

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, December 3, 2012
7:00 P.M.

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held November 19, 2012.
Matters referred to the Committees by the Mayor.
Presentation, Commendations and Awards by Mayor.
Awards and Commendations from Boards, Commissions, Authorities and Committees.

CITIZENS' COMMENTS

A. REFERRALS

TO THE COMMITTEE ON FINANCE

- A.1. To Create Tax Incremental District #15, City of Kenosha, Wisconsin, Under Section 66.1105(4) (gm), Wisconsin Statutes. Also referred to City Plan Commission.
- A.2. To Adopt a Project Plan for Tax Incremental District #15, City of Kenosha, Wisconsin, Under Section 66.1105(4)(g), Wisconsin Statutes. Also referred to City Plan Commission.

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

- A.3. Request for a Special Exception to the spacing requirements of Section 3.12 E.2. of the Zoning Ordinance for a "Class A" liquor license at 3805 80th Street. (Walgreens Company) (District #14)
- A.4. Request for a Special Exception to the spacing requirements of Section 3.12 E.2. of the Zoning Ordinance for a Class "A" fermented malt beverage license at 3805 80th Street. (Walgreens Company) (District #14)
- A.5. Petition to rezone property at 1407 57th Street from IP Institutional Park to RG-2 General Residential District in conformance with Section 10.02 of the Zoning Ordinance. (Mares) (District #2)
- A.6. Amendment to the Conditional Use Permit for an off-premises sign to be located at 8016 75th Street. (Adams Outdoor) (District #16)
- A.7. Sponsor: Jesse Downing; Co-Sponsors: Alderperson Patrick Juliana and Alderperson Rocco J. LaMacchia Jr. - To Repeal Subsection 3.12 E. regarding Class "A", "Class A" license locations of the Zoning Ordinance for the City of Kenosha. (L & P - Ayes 4, Noes 1)

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).

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- C.1. Approve applications for new Operator's (Bartender) licenses, subject to demerit points listed:
- a. Christine Tabili (0 demerit points)
 - b. Malina Potts (0 demerit points)
 - c. Arayel Guarascio (20 demerit points)
 - d. Bonnie Leigh (20 demerit points)
 - e. Krista Place-Hodge (40 demerit points)
 - f. Ashley Hunt (40 demerit points)
- (L/P Ayes 5: Noes 0) **HEARING** Pgs. 1-6
- C.2. Deny applications for new Operator's (Bartender) licenses, based on material police record:
- a. Torri Audorff
 - b. Sangeeta Bedi
- L/P Ayes 5: Noes 0) **HEARING** Pgs. 7-12
- C.3. Approve the application of Connie Sax-Huff for a new Operator's (Bartender) License, subject to 60 demerit points.
L/P Ayes 5: Noes 0) **HEARING** Pgs. 13-15
- C.4. Approve the application of Jose Velazquez for new Taxi Driver's License, subject to 30 demerit points.
(L/P Ayes 5: Noes 0) **HEARING** Pg. 16
- C.5. Approve the application of Piggly Wiggly Midwest, LLC, for a Transfer of Agent status of the Class "A" Beer/"Class A" Liquor License located at 2801 - 14th Place, (Piggly Wiggly Supermarket #4) from Patricia Walden to Stephen J. Brodsko, subject to 20 demerit points. (4th District) (L/P Ayes 5: Noes 0) **HEARING** Pgs. 17-18

- C.6. Approve the application of Abdul A. Kaisani, for a Class “B” Beer/”Class B” Liquor License located at 3214 - 60th Street (Pop's Place), with acceptance of a conditional surrender of a similar license at the same location from Mister G's of Kenosha, Inc., with no adverse recommendations. (11th District) (L/P Ayes 5: Noes 0) **HEARING** Pgs. 19-23
- C.7. Approve the application of Abdul A. Kaisani, for a Yearly Cabaret License located at 3214 - 60th Street (Pop's Place), with no adverse recommendations. (11th District) (L/P Ayes 5: Noes 0) **HEARING** Pgs. 24-25
- C.8. Approve the application of VFW Post 1865, for a Yearly Cabaret License located at 6618 - 39th Ave., with no adverse recommendations. (15th District) (L/P Ayes 5: Noes 0) **HEARING** Pgs. 26-27
- C.9. Approve the application of Christopher Ruland, for a Secondhand Article/Secondhand Jewelry Dealer License located at 3720 Roosevelt Road, (Roosevelt Road Antiques & Consignments), with no adverse recommendations. (8th District) (Deferred from the meeting on October 8th, 2012) (L/P Ayes 5: Noes 0) **HEARING** Pgs. 38-31
- C.10. Approve the application of 52nd Gold Exchange, Inc., for a Secondhand Jewelry Dealer License located at 1341 - 52nd Street, (52nd Gold Exchange), with no adverse recommendations. (2nd District) (Deferred from the meetings on July 30th, August 13th, and October 8th, 2012) (L/P Ayes 4: Noes 1) **HEARING** Pgs. 32-33
- C.11. Approve the Findings of Fact, Conclusions of Law and Recommendation (to revoke) in the Matter of the Operator's (Bartender) License of Joan Marie Eckert. (L/P Ayes 4: Noes 1) **HEARING** Pgs. 34-38
- C.12. Approve the Findings of Fact, Conclusions of Law and Recommendation (to suspend for thirty (30) consecutive days and reinstate subject to eighty (80) demerit points) in the Matter of the Class “A” Beer/”Class A” Liquor License of Wisconsin CVS Pharmacy, LLC d/b/a CVS Pharmacy #8777, 3726-22nd Avenue). (6th District) (L/P Ayes 5: Noes 0) **HEARING** Pgs. 39-42
- C.13. Approve the Findings of Fact, Conclusions of Law and Recommendation (to suspend the Combination and Outdoor Extension Licenses for a period of fifteen (15) consecutive days and reinstate subject to eighty (80) demerit points) in the Matter of the Class “B” Beer/”Class B” Liquor License of Rendezvous Bar & Grill, Inc., d/b/a Rendezvous Tiki Lounge, 1700-52nd Street. (7th District) (Referred from the Common Council meeting on November 5, 2012) (L/P Ayes 5: Noes 0) **HEARING** Pgs. 43-48

- C.14. Approve the Findings of Fact, Conclusions of Law and Recommendation (to approve subject to sixty (60) demerit points and suspend the Outdoor Extension License for a period of ninety (90) days) in the Matter of the Class "B" Beer/"Class B" Liquor License of PJ Doghouse, Inc., d/b/a Clubhouse Pub & Grille, 2621-30th Avenue. (5th District) (L/P Ayes 5: Noes 0) **HEARING**
Pgs. 49-53
- C.15. Approve the Findings of Fact, Conclusions of Law and Recommendation and the Recommendation and Affirmation of Administrative Suspension (to suspend for ninety (90) days and the Licensee be given credit for that period of time served on the November 2, 2012, Administrative Suspension) in the Matter of the Cabaret License of Bragados Banquets, LLC, d/b/a Bragados Banquets. (14th District) (L/P Ayes 4: Noes 0) **HEARING**
Pgs. 54-58
- C.16. Application of Washington Park Tavern, Inc., Stanley Lecce, Agent, for a temporary outdoor extension of the Class "B" Beer/"Class B" Liquor license located at 1510 Washington Road (Stan's Place) on December 16, 2012. (6th District) (L/P recommendation pending) **HEARING** Pgs. 59-64
- C.17. Application of Mongolian Grill Restaurant Operating Company, LLC, Jeffrey Brown, Agent, for a Class "B" Beer/"Class B" Liquor License located at 7214 Green Bay Rd., Ste. 100 (HuHot Mongolian Grill), with acceptance of a conditional surrender of a similar license at the same location from Appetize, Inc., with no adverse recommendations. (16th District) **HEARING**
Pgs. 65-69

D. ORDINANCES 1st READING

- D.1. By Alderperson Jesse Downing, Co-sponsored by Alderpersons Patrick Juliana, Rocco J. LaMacchia, Sr., and Curt Wilson - To Repeal, Recreate, Create, Rename, and Renumber various subsections of Chapter 10 of the Code of General Ordinances for the City of Kenosha entitled "Alcohol Beverages". (As amended - L/P Ayes 5: Noes 0) Pgs. 70-73

E. ZONING ORDINANCES 1st READING

F. ORDINANCES 2nd READING

G. ZONING ORDINANCES 2nd READING

- G.1. Sponsor: Alderperson Jan Michalski; Co-Sponsors: Alderpersons Patrick A. Juliana, Todd Ohnstad, Rocco J. LaMacchia, Sr. - To Create Subsection 5.04 of the Zoning Ordinance, Add Definitions in Chapter 12 for Setback of Major Streets, and Repeal and Recreate the Definition of Build-to-Line. (Public Hearing held on 10/1/12; (CP – Ayes 8; Noes 0 on 09/06/12) (PW - recommendation pending) (Deferred 2 weeks on 11/19) Pgs. 74-80

H. RESOLUTIONS

- H.1. By Alderperson Kevin E. Mathewson – To Direct That All Alderpersons Be Given a Key to the Municipal Office Building. Pgs. 81-82
- H.2. By the Mayor - To Amend Resolution #163-09 to Modify the Schedule of Fees for Development Review under Section 5.0 of the Zoning Ordinance of the City of Kenosha, Wisconsin by Creating a Fee for Special Exception Requests. (Fin. - Recommendation Pending)(CP - Ayes 8; Noes 0 on 09/06/12) (Deferred 2 weeks on 11/19/12) Pgs. 83-87

I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

- I.1. Appointment of Paul Hegland (1403 56th Street, Kenosha) to the Museum Board for a term that will expire May 1, 2015. Pg. 88

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

- K.1. Approve Lease between City of Kenosha, Wisconsin and Positive Rate, LLC #9840. (Deferred 2 weeks on 11/19/12) (Fin. - recommendation pending) Pgs. 89-123
- K.2. Subscriber Agreements with West Publishing for the Legal Department:
 - a. for a three year term to be effective January 1, 2013 through December 31, 2015, for WESTLAW on-line legal research tools.
 - b. for a three year term to be effective January 1, 2013 through December 31, 2015, for books. (Item K.2.b. is contingent on the approval of K.2.a.) (Fin. – recommendation pending) Pgs. 130-133

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. Disbursement Record #21 - \$5,477,623.72. (Fin. - recommendation pending) Pgs. 134-164

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- M.1. Approve Final Acceptance of Performance Contract with Johnson Controls, Inc. (Arlington Heights, IL) for LED Street Lights. (PW – Recommendation Pending) Pgs. 165-168

- M.2. Approve Final Acceptance of Project 11-1127 MacWhyte Site Stormwater Detention Basin (14th Avenue & 31st Street) which has been satisfactorily completed by Cicchini Asphalt, LLC (Kenosha, Wisconsin). The final amount of the contract is \$69,592.12 (Stormwater funds only). (District 1) (PW & SWU – Recommendations Pending) Pg. 169

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

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

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

LEGISLATIVE REPORT
MAYOR'S COMMENTS
ALDERPERSON COMMENTS

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

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
11/5/2012	Mallina Potts	4/18/1990	Valid
ILC File Number	Address of Applicant	Business (where license is to be used)	Business Address
N130758	5766-80th Street, #12	Not Listed	Not Listed

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
9/30/2010	DC/LOUD MUSIC	GUILTY	N	N/A
	Motor Vehicle Chapter 23			

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

CITY ATTORNEY'S COMMENTS

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

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
11/5/2012	Krista Place-Hodge	4/14/1970	Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N100760	6040-30th Avenue	Not Listed	Not Listed

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
3/9/2010	OPERATING WHILE INTOXICATED	GUILTY	Y	40
	2ND OFFENSE 2010CT307			

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

CITY ATTORNEY'S COMMENTS

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

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/26/2012	Ashley E. Hunt	10/3/1986	Valid
License Number	Address of Applicant	Business (Where license is to be used)	Business Address
N130752	6506-26th Avenue	Roosevelt Oil	2710 Roosevelt Rd.

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
7/27/2009	OPERATING W/O LICENSE	GUILTY	Y	20
10/5/2009	OPERATING W/O LICENSE	GUILTY	Y	20
7/27/2009	DC/LOUD MUSIC - MV	GUILTY	N	N/A

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

CITY ATTORNEY'S COMMENTS

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

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/24/2012	Torri Auditorff	2/19/1981	Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N130747	2711 Lincoln Road	Carl & Doug's	2405-63rd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/19/2009	LICENSE NOT ON PERSON	GUILTY	Y	20
8/9/2010	OPERATING WHILE SUSPENDED	GUILTY	Y	20
8/25/2010	OPERATING WHILE SUSPENDED	GUILTY	Y	40
8/27/2010	RESIST/OBSTRUCT OFFICER	GUILTY	Y	80
8/27/2010	SMOKING VIOLATION	GUILTY	Y	N/A
2/11/2011	SMOKING VIOLATION	GUILTY	Y	N/A

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	160	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	160	

CITY ATTORNEY'S COMMENTS

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

License # 130747 Issue Date _____

Beverage Course OK HOLD for Beverage Course Initials oe

APPLICATION
CITY OF KENOSHA OPERATOR'S (BARTENDER) LICENSE

City of Kenosha
625-52nd St, Room 105
Kenosha, WI 53140
262-653-4020

(§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
~~"Class B", Class "A", "Class A"~~ License in the City of Kenosha to and including the 30th day of June, 2014.
(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 Audorff First Name Torri MI A
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth 2-19-81 Sex F Day Phone # 262-620-5275

Home Address 2711-Lincoln Rd

City/State/Zip Kenosha WI 53143

Mail Address _____

Driver's License or State ID Number A361-8018-1559-07
(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
used in the City of Kenosha) Carl & Doug's
Address of Business Where License is to be Used 2405-63rd St

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 battery 1999 Kansas Abalene

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: Abalene Kansas, misdemeanor battery 1999

Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state? Yes No If
yes, please explain: unpaid tickets, d.u.i., not having SR22 insurance on car
(2003-2004)

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: operating while suspended, veh reg suspended, inattentive driving
ignores license violation, obstruct officer, 2 smoking violations
12-17-09 8-27-10 8-27-10 10-11-12

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.)

Carl & Doug's
2405-63rd St

7. List all addresses at which you have lived in the past five years: 2711 Lincoln Rd

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: Henri Oudorff

APPLICANT'S SIGNATURE

Date: 10-24-12

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 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, 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 their 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 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.

Under §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.

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/23/2012	Sangeeta Bedi	10/12/1984	Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N130745	102-2nd Place, Racine 53403	Pasquall's Bar	2901-60th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/5/2007	OPERATING W/O LICENSE	GUILTY	Y	20
12/5/2007	DRIVING WHILE INTOXICATED	GUILTY	Y	20
3/24/2010	OPERATING WHILE SUSPENDED	GUILTY	Y	20
3/24/2010	OPERATING WHILE SUSPENDED	GUILTY	Y	40
5/10/2010	OPERATING WHILE SUSPENDED	GUILTY	Y	40
6/25/2010	OPERATING WHILE SUSPENDED	GUILTY	Y	40
7/23/2011	OPERATING WHILE INTOXICATED	GUILTY	Y	80
7/23/2011	BLOOD ALCOHOL CONTENT	GUILTY	Y	
5/23/2009	THEFT/SHOPLIFTING \$1-49	GUILTY	Y	20

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	280
Were all offenses listed on the application?	
TOTAL DEMERIT POINTS	280

CITY ATTORNEY'S COMMENTS

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

JAD
X

License # N130745 Issue Date _____

Beverage Course OK ~~X HOLD for Beverage Course~~ Initials JAD

**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)

City of Kenosha
625-52nd St, Room 105
Kenosha, WI 53140
262-653-4020

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class B², "Class-B", Class "A", "Class-A" License in the City of Kenosha to and including the 30th day of June, 2014 (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 Bedi First Name Sangeeta MI J
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth 10/12/84 Sex F Day Phone # 262-945-9886

Home Address 102 2nd PL

City/State/Zip Racine, WI 53403

Email Address meena9886@gmail.com

Driver's License or State ID Number B300-7908-4872-08
(Must indicate 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 used in the City of Kenosha) Pasquali's Bar

Address of Business Where License is to be Used 2901 60th St

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: _____

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: _____

Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state? Yes No If yes, please explain: DWI 7/23/2011

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: 12/07 no valid dl; 12/07 DWI; 01/2010, seatbelt; 03/2010 OAS; 03/2010 OAS; 5/2010 OAS; 6/2010 operating while suspended; 06/2010 no seatbelt; 01/11 no seatbelt; 01/11 no insurance; 01/11 non registration; 7/11 DWI; 7/11 Oper MV w/PAC; 7/11 SPD traffic cond; 7/11 no insurance
all tickets have been paid and haven't gotten any since 7/11
December 3, 2012 Pg. 11
Common Council Agenda Item C.2.

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.)
Home health care 7816 18th Ave Kenosha, WI
Eye Care LLC 5300 Sheridan Rd Kenosha, WI

List all addresses at which you have lived in the past five years: 102 2nd Pl Racine, WI
3110 100th St Kenosha, WI ; 1600 68th St Kenosha, WI

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: Sangeeta Bedi
APPLICANT'S SIGNATURE

Date: 10/23/12

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 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, 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 their 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.

Under §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.

