, the Park has concerns that the case was closed too soon, we feel it is our obligation to report what some of the other Tenants have told us, in case this is an Insurance Fraud Issue and/or Arson.

- Lot #19 Alex Gurrola, allegedly heard Mr. Thompson say; "I don't care about paying my water bill, the only bill I care about paying on time is my insurance because I am going to need it soon."
- Lot # 23 Julie Peachey said that Mr. Thompson told her; "just do what I did torch it and take the money" note he came back later and said he was only kidding. Julie was so upset that he put them all in danger that she called the Police. She also said they recently increased their Insurance coverage.
- Several Tenants said; that Tracy and James were always home around midnight, except for the night of the fire.

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

RECEIVED FROM: MAPLE LANE PARK, LLC
DATE RECEIVED: OCTOBER 31, 2011
AMOUNT RECEIVED: \$246.12
OPERATOR ID.: HSUEZ

RECEIPT TYPE: MISCELLANEOUS
PAYMENT METHOD: CHECK NO.: 13602

| DESCRIPTION | AMOUNT |
|---|----------|
| ===== | ===== |
| BOARDING AND SECURING; 0110063 8750 SHERIDAN RD., LOT 21 | \$246.12 |

CITY OF KENOSHA
DEPARTMENT OF NEIGHBORHOOD SERVICES AND INSPECTIONS
MUNICIPAL BUILDING
625 52ND STREET, ROOM 100
KENOSHA, WI 53140
262.653.4263

BILLING NOTICE

Date of Invoice: October 10, 2011

Maple Lane, LLC
6516 62nd Avenue
Kenosha, WI 53142

Charge for Boarding and Securing of Property

Property Located at: 8750 Sheridan Road, Lot 21, Kenosha, Wisconsin

Parcel # 06-123-18-278-011

Inspection/Boardup Date: 07/29/11

Amount to be Paid: \$246.12

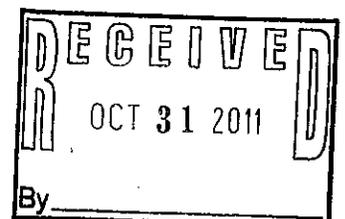
Payable to the City of Kenosha on or Before: November 10, 2011

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This is the only billing notice you will receive.

THIS NOTICE MUST BE INCLUDED WITH PAYMENT

0110063



Michael K. Higgins
City Clerk – Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

November 15, 2011

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CITY OF KENOSHA

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

Building Inspection

Property Maintenance

Zoning Enforcement

TO: Members of the Finance Committee

FROM: Martha Swartz, Property Maintenance Inspector *MS*
Department of Neighborhood Services and Inspections

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

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CITY OF KENOSHA
DEPARTMENT OF NEIGHBORHOOD SERVICES AND INSPECTIONS
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625 52ND STREET, ROOM 100
KENOSHA, WI 53140
262.653.4263

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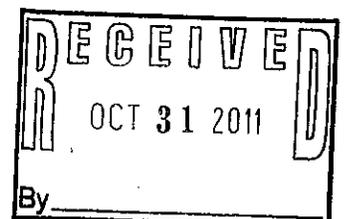
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THIS NOTICE MUST BE INCLUDED WITH PAYMENT

0110063





Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent
Parks Division
Jeff Warnock
Superintendent

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, Interim Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

November 10, 2011

To: G. John Ruffolo, Chairman, Public Works Committee
Michael J. Orth, Chairman, Park Commission

From: Michael M. Lemens, P.E. _____
Interim Director of Public Works/City Engineer

Subject: Acceptance of Project 11-1420 Parks Field Office Building Tuckpointing

Location: 3617 65th Street

Please be advised that the above referenced project has been satisfactorily completed by Custom Restoration, Pewaukee, Wisconsin. This project consisted of tuckpointing, replacement of concrete masonry unit (CMU) block, lintel repair or replacement, and miscellaneous building repairs which include replacing steel siding, installing aluminum fascia trim and caulking openings between window edges and the abutting masonry.

It is recommended that the project be accepted in the final amount of \$100,686.92. Original contract amount was \$105,883.87 plus \$10,116.13 for contingency for a total contract amount of \$116,000.00. Funding was from CIP Line Item PK-10-001.

MML/kjb



Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent
Parks Division
Jeff Warnock
Superintendent

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, Interim Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

November 15, 2011

To: G. John Ruffolo, Chairman,
Public Works Committee

From: Michael M. Lemens, P.E. _____
Interim Director of Public Works/City Engineer

Subject: Acceptance of Project 11-1027 Epoxy Pavement Markings

Location: Citywide

Please be advised that the above referenced project has been satisfactorily completed by Century Fence Co., Pewaukee, Wisconsin. This project consisted of installing epoxy markings including crosswalks, arrows, bike symbols, stop bars, channel lines, and words.

It is recommended that the project be accepted in the final amount of \$91,491.90. Original contract amount was \$85,709.50 plus \$12,290.50 for contingency for a total contract amount of \$98,000.00. Funding was from CIP Line Item IN-09-002.

MML/kjb

| | | | |
|--|---|-------------------|--------|
| City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030 | Kenosha City Plan Commission FACT SHEET | November 10, 2011 | Item 1 |
| Conditional Use Permit for a 2,862 s.f. restaurant with a drive-thru to be located at 4002 52nd Street. (Taco Bell) (District #10) PUBLIC HEARING | | | |

LOCATION/SURROUNDINGS:

Site: 4002 52nd Street
Zoned: B-2 Community Business District

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Kennedy, has been notified. The Common Council is the final review authority.

ANALYSIS:

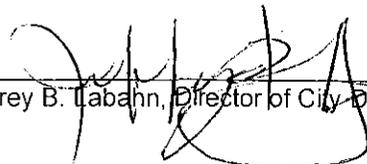
- The applicant is proposing to raze the existing 4,056 s.f. fast food restaurant on the site and construct a new, smaller restaurant in its place. The new 2,862 s.f. restaurant will have a drive-thru window similar to the existing restaurant.
- The proposed exterior materials are stone, brick and EIFS. Some of the EIFS will have to be modified since EIFS is not allowed on the ground floor below the top of the window line.
- The interior parkway area will require a three (3') foot high decorative fence per Chapter 14 of the Zoning Ordinance.
- The plans were sent to City Departments for their review. Their comments are included in the attached Conditions of Approval.
- The plans generally comply with Chapters 4 and 14 of the Zoning Ordinance.

RECOMMENDATION:

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



Brian R. Wilke, Development Coordinator



Jeffrey B. Labahn, Director of City Development

\\u2\acct\cp\ckays\1CPC\2011\Nov10\fact-cup-taco bell.odt

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. The applicant shall obtain all required construction permits from the Department of Neighborhood Services & Inspections. This includes, but is not limited to Raze, Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - b. The applicant shall obtain a Parking Lot permit from the Department of Public Works.
 - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
 - d. The development shall be constructed per the approved plans on file with the Department of City Development, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of City Development for review and approval.
 - e. Prior to the issuance of any occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - f. Compliance with City and State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a Building Permit.
 - g. All roof top mechanicals shall be properly screened per Section 14.07 B.10 of the Zoning Ordinance.
 - h. All trash containers shall be stored within the enclosure or building. Applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - i. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of Common Council approval of the Conditional Use Permit/Site Plan or the Conditional Use Permit/Site Plan shall be null and void.
 - j. Outdoor display of products is prohibited.
 - k. All vehicles shall be parked within the designated paved areas.

Engineering Services

4401 Green Bay Road

Kenosha, WI 53144
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: Curt Czarnecki, Water Engineer

Date: September 14, 2011

Subject: Taco Bell Rebuild

Location: 4002 52nd Street

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. The plans are hereby approved for footing and foundation permits. The following information shall be submitted before building permits are issued.

1. It appears the existing sanitary lateral and water service will be utilized to serve the proposed building. Please verify the proposed meter size necessary to serve the new building. If the water meter size needs to be increased to accommodate the proposed building a sewer connection fee shall apply to the development.

CC: Robert Carlson, Director of Engineering



L+A ARCHITECTS, INC.

2430 ROCHESTER COURT, SUITE 200
TROY, MICHIGAN 48083
TELEPHONE: 248.524.4700
FACSIMILE: 248.524.9746
WEB: www.laarchitectsinc.com

• SENT VIA:
EMAIL
Hard Copy Will Not Follow

November 2, 2011

City of Kenosha
Department of City Development
625 52nd Street, Room 308
Kenosha, WI 53140
(262) 653-4049
Attn. Brian Wilke

RE: Taco Bell Restaurant
4002 52nd Street
Kenosha, WI
L+A Job No. 10005

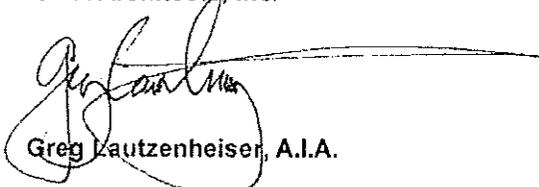
The Operational Plan for the above referenced Taco Bell Restaurant is as follows:

| | |
|------------------------------|---|
| Hours of Operation: | 10:00 AM until 2:00 AM |
| Average Number of Employees: | Five (5) - overall average for hours of operation |
| Maximum Number of Employees: | Ten (10) - minimal times during staff meetings |
| Total Trash Containers: | Two (2) - one (1) each for trash and recycling |
| Size of Trash Containers: | Eight (8) Yard |
| Trash Pick-up Frequency: | Two (2) to three (3) times per week or as necessary |

If you have any questions or require additional information, please let us know.

Sincerely,

L + A Architects, Inc.

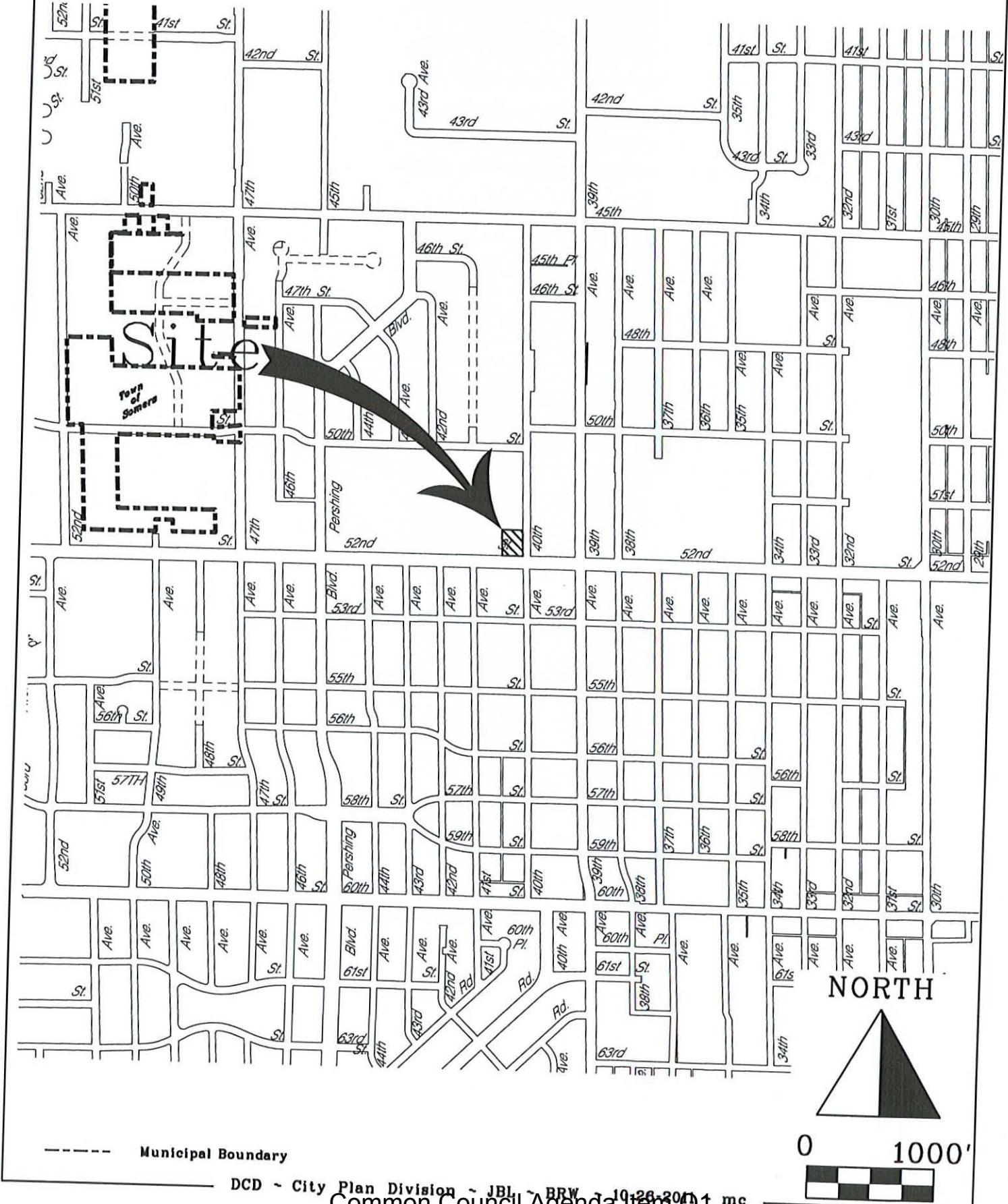


Greg Lautzenheiser, A.I.A.