License # 130762 Issue Date _____

Beverage Course OK HOLD for Beverage Course Initials df

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)

City of Kenosha
625-52nd St, Room 105
Kenosha, WI 53140
262-653-4020

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, 2012. (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 Sax-Huff First Name Connie MI L
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth 2-18-65 Sex F Day Phone # 262 945 5541

Home Address 2507-21 street

City/State/Zip Kenosha WI 53140

Email Address uraqt2cs@aol.com

Driver's License or State ID Number SA10-1126-5558-04
(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) Bindelli's Zoo

Address of Business Where License is to be Used _____

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: WI 2011, Tax Evasion

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: 6 months Federal camp

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

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

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

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.)
Connie's Day Care LLC 812-50 Street Kenosha WI
Bindell's Zoo 4601-7 Ave Kenosha WI

7. List all addresses at which you have lived in the past five years: 2507-21 Street Kenosha

8. I have read and understand the "Applicants Please Read" section of this application. I hereby certify that I am the applicant named in 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: Connie J. Sax Huff
APPLICANT'S SIGNATURE

Date: 11-7-12

APPLICANTS PLEASE READ

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

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

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

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
11/12/2012	Jose Velazquez	1/31/1972	VALID
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N130044	4613-21ST AVENUE	Not Listed	Not Listed

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/14/2009	FAILURE TO FASTEN SEATBELT	GUILTY	Y	10
11/14/2009	IMPROPER MUFFLER	GUILTY	N	N/A
3/27/2010	FAILURE TO FASTEN SEATBELT	GUILTY	Y	10
11/21/2010	FAILURE TO FASTEN SEATBELT	GUILTY	Y	10

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

CITY ATTORNEY'S COMMENTS

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

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town
 Village of Kenosha County of Kenosha
 City

The undersigned duly authorized officer(s)/members/managers of Piggly Wiggly Midwest, LLC.
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Piggly Wiggly Supermarket #4
(trade name)

located at 2801 - 14th Place, Kenosha, WI 53140

appoints Stephan J. Brodsko
(name of appointed agent)

2411 Jerome Blvd. Racine, WI 53403
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

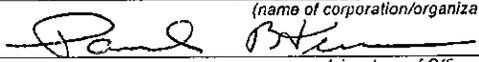
Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

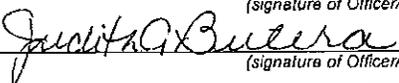
Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 62 Years

Place of residence last year 2411 Jerome Blvd. Racine, WI 53403

For: Piggly Wiggly Midwest, LLC.
(name of corporation/organization/limited liability company)

By: 
(signature of Officer/Member/Manager)

And: 
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Stephan J. Brodsko, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

 11/9/12 Agent's age 62
(signature of agent) (date)

2411 Jerome Blvd. Racine, WI 53403 Date of birth 11/14/1949
(home address of agent)

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
 (Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(date) (signature of proper local official) (town chair, village president, police chief)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning November 20 12 ;
ending June 30 20 13

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

County of Kenosha Aldermanic Dist. No. 1.1 (if required by ordinance)

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

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

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

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			
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent			
Directors/Managers			

3. Trade Name Pop's Place Business Phone Number (804) 405-4317
4. Address of Premises 3214 60th Street Post Office & Zip Code Kenosha, WI

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 N/A 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.) 2,200 sq. ft. building w/basement at 3214 60th ST

10. Legal description (omit if street address is given above): N/A
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? Mister G's of Kenosha, Inc.
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand 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. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

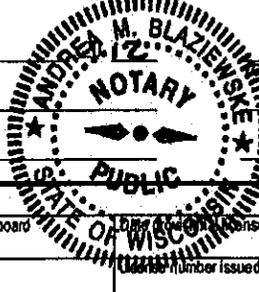
READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the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

SUBSCRIBED AND SWORN TO BEFORE ME

this 25 day of October

Andrew M. Blazienisk
(Clerk/Notary Public)

My commission expires 5/29/2016



[Signature]
(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

Date received and filed with municipal clerk <u>10/26/12</u>	Date reported to council/board	Date alcohol license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License Number issued	

LICENSE SURRENDER

STATE OF WISCONSIN
KENOSHA COUNTY } SS

Bradford Keller of Mister G's of Kenosha, Inc
(Individual/Partners/Corporation Name)

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

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

Affiant will surrender said license #(s) 130051 to the City Clerk.

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

Abdul Amia Kaisari

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

Affiant will surrender said license(s) # 130051 to the City Clerk

prior to the time a license is issued to Abdul Amia Kaisari

and provide further that a license is granted to Abdul Amia Kaisari the person herein designated.

Bradford W. Keller
Individual/Partner/President of Corporation

Partner/Corporate Officer

Subscribed and sworn to before me this 25 day of October, 2012

Andrea M. Blaziewski

Notary Public Andrea M. Blaziewski

Kenosha County, Wisconsin

My Commission Expires: 5/29/16



CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR A NEW CLASS "B" RETAIL BEER and/or "CLASS B" LIQUOR LICENSE

1. Applicant Name Abdul Amin Kalsani Business Name Pop's Place

2. Property Information: Address 3214-60th ST, Kenosha Owner Abdul Amin Kalsani

If applicant is not owner, does applicant have a lease agreement with the owner? ^{WE 53144} Yes or No (NOTE: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued.)

Square footage of building 2,200 Assessed value of property \$158,100

3. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) 11,700

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

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

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

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

BEER \$2,000 - previous owner's estimate

LIQUOR \$3,000 - previous owner's estimate

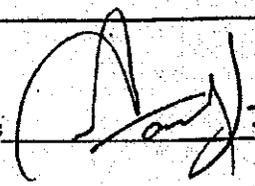
FOOD \$1,000 - previous owner's estimate

OTHER (specify) \$500 - previous owner's estimate for pool tables, dart boards, juke box, etc.

TOTAL GROSS MONTHLY REVENUE \$6,500

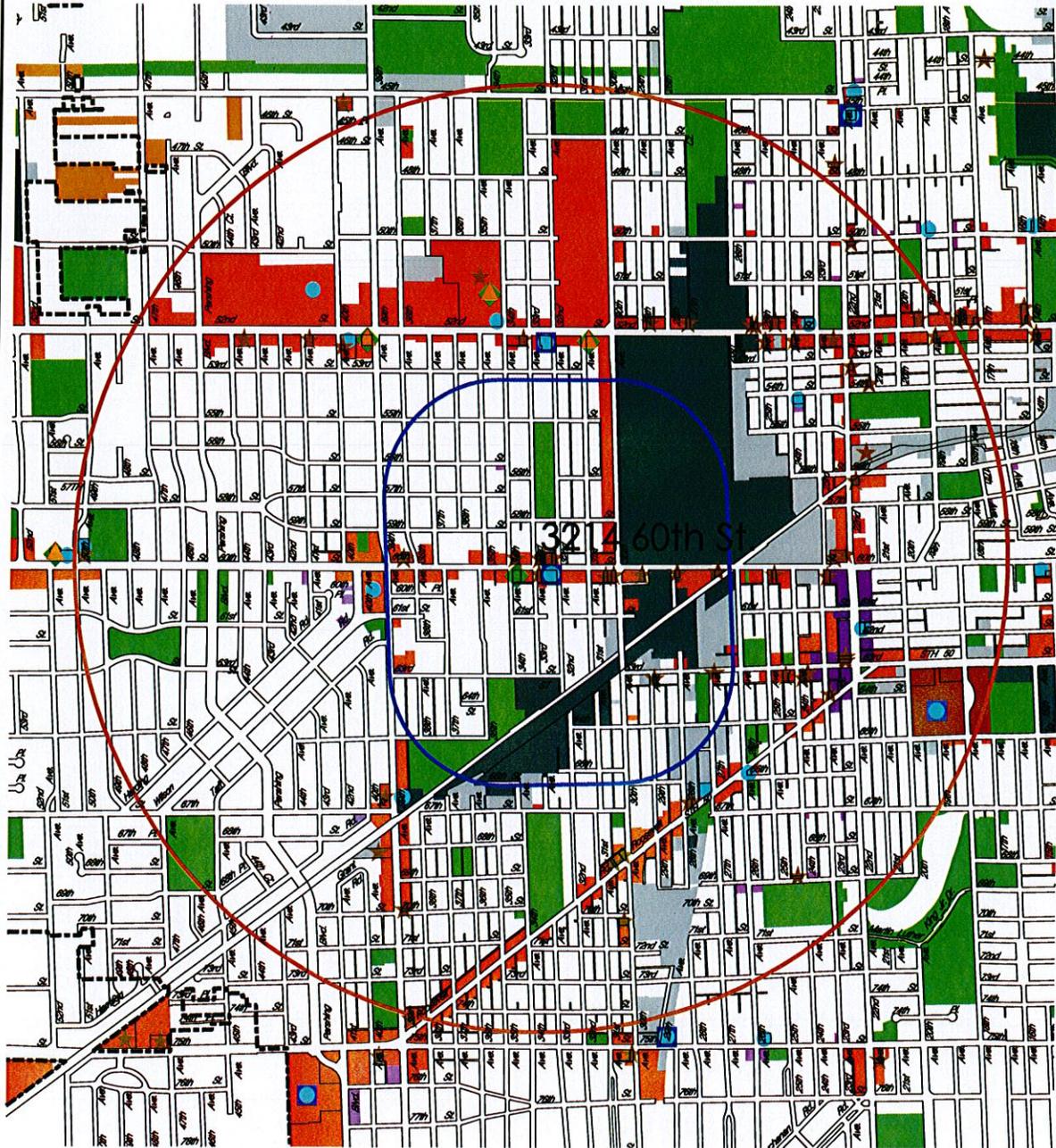
6. Explain how the issuance of this license will benefit the City: Please see attached Exhibit "A"

7. List other factors the Common Council should consider: Please see attached Exhibit "A"

Applicant's Signature 

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application 3214 60th Street



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

Note: Residential Districts are not colored.

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

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & Class B	Class C
Residential Districts	0	0	0	1	0
Business Districts	14	3	4	52	3
Other Districts	0	0	0	0	0

6 Block Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & Class B	Class C
Residential Districts	0	0	0	0	0
Business Districts	1	1	1	13	0
Other Districts	0	0	0	0	0

NORTH



----- Municipal Boundary

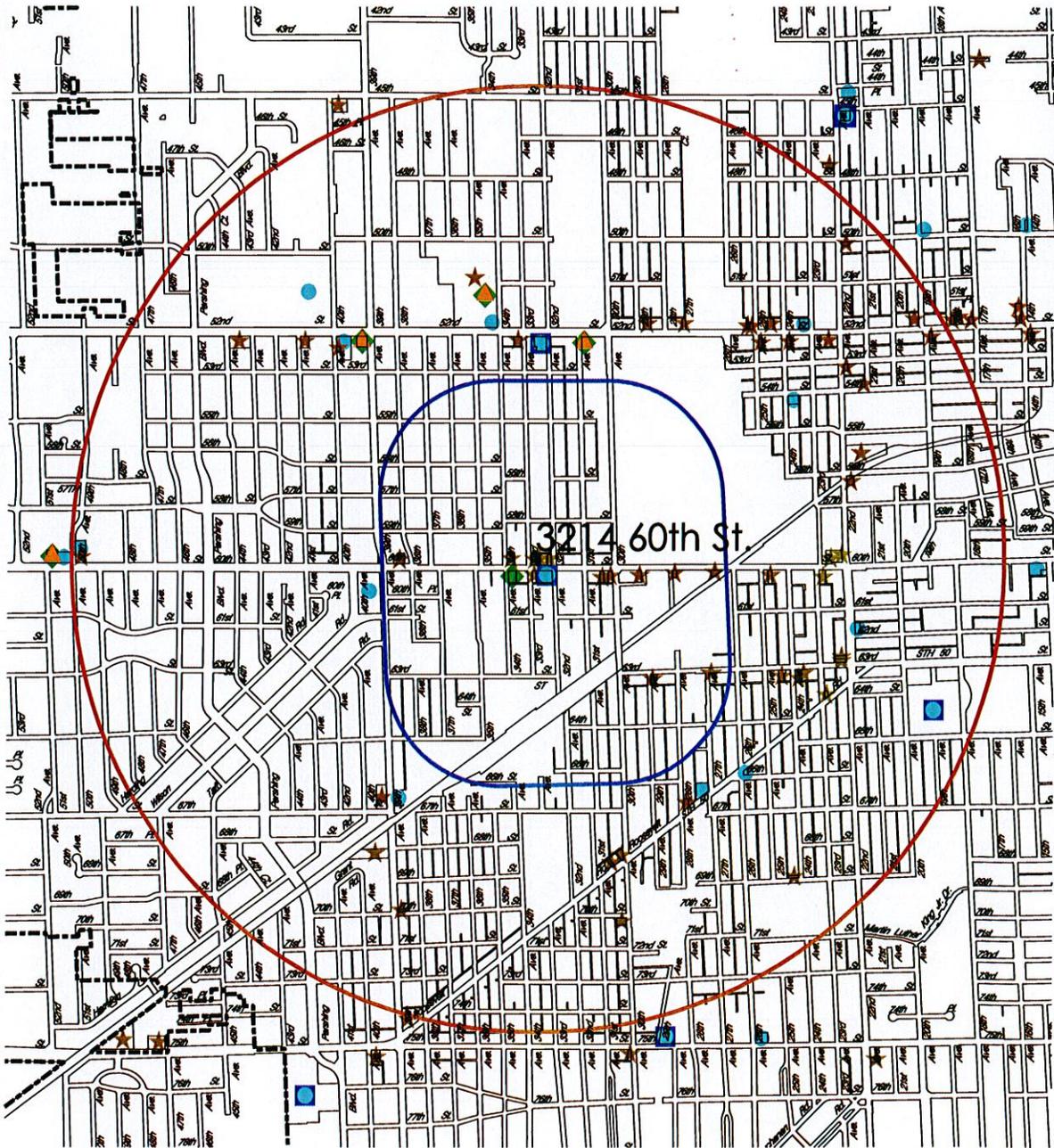
DCDI ~ City Clerk-Treasurer ~ DS ~ KF ~ 10-30-2012 ~ mc

December 3, 2012 Pg. 22

Common Council Agenda Item C.6.

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application 3214 60th Street



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

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	Class A	Class "B"	Class "B" & Class B	Class C
Residential Districts	0	0	0	1	0
Business Districts	14	3	4	52	3
Other Districts	0	0	0	0	0

6 Block Radius	Class				
	Class "A"	Class A	Class "B"	Class "B" & Class B	Class C
Residential Districts	0	0	0	0	0
Business Districts	1	1	1	13	0
Other Districts	0	0	0	0	0

----- Municipal Boundary

NORTH



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

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

Type: 212-Yearly (lavender) Expires: June 30th \$300.00/Year

Date of Application 10/25/2012 Contact Phone Number 804-405-4317 District 11

1. Licensee Name Abdul Amin Kaisani
(NOTE: must be same name as beer/liquor license)

2. Business Name & Address Pop's Place, 3214 60th ST, Kenosha, WI 53144

3. If license is in the name of a Corporation or LLC, Agent Name N/A

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

4. Date of Birth of Agent (if Corporation/LLC) or Individual 7/1/1953

5. Address 408 Emerald Drive, Mount Pleasant, WI 53406

6. Driver's License Number: K250-0015-3241-09
(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

7. Have you, as an adult, ever been convicted of a major crime (felony) or minor crime (misdemeanor) in Wisconsin, or in any other State, or do you have such a charge pending at this time? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition:
N/A

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

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

-OVER-

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

N/A

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

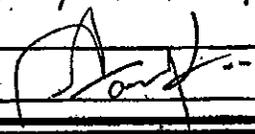
Tony's BBQ, 207 N 3rd Street, Richmond, VA 23219

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

408 Emerald Dr, Mt. Pleasant, WV 26046

10311 Kestrel Dr, Ashland, VA 23005

Applicant's Signature



Date

10/25/12

EASE READ: §1.22 LICENSE/PERMIT APPLICATIONS - CODE OF GENERAL ORDINANCES

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 true, 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.

Penalty
Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days. 2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years.

Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

The first Twenty-five (\$25) Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five (\$25) Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

APPLICATION FOR YEARLY CABARET LICENSE
CITY OF KENOSHA

NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

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

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

Date of Application 11/15/2012

1. Licensee Name Tinker-Ball VFW Post 1865
(NOTE: must be same name as beer/liquor license)

2. Business Name & Address VFW Post 1865, 6618-39TH AV, KENOSHA 53142

3. If license is in the name of a Corporation or LLC, Agent Name DEE E PRAPP III

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

4. Date of Birth of Agent (if Corporation/LLC) or Individual 06/29/1948

5. Address 1787-21ST AVENUE, KENOSHA, WI 53140-1663

6. Driver's License Number: D100-6654-8229-08
(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

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

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

-OVER-

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

11. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years, or do you have any such citations pending? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition:

RACINE COUNTY - SPEEDING REDUCED TO
A NON MOVING VIOLATION.

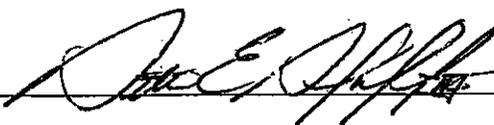
12. Have you, as an adult, within the past five (5) years, while operating a business or engaged in a profession, been convicted of any state or federal charges, or do you have such charges pending at this time involving unfair trade practices, unethical conduct, or discrimination? Yes No If yes, state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

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

CHARLES COOP (RETIRED APRIL 2008)
DETER'S BROS AND AMMO (OWNER)

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

1787 - 21ST AVENUE, KENOSHA, WI 53140

Applicant's Signature 

Date: 11/15/2012

PLEASE READ: §1.22 LICENSE/PERMIT APPLICATIONS - CODE OF GENERAL ORDINANCES

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

B. Penalty 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days.

2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years.

Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

§1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

The first Twenty-five (\$25) Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five (\$25) Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

APPLICATION
SECONDHAND ARTICLE DEALER LICENSE
Chapter 13.02, Code of General Ordinances

Dist. 8

License Fee: \$27.50 License Type: 164
License Period: January 1st through December 31st
Check One: Original Application Renewal Application
How would you like to receive your license? _____ pick up mail
The Named (check one):

- INDIVIDUAL (Complete Sections 1, 4, 5, 6 and 7)
- PARTNERSHIP (Complete Sections 2, 4, 5, 6 and 7)
- CORPORATION/LIMITED LIABILITY COMPANY (Complete Sections 3, 4, 5, 6 and 7)

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant Roland Christopher Drowant
Residence Address 3720-Roosevelt Rd Kenosha WI 53142
Date of Birth and Place 5-7-1970 San Antonio TX
Phone Number (262) 818-2507 Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

Partnership Name _____

List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Partners: (Attach Additional Sheets if necessary) _____

(SECTION 3) CORPORATE INFORMATION

Corporation Name _____ State of Incorporation _____

List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Officers and Directors: (Attach additional sheets if necessary) _____

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: Roosevelt Road Antiques + Consignments
3720-Roosevelt Rd Kenosha, WI 53142 (262) 818-2507

Building Owner's Name, Home Address, State, Zip, Phone Number: Christopher Roland
3720-Roosevelt Rd Kenosha, WI 53142 (262) 818-2507

Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: Christopher Roland
3720-Roosevelt Rd Kenosha, WI 53142 (262) 818-2507

(SECTION 5) APPLICANT'S REPORT OF POLICE RECORD (ATTACHMENT)

Each applicant, including an individual, a partner or an officer, director or agent of any corporation must fill out and attach an "Applicant's Report of Police Record". (This form may be duplicated if more copies are needed) Attached? Yes No

(SECTION 6) GENERAL INFORMATION

Have you obtained from the City Clerk a current copy of S. 13.02 of the Code of General Ordinances entitled "Secondhand Article and Jewelry Dealers"? Yes No

Do you understand that it is your responsibility to obtain your own supply of "Property Transaction Record" forms? Yes No (Note: The Clerk will supply you with a sample of this form of which you may copy or you may order a supply from the Department of Justice)

(PLEASE NOTE THAT YOU ARE RESPONSIBLE FOR KNOWING AND ABIDING BY THE CONTENTS THEREOF AND YOUR LICENSE MAY BE SUSPENDED OR REVOKED AND/OR YOU MAY BE SUBJECT TO A CIVIL FORFEITURE FOR NONCOMPLIANCE THEREWITH).

(SECTION 7) LICENSE REVOCATION

The undersigned, understand that this license may be denied or revoked by the Common Council for fraud, misrepresentation or false statement contained in the application or for any violation of §943.34 (receiving stolen property), 948.62 (receiving stolen property from a child) or 948.63 (receiving property from a child), Wisconsin Statutes. The undersigned, being first duly sworn on oath, disposes and says that (he/she is) (they are) the applicant(s) named in the foregoing application; that (he/she has) (they have) read each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so.

Chad
Individual/Partner Partner/Corporate Officer

Corporate Officer/Director Corporate Officer/Director

Subscribed and sworn to before me this 26th day of October, 2012

Kaw J. Jorgensen
Notary Public

My commission expires 3/15/15

Office Use Only

Date Filed/Received: _____ Initials: _____

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

APPLICATION
SECONDHAND JEWELRY DEALER LICENSE
Chapter 13.02, Code of General Ordinances

License Fee: \$30.00 License Type: 165
License Period: January 1st through December 31st
Check One: Original Application Renewal Application
How would you like to receive your license? _____ pick up mail
The Named (check one):

- INDIVIDUAL (Complete Sections 1, 4, 5, 6 and 7)
- PARTNERSHIP (Complete Sections 2, 4, 5, 6 and 7)
- CORPORATION/LIMITED LIABILITY COMPANY (Complete Sections 3, 4, 5, 6 and 7)

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant Roland Christopher Prowant
Residence Address 3720 - Roosevelt Rd Kenosha WI M. 53142
Date of Birth and Place 5-7-1970 San Antonio TX
Phone Number (262) 818-2507 Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

Partnership Name _____
List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Partners: (Attach Additional Sheets if necessary) _____

(SECTION 3) CORPORATE INFORMATION

Corporation Name _____ State of Incorporation _____
List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Officers and Directors: (Attach additional sheets if necessary) _____

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: Roosevelt Road Antiques + Consignment
3720 - Roosevelt Rd Kenosha, WI 53142 (262) 818-2507
Building Owner's Name, Home Address, State, Zip, Phone Number: Christopher Roland
3720 - Roosevelt Rd Kenosha, WI 53142
Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: Christopher Roland
3720 - Roosevelt Rd Kenosha, WI 53142

(SECTION 5) APPLICANT'S REPORT OF POLICE RECORD (ATTACHMENT)

Each applicant, including an individual, a partner or an officer, director or agent of any corporation must fill out and attach an "Applicant's Report of Police Record". (This form may be duplicated if more copies are needed) Attached? Yes No

(SECTION 6) GENERAL INFORMATION

Have you obtained from the City Clerk a current copy of S. 13.02 of the Code of General Ordinances entitled "Secondhand Article and Jewelry Dealers"? Yes No

Do you understand that it is your responsibility to obtain your own supply of "Property Transaction Record" forms? Yes No (Note: The Clerk will supply you with a sample of this form of which you may copy or you may order a supply from the Department of Justice)

(PLEASE NOTE THAT YOU ARE RESPONSIBLE FOR KNOWING AND ABIDING BY THE CONTENTS THEREOF AND YOUR LICENSE MAY BE SUSPENDED OR REVOKED AND/OR YOU MAY BE SUBJECT TO A CIVIL FORFEITURE FOR NONCOMPLIANCE THEREWITH).

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[Signature]
Individual/Partner

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 26th day of October, 2012

[Signature]
Notary Public

My commission expires 3/15/15

Office Use Only

Date Filed/Received: _____ Initials: _____

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

13

APPLICATION
SECONDHAND JEWELRY DEALER LICENSE
Chapter 13.02, Code of General Ordinances

License Fee: \$30.00 License Type: 165
License Period: January 1st through December 31st
Check One: Original Application Renewal Application
How would you like to receive your license? pick up mail
The Named (check one):

- INDIVIDUAL (Complete Sections 1, 4, 5, 6 and 7)
- PARTNERSHIP (Complete Sections 2, 4, 5, 6 and 7)
- CORPORATION/LIMITED LIABILITY COMPANY (Complete Sections 3, 4, 5, 6 and 7)

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant _____
Residence Address _____
Date of Birth and Place _____
Phone Number _____

Last	First	M.
Street	City	State
DOB	City	State

Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

Partnership Name _____
List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Partners: (Attach Additional Sheets if necessary) _____

(SECTION 3) CORPORATE INFORMATION

Corporation Name 52nd Gold Exchange Inc State of Incorporation WI
List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Officers and Directors: (Attach additional sheets if necessary)
Farid Wasan 9040 Shady Lane - ~~Kenosha, WI~~
Hickory Hills, IL, 60457
D.O.B. 10/27/1974

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: 52nd Gold Exchange
1341 52nd St, Kenosha, WI, 53140
Building Owner's Name, Home Address, State, Zip, Phone Number: 617 LLC - 708-539-4590
1341 52nd St, Kenosha, WI, 53140 708-539-4590
Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: Farid Wasan
9040 Shady Lane, Hickory Hills, IL, 60457
Cell# 708-539-4590

(SECTION 5) APPLICANT'S REPORT OF POLICE RECORD (ATTACHMENT)

applicant, including an individual, a partner or an officer, director or agent of any corporation must fill out and attach an "Applicant's Report of Police Record". (This form may be duplicated if more copies are needed) Attached? Yes No

(SECTION 6) GENERAL INFORMATION

Have you obtained from the City Clerk a current copy of S. 13.02 of the Code of General Ordinances entitled "Secondhand Article and Jewelry Dealers"? Yes No

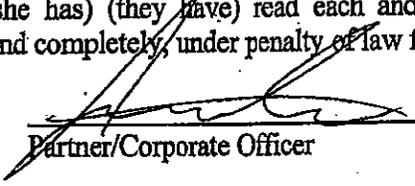
Do you understand that it is your responsibility to obtain your own supply of "Property Transaction Record" forms? Yes No (Note: The Clerk will supply you with a sample of this form of which you may copy or you may order a supply from the Department of Justice)

(PLEASE NOTE THAT YOU ARE RESPONSIBLE FOR KNOWING AND ABIDING BY THE CONTENTS THEREOF AND YOUR LICENSE MAY BE SUSPENDED OR REVOKED AND/OR YOU MAY BE SUBJECT TO A CIVIL FORFEITURE FOR NONCOMPLIANCE THEREWITH).

(SECTION 7) LICENSE REVOCATION

The undersigned, understand that this license may be denied or revoked by the Common Council for fraud, misrepresentation or false statement contained in the application or for any violation of §943.34 (receiving stolen property), 948.62 (receiving stolen property from a child) or 948.63 (receiving property from a child), Wisconsin Statutes. The undersigned, being first duly sworn on oath, disposes and says that (he/she is) (they are) the applicant(s) named in the foregoing application; that (he/she has) (they have) read each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so.

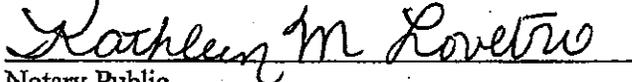
Individual/Partner


Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 17 day of July, 2012.


Notary Public

My commission expires 7-26-15

Office Use Only

Date Filed/Received: 7-17-12

Initials: JL

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due N/A

**COMMON COUNCIL
CITY OF KENOSHA, WISCONSIN
LICENSING/PERMIT COMMITTEE**

In The Matter Of:

The Operator's (Bartender) License of JOAN MARIE ECKERT

Findings of Fact, Conclusions of Law and Recommendation

The Complaint of the City Clerk/Treasurer for the City of Kenosha seeking the revocation of the Operator's (Bartender) License of Joan Marie Eckert came to the Committee for anticipated hearings on September 10, 2012, September 24, 2012 and a hearing on October 29, 2012.

The members of the Licensing/Permit Committee present for the hearing were Chairman Jesse Downing, Patrick Juliana, Anthony Kennedy, Curt Wilson and Chris Schwartz. The Licensing/Permit Committee was represented by special counsel, Steven M. Cain.

The Deputy City Clerk/Treasurer was represented by Deputy City Attorney Matthew A. Knight.

The Licensee, Joan Marie Eckert did not appear.

NOW THEREFORE, based on the testimony and evidence received at the hearing, the arguments of counsel for the City, and the discussion by the members of the Licensing/Permit Committee, the Licensing/Permit Committee of the Common Council of the City of Kenosha makes the following Findings of Fact, Conclusions of Law and Recommendation:

FINDINGS OF FACT

1. Joan Marie Eckert was served via publication after multiple attempts by the complainant to serve her personally.

2. That in the absence of any argument or evidence presented by the Licensee due to her non-appearance, the facts as alleged in the Complaint are found to be fact. A copy of the Complaint is attached hereto as Exhibit A.

CONCLUSIONS OF LAW

1. Pursuant to Section 10.063.D.9.e the Licensee filed an untrue, false or incorrect application and therefore under Section 10.03.B of the Code of General Ordinances, the License is subject to denial/revocation of a renewal application if the application is deemed untrue, incorrect or incomplete.

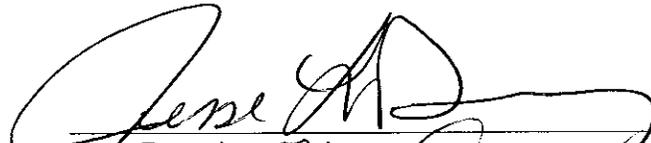
2. Based on the uncontroverted allegations in Exhibit A, the renewal application of the Licensee is deemed untrue, incorrect or incomplete.

RECOMMENDATION

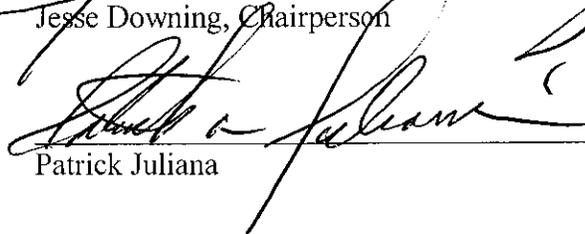
Based on the allegations of the Complaint, the evidence and testimony received at the hearing, the arguments of Counsel for the City of Kenosha, the discussions by the members of the Licensing/Permit Committee, and the Findings of Fact and Conclusions of Law set forth above, the Licensing/Permit Committee recommends to the Common Council, by a vote of 4-1, that the operator's license of Joan Marie Eckert be denied/revoked.

Dated at Kenosha, Wisconsin, on this 20th day of November, 2012.

LICENSING/PERMIT COMMITTEE

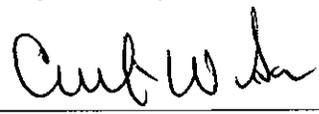


Jesse Downing, Chairperson

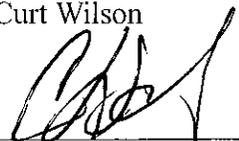


Patrick Juliana

Anthony Kennedy



Curt Wilson



Chris Schwartz



COMMON COUNCIL
CITY OF KENOSHA, WISCONSIN
LICENSING/PERMIT COMMITTEE

In The Matter Of:

THE OPERATOR'S (BARTENDER'S)
LICENSE OF JOAN MARIE ECKERT

COMPLAINT

NOW COMES DEBRA SALAS, City Clerk/Treasurer for the City of Kenosha, Wisconsin, and hereby states and complains on information and belief as follows:

1. Debra Salas is an adult resident of the State of Wisconsin, and is City Clerk/Treasurer for the City of Kenosha, Wisconsin.
2. Joan Marie Eckert, hereinafter "Licensee", at all times relevant herein, was and is an adult resident of the City of Kenosha, Wisconsin, and as of June 20, 2012, lived at 512 - 46th Street, Kenosha, Wisconsin.
3. Licensee was initially granted an Operator's (Bartender's) License, hereinafter referred to as "License", by the Common Council for the City of Kenosha, Wisconsin, hereinafter referred to as "Council", March 18, 2003, pursuant to Section 10.063 of the Code of General Ordinances of the City of Kenosha, Wisconsin.
4. That Licensee filed a renewal application for renewal of her License on June 20, 2012. That said application was untrue, incorrect and/or incomplete contrary to Section 10.063.D.9.e. of the Code of General Ordinances, to wit: Licensee failed to identify a citation she received for Open After Hours (City of Kenosha, Municipal Citation #1147789) on her renewal application as required by question 1 of the renewal application.
5. Under Section 10.03.B. of the Code of General Ordinances, in the event an application is determined to be untrue, incorrect or incomplete upon review, the application shall be denied.
6. That Licensee had her License renewed by the Council on July 16, 2012, subject to a non-renewal/revocation hearing.
7. That filing an untrue, incorrect or incomplete renewal application for an

operator's license is a basis for denying (revoking) applicant's operator's license.

NOW, THEREFORE, Complainant requests the suspension and/or revocation of the License held by Licensee.

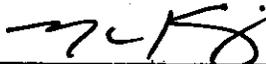
Dated at Kenosha, Wisconsin, this 31st day of August, 2012.

CITY OF KENOSHA, WISCONSIN



DEBRA SALAS
City Clerk/Treasurer
City of Kenosha, Wisconsin

Subscribed and sworn to before me
this 31st day of August, 2012.



Matthew A. Knight

Notary Public, Kenosha County, WI.
My Commission is permanent.

Drafted by:
MATTHEW A. KNIGHT
Deputy City Attorney

**COMMON COUNCIL
CITY OF KENOSHA, WISCONSIN
LICENSING/PERMIT COMMITTEE**

In The Matter Of:

**The Class "B" Beer / Class "B" Liquor Combination License of CVS PHARMACY, LLC, d/b/a
CVS Pharmacy #8777**

Findings of Fact, Conclusions of Law and Recommendation

The Complaint of the City Clerk/Treasurer for the City of Kenosha seeking the revocation of the above captioned license came to the Committee for a hearing on October 29, 2012.

The members of the Licensing/Permit Committee present for the hearing were Chairman Jesse Downing, Patrick Juliana, Anthony Kennedy, Curt Wilson and Chris Schwartz. The Licensing/Permit Committee was represented by special counsel, Steven M. Cain.

The Deputy City Clerk/Treasurer was represented by Deputy City Attorney Matthew A. Knight.

The Licensee appeared by its counsel, Larry Cohen.

NOW THEREFORE, based on the testimony and evidence received at the hearing, the arguments of counsel for the City, the arguments of counsel for the Licensee, and the discussion by the members of the Licensing/Permit Committee, the Licensing/Permit Committee of the Common Council of the City of Kenosha makes the following Findings of Fact, Conclusions of Law and Recommendation:

FINDINGS OF FACT

1. Debbie Martin, agent of Wisconsin CVS Pharmacy, LLC, d/b/a CVS Pharmacy #8777, hereinafter "Licensee", at all times mentioned herein, was and is an adult resident of the City of Kenosha, Wisconsin, and as of April 6, 2012, resided at 3628 - 24th Street, Kenosha, Wisconsin, 53144;

2. Licensee was initially granted a Class "A" Beer/Class "B" Liquor Combination License, hereinafter "License", by the Common Council for the City of Kenosha, Wisconsin, hereinafter referred to as "Council", on July 6, 2006, pursuant to Chapter 10 of the Code of General Ordinances of the City of Kenosha, Wisconsin;

3. The Licensee has filed renewal applications for each successive year with its most recent renewal application for renewal of the license dated April 6, 2012, for the licensing period beginning on July 1, 2011 and concluding on June 30, 2012.

4. The Licensee had its License renewed by Council on June 4, 2012, subject to a non-renewal revocation hearing;

5. That Licensee was assessed twenty (20) demerit points based upon a conviction of Sale of Alcohol to an Underage Person, contrary to Wisconsin Statute §125.07(1) (a), pursuant to Section 10.063 D.6.a.1., of the Code of General Ordinances, said violation having occurred on February 24, 2011, and resulting in a conviction in the Municipal Court for the City of Kenosha on March 17, 2011;

6. That Licensee was assessed twenty (20) demerit points based upon a conviction of the Licensed Corporate entity and Licensee's companion citation for Sale of Alcohol to an Underage Person, contrary to Wisconsin Statute §125.07(1)(a), pursuant to Sections 10.063 D.1. and 10.063 D.6.a.1. of the Code of General Ordinances, said violation having occurred on October 4, 2011, and resulting in a conviction of the corporate entity in the Municipal Court for the City of Kenosha on January 18, 2012;

7. That Licensee was assessed forty (40) demerit points based upon a conviction of the Licensed Corporate entity and Licensee's companion citation for No Licensed Operator on Premises, contrary to Wisconsin Statute §125.32(2), pursuant to Sections 10.063 D.1., 10.063 D.6.a.1., and 10.063 D.6.d., of the Code of General Ordinances, said violation having occurred on October 18, 2011, and resulting in a conviction of the corporate entity in the Municipal Court for the City of Kenosha on January 18, 2012;

8. That Licensee was assessed forty (40) demerit points based upon a citation of Sale of Alcohol to an Underage Person, contrary to Wisconsin Statute §125.07(1) (a), pursuant to Sections 10.063

D.1., 10.063 D.6.a.1., and 10.063 D.6.d., of the Code of General Ordinances, said violation having occurred on October 3, 2012, and at the time of the complaint is pending in the Municipal Court for the City of Kenosha;

9. That Licensee has accumulated one hundred twenty (120) demerit points within seven hundred thirty (730) consecutive days pursuant to Section 10.063 of the General Code of Ordinances;

10. Pursuant to Section 10.063 D.2.a. of the Code of General Ordinances, the accumulation of one hundred (100) demerit points within seven hundred thirty (730) consecutive days subjects the Licensee to the non-renewal, revocation or suspension of said License held by Licensee, as determined by Council.

CONCLUSIONS OF LAW

1. Pursuant to Section 10.063.D.2 of the Code of General Ordinances for the City of Kenosha, any licensee who within 730 consecutive days accumulates a total of one hundred (100) or more demerit points for conduct described in Sections 10.063.D.7-13 of the Code of General Ordinances for the City of Kenosha committed by the Licensee, or an employee or agent of the licensee, whether or not charged or convicted, subjects the Licensee to having its license revoked, non-renewed or suspended within the discretion of the Common Council.

2. The Licensee's accumulation of one hundred twenty (120) demerit points within seven hundred thirty (730) consecutive days subjects the Licensee to having its license revoked, non-renewed or suspended pursuant to Section 10.063 of the Code of General Ordinances for the City of Kenosha.

3. Based on the Licensee's admissions concerning the violations giving rise to the assessment of demerit points and the mitigating facts argued by counsel, the Licensing/Permit Committee concludes that a suspension of the license for a period of thirty (30) days with the assessment of eighty (80) demerit points upon reinstatement is the appropriate action to be taken.

RECOMMENDATION

Based on the allegations of the Complaint, the evidence and testimony received at the hearing, the admissions of the Licensee, the arguments of Counsel for the City of Kenosha, the arguments of the Licensee, the discussions by the members of the Licensing/Permit Committee, and the Findings of Fact and Conclusions of Law set forth above, the Licensing/Permit Committee recommends to the Common Council, by a vote of 5-0, that the license CVS Pharmacy, LLC, be suspended for a period of thirty (30) consecutive days and subject to eighty (80) demerit points upon reinstatement.

Dated at Kenosha, Wisconsin, on this 26th day of November, 2012.

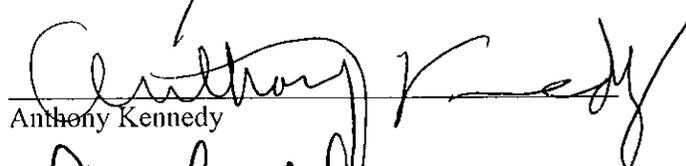
LICENSING/PERMIT COMMITTEE



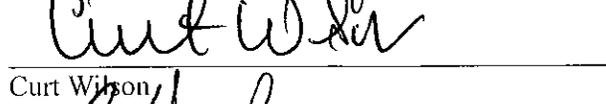
Jesse Downing, Chairperson



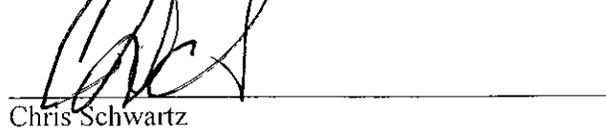
Patrick Juliana



Anthony Kennedy



Curt Wilson



Chris Schwartz

**COMMON COUNCIL
CITY OF KENOSHA, WISCONSIN
LICENSING/PERMIT COMMITTEE**

In The Matter Of:

The Class "B" Beer / Class "B" Liquor Combination License of RENDEZVOUS BAR & GRILL, INC., d/b/a RENDEZVOUS TIKI LOUNGE, William Koprovic, Agent

Findings of Fact, Conclusions of Law and Recommendation

The Complaint of the Deputy City Clerk/Treasurer for the City of Kenosha seeking the revocation of the above captioned license came to the Committee for a hearing on October 22, 2012.

The members of the Licensing/Permit Committee present for the hearing were Chairman Jesse Downing, Patrick Juliana, Anthony Kennedy, Curt Wilson and Chris Schwartz. The Licensing/Permit Committee was represented by special counsel, Steven M. Cain.

The Deputy City Clerk/Treasurer was represented by Deputy City Attorney Matthew A. Knight.

The Licensee, by its agent William Koprovic, appeared in person and without counsel.

NOW THEREFORE, based on the testimony and evidence received at the hearing, the arguments of counsel for the City, the arguments of the Licensee, and the discussion by the members of the Licensing/Permit Committee, the Licensing/Permit Committee of the Common

Council of the City of Kenosha makes the following Findings of Fact, Conclusions of Law and Recommendation:

FINDINGS OF FACT

1. William Koprovic, agent of Rendezvous Bar & Grill, Inc., d/b/a Rendezvous Tiki Lounge, hereinafter "Licensee", at all times mentioned herein, was and is an adult resident of the Town of Salem, Wisconsin, and as of April 16, 2012, resided at 23701 – 45th Street, Salem, Wisconsin, 53168;

2. Licensee was initially granted a Class "B" Beer/"Class B" Liquor Combination License, hereinafter "License", by the Common Council for the City of Kenosha, Wisconsin, hereinafter referred to as "Council", on July 1, 2003, pursuant to Chapter 10 of the Code of General Ordinances of the City of Kenosha, Wisconsin;

3. Licensee's license includes an Outdoor Area Extension which permits the consumption of alcoholic beverages in a designated outdoor area, pursuant to the terms of Section 10.075 of the Code of General Ordinances;

4. The Licensee has filed renewal applications for each successive year with its most recent renewal application for renewal of the license dated April 16, 2012, for the licensing period beginning on July 1, 2012 and concluding on June 30, 2013.

5. The Licensee had its License renewed by Council on June 4, 2012, subject to a non-renewal revocation hearing;

6. That Licensee was convicted of Permitting an Underage Person to Loiter on the Licensed Premises, contrary to Wisconsin Statute §125.07(3)(b), in the City of Kenosha Municipal Court on January 4, 2011, the violation having occurred on October 10, 2010. The Licensee was

assessed twenty (20) demerit points based upon this conviction pursuant to Section 10.063 D.6.a.1. of the Code of General Ordinances;

7. That Licensee was assessed twenty (20) demerit points based upon a conviction of Licensee's employee and Licensee's companion citation for Permitting an Underage Person to Loiter on License Premises, contrary to Wisconsin Statute §125.07(3)(b), pursuant to Sections 10.063 D.1. and 10.063 D.6.a.1. of the Code of General Ordinances, said violation having occurred on May 19, 2011, and resulting in a conviction in the Municipal Court for the City of Kenosha on August 2, 2011;

8. That Licensee was assessed forty (40) demerit points based upon a conviction of Licensee's employee and Licensee's companion citation for Sale of Alcohol to an Underage Person on Premises, contrary to Wisconsin Statute §125.07(1) (a), pursuant to Sections 10.063 D.1., 10.063 D.6.a.1., and 10.063 D.6.d., of the Code of General Ordinances, said violation having occurred on May 19, 2011, and resulting in a conviction in the Municipal Court for the City of Kenosha on August 2, 2011;

9. That Licensee was assessed forty (40) demerit points based upon a conviction of Licensee's employee and Licensee's companion citation for Permitting an Underage Person on Premises, contrary to Wisconsin Statute §125.07(3) (b), pursuant to Sections 10.063 D.1., 10.063 D.6.a.1., and 10.063 D.6.d., of the Code of General Ordinances, said violation having occurred on June 24, 2011, and resulting in a conviction in the Municipal Court for the City of Kenosha on August 2, 2011;

10. That Licensee was assessed forty (40) demerit points based upon a conviction of Purchasing Liquor From an Unauthorized Source, contrary to Wisconsin Statute §125.69(5), pursuant to Sections 10.063 D.6.a.1., and 10.063 D.6.d., of the Code of General Ordinances, said

violation having occurred on January 3, 2012, and resulting in a conviction in the Municipal Court for the City of Kenosha on March 6, 2012;

11. That Licensee was assessed forty (40) demerit points based upon a conviction of Operating Without a Cabaret License, contrary to Section 10.07, of the Code of General Ordinances, pursuant to Sections 10.063 D.6.a.2., and 10.063 D.6.d., of the Code of General Ordinances, said violation having occurred on August 20, 2012. This matter remains pending with a Pretrial date scheduled for November 13, 2012;

12. That Licensee has accumulated two hundred (200) demerit points within seven hundred thirty (730) consecutive days pursuant to Section 10.063 of the General Code of Ordinances;

13. Pursuant to Section 10.075 E.7. of the General Code of Ordinances, the accumulation of more than fifty (50) demerit tracking points pursuant to Section 10.063 subjects the Licensee to the non-renewal, revocation or suspension of the Licensee's licensed Outdoor Area, as determined by Council.

14. Pursuant to Section 10.063 D.2.a. of the Code of General Ordinances, the accumulation of one hundred (100) demerit within seven hundred thirty (730) consecutive days subjects the Combination Licensee to the non-renewed, revoked or suspended, as determined by Council.

CONCLUSIONS OF LAW

1. Pursuant to Section 10.063.D.2 of the Code of General Ordinances for the City of Kenosha, any licensee who within 730 consecutive days accumulates a total of 100 or more demerit points for conduct described in Sections 10.063.D.7-13 of the Code of General Ordinances for the City of Kenosha committed by the Licensee, or an employee or agent of the licensee,

whether or not charged or convicted, subjects the Licensee to having its license revoked, non-renewed or suspended within the discretion of the Common Council.

2. Pursuant to Section 10.075 E.7. of the General Code of Ordinances, the accumulation of more than fifty (50) demerit tracking points pursuant to Section 10.063 subjects the Licensee to the non-renewal, revocation or suspension of the Licensee's licensed Outdoor Area, as determined by Council.

3. The Licensee's accumulation of 200 demerit points within 730 consecutive days subjects the Licensee to having its licenses revoked, non-renewed or suspended pursuant to Section 10.063 of the Code of General Ordinances for the City of Kenosha.

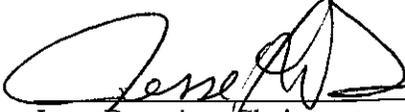
4. Based on the Licensee's admissions concerning the violations giving rise to the assessment of demerit points, the Licensing/Permit Committee concludes that a concurrent suspension of the Licensee's Combination License and Outdoor Extension License of 15 consecutive days is appropriate. It further believes that the reinstatement of said licenses be subject to the assessment of 80 demerit points is the appropriate action to be taken.

RECOMMENDATION

Based on the allegations of the Complaint, the evidence and testimony received at the hearing, the admissions of the Licensee, the arguments of Counsel for the City of Kenosha, the arguments of the Licensee, the discussions by the members of the Licensing/Permit Committee, and the Findings of Fact and Conclusions of Law set forth above, the Licensing/Permit Committee recommends to the Common Council, by a vote of 5-0, that the Combination and Outdoor Extension License of the Rendezvous Bar & Grill, Inc., be concurrently suspended for a period of 15 consecutive days and be reinstated subject to eighty (80) demerit points.

Dated at Kenosha, Wisconsin, on this 29 day of October, 2012.

LICENSING/PERMIT COMMITTEE



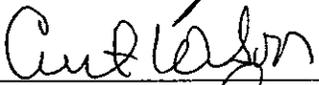
Jesse Downing, Chairperson



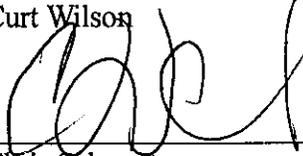
Patrick Juliana



Anthony Kennedy



Curt Wilson



Chris Schwartz

**COMMON COUNCIL
CITY OF KENOSHA, WISCONSIN
LICENSING/PERMIT COMMITTEE**

In The Matter Of:

**The Class "B" Beer / Class "B" Liquor Combination License of PJ DOGHOUSE, INC., d/b/a
Clubhouse Pub & Grille, Kevin Koprovic, Agent**

Findings of Fact, Conclusions of Law and Recommendation

The Complaint of the City Clerk/Treasurer for the City of Kenosha seeking the revocation of the above captioned license came to the Committee for a hearing on October 29, 2012.

The members of the Licensing/Permit Committee present for the hearing were Chairman Jesse Downing, Patrick Juliana, Anthony Kennedy, Curt Wilson and Chris Schwartz. The Licensing/Permit Committee was represented by special counsel, Steven M. Cain.

The Deputy City Clerk/Treasurer was represented by Deputy City Attorney Matthew A. Knight.

The Licensee, by its counsel, J. Michael McTernan.

NOW THEREFORE, based on the testimony and evidence received at the hearing, the arguments of counsel for the City, the arguments of counsel for the Licensee, and the discussion by the members of the Licensing/Permit Committee, the Licensing/Permit Committee of the Common Council of the City of Kenosha makes the following Findings of Fact, Conclusions of Law and Recommendation:

FINDINGS OF FACT

1. Kevin Koprovic, agent of PJ Doghouse, Inc., d/b/a Clubhouse Pub & Grille, hereinafter "Licensee", at all times mentioned herein, was and is an adult resident of the City of Kenosha, Wisconsin, and as of April 13, 2012, resided at 4804 – 5th Place, Somers, Wisconsin, 53144;

2. Licensee was initially granted a Class "B" Beer/"Class B" Liquor Combination License, hereinafter "License", by the Common Council for the City of Kenosha, Wisconsin, hereinafter referred to as "Council", on August 3, 2009, pursuant to Chapter 10 of the Code of General Ordinances of the City of Kenosha, Wisconsin;

3. Licensee's license includes an Outdoor Area Extension which permits the consumption of alcoholic beverages in a designated outdoor area, pursuant to the terms of Section 10.075 of the Code of General Ordinances;

4. The Licensee has filed renewal applications for each successive year with its most recent renewal application for renewal of the license dated April 13, 2012, for the licensing period beginning on July 1, 2012 and concluding on June 30, 2013.

5. The Licensee had its License renewed by Council on June 4, 2012, subject to a non-renewal revocation hearing;

6. That Licensee was assessed twenty (20) demerit points based upon a conviction of Permitting an Underage Person to Loiter on License Premises, contrary to Wisconsin Statute §125.07(3)(b), pursuant to Section 10.063 D.6.a.1. of the Code of General Ordinances, said violation having occurred on June 1, 2011, and resulting in a conviction in the Municipal Court for the City of Kenosha on August 24, 2011;

7. That Licensee was assessed twenty (20) demerit points based upon a conviction of Operating an Outdoor Extension After Permitted Hours of Operation, contrary to Section 10.075 of the Code of General Ordinances, pursuant to Section 10.063 D.6.a.2., of the Code of General Ordinances, said violation having occurred on March 19, 2012, and resulting in a conviction in the Municipal Court for the City of Kenosha on April 19, 2012;

8. That Licensee was assessed forty (40) demerit points based upon a conviction of Sale of Alcohol to an Underage Person, contrary to Wisconsin Statute § 125.07(1) (a), pursuant to Sections 10.063 D.6.a.1., and 10.063 D.6.d., of the Code of General Ordinances, said violation having occurred on May 18, 2012, and resulting in a conviction in the Municipal Court for the City of Kenosha on June 7, 2012;

9. That Licensee was assessed forty (40) demerit points based upon a conviction of Permitting an Underage Person to Loiter on License Premises, contrary to Wisconsin Statute §125.07(3)(b), pursuant to Section 10.063 D.6.a.1. And 10.063 D.6.d., of the Code of General Ordinances, said violation having occurred on May 18, 2012, and resulting in a conviction in the Municipal Court for the City of Kenosha on June 7, 2012;

10. That Licensee was assessed forty (40) demerit points based upon a pending violation of Operating an Outdoor Extension After Permitted Hours of Operation, contrary to Section 10.075 of the Code of General Ordinances, pursuant to Section 10.063 D.1. and 10.063 D.6.a.2., of the Code of General Ordinances, said violation having occurred on August 28, 2012, with a pending municipal court pretrial date in the City of Kenosha Municipal Court;

11. That Licensee has accumulated one hundred sixty (160) demerit points within seven hundred thirty (730) consecutive days pursuant to Section 10.063 of the General Code of Ordinances;

12. Pursuant to Section 10.075 E.7. of the General Code of Ordinances, the accumulation of more than fifty (50) demerit tracking points pursuant to Section 10.063 subjects the Licensee to the non renewal, revocation or suspension of the Licensee's licensed Outdoor Area, as determined by Council.