DISTRIBUTION: Clint Langley, Yum Brands via email
Don Eaton, Yum Brands via email
Scott Orr, Yum Brands via email
Richard Burke, L+A Architects via email
File

City of Kenosha

Vicinity Map Taco Bell rebuild CUP



----- Municipal Boundary

DCD ~ City Plan Division ~ JBI ~ BRW ~ 10-26-2011 mc

Common Council Agenda Item 01

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

MAILING INFORMATION

NAME OF PROJECT: TACO BELL

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

Name and Address of Applicant (Please print):
GREG LAUTZENHEISER Phone: (248) 524-4700
LTA ARCHITECTS Fax: (248) 524-9746
2430 ROCHESTER COURT, SUITE 200 E-Mail: GLAUTZENHEISER@
TROY, MI. 48063 LAARCHITECTSINC.COM

Name and Address of Architect Engineer (Please print):
SAME AS APPLICANT ABOVE Phone: _____
 _____ Fax: _____
 _____ E-Mail: _____

Name and Address of Property Owner (if other than applicant) (Please print):
TACO BELL OF AMERICA, INC. Phone: (724) 969-5009
1900 COLONEL SANDERS LANE Fax: (724) 969-5022
LOUISVILLE, KY 40229 E-Mail: CLINT.LANGLEY@
CONTACT: CLINT LANGLEY YUM.COM

PROJECT LOCATION

Location of Development (street address and / or parcel number):
4002 52ND STREET, KENOSHA, WI.
TAX KEY NUMBER 08-222-35-177-004

TYPE OF LAND DEVELOPMENT

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

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

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

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

Department of City Development
625 52nd Street, Room 308
Kenosha, WI 53140

Phone: 262.653.4030
Fax: 262.653.4045
Office Hours:
M - F 8:00 am - 4:30 pm

**SECTION 4
CONDITIONAL USE PERMIT**

| Additional Information Required: | Building or Addition Square Footage: <u>2,862 SQ. FT.</u> Existing Building Size: <u>4,056 SQ. FT. (0.738 ACRES)</u> Site Size: <u>32,150 SQ. FT.</u> Current # of Employees <u>10</u> Anticipated # of New Employees <u>10</u> Anticipated Value of Improvements <u>\$ 325,000</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: | <table border="1"> <thead> <tr> <th></th> <th><u>Building or Addition Size</u></th> <th><u>Site size</u></th> <th><u>Review Fee</u></th> </tr> </thead> <tbody> <tr> <td>Level 1</td> <td><= 10,000 sq. ft.</td> <td><= 1 acre</td> <td>\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC</td> </tr> <tr> <td>Level 2</td> <td>10,001 - 50,000 sq. ft.</td> <td>1.01 - 10 acres</td> <td>\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC</td> </tr> <tr> <td>Level 3</td> <td>50,001 - 100,000 sq. ft.</td> <td>10.01 - 25 acres</td> <td>\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC</td> </tr> <tr> <td>Level 4</td> <td>> 100,001 sq. ft.</td> <td>> 25.01 acres</td> <td>\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC</td> </tr> </tbody> </table> | | <u>Building or Addition Size</u> | <u>Site size</u> | <u>Review Fee</u> | Level 1 | <= 10,000 sq. ft. | <= 1 acre | \$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC | Level 2 | 10,001 - 50,000 sq. ft. | 1.01 - 10 acres | \$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC | Level 3 | 50,001 - 100,000 sq. ft. | 10.01 - 25 acres | \$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC | Level 4 | > 100,001 sq. ft. | > 25.01 acres | \$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC | | |
| | <u>Building or Addition Size</u> | <u>Site size</u> | <u>Review Fee</u> | | | | | | | | | | | | | | | | | | | | |
| Level 1 | <= 10,000 sq. ft. | <= 1 acre | \$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC | | | | | | | | | | | | | | | | | | | | |
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| 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: | <ul style="list-style-type: none"> ➤ All | | | | | | | | | | | | | | | | | | | | | | |
| Approximate Review Time: | <ul style="list-style-type: none"> ➤ 30 days for Staff Review ➤ 45-60 days for City Plan Commission/Common Council Review | | | | | | | | | | | | | | | | | | | | | | |
| 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 | | | | | | | | | | | | | | | | | | | | | | |



L + A
ARCHITECTS
INC. A.J.A.
 2400 ROCKEFELLER COURT
 SUITE 200
 TROY, MICHIGAN 48063
 PH: 313.486.1400 FAX: 313.486.1404
 WWW.L+AARCHITECTS.COM
 PROJECT NO. T10005

LISTED BENCHMARK
 ARCHITECTURAL
 SHEETS: 0'-0" (LISTED)
 = 660.50' (ACTUAL)

| DATE | ISSUE |
|---------|------------------|
| 3.15.11 | A. EXHIBIT A |
| 7.14.11 | 2nd TOP APPROVAL |

CONTRACT DATE: 03/03/09
 PROJECT NAME: TACO BELL
 SITE NUMBER: 201018
 STORE NUMBER: 10114

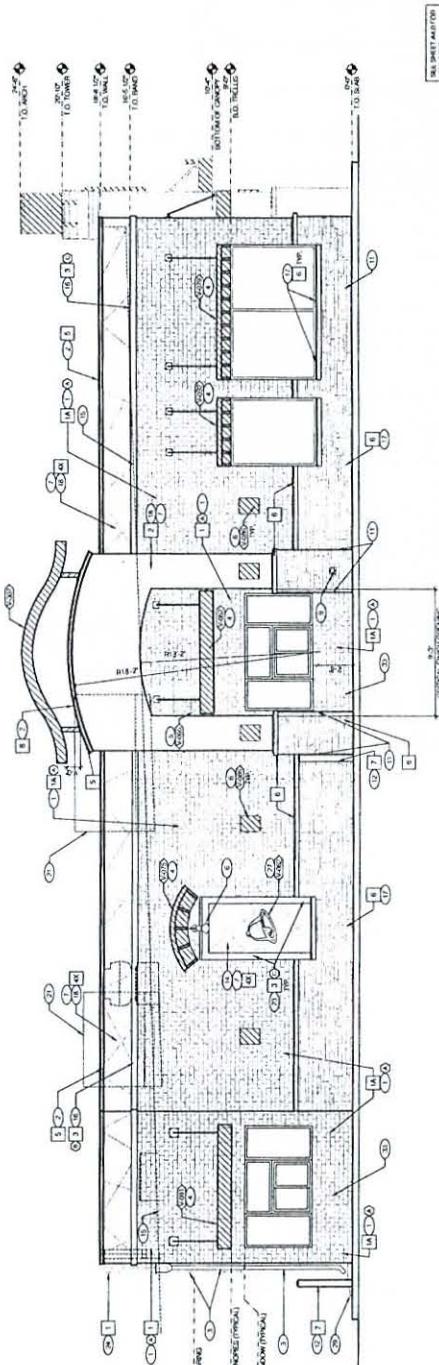
TACO BELL
 400 21st Street
 Farmington, MI



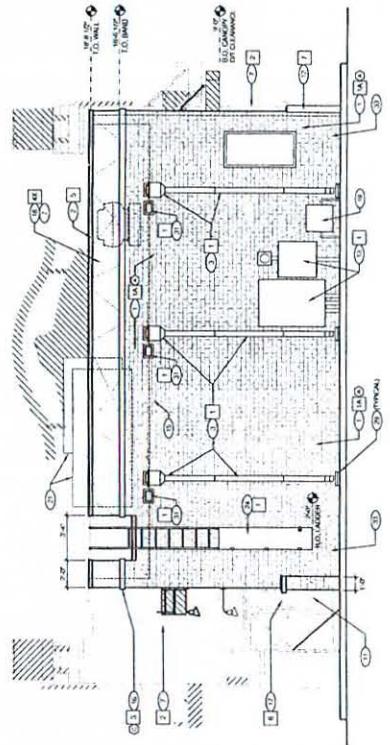
EXTERIOR ELEVATIONS

A4.1

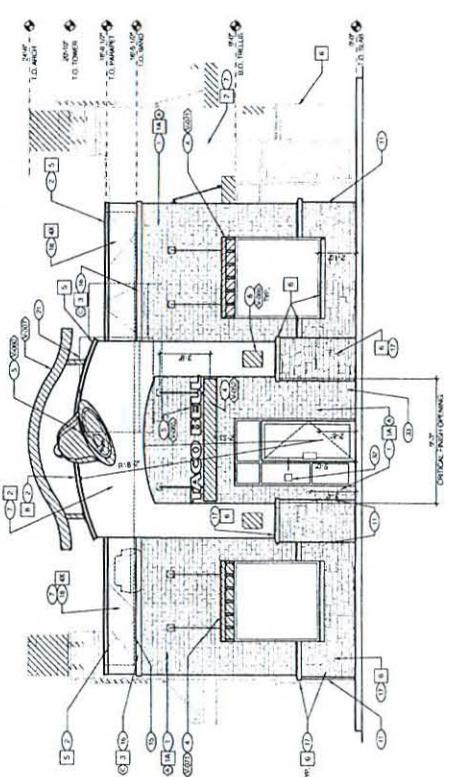
PLAT DATE:



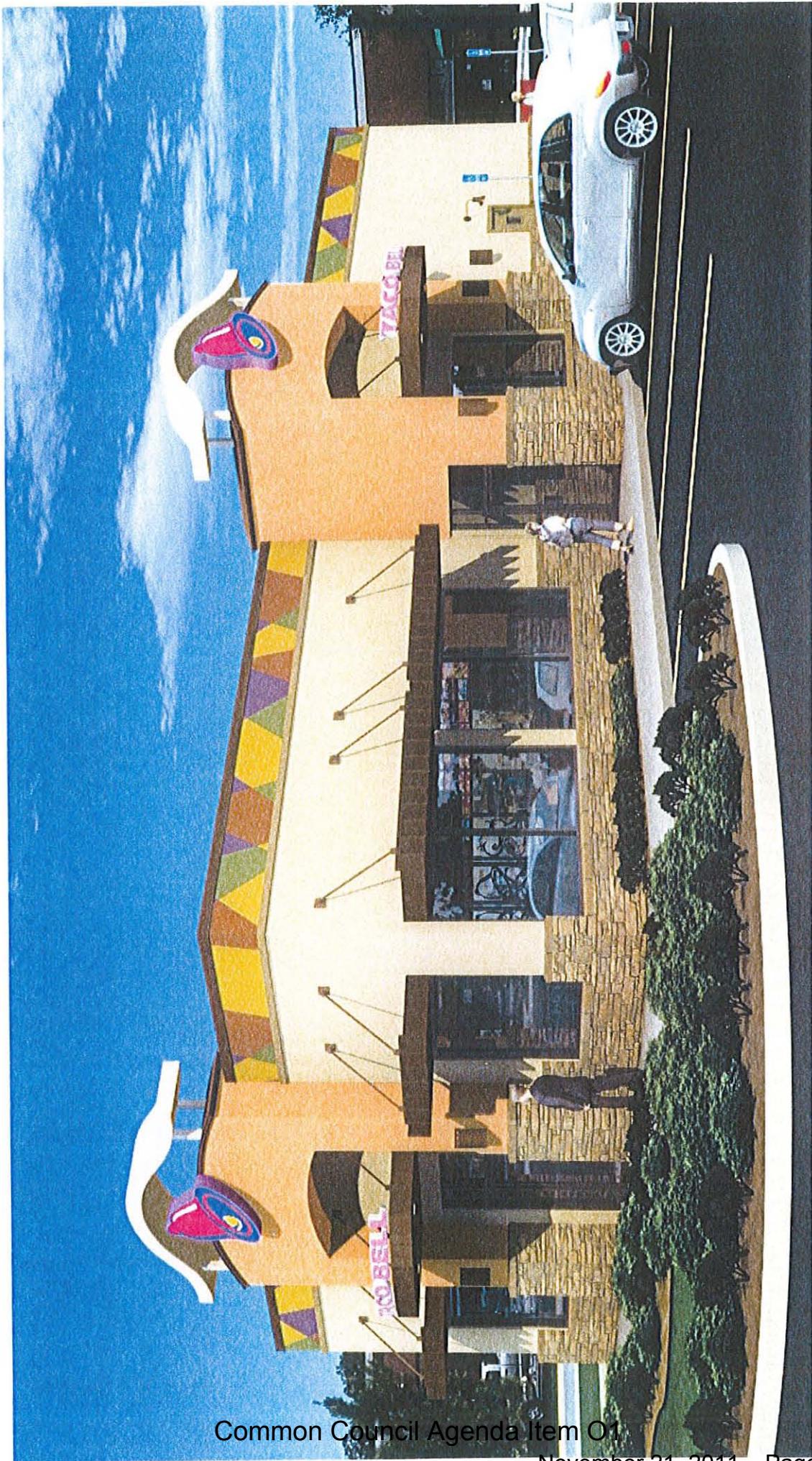
LEFT SIDE ELEVATION 1/4" = 1'-0"

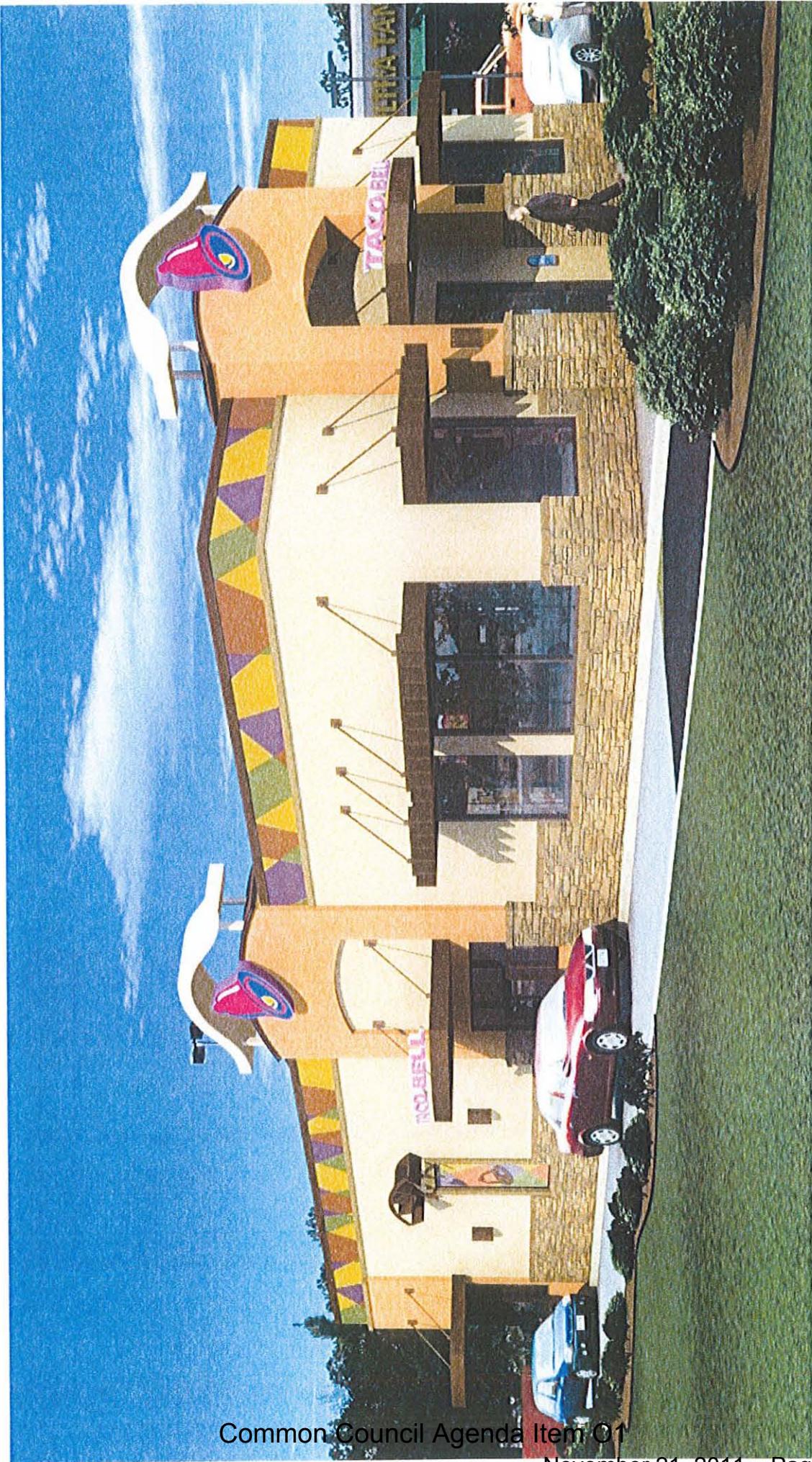


REAR ELEVATION 1/4" = 1'-0"



FRONT ELEVATION 1/4" = 1'-0"





| | | | |
|--|---|-------------------|--------|
| City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030 | Kenosha City Plan Commission FACT SHEET | November 10, 2011 | Item 2 |
| Conditional Use Permit for a 1,875 s.f. addition to Aurora Medical Center at 10400 75th Street. (Aurora Medical Center) (District #17) PUBLIC HEARING | | | |

LOCATION/SURROUNDINGS:

Site: 10400 75th Street
Zoned: IP Institutional Park / Air-4 Airport Overlay District

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Bogdala, has been notified. The Common Council is the final review authority.