13. Pursuant to Section 10.063 D.2.a. of the Code of General Ordinances, the accumulation of one hundred (100) demerit within seven hundred thirty (730) consecutive days subjects the Licensee to the non renewal, revocation or suspension of said License held by Licensee, as determined by Council.

CONCLUSIONS OF LAW

1. Pursuant to Section 10.063.D.2 of the Code of General Ordinances for the City of Kenosha, any licensee who within seven hundred thirty (730) consecutive days accumulates a total of one hundred (100) or more demerit points for conduct described in Sections 10.063.D.7-13 of the Code of General Ordinances for the City of Kenosha committed by the Licensee, or an employee or agent of the licensee, whether or not charged or convicted, subjects the Licensee to having its license revoked, non-renewed or suspended within the discretion of the Common Council.

2. The Licensee's accumulation of one hundred sixty (160) demerit points within seven hundred thirty (730) consecutive days subjects the Licensee to having its license revoked, non-renewed or suspended pursuant to Section 10.063 of the Code of General Ordinances for the City of Kenosha.

3. Based on the Licensee's admissions concerning the violations giving rise to the assessment of demerit points, the Licensing/Permit Committee concludes that the approval of the

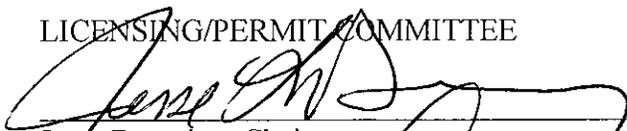
license subject to the assessment of 60 demerit points is the appropriate action to be taken. The Committee further concludes that a suspension of the outdoor extension license for a period of 90 days is appropriate.

RECOMMENDATION

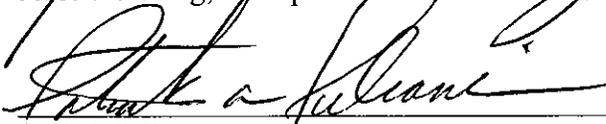
Based on the allegations of the Complaint, the evidence and testimony received at the hearing, the admissions of the Licensee, the arguments of Counsel for the City of Kenosha, the arguments of counsel for the Licensee, the discussions by the members of the Licensing/Permit Committee, and the Findings of Fact and Conclusions of Law set forth above, the Licensing/Permit Committee recommends to the Common Council, by a vote of 5-0, that the license be approved subject to sixty (60) demerit points. The Committee further concludes that a suspension of the outdoor extension license for a period of ninety (90) days is appropriate.

Dated at Kenosha, Wisconsin, on this 26th day of November, 2012.

LICENSING/PERMIT COMMITTEE



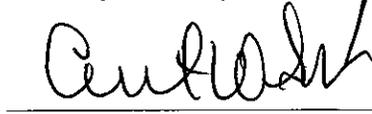
Jesse Downing, Chairperson



Patrick Juliana



Anthony Kennedy



Curt Wilson



Chris Schwartz

**COMMON COUNCIL
CITY OF KENOSHA, WISCONSIN
LICENSING/PERMIT COMMITTEE**

In The Matter of the Cabaret License of:

**BRAGADOS BANQUETS, LLC, D/B/A
BRAGADOS BANQUETS
Marco Mendez, Agent**

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION AND
AFFIRMATION OF ADMINISTRATIVE SUSPENSION**

The Complaint of the Chief of Police for the City of Kenosha seeking the revocation of the above captioned Cabaret License and Administrative Suspension Review Hearing came to the Committee for a hearing on November 9th and November 12th, 2012.

The members of the Licensing/Permit Committee present for the hearing were Chairman Jesse Downing, Patrick Juliana, Anthony Kennedy, and Curt Wilson. The Licensing/Permit Committee was represented by special counsel, Steven M. Cain.

The City Clerk/Treasurer was represented by Deputy City Attorney Matthew A. Knight.

The Licensee was represented by its counsel, Mark A. Schoenfeldt.

NOW THEREFORE, based on the testimony and evidence received at the hearings, the arguments of counsel for the City, the arguments of counsel for the Licensee, and the discussion by the members of the Licensing/Permit Committee, the Licensing/Permit Committee of the Common Council of the City of Kenosha makes the following Findings of Fact, Conclusions of Law and Recommendation and Affirmation of Administrative Suspension:

FINDINGS OF FACT

1. Marco Mendez, agent of Licensee is an adult resident of the Village of Pleasant Prairie, Wisconsin, and as of April 5, 2012, lived at 11402 11th Avenue, Pleasant Prairie, Wisconsin;

2. Bragados Banquets, LLC, d/b/a Bragados Banquets, hereafter referred to as "Licensee" at all times relevant herein is and has been the holder of a Cabaret License for the premises located at 4820 - 75th Street in Kenosha, Wisconsin.

3. That the Licensee regularly operates its business as a night club tavern open to the public in addition to any private banquets which may occur at the location.

4. That the Licensee, following a public hearing and consideration by the City of Kenosha Common Council, was found to have violated Sections 10.07 and 12.001 B.1 of the Code of General Ordinances of the City of Kenosha and Wisconsin Statute Sections 125.26 and 125.33(9), as documented in the Findings of Fact, Conclusions of Law and Recommendation dated October 29, 2012 and the Order of Reinstatement dated November 7, 2012.

5. That the Chief of Police requested that the Licensee's Cabaret License be administratively suspended due to an ongoing pattern of disorderly behavior occurring at and around the licensed premises.

6. That the Licensee's Cabaret License was administratively suspended by order of the Mayor on November 2, 2012.

7. That the Kenosha Police Department has observed a pattern of disorderly behavior occurring at the property primarily on weekends, after 10:00 p.m., concluding on the following mornings until 3:00 a.m. most notably on September 2, 2012 and October 28, 2012.

8. That at all times relevant hereto there were no adjacent businesses open for business during the hours that the disorderly conduct is occurring. The adjacent buildings and parking lots were unoccupied and vacant, other than being used as overflow lots for Licensee's patrons.

9. That on the nights that the disorderly behavior was occurring, the tavern, while utilizing its cabaret license, promoted and provided live D.J. entertainment and dancing.

10. That from September 1, 2012, through October 30, 2012, the Kenosha Police Department has received and responded to twenty (20) calls for service at the location.

11. That based upon representations of the tavern representatives and the observed pattern of behavior, the Kenosha Police Department reasonably believes that the conduct observed will continue to occur on late night/early mornings at the location when the business promotes live D.J. entertainment.

12. That the crowds in and exiting the premises have resulted in disorderly events in the Licensee's premises, parking lot and in the adjacent parking lots contrary to Section 10.064 of the General Code of Ordinances for the City of Kenosha, said conduct including loitering accompanied by loud noise, threats, fighting, injury to Licensee's patrons, profane language, discharge of weapons, operating while intoxicated, hit and run accidents, and otherwise disorderly behavior.

13. That the disorderly crowds related to the D.J. performances present an imminent danger to officer safety due to the large size and nature of violations observed. Furthermore, the crowds present a threat to public safety and welfare city-wide due to the exhaustion of police services needed to resolve the disturbances while leaving the remainder of the city lacking protective services.

CONCLUSIONS OF LAW

1. Pursuant to Section 10.07(G) of the Code of General Ordinances for the City of Kenosha, an administrative suspension of the Mayor shall be reviewed within 10 days, and may be affirmed after an opportunity for a hearing.

2. Pursuant to Section 10.07 (H) of the Code of General Ordinances for the City of Kenosha, a cabaret license may be revoked or suspended as a result of local code violations, liquor

law violations, disorderly conduct, or any combination thereof; in the event such violations are presented to the Committee with sufficient proof.

3. Based on the testimony of law enforcement officers, agents of the Licensee, and Licensee's admissions concerning the incidents giving rise to the Complaint of the Chief of Police, the Licensing/Permit Committee finds that there is sufficient proof of liquor law violations alleged in the Complaint and Request for Administrative Suspension and further finds sufficient proof of a pattern of disorderly conduct by patrons of the Licensee, and that the disorderly conduct is directly related to the Licensee's cabaret license and live D.J. entertainment.

4. Based on the testimony and exhibits received, including but not limited to law enforcement officers, agents of the Licensee, and Licensee's admissions concerning the incidents giving rise to the Complaint and Request for Administrative Suspension of the Chief of Police, the Licensing/Permit Committee concludes that a suspension of the cabaret license for a period of 90 days is appropriate and further recommends that the Licensee be given credit for the time previously served on Administrative Suspension.

AFFIRMATION OF ADMINISTRATIVE SUSPENSION

Based on the allegations in the Complaint, the testimony and evidence received at the hearings, the arguments of counsel for the City, the arguments of counsel for the Licensee, prior Findings of Fact and Order related to liquor license violations and the discussion by the members of the Licensing/Permit Committee, the Licensing/Permit Committee of the Common Council of the City of Kenosha having received sufficient proof of liquor law violations and disorderly conduct by patrons of the Licensee, hereby affirms the November 2, 2012, Administrative Suspension of the Mayor.

RECOMMENDATION

Based on the allegations of the Complaint, the evidence and testimony received at the hearing, the admissions of the Licensee, the arguments of Counsel for the City of Kenosha, the arguments of the Licensee, the discussions by the members of the Licensing/Permit Committee, and the Findings of Fact and Conclusions of Law set forth above, the Licensing/Permit Committee having found sufficient proof of the violations and disorderly conduct of the Licensee's patrons alleged in the Complaint and Request for Administrative Suspension of the Chief of Police, recommends to the Common Council, by a vote of 4-0, that the cabaret license of Licensee be suspended for a period of 90 days with a recommendation that the Licensee be given credit for that period of time served on the November 2, 2012, Administrative Suspension noted herein.

Dated at Kenosha, Wisconsin, on this 26th day of November, 2012.

LICENSING/PERMIT COMMITTEE



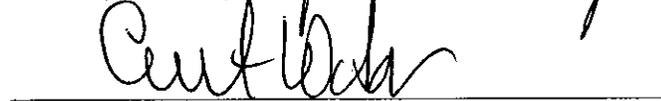
Jesse Downing, Chairperson



Patrick Juliana



Anthony Kennedy



Curt Wilson

Chris Schwartz

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

1. If the temporary Outdoor Area obstructs the public right-of-way, a temporary outdoor extension does not apply. Does the outdoor area obstruct the public-right-of-way? Yes No
2. List date or dates (not to exceed three (3) days): DEC 16, 2012
3. Name of Applicant: WASHINGTON PARK TAVERN, INC. STAN'S PLACE - STANLEY LACER
4. Address of Retail "Class B", "Class C" and/or Class "B" premises: 1510 - WASH RD. 53140
5. Business Name: WASHINGTON PARK TAVERN INC. Stan's Place
6. Home Phone: 262 652-1331 Business Phone: 262 652-4630
7. What type of activity is planned for the outdoor area? TAILGATE PARTY
8. A detailed map describing the outdoor area is required. Check here if map is attached.

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

a. Zoning Classification: 2 (If zoned single-family residential, waiver required-choose #9b)

b. The outdoor area sought is twenty-five (25') feet or more from any single-family dwelling* Yes No (If no, waiver required-choose waiver #9a, or #9b)
**Requirement shall not apply to two-family, multi-family, B-1, B-2, B-3, B-4 districts, or dwellings within twenty-five (25') feet of said boundary if occupied by the applicant and/or his/her immediate family and no others*

Distance from nearest single-family dwelling: 25' Preliminary approval granted Yes No

Waiver Required? Yes No If yes, which waiver is required 9a or 9b

By: P. Bliese, Zoning Coordinator Inspection Date: 11/28/12

9. Waiver Criteria:

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

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

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

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

Waiver attached Yes No

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

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

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

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

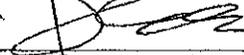


(President/Partner/Individual)

(Corporate Officer/Partner)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 28 DAY OF November, 2012


Notary Public, My commission expires 3-15-2015

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

Date Received _____ Does this application require Council to waive fence requirement (question 10)? _____
Council Date _____

#Demerit Points _____ *

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

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

1. If the temporary Outdoor Area obstructs the public right-of-way, a temporary outdoor extension does not apply. Does the outdoor area obstruct the public-right-of-way? Yes No
2. List date or dates (not to exceed three (3) days): DEC 16, 2012
3. Name of Applicant: WASHINGTON PARK TAVERN INC. STAN'S PLACE - STANLEY LACER
4. Address of Retail "Class B", "Class C" and/or Class "B" premises: 1510 WASH RD. 5314
5. Business Name: WASHINGTON PARK TAVERN INC. STAN'S PLACE
6. Home Phone: 262 652-1331 Business Phone: 262 652-4630
7. What type of activity is planned for the outdoor area? TAILGATE PARTY
8. A detailed map describing the outdoor area is required. Check here if map is attached.

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

a. Zoning Classification: _____ (If zoned single-family residential, waiver required-choose #9b)

b. The outdoor area sought is twenty-five (25') feet or more from any single-family dwelling* Yes No (If no, waiver required-choose waiver #9a, or #9b)
**Requirement shall not apply to two-family, multi-family, B-1, B-2, B-3, B-4 districts, or dwellings within twenty-five (25') feet of said boundary if occupied by the applicant and/or his/her immediate family and no others*

Distance from nearest single-family dwelling: _____ Preliminary approval granted Yes No

Waiver Required? Yes No If yes, which waiver is required 9a or 9b

By: _____, Zoning Coordinator Inspection Date: _____

9. Waiver Criteria:

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

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

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

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

Waiver attached Yes No

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

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

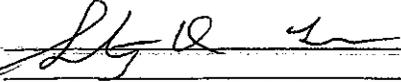
City Ordinance 10.075

Fee: \$150.00 (Type 210)

Page Two

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

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



(President/Partner/Individual)

(Corporate Officer/Partner)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 28 DAY OF November, 2012



Notary Public, My commission expires 3-15-2015

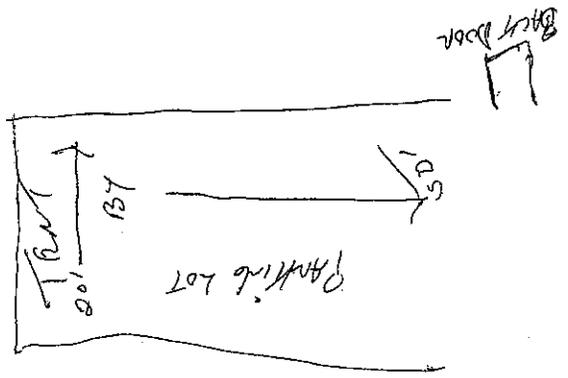
For Office Use Only – To be Completed by City Clerk Staff

Date Received _____ Does this application require Council to waive fence requirement (question 10)? _____

Council Date _____

#Demerit Points _____ *

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



·Planning & Zoning

·Community Development

262.653.4030
262.653.4045 FAX
Room 308



·Building Inspections

·Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

Zoning Review

ONE-DAY TEMPORARY OUTDOOR EXTENSION: December 16, 2012

Stan's Place - 1510 Washington Road

1. Subject property is not located within a residential district.
2. The property owner will be installing a tent to enclose the temporary outdoor extension area. Per ordinance requirements, the tent will be located 25' from the single -family dwelling located at 4045 16th Avenue.
3. The following photograph depicts the area to be utilized for the one-day temporary extension:



North sector of parking lot and adjacent to building north wall

The area to be utilized for the temporary outdoor extension complies with City of Kenosha ordinance standards.

Be advised that the tent will be located in the same location, as was approved in 2011 for a similar temporary event.

REVIEW CONDUCTED BY: Paula Blise Date: 11.28.12

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 12/01 20 12 ;
ending 06/30 20 13

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

County of Kenosha Aldermanic Dist. No. _____ (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): Mongolian Grill Restaurant Operating Company, 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.

President/Member CEO, Andrew W Vap, 5842 N Maitland Ct, Whitefish Bay WI 53217

Vice President/Member President, Linda E Vap, 777 Vintage Rd, Missoula MT 59808

Secretary/Member Vice President, Daniel J Vap, 777 Vintage Rd, Missoula MT 59808

Treasurer/Member _____

Agent Jeffrey Brown, 8947 39th Ave, Kenosha WI 53142

Directors/Managers _____

3. Trade Name HuHot Mongolian Grill Business Phone Number 262-697-8522
4. Address of Premises 7214 Green Bay Rd, Ste 100 Post Office & Zip Code Kenosha 53142

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state Delaware and date 05/22/12 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.) entire 5500 sq ft of restaurant
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? Appetize, Inc. dba HuHot Mongolian Grill
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. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 23rd day of October, 20 12

[Signature]
(Notary/Notary Public)

My commission expires 4/3/14

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	<u>11/28/12</u>	Date reported to council/board		Date provisional license issued		Signature of Clerk / Deputy Clerk
Date license granted		Date license issued		License number issued		

LICENSE SURRENDER

STATE OF WISCONSIN

KENOSHA COUNTY } SS

Appetize Inc dba Hott Mangolian Grill

(Individual/Partners/Corporation Name)

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

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

Affiant will surrender said license #(s) 016432130103201 to the City Clerk.

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

Mangolian Grill Restaurant Operating Company, LLC (MGRoc)

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

Affiant will surrender said license(s) # 016432130103201, to the City Clerk

prior to the time a license is issued to MGRoc

and provide further that a license is granted to MGRoc, Jeffrey Brown Agent the person herein designated.

[Signature]
Individual/Partner/President of Corporation

Partner/Corporate Officer

Subscribed and sworn to before me this 30th day of October, 2012

[Signature]
Notary Public Outagamie

Kenosha County, Wisconsin
My Commission Expires: 4/3/16

**CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR A NEW CLASS "B" RETAIL BEER and/or "CLASS B" LIQUOR LICENSE**

1. Applicant Name MGROC, LLC Business Name Hottot Mongolian Grill

2. Property Information: Address 7214 Green Bay Rd Owner Southport Plaza

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

Square footage of building our space is 5500 sq ft Assessed value of property N/A Renting space

3. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) 238,800

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

Number of Full Time Employees 7 Number of Part Time Employees 40

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

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

BEER 1,700

LIQUOR 1,500

FOOD 120,000

OTHER (specify) —

TOTAL GROSS MONTHLY REVENUE 123,200

6. Explain how the issuance of this license will benefit the City: It will allow for continued, uninterrupted service from an established City of Kenosha business

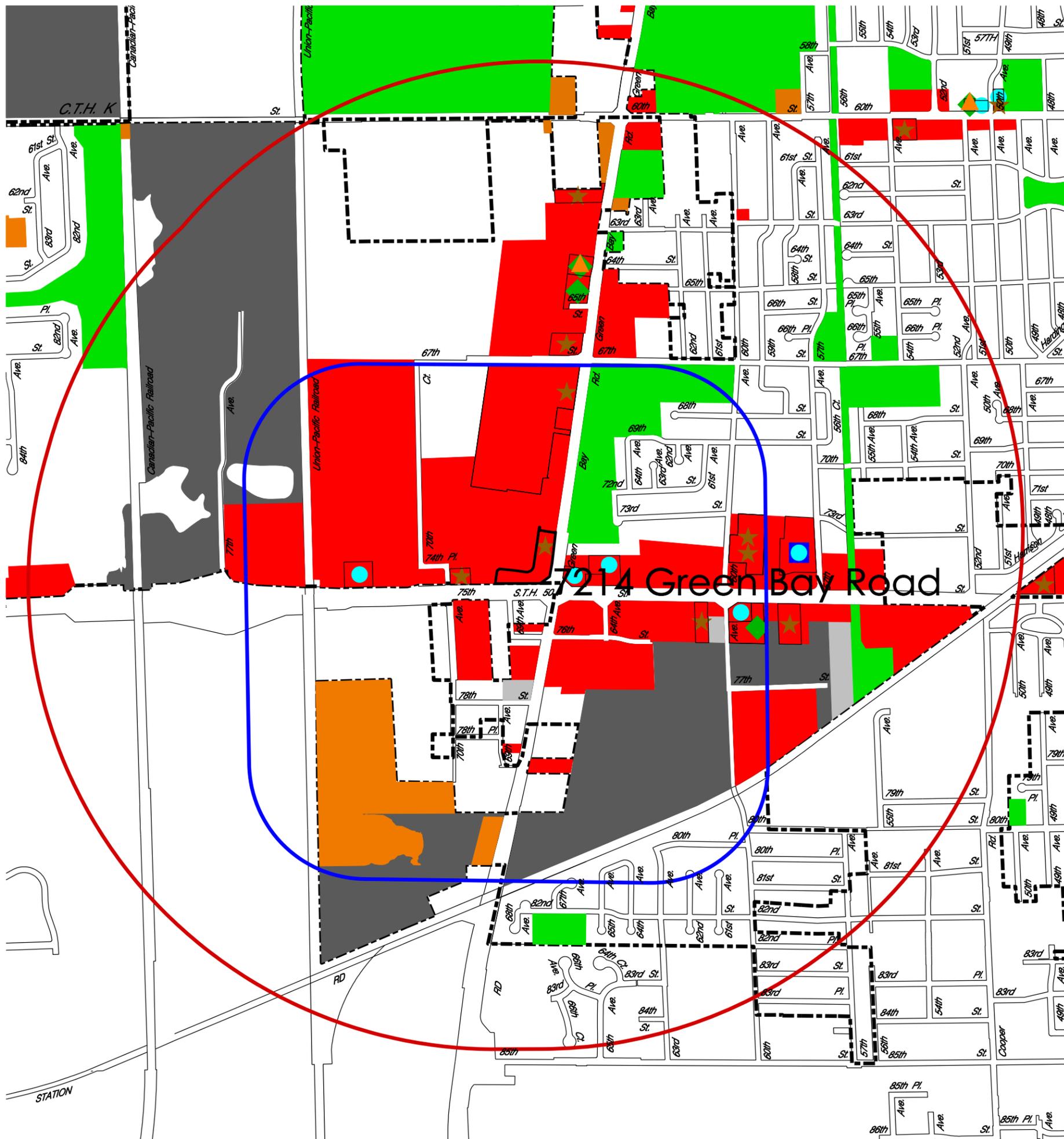
7. List other factors the Common Council should consider: current management and employees will remain in place. only thing changing is corporate ownership. current management has had no liquor license violations over the 2+ years they have been running the location.

Applicant's Signature Andrew W. Vap

Andrew W. Vap, CEO

City of Kenosha

Class "B" Beer & "Class B" Liquor Application 7214 Green Bay Road



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

Note: Residential Districts are not colored.

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

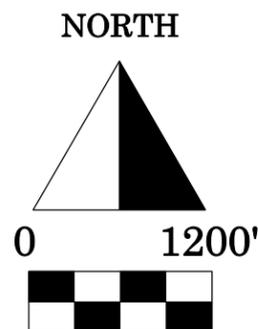
— 5,280 ft from Applicant

— 6 blocks from Applicant

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

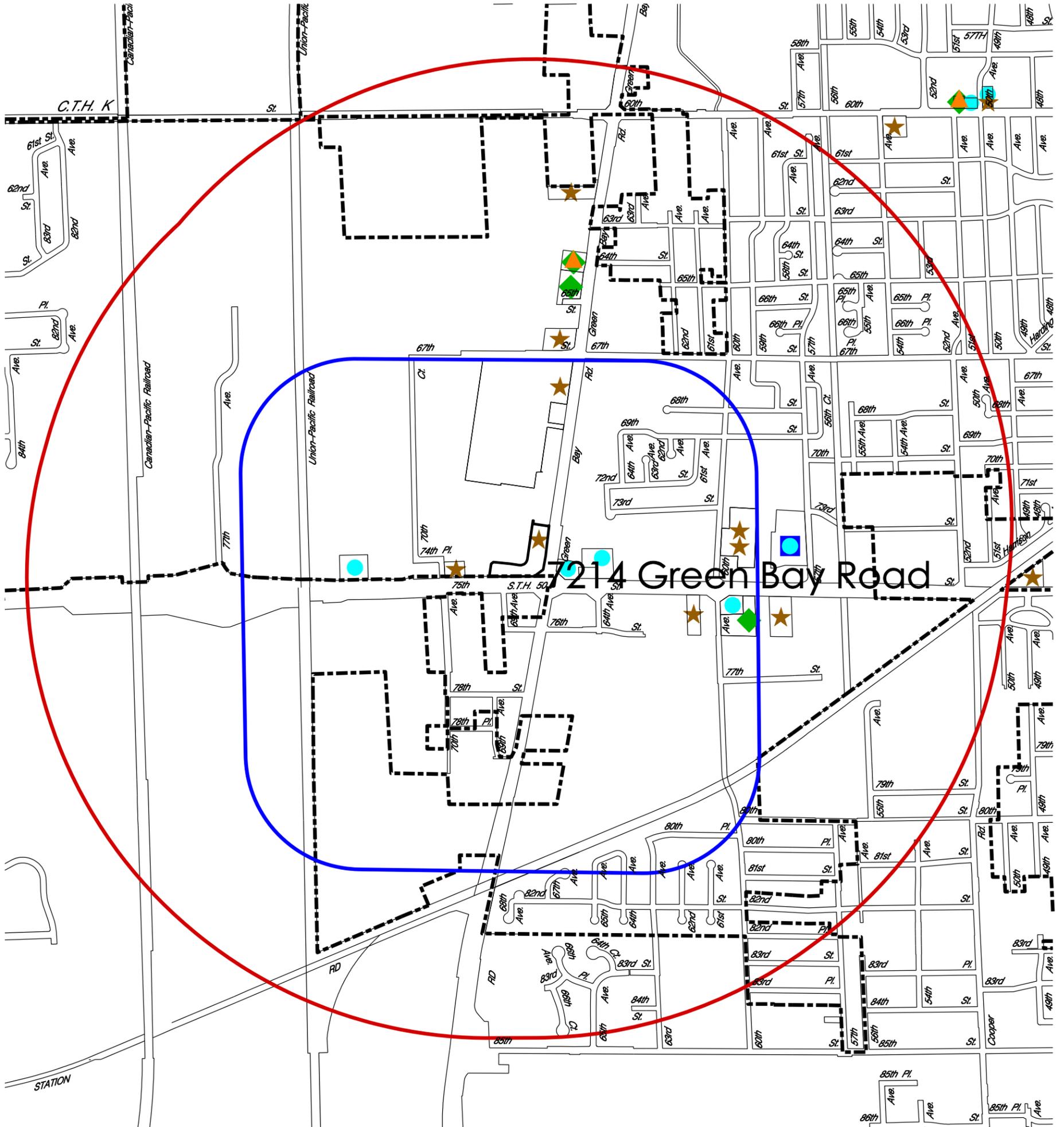
6 Block Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	4	0	1	6	0
Other Districts	0	0	0	0	0

--- Municipal Boundary



City of Kenosha

Class "B" Beer & "Class B" Liquor Application 7214 Green Bay Road



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

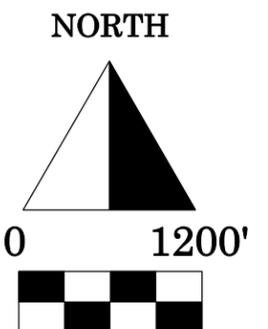
— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Municipal Boundary				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	5	1	3	10	1
Other Districts	0	0	0	0	0

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

--- Municipal Boundary



DRAFT 11/14/12

AMENDED L/P MTG. 12/03/12

SPONSOR: ALDERPERSON JESSE DOWNING
CO-SPONSOR: ALDERPERSON PATRICK JULIANA
CO-SPONSOR: ALDERPERSON ROCCO J. LAMACCHIA, SR.
CO-SPONSOR: CURT WILSON

**TO REPEAL, RECREATE, CREATE, RENAME, AND RENUMBER
 VARIOUS SUBSECTIONS OF CHAPTER 10 OF THE CODE OF
 GENERAL ORDINANCES FOR THE CITY OF KENOSHA ENTITLED
 “ALCOHOL BEVERAGES ”**

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

Section One: Subsection 10.03 D.4.f. of the Code of General Ordinances for the City
 of Kenosha, Wisconsin, is hereby renumbered as 10.03 D.4.g.

Section Two: Subsection 10.03 D.4.f. of the Code of General Ordinances for the City
 of Kenosha, Wisconsin, is hereby created as follows:

f. Whether the applicant, prior to filing its original application with the City Clerk, has notified the Alderperson for the district in which the proposed business is to be located that an application for a new “Class A” License will be submitted for consideration.

Section Three: Subsections 10.04 C.1 and 10.04 C.2 of the Code of General Ordinances
 for the City of Kenosha, Wisconsin, are hereby repealed.

Section Four: Subsections 10.04 C.3 through C.8 of the Code of General Ordinances
 for the City of Kenosha, Wisconsin, are hereby renumbered as C.1 through C.6.

Section Five: Subsection 10.063 D. of the Code of General Ordinances for the City of
 Kenosha, Wisconsin is hereby renamed, repealed and recreated as follows:

D. Criteria For License Revocation, NonRenewal Or Suspension of any Retail Class “B”/”Class B”, or “Class C” License, or Operator's License, or Agent Status, or any other License or Permit authorized in Chapter X (10) of the Code of General Ordinances Unless otherwise specified in this Ordinance.

1. Any Retail Class “B”/”Class B”, “Class C” or Agent Status Licensee who, holds a license subject to a one (1) year term, who within ~~two (2)~~ **seven hundred thirty (730)** consecutive ~~License terms~~ **days**, equals or exceeds a total of one hundred (100) demerit points for the below described conduct committed by Licensee, or

employee or agent thereof, whether or not charged and/or convicted, shall have their License subject to revocation, nonrenewal or suspension, within the discretion of the Common Council.

Section Six: Subsection 10.063 D.6.d. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

Section Seven: Subsections 10.063 E. through M. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as F. through N.

Section Eight: Subsection 10.063 E. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

E. Criteria For License Revocation, Non Renewal or Suspension of any Class “A”/”Class A” License or Agent Status.

1. Any Licensee who, holds a Class “A”/”Class A” License or agent status who within three hundred sixty-five (365) consecutive days violates Wisconsin Statute Chapter 125 two (2) times, whether said violations are committed by Licensee, or employee or agent thereof, whether or not charged and/or convicted, shall have their License subject to mandatory suspension of sixty (60) days upon Common Council review.

2. Any Licensee who, holds a Class “A”/”Class A” License or agent status who within three hundred sixty-five (365) consecutive days violates Wisconsin Statute Chapter 125 more than two (2) times, whether said violations are committed by Licensee, or employee or agent thereof, whether or not charged and/or convicted, shall have their License subject to mandatory non renewal or revocation upon Common Council review.

3. Notwithstanding the foregoing, the Common Council may, but is not obligated to, revoke a license, with a term of one (1) year, issued hereunder upon the accumulation of one hundred (100) demerit points within seven hundred thirty (730) consecutive days, subject to the following. With respect to the first accumulation of one hundred (100) demerit points within said seven hundred thirty (730) consecutive days, the disciplinary action shall consist of at a minimum of a license suspension of ten (10) consecutive days, plus an assessment of seventy-five (75) demerit points. With respect to the second accumulation of one hundred (100) demerit points within said seven hundred thirty (730) consecutive days, the disciplinary action shall consist of at a minimum of a license suspension of thirty (30) consecutive days, plus an assessment of seventy-five (75) demerit points. With respect to a third accumulation of one hundred (100) demerit points within said seven hundred thirty (730) consecutive days, the disciplinary action shall consist of revocation.

4. Where a license has been suspended, the license, during the period of suspension, shall not be conditionally surrendered or transferred to another party or place.

5. In the event of license revocation, nonrenewal or suspension hereunder, the City Clerk shall, within ten (10) days of the disciplinary action, mail a report to the State Department of Revenue giving the name of the licensee, the address of the licensed premises and a full description of the discipline imposed.

6. Where a license is revoked hereunder, the revocation shall be recorded by the City Clerk and no other license issued under Chapter 125, Wisconsin Statutes, may be granted within twelve (12) months of the date of

revocation to the person/party whose license was revoked. No part of the fee paid for any license so revoked may be refunded.

7. **Demerit Points.** Demerit points are not deemed a penalty hereunder. Demerit points are a means of tracking the performance of licensees under this Chapter. In determining the accumulated demerit points against a license, the City shall use the date each violation was committed as the basis for the determination.

a. Twenty (20) Demerit Points:

1. Violation of Chapter 125, Wisconsin Statutes.
2. Violation of Chapter X (10) of the Code of General Ordinances.
3. Violation of any City or County Gambling Ordinances or knowingly permitting any person to commit such violation.
4. Operating without a Cabaret License when one is required or operating contrary to the conditions of a required Cabaret License, whether or not one is held.
5. Violation of Chapter XI (11) of the Code of General Ordinances unless otherwise specified in this Ordinance.
6. Violation of any Federal, State or local law regarding licensure unless otherwise specified in this Ordinance.
7. A civil violation of Sections 346.63(1)(a) or (b), Wisconsin Statutes, or any local ordinance in conformity therewith.
8. Violation of a State or Federal misdemeanor criminal law or knowingly permitting any such violation.
9. Possession of marijuana off of a licensed premises, except where the violation is a felony.
10. Violation of any other State, County or Municipal offense, which are substantially similar to those violations listed above.

b. Forty (40) Demerit Points:

1. Obstructing or resisting any law enforcement officer or knowingly permitting any person to engage in such conduct.
2. Failing to appear before the Committee or Common Council when ordered to do so by either such body.
3. A conviction for a criminal violation of §346.63, Wisconsin Statutes, relating to operating a motor vehicle while under the influence of an intoxicant or controlled substance, or with a prohibited blood alcohol concentration.

c. One Hundred (100) Demerit Points:

1. Violation on a licensed premises of any municipal, State, or Federal law prohibiting the possession, attempted possession, trafficking in, delivery, attempted delivery, or possession with intent to deliver any controlled substance or marijuana, or knowingly permitting any person to commit such violation.
2. A conviction for a violation of State or Federal criminal law which is a felony, if the circumstances of the charge substantially relate to the circumstances of the licensed activity.
3. Noncompliance with a Court ordered alcohol and drug assessment and driver safety plan.
4. Violation of an Order of the Common Council.
5. Violation of §11.025 Social Host of the Code of General Ordinances.