ANALYSIS:

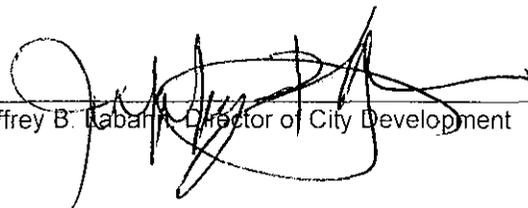
- Aurora Medical Center is proposing to add an addition to their existing building to house some additional medical equipment. The addition would be on the southwest side of the building.
- The proposed building materials are brick and stone to match the existing building.
- No other modifications to the building or site are proposed. No additional parking is required.
- Plans were sent to City Departments for their review. Their comments are included in the attached Conditions of Approval.
- The Plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

RECOMMENDATION:

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



Brian R. Wilke, Development Coordinator
/u2/acct/cp/ckays/1CPC/2011/Nov10/fact-cup-aurora.odt



Jeffrey B. Labar, Director of City Development

City Plan Division
625 52nd Street
Kenosha, WI 53140
262.653.4030

**Kenosha City Plan
Commission
Conditions of Approval**

**Aurora Medical
Center
10400 75th Street**

November 10, 2011

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. The applicant shall obtain all required construction permits from the Department of Neighborhood Services & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - b. 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.
 - c. The development shall be constructed per the approved plans on file with the Department of City Development, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of City Development for review and approval.
 - d. 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.
 - e. Compliance with City and State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.
 - f. All roof top mechanicals shall be properly screened per Section 14.07 B.10 of the Zoning Ordinance.
 - g. All trash containers shall be stored within the enclosure or building. Applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - 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.

City Plan Division
625 52nd Street
Kenosha, WI 53140
262.653.4030

**Kenosha City Plan
Commission
Conditions of Approval**

**Aurora Medical
Center
10400 75th Street**

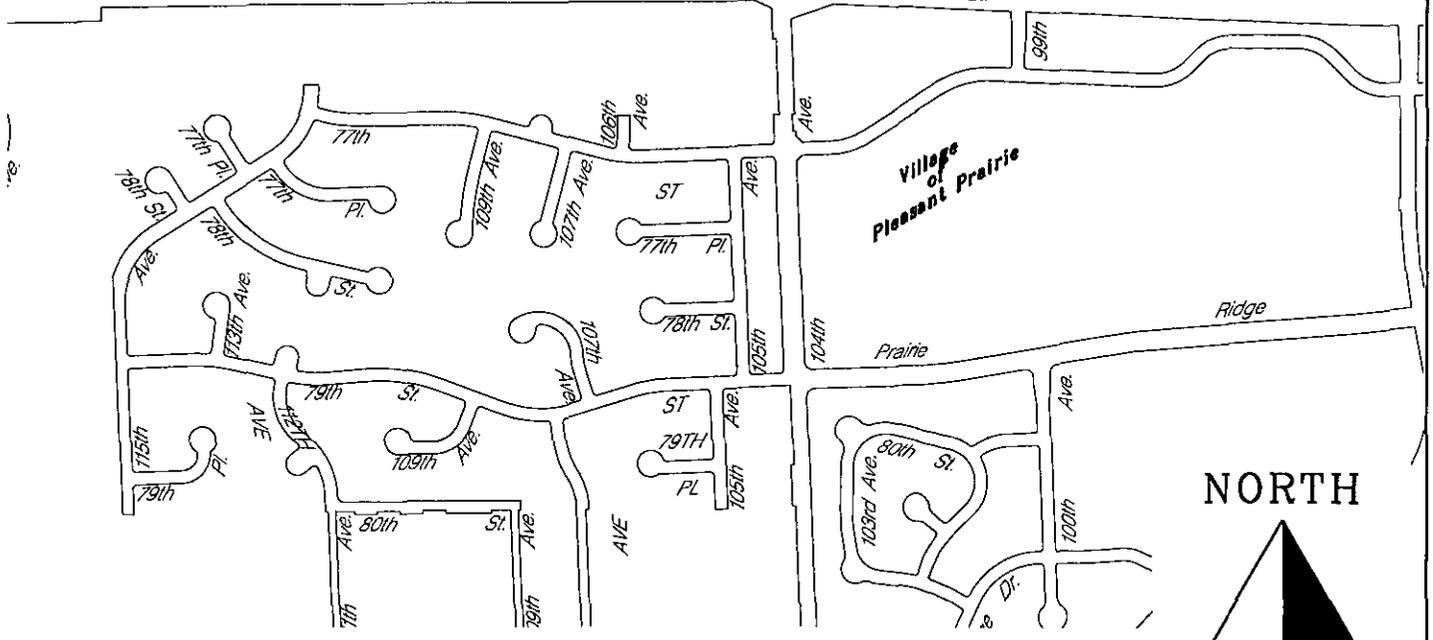
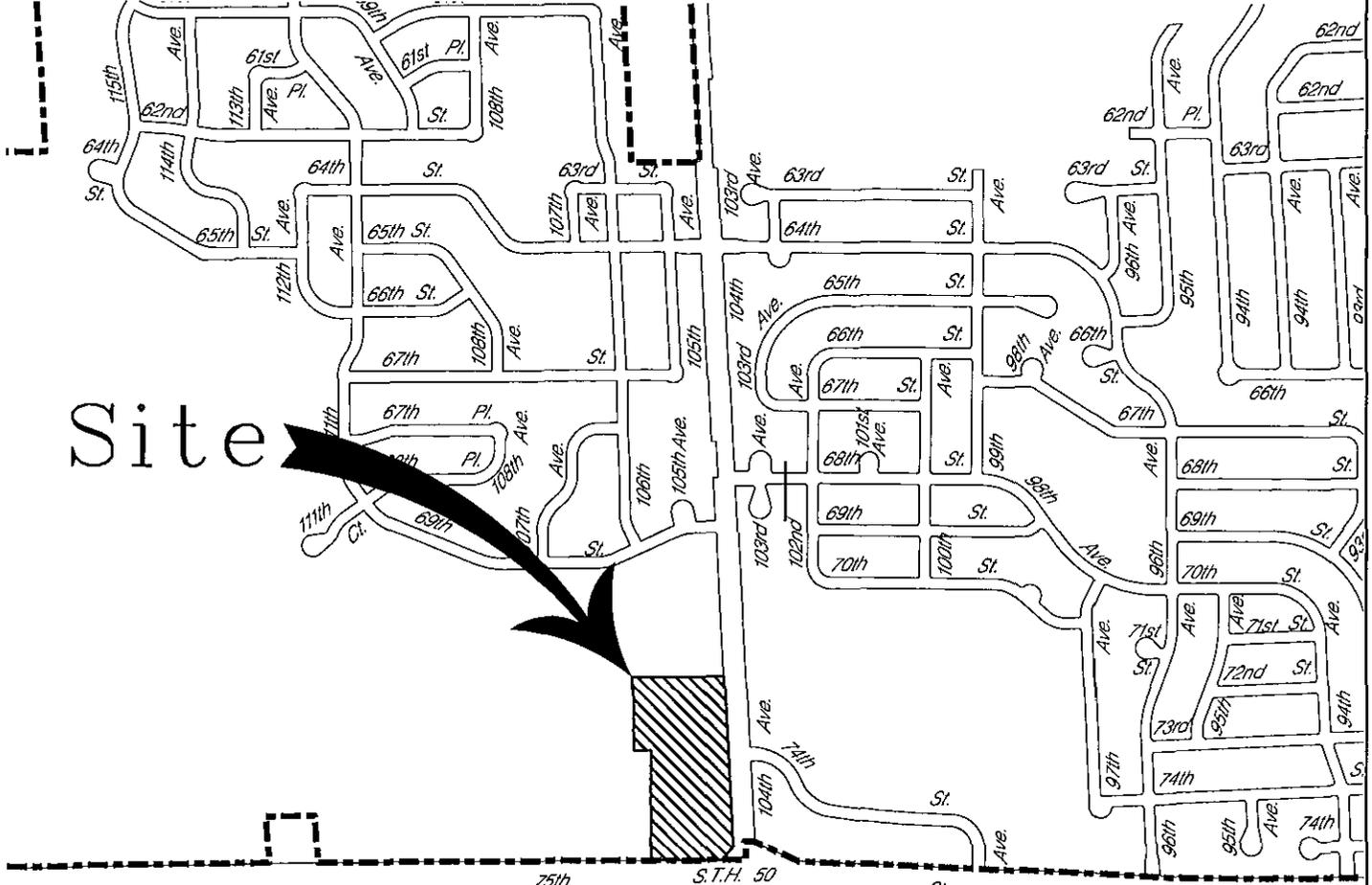
November 10, 2011

- j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
 - k. Cross access shall be provided to adjacent parcels if required at a future date by the City.
 - l. While no Grading Plan is provided, it appears there is no significant amount of grading required. The overall site has a flooding problem northwest of the berm around the detention basin. An overflow route through this berm needs to be cut before Occupancy is provided for the building addition.
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
- a. Any changes to the Condominium Plat or Condominium Association shall be submitted to the City Assessor's office for review.
 - b. The Owner shall verify that there will be no increase in the water meter size required to accommodate this addition. If a water meter increase is required, an impact fee may apply.

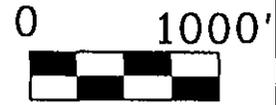
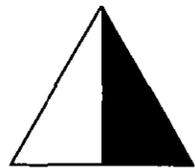
/u2/acct/cp/ckays/1CPC/2011/Nov10/conditions-aurora.odt

City of Kenosha

Vicinity Map
Aurora addition CUP



NORTH



----- Municipal Boundary



M. A. Mortenson Company
17975 W. Sarah Lane
Brookfield, WI 53045

main 262.879-2500
fax 262.879.2510
www.mortenson.com

October 21, 2011

**RE: AURORA MEDICAL CENTER VINCE LOMBARDI CANCER CENTER
RENOVATION PHASE - I**

**M. A. MORTENSON JOB NO. 10080020
CONDITIONAL USE PERMIT APPLICATION - CLARIFICATIONS**

Parking Calculations

Due to no additional personnel (patients, employees, visitors, etc.) being added to the building, updated parking calculations for the building have not been completed. The existing parking will remain unchanged. Per conversations with Brian Wilke and taking into account the preceding explanation, the need for revised parking calculations is not required.

Site Drainage

Drainage connections from the roof of the addition to the existing infrastructure are shown on the Roof drawing A2.1 and the Plumbing drawings, P2.0 and P2.1. The surrounding remaining grade will be returned to its previously sloped state.

South Facade

Should you have any questions or concerns, please contact me at your earliest convenience.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Brittany Merten".

Brittany Merten
Project Manager

bm

cc: 13.01 Conditional Use Permit File 10080020

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

MAILING INFORMATION

NAME OF PROJECT: Aurora Medical Center Vince Lombardi Cancer Center Renovation Phase - I

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

| | | |
|-------------------------------------|---|---|
| <input checked="" type="checkbox"/> | Name and Address of Applicant [Please print]: Mortenson Construction 17975 W. Sarah Lane Brookfield, WI 53045 | Phone: 262-879-2500 Fax: 262-879-2510 E-Mail: brittany.merten@mortenson.com |
| <input type="checkbox"/> | Name and Address of Architect/Engineer [Please print]: Zimmerman Architectural Studios, Inc. 2122 West Mt. Vernon Avenue Milwaukee, WI 53233 | Phone: 414-476-9500 Fax: E-Mail: brian.hudson@zimmerman.com |
| <input type="checkbox"/> | Name and Address of Property Owner (if other than applicant)[Please print]: Aurora Healthcare Southern Lakes, Inc. 2900 W. Oklahoma Avenue Milwaukee, WI 53215 | Phone: 414-649-7174 Fax: E-Mail: brad.sabre@aurora.org |

PROJECT LOCATION

Location of Development (street address and / or parcel number): 10400 75th Street, Kenosha, WI 53142

TYPE OF LAND DEVELOPMENT

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

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

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

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

Department of City Development
625 52nd Street, Room 308
Kenosha, WI 53140

Phone: 262.653.4030
Fax: 262.653.4045
Office Hours:
M - F 8:00 am - 4:30 pm

**SECTION 4
CONDITIONAL USE PERMIT**

Additional Information Required:
Building or Addition Square Footage: Approx. 1,875
Existing Building Size: 338,921
Site Size: 29 Acres
Current # of Employees 900 **Anticipated # of New Employees** 0
Anticipated Value of Improvements \$1,195,742

Submittal Requirements:

- > 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:

- > One (1) 8 1/2" x 11" reduction *or* 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: | Building or Addition Size | Site size | Review Fee |
|--------------|----------------------------------|------------------|---|
| Level 1 | <= 10,000 sq. ft. | <= 1 acre | \$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC |
| Level 2 | 10,001 - 50,000 sq. ft. | 1.01 - 10 acres | \$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC |
| Level 3 | 50,001 - 100,000 sq. ft. | 10.01 - 25 acres | \$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC |
| Level 4 | > 100,001 sq. ft. | > 25.01 acres | \$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC |

- > 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:

- > 30 days for Staff Review
- > 45-60 days for City Plan Commission/Common Council Review

The conditional use permit plans, *prepared to a standard engineering scale*, shall be submitted with this application & shall include the following information:

Building Plan:

- > 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

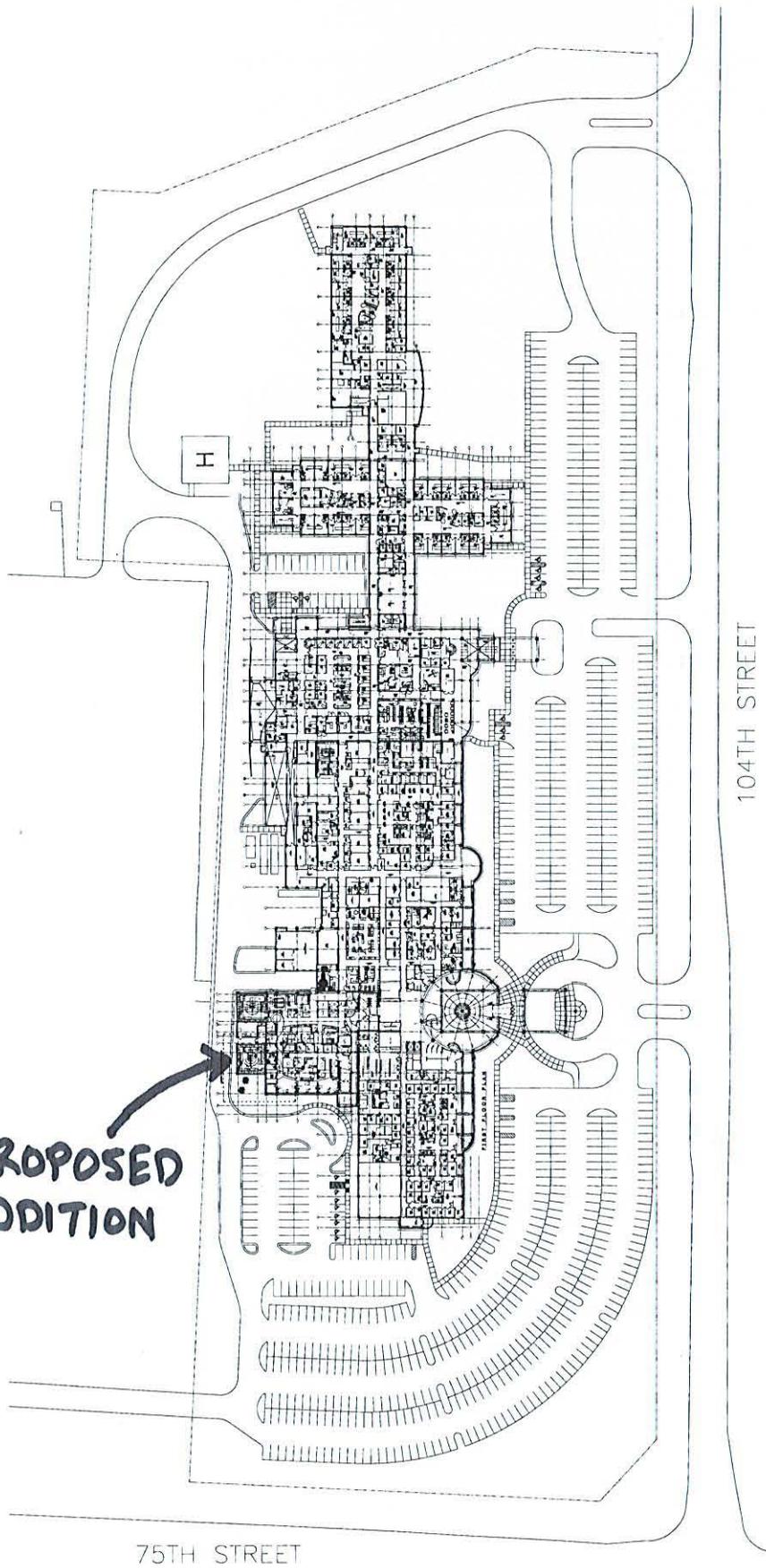
Site Plan
(based on a plat of survey)

- > 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

- > 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

**PROPOSED
ADDITION**



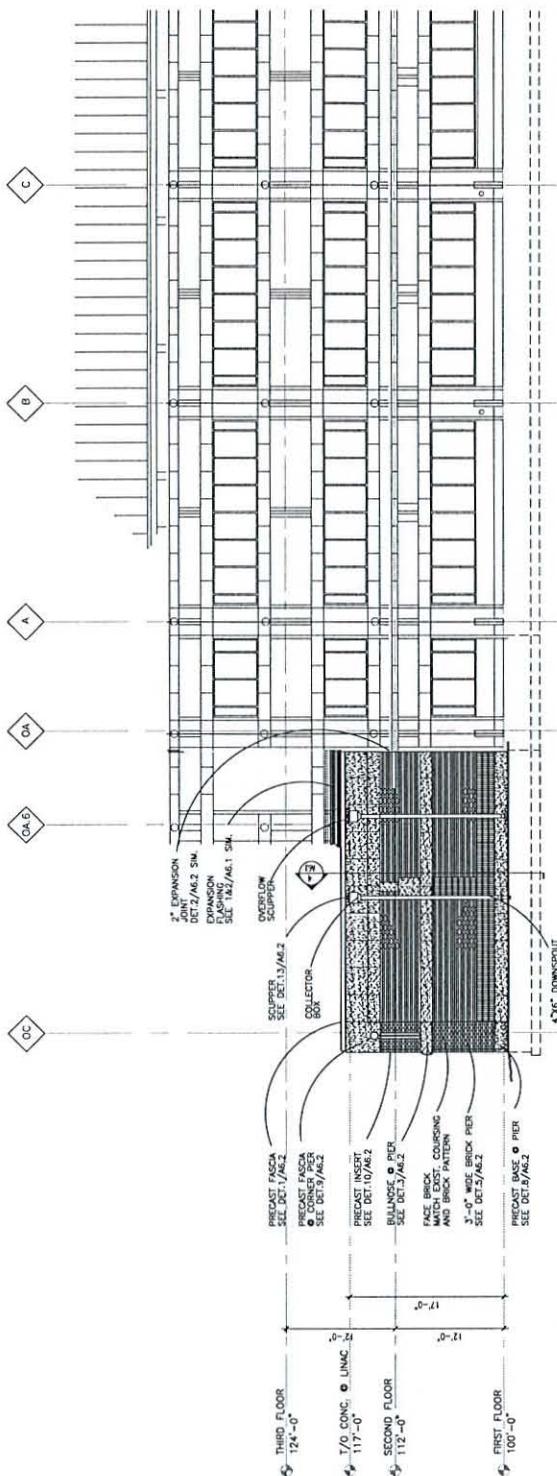
75TH STREET

104TH STREET

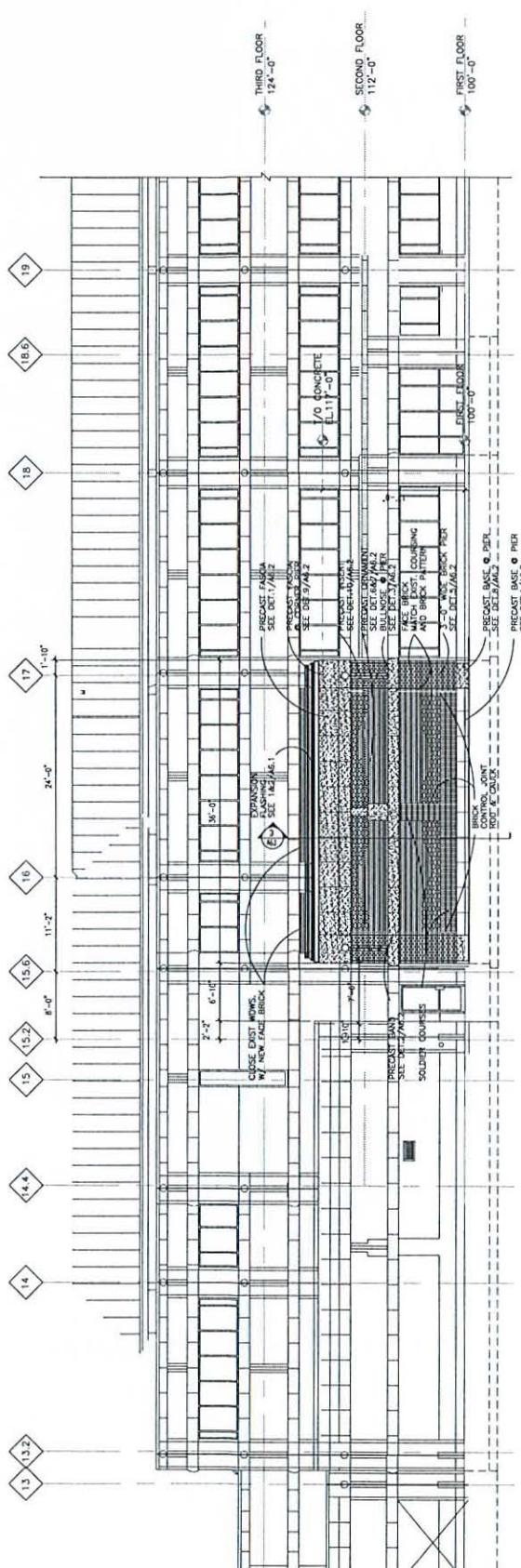
Aurora Medical Center - Kenosha
Cancer Center Renovation

Scale: 1" = 40'

Zimmerman



1 South Elevation
SCALE: 3/16" = 1'-0"



2 West Elevation
SCALE: 3/16" = 1'-0"

Aurora Medical Center - Kenosha
Cancer Center Renovation







| | | | |
|---|---|-------------------|--------|
| City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030 | Kenosha City Plan Commission FACT SHEET | November 10, 2011 | Item 3 |
| Conditional Use Permit for a multi-family residential development to be located east of 30th Avenue, north and south of 21st Street. (Sun Pointe Village) (District #5) PUBLIC HEARING | | | |

LOCATION/SURROUNDINGS:

Site: East of 30th Avenue, North and South of 21st Street
Zoned: Rm-2 Multi-Family Residential/SWO Shoreland Wetland Overlay

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman LaMacchia, has been notified. The Common Council is the final review authority.

ANALYSIS:

- On January 8, 2009, the City Plan Commission approved a Conditional Use Permit for a 91-unit condominium development known as Sun Pointe Village. Since that time, the applicant has constructed one 3-unit building on the site.
- The applicant received two six-month extensions of the Conditional Use Permit from the Common Council. The current approval expires on January 8, 2012. The Zoning Ordinance does not allow Conditional Use Permits to be extended for longer than thirty-six months. Therefore, the applicant has submitted a new Conditional Use Permit application for the remaining units, and the new Conditional Use Permit would terminate the previous Conditional Use Permit approval.

Alternative 1

- The plans submitted are identical to the plans approved in 2009, with one exception. The four-unit building, east of 30th Avenue has been changed to a three-unit building.
- The proposed density of *Alternative 1* is 7.29 units per acre.

Alternative 2

- The applicant has asked for approval of an alternate Site Plan, which is labeled *Optional Site Plan for three- and four-unit Buildings and Duplex Buildings*. If the three-unit and four-unit buildings prove to be more marketable, the applicant would like the ability to use the Optional Site Plan and not have to come back to the Common Council for approval.
- The proposed density of *Alternative 2* is 6.40 units per acre. Staff supports the alternate Site Plan.
- Both sets of plans were sent to City departments for their review. Their comments are included in the attached Conditions of Approval.
- All plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

| | | | |
|--|---|--------------------------|---------------|
| <p>City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030</p> | <p>Kenosha City Plan Commission</p> <p style="text-align: center;">FACT SHEET</p> | <p>November 10, 2011</p> | <p>Item 3</p> |
| <p>Conditional Use Permit for a multi-family residential development to be located east of 30th Avenue, north and south of 21st Street. (Sun Pointe Village) (District #5) PUBLIC HEARING</p> | | | |

- The applicant will have six (6) months to pull the first Building permit and twenty-four (24) months to pull all Building permits.

RECOMMENDATION:

A recommendation is made to approve *Alternative 1* as proposed and *Alternative 2* as an option, subject to the attached Conditions of Approval.

B. R. Wilke

 Brian R. Wilke, Development Coordinator
 /u2/acct/cp/ckays/1CPC/2011/Nov10/fact-cup-sun pointe.odt

Jeffrey B. Labahn

 Jeffrey B. Labahn, Director of City Development

| | | | |
|--|---|--|--------------------------|
| <p>City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030</p> | <p>Kenosha City Plan Commission Conditions of Approval</p> | <p>Sun Pointe Village 30th Avenue, North and South of 21st Street</p> | <p>November 10, 2011</p> |
|--|---|--|--------------------------|

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. The applicant shall obtain all required construction permits from the Department of Neighborhood Services & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - b. The applicant shall obtain Driveway, Sidewalk and Parking Lot permits from the Department of Public Works.
 - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
 - d. The development shall be constructed per the approved plans on file with the Department of City Development, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of City Development for review and approval.
 - e. Prior to the issuance of any occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - f. Compliance with City and State and/or Federal Codes and Ordinances and any Conditions noted in the recorded Developers Agreement.
 - g. All trash containers shall be stored within the enclosure or building. Applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - h. Applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of the Common Council approval. Building permits for all other buildings shall be obtained within two (2) years of the Common Council approval or the Conditional Use Permit shall be null and void.
 - i. All vehicles shall be parked within the designated paved areas.

| | | | |
|--|---|---|-------------------|
| City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030 | <i>Kenosha City Plan Commission Conditions of Approval</i> | Sun Pointe Village 30th Avenue, North and South of 21st Street | November 10, 2011 |
|--|---|---|-------------------|

- j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
 - k. Cross access shall be provided to adjacent parcels if required at a future date by the City.
 - l. Park Impact fees shall be paid, per Chapter 35 of the Code of General Ordinances, prior to the issuance of each Building permit.
 - m. Applicant shall indicate in writing to the City which Alternative is chosen before proceeding with Alternative 1 or Alternative 2.
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 October 24, 2011.
 - b. The reduced plans and full size plans conflict in a few areas on unit type and size. This approval is for the Site Plan dated September 21, 2011. Revised full size plans shall be submitted matching the reduced plans.
 - c. The Developer shall verify that individual 5/8" water meters will be installed for each unit. This will result in a sewer connection fee of \$9,843 for the three unit buildings and a fee of \$13,124 for the four unit buildings.
 - d. Substitute a different type of shade tree for the nine (9) *Patmore Ash* specified on the planting list. The *Emerald Ash Borer* threat curtails the planting of any Ash trees.
 - e. Any conflicts that do or will exist with the number of condominium units on the plat and on the approved Site Plan shall be addressed with the City Assessor's office prior to the issuance of Building permits.

/u2/acct/cp/ckays/1CPC/2011/Nov10/conditions-sun pointe.odt



Engineering Division
 Michael M. Lemens, P.E.
 Director/City Engineer
Fleet Maintenance
 Mauro Lenci
 Superintendent

Street Division
 John H. Prijic
 Superintendent
Waste Division
 Rocky Bednar
 Superintendent
Park Division
 Jeff Warnock
 Superintendent

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Interim Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
 Telephone (262) 653-4050 · Fax (262) 653-4056

TO: Brian Wilke, Development Coordinator

FROM: Michael M. Lemens, P.E. *[Signature]*
 Interim Director of Public Works
 Shelly Billingsley, P.E. *[Signature]* 10-25-11
 Assistant City Engineer-Storm Water Utility/Parks

DATE: October 24, 2011
SUBJECT: PLAN REVIEW COMMENTS
Project Description: Sun Pointe Village
Location: 21st Street East of 30th Avenue

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

| Parking Lot Ordinance Compliance | Sufficient | Deficient |
|---|-------------------|------------------|
| Parking Lot Paved | | |
| Standard Stall Width | | |
| Parking Lot Layout | X | |
| Parking Lot Lighting Shown | | X |
| Parking Lot Lighting Adequate | | X |
| Handicapped Parking | | |
| Driveway Locations | X | |
| Driveway Width | X | |
| Passing Blister or Accel/Decel Lanes | | |
| Sidewalks Adequate | X | |
| Drive Thru Lane Design | | |

| Public Streets | Sufficient | Deficient |
|---------------------------|-------------------|------------------|
| Geometric Design | N/A | |
| Pavement Width | | |
| Pavement Thickness Design | | |
| Established Grades | | |
| Plan Details | | |
| Sidewalks | | |
| Street Lights | | |

| Site Grading/Drainage | Sufficient | Deficient |
|-----------------------|------------|-----------|
| Drainage Plan | | X |
| Storm Sewer | | |
| Storm Water Detention | | |
| Drainage Calculations | | |

| Project Approval/Permits Needed | Yes | No |
|---|-----|----|
| Project Approved for Permitting | | X |
| Withhold Permits: See Comments | | |
| Approve Footing/ Foundation Only (per condition) | | |
| Parking Lot Permit Required | X | |
| Driveway Permits Required | | |
| Sidewalk Permit Required | | |
| Street Opening Permit Required | | |
| State Permit Required | | |

Other Comments:

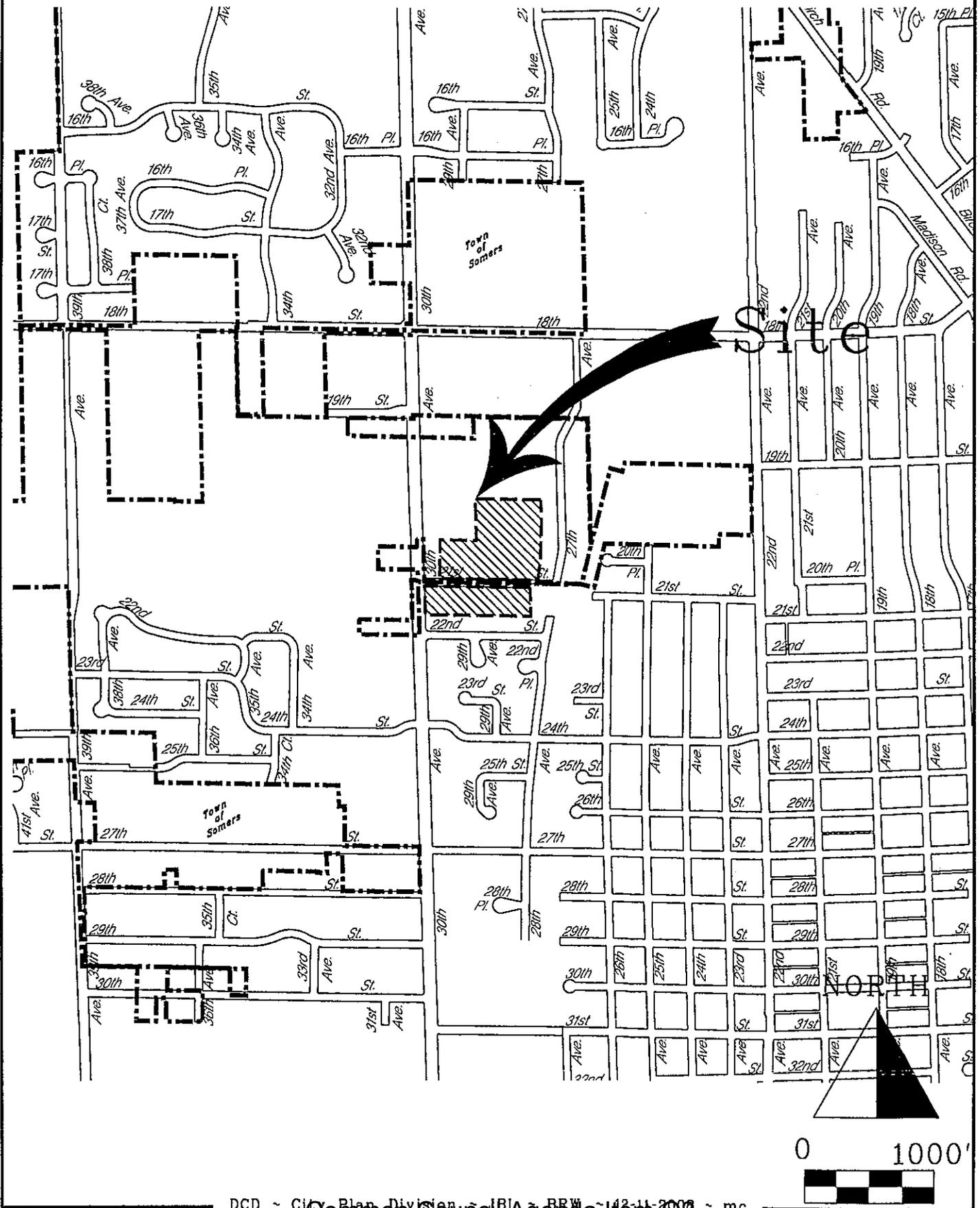
1. The plans submitted do not clearly show and label the proposed lighting of parking areas, especially north of 21st Street north of building 4B and the median and the area between #6B and 5B.
2. Please submit a detailed grading/drainage plan for each of the proposed options to show revised building footprints and layout.

MML:ekt

cc: Randy LeClaire
Bill Kohel
Tara Zerzanek

City of Kenosha

Vicinity Map
Sun Pointe Village



October 5th, 2011

City of Kenosha
Attn: Brian Wilke—City Development
625 52nd St
Kenosha, WI 53142

RE: Sun Pointe Village Conditional Use Permit

Dear Mr. Wilke,

I am formally submitting a request to renew a Conditional Use Permit for the Sun Pointe Village Development located at 21st St and 30th Ave in Kenosha. However, there is currently an active CUP on this site and I am asking that this CUP be terminated and the new one that is being requested by this letter be put in effect. The following plans are attached as part of this renewal:

- 1) Farris Hansen & Associates (30" x 42") 10 sets
- these plans include site plans, utility plans, landscape plans and building plans
- 2) (20) reduced size (8" x 11") drawings of the following:
 - Color Exterior Elevation Pictures
 - Site Plans
 - Landscape Plan
 - Building Floor Plans

In addition to the above plans I am also submitting the following:

- Conditional Use Permit Application
- Verification of Taxes Paid
- Check in the amount of \$1725 for C.U.P. Review

As we have previously discussed I have included in the plans above an "optional site plan" for review and approval. This optional plan shows the substitution of 3 and 4 unit buildings in place of the 9 unit buildings as originally approved.

As you are aware this project is currently under construction and we had submitted all of the plans in greater detail at the time of the original CUP, which included detailed engineering and stormwater management plans. It is my understanding that City Staff has the ability to review those plans and drawings if needed as part of this approval process. However, if additional data is needed in order to complete your review please do not hesitate to contact me so I can get the necessary information to you immediately.

If you need anything additional please do not hesitate to contact me at the number listed below.

Thank You,



Jonah P. Hetland
Development Director
Mills Enterprises
262-842-0483

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

MAILING INFORMATION

NAME OF PROJECT: Sunpoint Village

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

Name and Address of Applicant [Please print]:
Mills Enterprises Phone: 262-842-0483
4011 80th St Fax: 262 942 3505
Kenosha, WI 53142 E-Mail: Jonah@cmaofwi.com

Name and Address of Architect/Engineer [Please print]:
Farris Hansen + Assoc. Phone: 262-723-2098
7 Ridgeway Ct. Fax: _____
Elkhorn, WI 53121 E-Mail: _____

Name and Address of Property Owner (if other than applicant)[Please print]:
 _____ Phone: _____
 _____ Fax: _____
 _____ E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number):
30th Ave and 215th St Kenosha, WI

TYPE OF LAND DEVELOPMENT

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

| | | | |
|-------------------------------------|--|------------|---------------|
| <input type="checkbox"/> | Certified Survey Map | Section 1 | Page 3 |
| <input type="checkbox"/> | Concept Review (<i>Land Division</i>) | Section 2 | Page 4 |
| <input type="checkbox"/> | Concept Review (Multi-Family Residential or Non-Residential) | Section 3 | Page 5 |
| <input 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 City Development
625 52nd Street, Room 308
Kenosha, WI 53140

Phone: 262.653.4030
Fax: 262.653.4045

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

**SECTION 4
CONDITIONAL USE PERMIT**

| | |
|---|--|
| Additional Information Required: | Building or Addition Square Footage: <u> N/A </u> Existing Building Size: <u> N/A </u> Site Size: <u> 10 acres + </u> Current # of Employees <u> N/A </u> Anticipated # of New Employees <u> N/A </u> Anticipated Value of Improvements <u> 4,000,000 + </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: | | Building or Addition Size | Site size | Review Fee |
| | Level 1 | <= 10,000 sq. ft. | <= 1 acre | \$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC |
| | Level 2 | 10,001 - 50,000 sq. ft. | 1.01 - 10 acres | \$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC |
| | Level 3 | 50,001 - 100,000 sq. ft. | 10.01 - 25 acres | \$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC |
| | Level 4 | > 100,001 sq. ft. | > 25.01 acres | \$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC |
| <ul style="list-style-type: none"> ➤ 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, *prepared to a standard engineering scale*, 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 |
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| 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 |
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SUN POINTE VILLAGE