~~**d. Demerit Points Doubled.** In determining the accumulated demerit points against a license, the demerit points for any violation occurring on a third date within 365 consecutive days of a prior violation shall be assigned double the point assessment listed above. Once assigned, points shall not be reduced.~~

8. Discretionary Demerit Points: Nonscheduled offenses shall be the subject of such number of demerit points as designated by the Common Council, within its discretion.

9. No Demerit Points. Violation of Section 125.68(9)(c), Wisconsin Statutes.

10. Offenses Not Considered. No offenses will be considered respecting new applications for demerit points if the date of the violation is more than five (5) years prior to the date of application, except a felony which is material to the licensed activity.

11. Demerit Point Appearance. During the course of a licensing term, if it is determined that a license has accumulated eighty (80) demerit points within three hundred sixty-five (365) consecutive days, the clerk shall issue licensee an order to appear before the Licensing/Permit Committee. Failure to appear as ordered shall result in the assessment of twenty (20) demerit points. The assessment dates shall be the date of the notice.

Section Nine:

Subsection 10.063 F. of the Code of General Ordinances for the City of

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

F. Discretion Upon Review. The Common Council is not mandated to revoke, not renew or suspend a License which is subject to revocation, nonrenewal or suspension based upon the criteria in Subsections D. or E.3. therefor, but may take such action as the circumstances warrant with due consideration for mitigating factors. However, where a suspension is imposed, the minimums specified in Subsections D. or E.3. is-are applicable.

Section Ten:

This Ordinance shall become effective upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

Additions by Sponsor 11/26/12

SPONSOR: JAN MICHALSKI
CO-SPONSORS: PATRICK A. JULIANA
TOD OHNSTAD
ROCCO J. LAMACCHIA, SR.

TO CREATE SUBSECTION 5.04 OF THE ZONING ORDINANCE, ADD DEFINITIONS IN CHAPTER 12 FOR SETBACK OF MAJOR STREETS, AND REPEAL AND RECREATE THE DEFINITION OF BUILD-TO LINE

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

Section One: Section 5.04 of the Zoning Ordinance for the City of Kenosha,

Wisconsin, is hereby created as follows:

5.04 Construction of Structures within the Area Setback from Major Streets.

A. Intent. Prior to enactment of this Subsection 5.04 there existed a prohibition on any construction of an encroaching structure to be located between the street right of way and the setback line of any major street. It is the intent of this Subsection 5.04 to allow limited construction of what would otherwise have been a prohibited encroaching structure within that area between the street right of way and the setback line of any major street, subject to conditions and consistent with the general purpose stated in Subsections 1.03 and 1.04 of the Zoning Ordinance.

B. Conditions Necessary to Grant the Special Exception. Construction of the encroaching structure within the area located between the right of way in a major street and the setback line of any major street, which construction is prohibited by other provisions of this Zoning Ordinance, may be allowed as a special exception by the Common Council subject to the following conditions:

(1) a joint application for the special exception must be signed by all of the fee title owners to the property, who will hereinafter be collectively termed "applicant", containing the following:

(a) scale drawings in plan view and appropriate elevation views of the encroaching structure; the plan view must show the location of the encroaching structure on the property, specifically showing dimensions with respect to other existing and proposed structures on the property and the adjacent setback lines of a major street; nevertheless, the filing of drawings required herein does not obviate the need to provide other drawings associated with a review of a conditional use permit application, a site plan review, a building permit, or other required permit;

(b) a statement in a form that is legally enforceable by the City through injunctive relief that the encroaching structure will be built according to the drawings, and once constructed, with the exceptions of the removal of the entirety of the structure or a modification approved by the City Plan Commission to the exterior of the structure, the applicant will not allow modifications to the exterior of the encroaching structure;

(c) a deed restriction in the form attached to and incorporated into the application, addressing those issues required in paragraph B.2; and

(d) evidence of payment by the applicant to the City Clerk of a special exception application fee, the amount of which fee having been established by the Common Council from time to time by resolution, to cover the cost of processing the application and recording the deed restriction.

(2) a deed restriction in recordable form that has been approved by the Office of the City Attorney, that has been executed by the applicant, and that contains provisions addressing the following:

(a) the deed restriction is for the benefit of the City of Kenosha, is enforceable by the City, and may only be released by the City of Kenosha;

(b) the applicant and subsequent property owners will not allow modification to the exterior of the encroaching structure, unless the modification is removal of the entirety of it or unless the modification is approved by the City Plan Commission;

(c) the applicant and subsequent property owners will not allow an occupiable space to be created below the grade of the encroaching structure;

(d) the applicant and subsequent property owners will not allow sanitary sewer and/or water service to be provided to any portion of the encroaching structure; and

(ee) as one of the purposes of prohibiting construction of an encroaching structures in the area between the right of way and the setback line to a major street is to minimize the cost to the public for ultimate expansion of the major street, the deed restriction will require that within thirty (30) days of notification by the City through any means of service of process recognized by then-prevailing Wisconsin law to the fee title owner of the property at the time of the notice that the major street will be widened, the fee title owner of the property will remove the encroaching structure without cost to the City; moreover, should the applicant or their successors-in-interest otherwise be entitled to compensation for other structures or lost business for enforcement of an eminent domain right, the applicant and their successors-in-interest waive compensation for any damages associated with the encroaching structure, such waiver shall specifically include costs for the use, lost business, or relocation of the encroaching structure.

(3) Such other conditions that the Common Council deems necessary.

C. Grant of Special Exception

In its consideration of whether to grant the special exception, the Common Council must: (1) hold a public hearing whereby the Common Council may hear from the applicant and the public; (2) consider the reports of the Police Department, Fire Department, the Department of Public Works, and the Department of Community Development and Inspections as to the propriety of the construction of the proposed encroaching structure; (3) the recommendations made by the City Plan Commission within 45 days of referral to it regarding the propriety of the encroachment, the sufficiency of the deed restriction, and/or other factors the Commission deems should be considered by the Common Council; and (4) have determined to accept the language of the deed restriction, either as proposed by the applicant or as amended by the Common Council.

D. Conditions Subsequent to the Grant of the Special Exception. Prior to the issuance of the special exception and prior to the issuance of any required building permit for construction of the encroaching structure, the executed deed restriction with the language accepted by the Common Council must be recorded with the Register of Deeds.

Section Two: The definition of “Setback Line” in Section 12 of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby repealed.

Section Three: Section 12 of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to create a definition for “Setback Line of a Major Street”:

Setback Line of any Major Street means a boundary on a property that is adjacent to or within a Major Street, which boundary is spaced a distance from a Base Line, the distance of the spacing being specified

in Subsection 5.03 of this Zoning Ordinance.

Section Four: The definition of "Build-To Line" in Section 12 of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

Build-To Line. A line parallel to a lot line or or if adjacent to a major street, parallel to the setback line of any major street, which line is spaced a distance from the lot line or the setback line of any major street, the distance of spacing being specified in Section 3, along which line a portion of a building, determined by use, must be built.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

Planning & Zoning Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	September 6, 2012	Item 1
By Alderperson Michalski: To Create Subsection 5.04 of the Zoning Ordinance, Add Definitions in Chapter 12 for the Setback of Major Streets, and Repeal and Recreate the Definition of Build-to Line. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

City-Wide

NOTIFICATIONS/PROCEDURES:

The Common Council is the final review authority.

ANALYSIS:

- Chapter 5 of the Zoning Ordinance designates Major Streets and establish base lines and setbacks in the City. Major Streets tend to be the more heavily traveled streets of the City (i.e. 22nd Avenue, 52nd Street, etc.).
- On each of the designated Major Streets, there exists an established base line, and a setback measured from that base line. In some instances, the setback is identical to the existing right-of-way. In other cases, the setback extends past the right-of-way onto private property. In those cases, the Zoning Ordinance does not allow structures to be built within the Major Street setback.
- The attached Zoning Ordinance Amendment would create a Special Exception procedure for anyone who wishes to construct a structure in the Major Street setback. The Common Council would be the designated review authority for the request.
- A condition of any Special Exception granted would be that current or subsequent owners would be required to remove any structures in the Major Street setback at their own expense if the road right-of-way was to be expanded in the future.
- The City Plan Commission is included in the Zoning Ordinance Amendment as having a chance to review the Special Exception request before the request is reviewed by the Common Council.

RECOMMENDATION:

For Commission review and recommendation.


 Brian Wilke, Development Coordinator


 Jeffrey B. Laparra, Director

/u2/acct/cp/ckays/1CPC/2012/Sep6/fact-zo-504-setback.odt

ORDINANCE NO. _____

SPONSOR: JAN MICHALSKI
CO-SPONSORS: PATRICK A. JULIANA
TOD OHNSTAD
ROCCO J. LAMACCHIA, SR.

**TO CREATE SUBSECTION 5.04 OF THE ZONING ORDINANCE, ADD
DEFINITIONS IN CHAPTER 12 FOR SETBACK OF MAJOR STREETS,
AND REPEAL AND RECREATE THE DEFINITION OF BUILD-TO LINE**

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

Section One: Section 5.04 of the Zoning Ordinance for the City of Kenosha,

Wisconsin, is hereby created as follows:

5.04 Construction of Structures within the Area Setback from Major Streets.

A. Intent. Prior to enactment of this Subsection 5.04 there existed a prohibition on any construction of an encroaching structure to be located between the street right of way and the setback line of any major street. It is the intent of this Subsection 5.04 to allow limited construction of what would otherwise have been a prohibited encroaching structure within that area between the street right of way and the setback line of any major street, subject to conditions and consistent with the general purpose stated in Subsections 1.03 and 1.04 of the Zoning Ordinance.

B. Conditions Necessary to Grant the Special Exception. Construction of the encroaching structure within the area located between the right of way in a major street and the setback line of any major street, which construction is prohibited by other provisions of this Zoning Ordinance, may be allowed as a special exception by the Common Council subject to the following conditions:

(1) a joint application for the special exception must be signed by all of the fee title owners to the property, who will hereinafter be collectively termed "applicant", containing the following:

(a) scale drawings in plan view and appropriate elevation views of the encroaching structure; the plan view must show the location of the encroaching structure on the property, specifically showing dimensions with respect to other existing and proposed structures on the property and the adjacent setback lines of a major street; nevertheless, the filing of drawings required herein does not obviate the need to provide other drawings associated with a review of a conditional use permit application, a site plan review, a building permit, or other required permit;

(b) a statement in a form that is legally enforceable by the City through injunctive relief that the encroaching structure will be built according to the drawings, and once constructed, with the exception of the removal of the entirety of the structure, the applicant will not allow modifications to the exterior of the encroaching structure;

(c) a deed restriction in the form attached to and incorporated into the application, addressing those issues required in paragraph B.2; and

(d) evidence of payment by the applicant to the City Clerk of a special exception application fee, the amount of which fee having been established by the Common Council from time to time by resolution, to cover the cost of processing the application and recording the deed restriction.

(2) a deed restriction in recordable form that has been approved by the Office of the City Attorney, that

has been executed by the applicant, and that contains provisions addressing the following:

(a) the deed restriction is for the benefit of the City of Kenosha, is enforceable by the City, and may only be released by the City of Kenosha;

(b) the applicant and subsequent property owners will not allow modification to the exterior of the encroaching structure, unless the modification is removal of the entirety of it;

(c) as one of the purposes of prohibiting construction of an encroaching structures in the area between the right of way and the setback line to a major street is to minimize the cost to the public for ultimate expansion of the major street, the deed restriction will require that within thirty (30) days of notification by the City through any means of service of process recognized by then-prevailing Wisconsin law to the fee title owner of the property at the time of the notice that the major street will be widened, the fee title owner of the property will remove the encroaching structure without cost to the City; moreover, should the applicant or their successors-in-interest otherwise be entitled to compensation for other structures or lost business for enforcement of an eminent domain right, the applicant and their successors-in-interest waive compensation for any damages associated with the encroaching structure, such waiver shall specifically include costs for the use, lost business, or relocation of the encroaching structure.

(3) Such other conditions that the Common Council deems necessary.

C. Grant of Special Exception

In its consideration of whether to grant the special exception, the Common Council must: (1) hold a public hearing whereby the Common Council may hear from the applicant and the public; (2) consider the reports of the Police Department, Fire Department, the Department of Public Works, and the Department of Community Development and Inspections as to the propriety of the construction of the proposed encroaching structure; (3) the recommendations made by the City Plan Commission within 45 days of referral to it regarding the propriety of the encroachment, the sufficiency of the deed restriction, and/or other factors the Commission deems should be considered by the Common Council; and (4) have determined to accept the language of the deed restriction, either as proposed by the applicant or as amended by the Common Council.

D. Conditions Subsequent to the Grant of the Special Exception. Prior to the issuance of the special exception and prior to the issuance of any required building permit for construction of the encroaching structure, the executed deed restriction with the language accepted by the Common Council must be recorded with the Register of Deeds.

Section Two: The definition of “Setback Line” in Section 12 of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby repealed.

Section Three: Section 12 of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to create a definition for “Setback Line of a Major Street”:

Setback Line of any Major Street means a boundary on a property that is adjacent to or within a Major Street, which boundary is spaced a distance from a Base Line, the distance of the spacing being specified in Subsection 5.03 of this Zoning Ordinance.

Section Four: The definition of “Build-To Line” in Section 12 of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

Build-To Line. A line parallel to a lot line or or if adjacent to a major street, parallel to the setback line of any major street, which line is spaced a distance from the lot line or the setback line of any major street, the distance of spacing being specified in Section 3, along which line a portion of a building, determined by use, must be built.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

RESOLUTION NO. _____

SPONSOR: ALDERPERSON KEVIN E. MATHEWSON

**TO DIRECT THAT ALL ALDERPERSONS BE
GIVEN A KEY TO THE MUNICIPAL OFFICE BUILDING**

WHEREAS, pursuant to Wisconsin Statutes §62.11(5), the Common Council has control over city property; and

WHEREAS, the Municipal Office Building located at 625 - 52nd Street is an office building owned by the City of Kenosha; and

WHEREAS, the Municipal Office Building contains the offices of City Administration, the Department of Community Development and Inspections, the Department of Public Works, the City Attorney, the Department of Human Resources, the Finance Department, the City Clerk/Treasurer, Municipal Court, the City Assessor, and Fire Department Administration; and

WHEREAS, the Municipal Office Building also contains the Kenosha City Employees' Credit Union, the Police and Firemen's Credit Union, the Kenosha Housing Authority, and Comsys, Inc.; and

WHEREAS, the Municipal Office Building also has meeting rooms used by committees, commissions, boards, and authorities of the City; and

WHEREAS, the Municipal Office Building contains a lounge/conference room that can be used by alderpersons; and

WHEREAS, the Municipal Office Building is locked and secured each business day after the close of business or the close of scheduled meetings, whichever is later; and

WHEREAS, certain employees of the City or of the tenants of the Municipal Office Building have been provided keys to the Municipal Office Building to enable them to access their offices in order to respond to emergencies or complete work; and

WHEREAS, alderpersons may desire to utilize the lounge/conference room to meet with constituents at times when the Municipal Office Building is otherwise locked and secure.

NOW, THEREFORE, BE IT RESOLVED by the Common Council for the City of

December 3, 2012 Pg. 81

Common Council Agenda Item H.1.

Kenosha that each alderperson be provided a key to the Municipal Office building for the use of the alderperson while the person remains an alderperson, after which time, the alderperson must return the key to City Administration.

Adopted this _____ day of _____, 2012.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

·Planning & Zoning
·Community Development

262.653.4030
262.653.4045 FAX
Room 308



·Building Inspections
·Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

MEMO

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

FROM: Jeffrey B. Labahn, Department of City Development 

RE: **To Amend Resolution #163-09 to Modify the Schedule of Fees for Development Review under Section 5.0 of the Zoning Ordinance of the City of Kenosha, Wisconsin by Creating a Fee for Special Exception Requests**

DATE: November 27, 2012

The Finance Committee deferred the referenced Resolution for two (2) weeks at their November 19, 2012 meeting, based upon a request for additional information.

This Resolution establishes a fee for a Special Exception Request for development governed by Section 5.0 (Designation of Major Streets, Establishing Base Lines and Establishing Setback Lines) of the City Zoning Ordinance. The proposed fee of \$125.00 would off-set the costs incurred by the City for the review and evaluation of the application and the preparation of the Deed Restriction. This fee would apply solely to the Special Exception Requests that are identified in the proposed Ordinance pending at the Common Council.

A red-lined copy of the current fee structure with proposed change is also attached.

JBL:kas
Enclosure

Planning & Zoning Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	September 6, 2012	Item 2
By the Mayor: To Amend Resolution #163-09 to Modify the Schedule of Fees for Development Review under Section 5.0 of the Zoning Ordinance of the City of Kenosha, Wisconsin by Creating a Fee for Special Exception Requests.			

LOCATION/SURROUNDINGS:

City-Wide

NOTIFICATIONS/PROCEDURES:

This item will also be reviewed by the Finance Committee prior to final review by the Common Council.

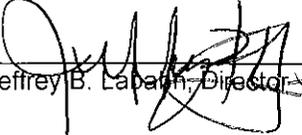
ANALYSIS:

- In relation to the previous agenda item, which proposes to create a Special Exception procedure for structures built in a Major Street setback, Staff has calculated a review fee for a Special Exception request to compensate for Staff time involved in processing the request.
- The attached Resolution amends previous Resolution #163-09 that adopted the entire list of Development Review Fees related to the Zoning Ordinance. This Resolution would add the proposed fee of \$125 for a Special Exception request to the previously approved list of Development Review Fees.