9 UNIT BUILDING

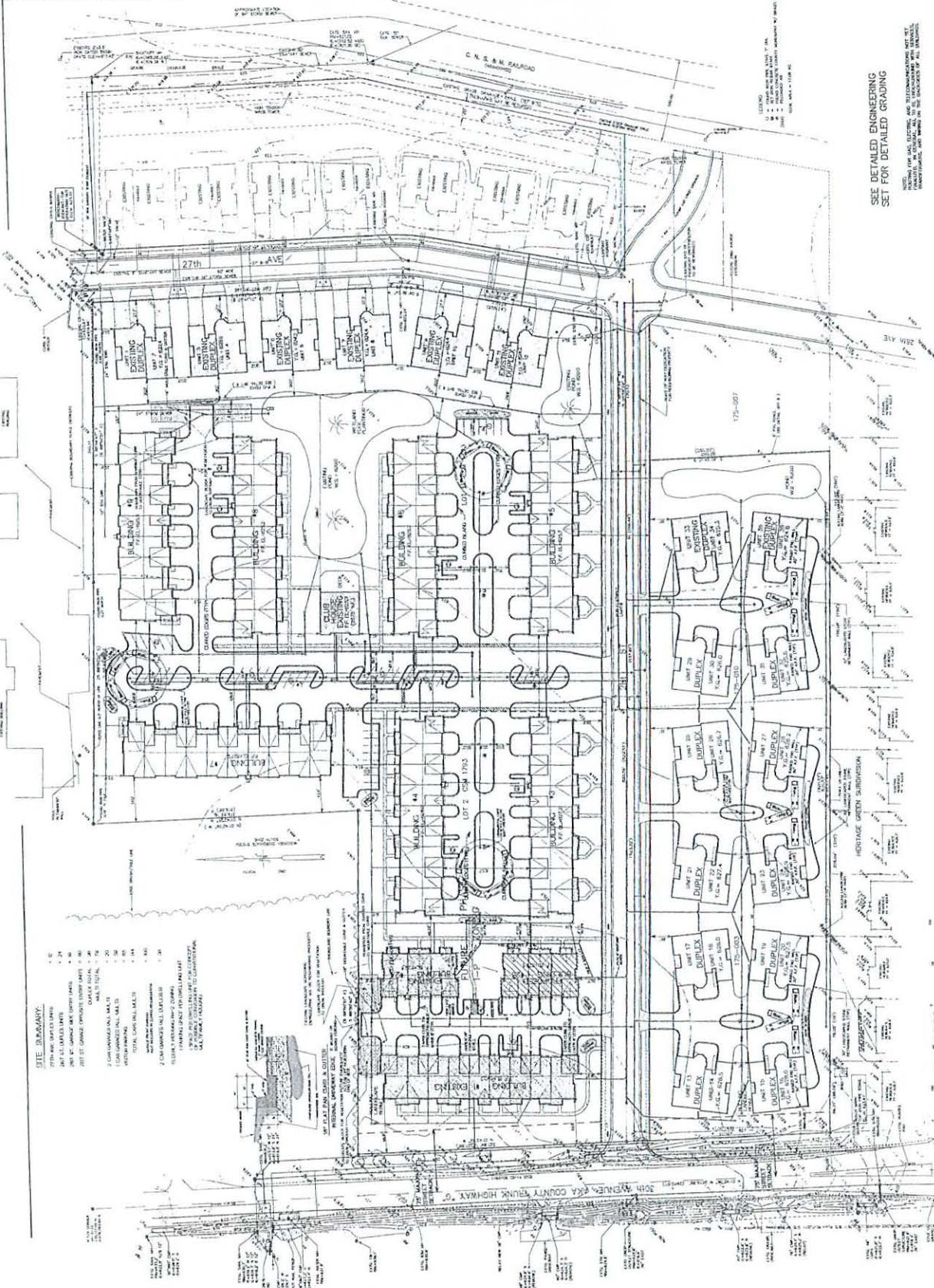
SUN POINTE VILLAGE



BEGONIA / AZALEA UNITS

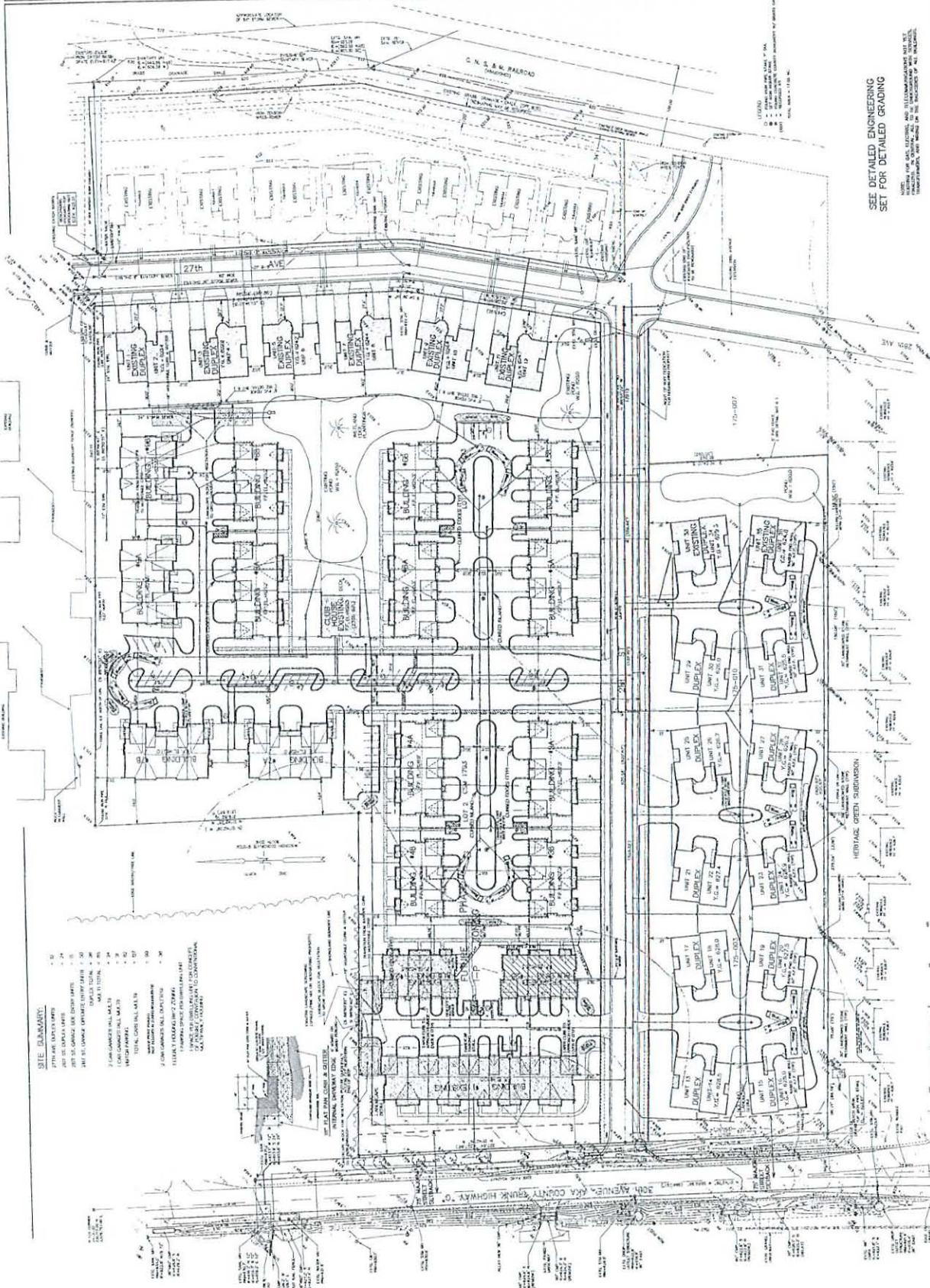


AZALEA / BEGONIA UNITS



SEE DETAILED ENGINEERING SET FOR DETAILED GRADING

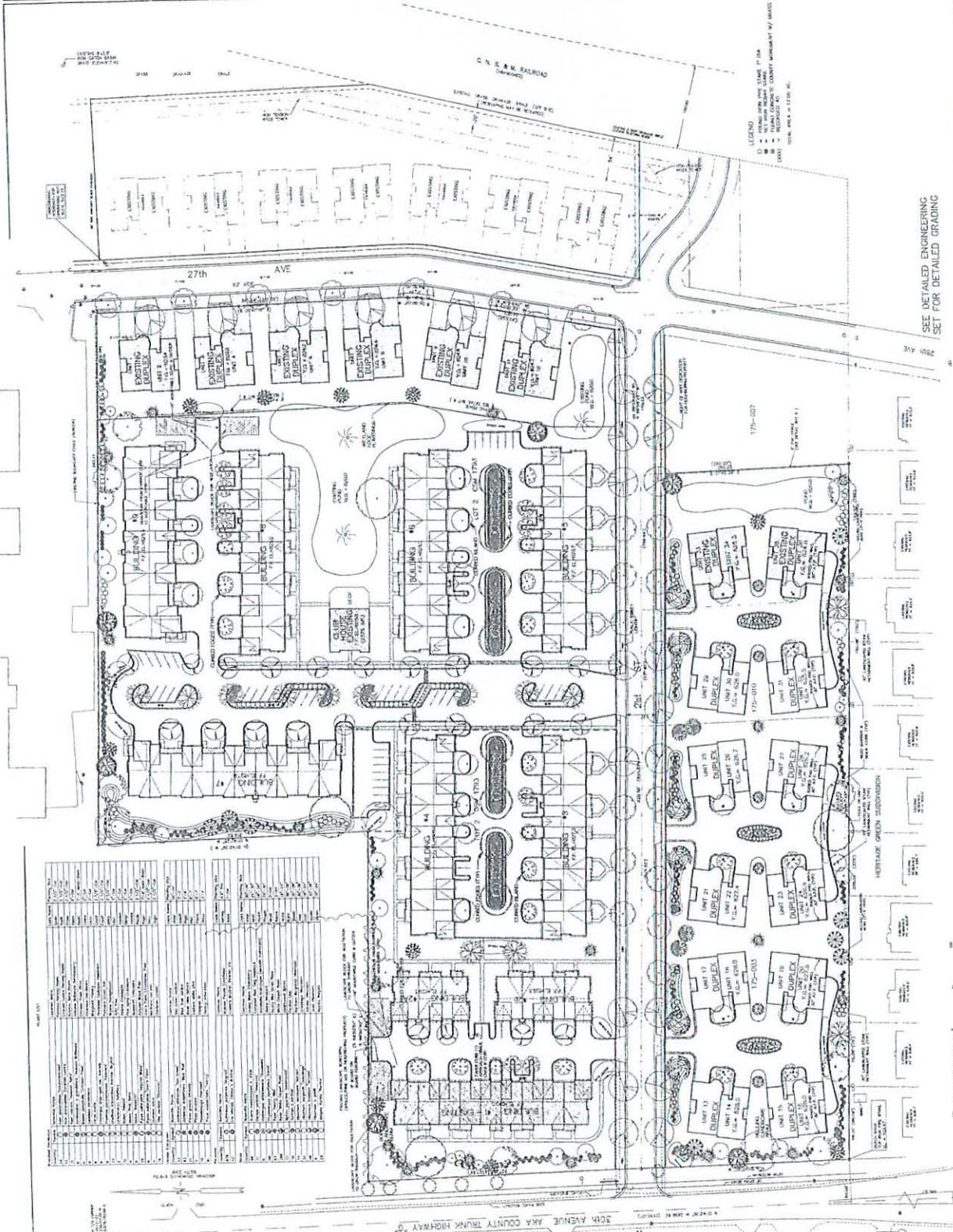
SITE BOUNDARY:
 1. 27th AVE
 2. 28th AVE
 3. 30th AVENUE (AKA COUNTY TRUNK HIGHWAY O)
 4. WESTERN GREENWAY DRIVE
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Optional Site Plan for
 three- and four-unit
 Buildings and Duplex
 Buildings

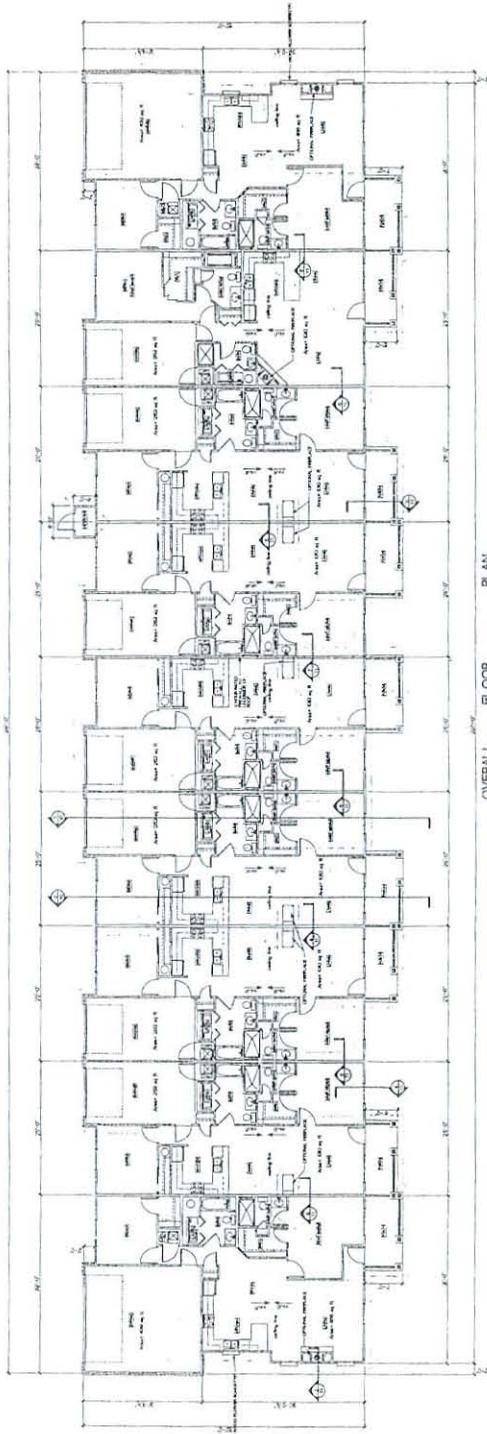
SITE SUMMARY:

| | |
|---|--------|
| 1. TOTAL AREA (ACRES) | 1.21 |
| 2. TOTAL AREA (SQ. FT.) | 83,000 |
| 3. TOTAL GARAGE SPACE (CARS) | 150 |
| 4. TOTAL GARAGE SPACE (TRUCKS) | 10 |
| 5. TOTAL GARAGE SPACE (TOTAL) | 160 |
| 6. TOTAL GARAGE SPACE (PER 1000 SQ. FT.) | 1.93 |
| 7. TOTAL GARAGE SPACE (PER 1000 SQ. FT.) | 1.93 |
| 8. TOTAL GARAGE SPACE (PER 1000 SQ. FT.) | 1.93 |
| 9. TOTAL GARAGE SPACE (PER 1000 SQ. FT.) | 1.93 |
| 10. TOTAL GARAGE SPACE (PER 1000 SQ. FT.) | 1.93 |
| 11. TOTAL GARAGE SPACE (PER 1000 SQ. FT.) | 1.93 |
| 12. TOTAL GARAGE SPACE (PER 1000 SQ. FT.) | 1.93 |
| 13. TOTAL GARAGE SPACE (PER 1000 SQ. FT.) | 1.93 |
| 14. TOTAL GARAGE SPACE (PER 1000 SQ. FT.) | 1.93 |
| 15. TOTAL GARAGE SPACE (PER 1000 SQ. FT.) | 1.93 |
| 16. TOTAL GARAGE SPACE (PER 1000 SQ. FT.) | 1.93 |
| 17. TOTAL GARAGE SPACE (PER 1000 SQ. FT.) | 1.93 |
| 18. TOTAL GARAGE SPACE (PER 1000 SQ. FT.) | 1.93 |
| 19. TOTAL GARAGE SPACE (PER 1000 SQ. FT.) | 1.93 |
| 20. TOTAL GARAGE SPACE (PER 1000 SQ. FT.) | 1.93 |

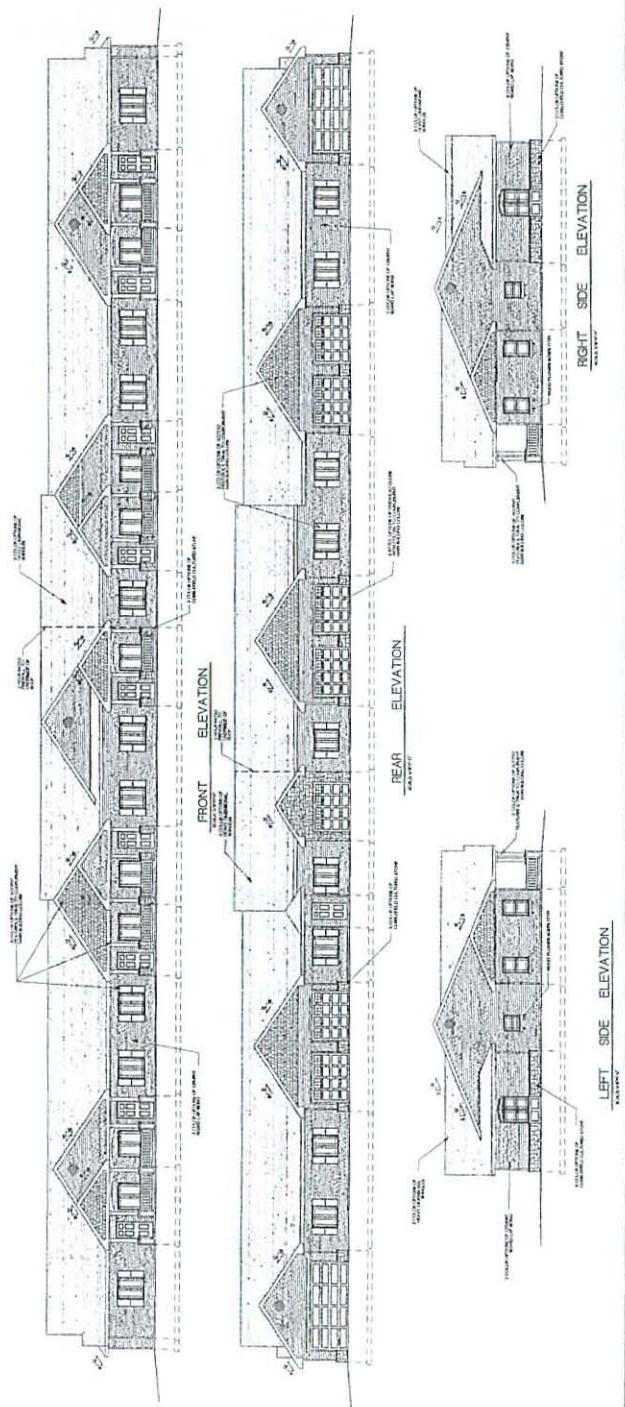


| NO. | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL PRICE |
|-----|----------------------|----------|------------|-------------|
| 1 | 1" x 4" x 8" PLANK | 100 | 1.50 | 150.00 |
| 2 | 2" x 4" x 8" PLANK | 100 | 2.00 | 200.00 |
| 3 | 3" x 4" x 8" PLANK | 100 | 2.50 | 250.00 |
| 4 | 4" x 4" x 8" PLANK | 100 | 3.00 | 300.00 |
| 5 | 5" x 4" x 8" PLANK | 100 | 3.50 | 350.00 |
| 6 | 6" x 4" x 8" PLANK | 100 | 4.00 | 400.00 |
| 7 | 7" x 4" x 8" PLANK | 100 | 4.50 | 450.00 |
| 8 | 8" x 4" x 8" PLANK | 100 | 5.00 | 500.00 |
| 9 | 9" x 4" x 8" PLANK | 100 | 5.50 | 550.00 |
| 10 | 10" x 4" x 8" PLANK | 100 | 6.00 | 600.00 |
| 11 | 11" x 4" x 8" PLANK | 100 | 6.50 | 650.00 |
| 12 | 12" x 4" x 8" PLANK | 100 | 7.00 | 700.00 |
| 13 | 13" x 4" x 8" PLANK | 100 | 7.50 | 750.00 |
| 14 | 14" x 4" x 8" PLANK | 100 | 8.00 | 800.00 |
| 15 | 15" x 4" x 8" PLANK | 100 | 8.50 | 850.00 |
| 16 | 16" x 4" x 8" PLANK | 100 | 9.00 | 900.00 |
| 17 | 17" x 4" x 8" PLANK | 100 | 9.50 | 950.00 |
| 18 | 18" x 4" x 8" PLANK | 100 | 10.00 | 1000.00 |
| 19 | 19" x 4" x 8" PLANK | 100 | 10.50 | 1050.00 |
| 20 | 20" x 4" x 8" PLANK | 100 | 11.00 | 1100.00 |
| 21 | 21" x 4" x 8" PLANK | 100 | 11.50 | 1150.00 |
| 22 | 22" x 4" x 8" PLANK | 100 | 12.00 | 1200.00 |
| 23 | 23" x 4" x 8" PLANK | 100 | 12.50 | 1250.00 |
| 24 | 24" x 4" x 8" PLANK | 100 | 13.00 | 1300.00 |
| 25 | 25" x 4" x 8" PLANK | 100 | 13.50 | 1350.00 |
| 26 | 26" x 4" x 8" PLANK | 100 | 14.00 | 1400.00 |
| 27 | 27" x 4" x 8" PLANK | 100 | 14.50 | 1450.00 |
| 28 | 28" x 4" x 8" PLANK | 100 | 15.00 | 1500.00 |
| 29 | 29" x 4" x 8" PLANK | 100 | 15.50 | 1550.00 |
| 30 | 30" x 4" x 8" PLANK | 100 | 16.00 | 1600.00 |
| 31 | 31" x 4" x 8" PLANK | 100 | 16.50 | 1650.00 |
| 32 | 32" x 4" x 8" PLANK | 100 | 17.00 | 1700.00 |
| 33 | 33" x 4" x 8" PLANK | 100 | 17.50 | 1750.00 |
| 34 | 34" x 4" x 8" PLANK | 100 | 18.00 | 1800.00 |
| 35 | 35" x 4" x 8" PLANK | 100 | 18.50 | 1850.00 |
| 36 | 36" x 4" x 8" PLANK | 100 | 19.00 | 1900.00 |
| 37 | 37" x 4" x 8" PLANK | 100 | 19.50 | 1950.00 |
| 38 | 38" x 4" x 8" PLANK | 100 | 20.00 | 2000.00 |
| 39 | 39" x 4" x 8" PLANK | 100 | 20.50 | 2050.00 |
| 40 | 40" x 4" x 8" PLANK | 100 | 21.00 | 2100.00 |
| 41 | 41" x 4" x 8" PLANK | 100 | 21.50 | 2150.00 |
| 42 | 42" x 4" x 8" PLANK | 100 | 22.00 | 2200.00 |
| 43 | 43" x 4" x 8" PLANK | 100 | 22.50 | 2250.00 |
| 44 | 44" x 4" x 8" PLANK | 100 | 23.00 | 2300.00 |
| 45 | 45" x 4" x 8" PLANK | 100 | 23.50 | 2350.00 |
| 46 | 46" x 4" x 8" PLANK | 100 | 24.00 | 2400.00 |
| 47 | 47" x 4" x 8" PLANK | 100 | 24.50 | 2450.00 |
| 48 | 48" x 4" x 8" PLANK | 100 | 25.00 | 2500.00 |
| 49 | 49" x 4" x 8" PLANK | 100 | 25.50 | 2550.00 |
| 50 | 50" x 4" x 8" PLANK | 100 | 26.00 | 2600.00 |
| 51 | 51" x 4" x 8" PLANK | 100 | 26.50 | 2650.00 |
| 52 | 52" x 4" x 8" PLANK | 100 | 27.00 | 2700.00 |
| 53 | 53" x 4" x 8" PLANK | 100 | 27.50 | 2750.00 |
| 54 | 54" x 4" x 8" PLANK | 100 | 28.00 | 2800.00 |
| 55 | 55" x 4" x 8" PLANK | 100 | 28.50 | 2850.00 |
| 56 | 56" x 4" x 8" PLANK | 100 | 29.00 | 2900.00 |
| 57 | 57" x 4" x 8" PLANK | 100 | 29.50 | 2950.00 |
| 58 | 58" x 4" x 8" PLANK | 100 | 30.00 | 3000.00 |
| 59 | 59" x 4" x 8" PLANK | 100 | 30.50 | 3050.00 |
| 60 | 60" x 4" x 8" PLANK | 100 | 31.00 | 3100.00 |
| 61 | 61" x 4" x 8" PLANK | 100 | 31.50 | 3150.00 |
| 62 | 62" x 4" x 8" PLANK | 100 | 32.00 | 3200.00 |
| 63 | 63" x 4" x 8" PLANK | 100 | 32.50 | 3250.00 |
| 64 | 64" x 4" x 8" PLANK | 100 | 33.00 | 3300.00 |
| 65 | 65" x 4" x 8" PLANK | 100 | 33.50 | 3350.00 |
| 66 | 66" x 4" x 8" PLANK | 100 | 34.00 | 3400.00 |
| 67 | 67" x 4" x 8" PLANK | 100 | 34.50 | 3450.00 |
| 68 | 68" x 4" x 8" PLANK | 100 | 35.00 | 3500.00 |
| 69 | 69" x 4" x 8" PLANK | 100 | 35.50 | 3550.00 |
| 70 | 70" x 4" x 8" PLANK | 100 | 36.00 | 3600.00 |
| 71 | 71" x 4" x 8" PLANK | 100 | 36.50 | 3650.00 |
| 72 | 72" x 4" x 8" PLANK | 100 | 37.00 | 3700.00 |
| 73 | 73" x 4" x 8" PLANK | 100 | 37.50 | 3750.00 |
| 74 | 74" x 4" x 8" PLANK | 100 | 38.00 | 3800.00 |
| 75 | 75" x 4" x 8" PLANK | 100 | 38.50 | 3850.00 |
| 76 | 76" x 4" x 8" PLANK | 100 | 39.00 | 3900.00 |
| 77 | 77" x 4" x 8" PLANK | 100 | 39.50 | 3950.00 |
| 78 | 78" x 4" x 8" PLANK | 100 | 40.00 | 4000.00 |
| 79 | 79" x 4" x 8" PLANK | 100 | 40.50 | 4050.00 |
| 80 | 80" x 4" x 8" PLANK | 100 | 41.00 | 4100.00 |
| 81 | 81" x 4" x 8" PLANK | 100 | 41.50 | 4150.00 |
| 82 | 82" x 4" x 8" PLANK | 100 | 42.00 | 4200.00 |
| 83 | 83" x 4" x 8" PLANK | 100 | 42.50 | 4250.00 |
| 84 | 84" x 4" x 8" PLANK | 100 | 43.00 | 4300.00 |
| 85 | 85" x 4" x 8" PLANK | 100 | 43.50 | 4350.00 |
| 86 | 86" x 4" x 8" PLANK | 100 | 44.00 | 4400.00 |
| 87 | 87" x 4" x 8" PLANK | 100 | 44.50 | 4450.00 |
| 88 | 88" x 4" x 8" PLANK | 100 | 45.00 | 4500.00 |
| 89 | 89" x 4" x 8" PLANK | 100 | 45.50 | 4550.00 |
| 90 | 90" x 4" x 8" PLANK | 100 | 46.00 | 4600.00 |
| 91 | 91" x 4" x 8" PLANK | 100 | 46.50 | 4650.00 |
| 92 | 92" x 4" x 8" PLANK | 100 | 47.00 | 4700.00 |
| 93 | 93" x 4" x 8" PLANK | 100 | 47.50 | 4750.00 |
| 94 | 94" x 4" x 8" PLANK | 100 | 48.00 | 4800.00 |
| 95 | 95" x 4" x 8" PLANK | 100 | 48.50 | 4850.00 |
| 96 | 96" x 4" x 8" PLANK | 100 | 49.00 | 4900.00 |
| 97 | 97" x 4" x 8" PLANK | 100 | 49.50 | 4950.00 |
| 98 | 98" x 4" x 8" PLANK | 100 | 50.00 | 5000.00 |
| 99 | 99" x 4" x 8" PLANK | 100 | 50.50 | 5050.00 |
| 100 | 100" x 4" x 8" PLANK | 100 | 51.00 | 5100.00 |

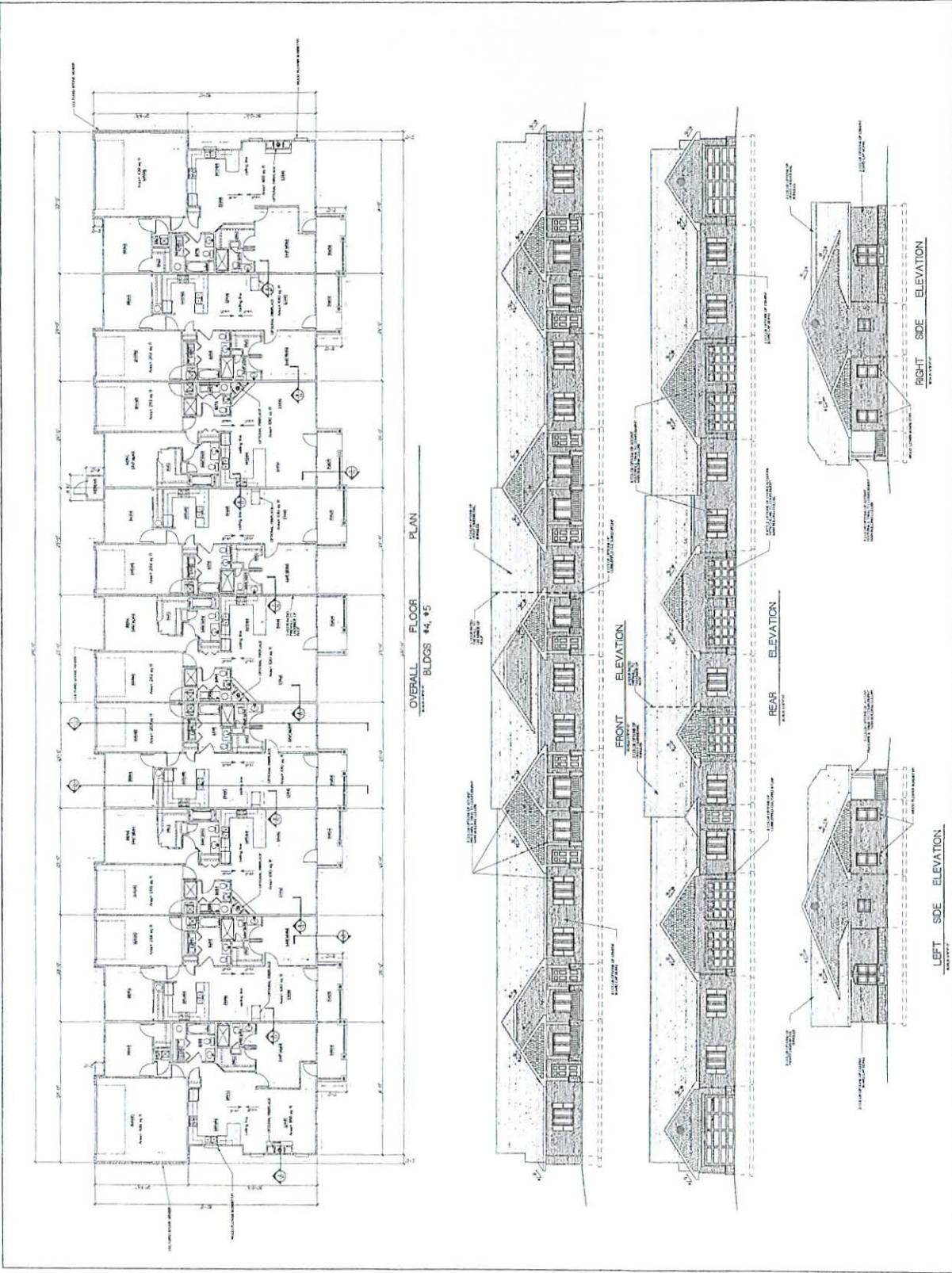
| | | | | |
|---|---|--|---|---|
|  | SUN PONTE VILLAGE AND DUPLEX CONDOMINIUMS CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN | STYLE NO. 1 9 UNIT BLDG - REAR LOAD GARAGE OVERALL FLOOR PLAN EXTERIOR ELEVATIONS | PARIS, HANSEN & ASSOCIATES, INC. ENGINEERS, ARCHITECTS, SURVEYORS 700 WEST COURT W.D. BOX 437 ELKHORN, WISCONSIN 53120 PHONE (414) 733-2528 FAX (414) 733-2888 | PROJECT NO. 6043 DATE 07/05 SHEET NO. 9 of 15 |
| | ARCHITECT ENGINEER SURVEYOR LANDSCAPE ARCHITECT INTERIOR DESIGNER HISTORIC PRESERVATION ARCHITECT ENVIRONMENTAL DESIGNER PLANNING CONSTRUCTION MANAGEMENT | PROJECT NO. DATE SHEET NO. | PROJECT NO. DATE SHEET NO. | PROJECT NO. DATE SHEET NO. |

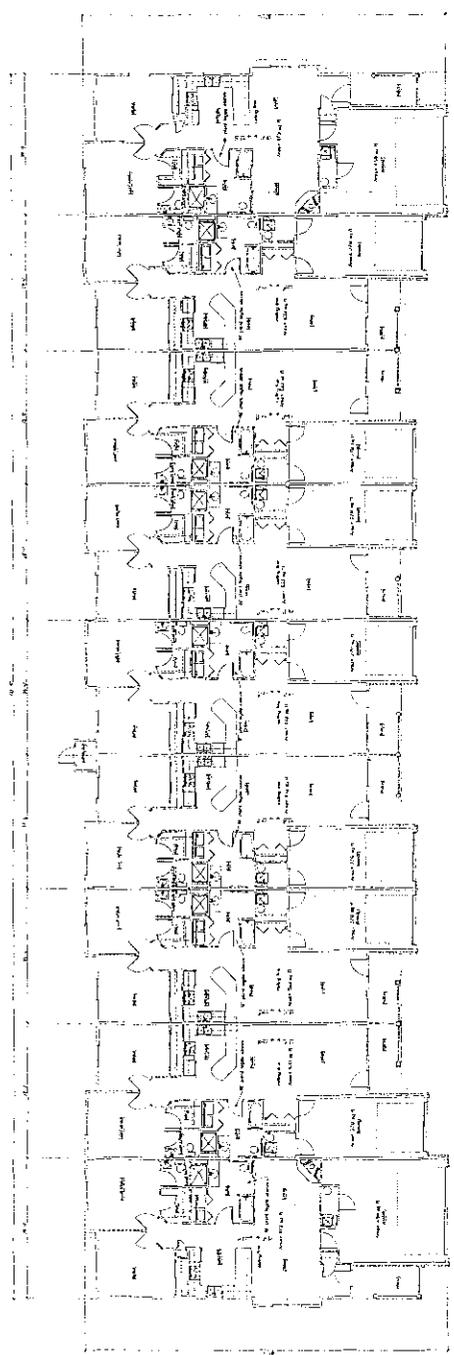


OVERALL FLOOR PLAN
 BLDGS #1, #3, #5, #8



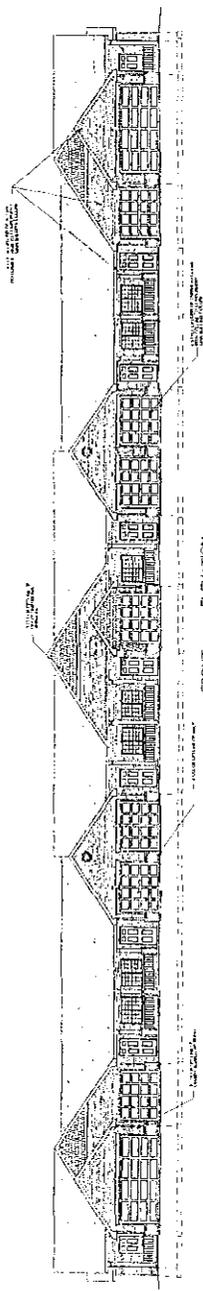
| | | | | |
|--|--|--|--|--|
| | SUN POINTE VILLAGE AND DUPLEX CONDOMINIUMS CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN | STYLE NO. 2 9 UNIT BLDG - REAR LOAD GARAGE OVERALL FLOOR PLAN EXTERIOR ELEVATIONS | PARRIS, HANSEN & ASSOCIATES, INC. Engineering, Architecture, Planning 7000 W. WISCONSIN ST. #200 MILWAUKEE, WISCONSIN 53222 PHONE (414) 772-2000 FAX (414) 772-2008 | PROJECT NO. 6043 DATE 7/22/05 IT of 15 |
| | OVERALL FLOOR PLAN BLDGS #4, #5 | | | FRONT ELEVATION REAR ELEVATION LEFT SIDE ELEVATION RIGHT SIDE ELEVATION |



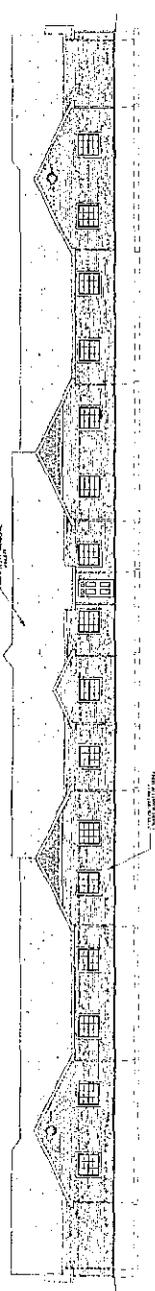


FLOOR PLAN
 BLDG #9

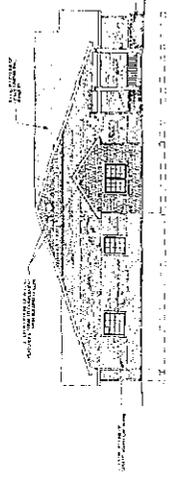
NOT TO SCALE
 ALL DIMENSIONS SHOWN ON DRAWINGS
 UNLESS OTHERWISE NOTED



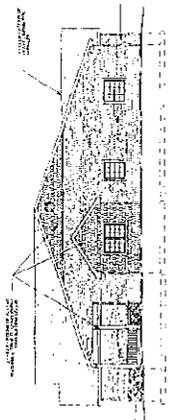
FRONT ELEVATION



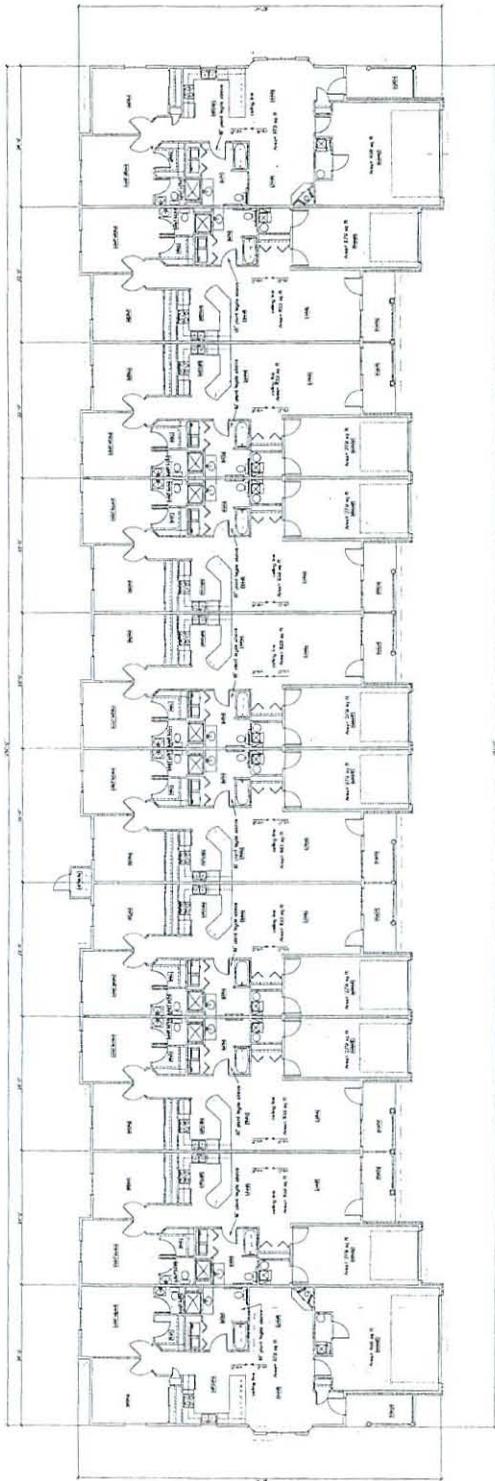
REAR ELEVATION



LEFT SIDE ELEVATION

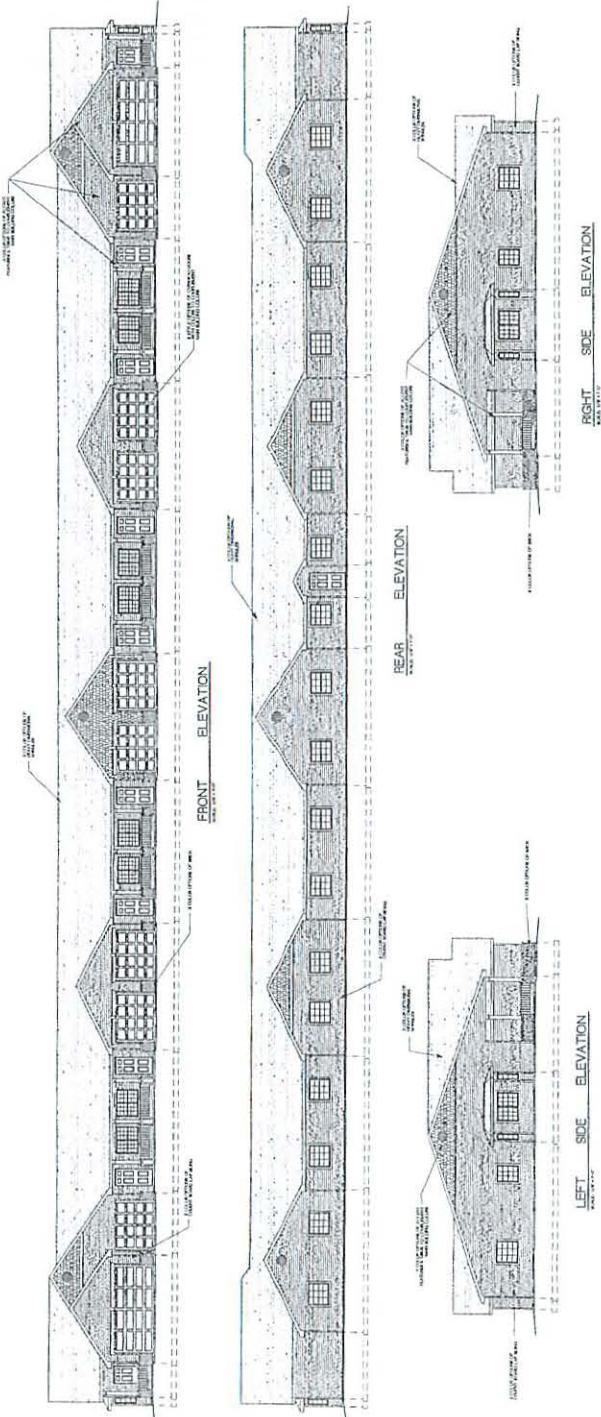


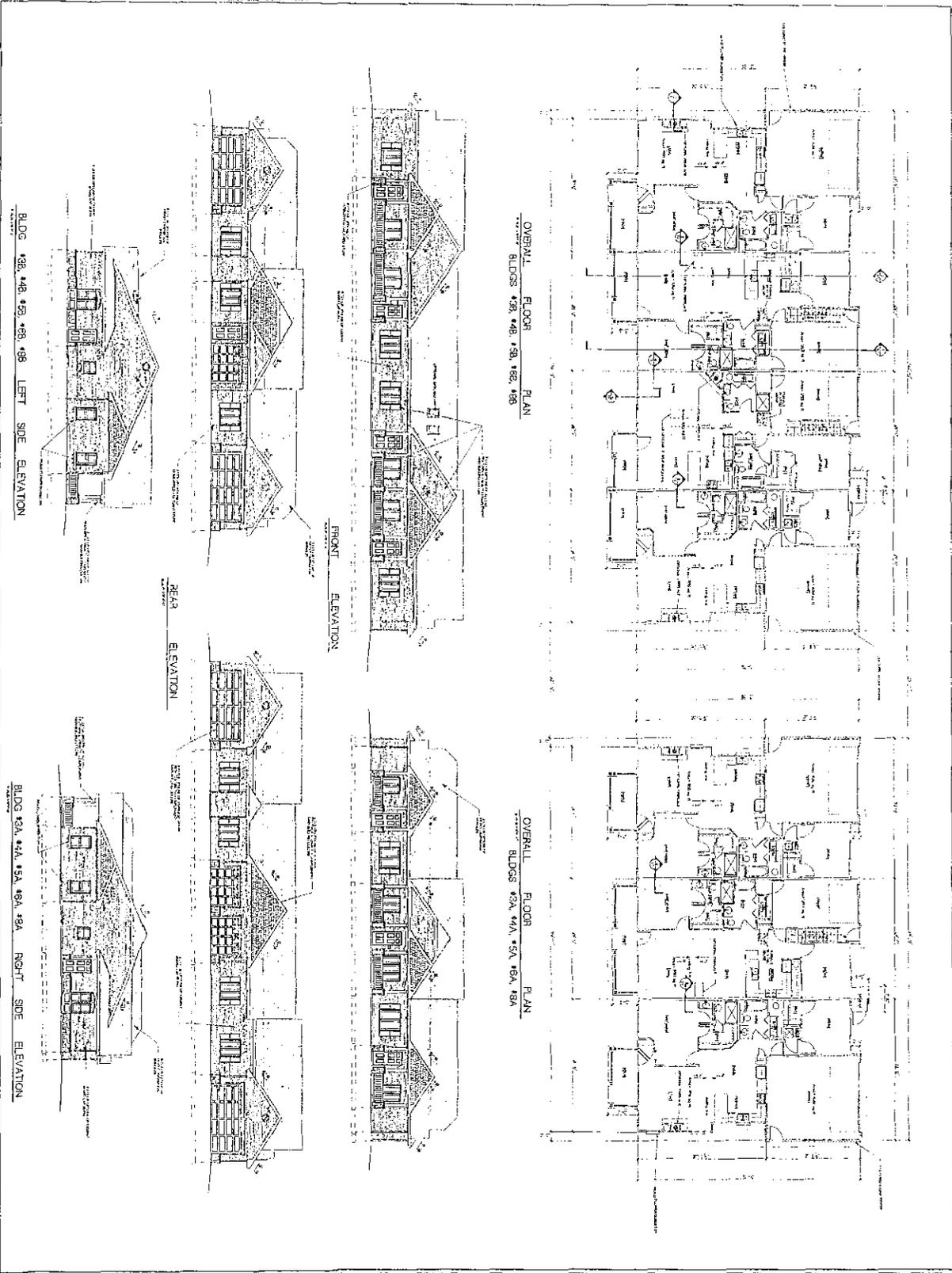
RIGHT SIDE ELEVATION



FLOOR PLAN
10 UNIT BLDG. #1

NOTE: SEE BUILDING ELEVATION DRAWINGS
FOR FINISHING FLOOR FOR ELEVATION
DETAILS.





| | | | | |
|-------------------------------|---|---|---|--|
| 60-13 10/24/08 13 of 15 | PARRIS, HANSEN & ASSOCIATES, INC. Engineering, Architecture, Surveying P. PARRIS, P.E., A.S.T. 200-449-1237 F. HANSEN, A.S.T. 200-449-1237 1100 N. 10th St., Suite 200 Lincoln, NE 68502 Tel: (402) 733-2559 Fax: (402) 733-2558 | OPTIONAL BUILDING LAYOUTS 4 UNIT BLDG - REAR LOAD GARAGE 3 UNIT BLDG - REAR LOAD GARAGE OVERALL FLOOR PLANS EXTERIOR ELEVATIONS | SUN PONTE VILLAGE AND DUPLEX CONDOMINIUMS CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN | |
|-------------------------------|---|---|---|--|



SUN POINTE VILLAGE
 DUPLEX AND
 CONDOMINIUMS
 CITY OF KENOSHA, WISCONSIN

DUPLEX CONDOMINIUMS

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BD43
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