RECOMMENDATION:

A recommendation is made to approve the attached Resolution.


 Brian R. Wilke, Development Coordinator


 Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2012/Sep6/fact-resol-fees.odt

RESOLUTION NO. _____

SPONSOR: THE MAYOR

TO AMEND RESOLUTION NO. 163-09 TO MODIFY THE SCHEDULE OF FEES FOR DEVELOPMENT REVIEW UNDER SECTION 5.0 OF THE ZONING ORDINANCE OF THE CITY OF KENOSHA, WISCONSIN BY CREATING A FEE FOR SPECIAL EXCEPTION REQUESTS

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin that the schedule of fees in Resolution 163-09 be amended by creating a fee in the amount of \$125.00 for Special Exception Requests for Development Review under Section 5.04 B.1.d of the Zoning Ordinance.

Adopted this _____ day of _____, 2012.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

**RED-LINE VERSION OF
COMMUNITY DEVELOPMENT AND INSPECTIONS
SCHEDULE OF FEES TO BE EFFECTIVE**

CITY OF KENOSHA - DEPARTMENT OF CITY DEVELOPMENT REVIEW FEES		
AIRPORT SITE PLAN REVIEW	\$540	§13.10 D.1.
ANNEXATION AGREEMENT	\$145	§11.01
AVIGATION EASEMENT	\$175	§13.05 D.1. & §13.09 B.
BOARD OF ZONING APPEALS ACTIONS - APPEALS, VARIANCES, AND REHEARINGS	\$350	§9.07 A.
CITY PLAN COMMISSION CONCEPT REVIEW	\$125	§11.01
CONCEPT PLAN (CUP / SITE PLAN REVIEW / REZONING)	\$600	§11.01
CONDITIONAL USE PERMIT / SITE PLAN REVIEW - LEVEL 1 (0 - 10,000 S.F. / 0 - 1 ACRE) - LEVEL 2 (10,001 - 50,000 S.F. / 1 - 10 ACRES) - LEVEL 3 (50,001 - 100,000 S.F. / 10 - 25 ACRES) - LEVEL 4 (100,001 + S.F. / 25 + ACRES) - PLAN AMENDMENTS - RESUBMITTAL FEE (PER EACH SUBMITTAL)	\$900 CPD \$1,025 CPC or CC \$1,175 CPD \$1,300 CPC or CC \$1,600 CPD \$1,725 CPC or CC \$2,000 CPD \$2,125 CPC or CC 50% OF APPLICABLE FEE \$425	§4.04 C. & §14.04 §4.03 C.1. & §14.05 §4.04 C. & §14.04
DEVELOPER'S AGREEMENT	\$1,250	§11.01
DOCUMENT RECORDING	\$40	§11.01
HISTORIC PRESERVATION COMMISSION REGULARLY SCHEDULED MEETING	\$0	§15.22
HISTORIC PRESERVATION COMMISSION SPECIAL MEETING	\$60	§15.22
MISC./MINOR REVIEW	\$100	§4.04 C. & §14.04
NEIGHBORHOOD PLANS - CONCEPT - PLAN AMENDMENT	\$1,200 \$1,150	§11.01 §11.01
PLANNED DEVELOPMENT OVERLAY (PDO) PETITION	\$525	§3.22 A.2.
REVIEW AUTHORITY APPEAL	\$350	§4.04 H. & §14.06 K.
REZONING - WITHOUT CONCEPT PLAN - WITH CONCEPT PLAN	\$550 \$1,150	§10.02 A.1. §10.02 A.1.
SPECIAL EXCEPTION REQUEST	\$125	§5.04 B.1.d.
ZONING / FLOODPLAIN VERIFICATION LETTER	\$40	§11.01

RESOLUTION NO. 163-09

BY: THE MAYOR

TO ESTABLISH A SCHEDULE OF FEES FOR DEVELOPMENT REVIEW UNDER SECTION 3.0, SECTION 4.0, SECTION 9.0, SECTION 10.0, SECTION 11.0, SECTION 13.0, SECTION 14.0 AND SECTION 15.0 OF THE ZONING ORDINANCE OF THE CITY OF KENOSHA, WISCONSIN

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the following schedule of fees for Development Review under Sections 3.0, 4.0, 9.0, 10.0, 11.0, 13.0, 14.0 and 15.0 of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby adopted, effective January 1, 2010, replacing and superseding fees established for the same by prior resolution.

CITY OF KENOSHA - DEPARTMENT OF CITY DEVELOPMENT REVIEW FEES		
AIRPORT SITE PLAN REVIEW	\$540	§13.10 D.1.
ANNEXATION AGREEMENT	\$145	§11.01
AVIGATION EASEMENT	\$175	§13.05 D.1. & §13.09 B.
BOARD OF ZONING APPEALS ACTIONS - APPEALS, VARIANCES, AND REHEARINGS	\$350	§9.07 A.
CITY PLAN COMMISSION CONCEPT REVIEW	\$125	§11.01
CONCEPT PLAN (CUP / SITE PLAN REVIEW / REZONING)	\$600	§11.01
CONDITIONAL USE PERMIT / SITE PLAN REVIEW - LEVEL 1 (0 - 10,000 S.F. / 0 - 1 ACRE) - LEVEL 2 (10,001 - 50,000 S.F. / 1 - 10 ACRES) - LEVEL 3 (50,001 - 100,000 S.F. / 10 - 25 ACRES) - LEVEL 4 (100,001 + S.F. / 25 + ACRES) - PLAN AMENDMENTS - RESUBMITTAL FEE (PER EACH SUBMITTAL)	\$900 CPD \$1,025 CPC or CC \$1,175 CPD \$1,300 CPC or CC \$1,600 CPD \$1,725 CPC or CC \$2,000 CPD \$2,125 CPC or CC 50% OF APPLICABLE FEE \$425	§4.04 C. & §14.04 §4.03 C.1. & §14.05 §4.04 C. & §14.04
DEVELOPER'S AGREEMENT	\$1,250	§11.01
DOCUMENT RECORDING	\$40	§11.01
HISTORIC PRESERVATION COMMISSION REGULARLY SCHEDULED MEETING	\$0	§15.22
HISTORIC PRESERVATION COMMISSION SPECIAL MEETING	\$60	§15.22
MISC./MINOR REVIEW	\$100	§4.04 C. & §14.04
NEIGHBORHOOD PLANS - CONCEPT - PLAN AMENDMENT	\$1,200 \$1,150	§11.01 §11.01
PLANNED DEVELOPMENT OVERLAY (PDO) PETITION	\$525	§3.22 A.2.
REVIEW AUTHORITY APPEAL	\$350	§4.04 H. & §14.06 K.
REZONING - WITHOUT CONCEPT PLAN - WITH CONCEPT PLAN	\$550 \$1,150	§10.02 A.1. §10.02 A.1.
ZONING / FLOODPLAIN VERIFICATION LETTER	\$40	§11.01

Adopted this 2nd day of December, 2009

ATTEST:


Debra L. Salas, Deputy City Clerk

APPROVED:


Keith G. Bosman, Mayor

**KEITH G. BOSMAN
MAYOR**



*CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010*

November 28, 2012

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Paul Hegland, 1403 56th Street, Kenosha to the Museum Board for a term to expire May 1, 2015.

Mr. Hegland has served as the Special Assistant to the President of Carthage College since 1991. He is an active member of the Kiwanis Breakfast Club of Kenosha, the Board of Regents for Concordia Seminary – St. Louis and Lamb of God Lutheran Church. He is also a member of the Board of Directors of the Kenosha Area Tourism Corporation.

I am confident he will be a conscientious member of the Museum Board.

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:jd

Kenosha Regional Airport Lease Summary

Positive Rate, LLC
9840 - 52nd Street

- 1.) **TERM:** 20 years; December 1, 2012 through and including November 30, 2032

- 2.) **RATE:** Annual Fee \$.18 = \$2,250.00
Biannual Payments \$.18 = \$1,125.00

- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.

- 4.) **LOCATION ON AIRPORT:** 9840 - 52nd St.

- 5.) **PROPERTY DESCRIPTION:** 12,500 sq. ft. Constructed 1992

- 6.) **HANGAR DIMENSIONS:** 80' x 80'

- 7.) **USE OF HANGAR:** Aircraft storage.

- 8.) **OWENERSHIP OF IMPROVEMENTS:** Lessee retains ownership.

- 9.) **NOTE:** Hangar Purchased from Larry Ocker.

LEASE

Between

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

And

**POSITIVE RATE, LLC
A Wisconsin Limited Liability Company
9840 52nd Street,
Kenosha, Wisconsin 53144**

THIS LEASE is entered into between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "**CITY**", and **POSITIVE RATE, LLC**, a Wisconsin limited liability company, 9840 52nd Street, Kenosha, Wisconsin 53144, hereinafter referred to as "**LESSEE**".

WITNESSETH:

WHEREAS, the **CITY** operates the Kenosha Regional Airport, and owns the land upon which the Airport is located; and,

WHEREAS, the **LESSEE** desires to enter into this Lease to use land at the Airport for an existing airport hangar located at 9840 52nd Street consisting of one (1) building, approximately eighty (80') feet by eighty (80') feet in size; and,

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

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the **CITY** and the **LESSEE** agree as follows:

ARTICLE 1 - PREMISES

1.1 LAND. The **CITY** leases to the **LESSEE** Twelve Thousand Five Hundred (12,500) square feet of land located at 9840 52nd Street, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A" as HANGAR 9840 LEASE DESCRIPTION

hereinafter referred to as the "**PREMISES**".

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

ARTICLE 2 - TERM

2.1 TERM. The term of this Lease is for the period of December 1, 2012, through and including November 30, 2032, hereinafter referred to as the "**TERM**". Between six (6) months and one (1) year prior to the expiration date of this Lease, the **LESSEE** may request, in writing, that the **CITY** negotiate a new Lease. If timely notice is given to the **CITY** and the **LESSEE** is in full compliance with this Lease, the **CITY** shall meet with the **LESSEE** in good faith to negotiate a new Lease which may be for any **TERM** agreed to by the parties.

ARTICLE 3 - RENT AND FEES

3.1 RENT. Subject to Article 3.3, the **LESSEE** agrees to pay the **CITY** for the use and occupancy of the **PREMISES** rent in the annual sum of Two Thousand Two Hundred Fifty Dollars and Zero Cents (\$2,250.00) based upon a charge of Eighteen Cents (\$0.18) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of One Thousand One Hundred Twenty Five Dollars and Zero Cents (\$1,125.00) on or before January 1 and July 1 of each year during the **TERM** of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52nd Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the **CITY**.

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

3.3 RENT ADJUSTMENT. The rent may be adjusted from time to time during the **TERM** of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Rent adjustments shall not be inconsistent with other land leases at the Airport.

ARTICLE 4 - IMPROVEMENTS

4.1 DEFINITION. IMPROVEMENTS shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of buildings, structures, facilities, landscaping, and site modifications on the **PREMISES**.

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

4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing the construction of any **IMPROVEMENTS**, the **LESSEE** shall procure and submit proof of the following insurance coverages to the Airport Director for approval by the Airport Commission:

a. Builder's All Risk Insurance in the amount of the full value of the **IMPROVEMENTS** insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

b. Liability Insurance protecting the **LESSEE** and the **CITY** from claims for death, personal injury or property damage arising during the course of construction of the **IMPROVEMENTS** in accordance with the coverage requirements specified in this Lease.

4.4 CONSTRUCTION LIENS. The **LESSEE**, in making **IMPROVEMENTS**

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

4.5 RISK OF LOSS. The **LESSEE** assumes the risk of loss or damage to all of the construction work and the risk of loss or damage to all property of the **CITY** arising out of or in connection with the performance of the construction work. In the event of such loss or damage, the **LESSEE** shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of the **CITY** without cost or expense to the **CITY**.

4.6 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. The **LESSEE** shall require its contractors who construct the **IMPROVEMENTS** to indemnify and hold harmless the **CITY**, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the **LESSEE**

involving the construction of the **IMPROVEMENTS** by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the **CITY**, or any of its officers, employees or agents.

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

4.8 NO CONTRACTOR'S RIGHTS AGAINST CITY. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against the **CITY**, its officers and employees with respect to any labor or materials provided in connection with the construction work. Nothing contained herein shall create, or be deemed to create, any relationship between the **CITY** and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and the **CITY** shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

4.9 UNAUTHORIZED IMPROVEMENTS. Should the **LESSEE** make any **IMPROVEMENTS** without prior **CITY** approval, which are not satisfactory to the **CITY**, then, upon written notice to do so, the **LESSEE** shall remove the same, or if agreed upon by the **CITY**,

cause the same to be changed, modified or reconstructed to the satisfaction of the **CITY**. Should the **LESSEE** fail to comply with such notice within sixty (60) days of receipt thereof, or should the **LESSEE** commence to comply therewith and fail to pursue such work diligently to completion, the **CITY** may effect the removal, change, modification or reconstruction thereof, and the **LESSEE** shall pay the cost thereof to the **CITY**, upon written demand together with interest at the highest rate permitted by law from the date of the **CITY'S** written demand until paid.

4.10 OWNERSHIP, TRANSFER, SURRENDER OR REMOVAL OF IMPROVEMENTS. The **LESSEE** shall own, have and retain title to all **IMPROVEMENTS** the **LESSEE** places upon the **PREMISES**. Upon expiration or termination of this Lease, the **LESSEE** shall have the option, subject to the approval of the Airport Commission and Common Council of:

- a. Transferring all **IMPROVEMENTS** to a third party at a fair market value subject to such third party entering into a new lease with the **CITY**;
- b. Surrendering all **IMPROVEMENTS** to the **CITY** at no cost to the **CITY**; or
- c. Removing all **IMPROVEMENTS** from the **PREMISES** within one hundred twenty (120) days of Lease termination.

ARTICLE 5 - USE OF PREMISES

5.1 USE OF PREMISES. The **LESSEE** shall use the **PREMISES** as a Common Hangar Storage Operator in compliance with the Minimum Standards for T-Hangar, Common Hangar and Tie-Down Aircraft Storage Operator set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended from time to time. The **LESSEE** shall also be permitted to use the **PREMISES** for the airframe and power plant repairs of aircraft owned by the **LESSEE** and its tenants. Airframe and power plant repairs of aircraft owned by the **LESSEE** are to be performed by the **LESSEE** or a person who is regularly employed by the **LESSEE**, within the limits of Federal Aviation Administration Regulations. Airframe and power

plant repairs of aircraft owned by a tenant of the **LESSEE** are to be performed by the tenant or a person who is regularly employed by the tenant, within the limits of the Federal Aviation Administration Regulations. The **LESSEE** shall store flammable materials in compliance with all city, state and federal laws, rules and regulations.

5.2 NOISE STANDARDS FOR AIRCRAFT BASED ON PREMISES. The **LESSEE** agrees that all aircraft used in conjunction with the **PREMISES** shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the **CITY** may promulgate.

5.3 LIMITATION ON AIRCRAFT REPAIR WORK OUTSIDE OF A HANGAR. All aircraft repair work must be done inside a hangar except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than twelve (12) hours outside of a hangar without the prior permission of the Airport Director.

5.4 CHANGED USE. Any change in the use of the **PREMISES** must have the prior written approval of the Airport Commission or be a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

5.5 PROHIBITED USE. The **LESSEE** is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from selling or dispensing aviation fuel to any person or party.

5.6 NONEXCLUSIVE AIRPORT RIGHTS. Except for the exclusive right of the **LESSEE** to the use and possession of the **PREMISES**, no exclusive rights at the Airport are granted by this Lease. The **LESSEE** shall have no greater rights or privileges with respect to the use of the Airport, or any part thereof, than any other Airport lessee.

5.7 COMMON AREA OF AIRPORT. The **LESSEE** and its invitees shall have the right, in common with other authorized users, to use the common areas of the Airport, including runways, taxiways, aprons, roadways, public parking areas and other conveniences. The **LESSEE**, in common with other authorized users, shall have the right to use the Airport to taxi, take off and land aircraft owned or operated by the **LESSEE** and its tenants.

ARTICLE 6 - INGRESS AND EGRESS

The **LESSEE** shall have the right of ingress and egress to and from the **PREMISES** and the common areas of the Airport for the **LESSEE**, and its employees, guests, invitees and persons or parties supplying materials or furnishing services to the **LESSEE**. The **LESSEE** shall not park any vehicle or aircraft on any taxiway or runway or cause or permit any such act. The **LESSEE** shall obtain the approval of the Airport Director prior to the use of any Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from the **PREMISES** for trucks or any other vehicle.

ARTICLE 7 - PARKING

The **LESSEE**, at all times, shall park all vehicles used in connection with the **LESSEE'S** operations wholly on the **PREMISES**. Outdoor storage of the **LESSEE'S** personal property, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, any other motor vehicles, irrespective of operating condition or license status, and any other property not attached to a building or the ground, is strictly prohibited.

ARTICLE 8 - AIRCRAFT LIST

The **LESSEE** shall provide the **CITY** Airport Director with a list of the aircraft N-numbers and types stored in the hangar, together with the names, addresses and telephone numbers for each aircraft owner, lessee or manager.

ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES

9.1 LESSEE'S RESPONSIBILITIES. The **LESSEE**, at **LESSEE'S** expense, shall at all times be responsible for the care, maintenance and repair of the **PREMISES**, including the **IMPROVEMENTS** thereon, whether preexisting or placed thereon by the **LESSEE**, whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The **LESSEE**, at **LESSEE'S** expense, shall at all times:

a. Keep the **PREMISES**, the **IMPROVEMENTS** and the personal property thereon, in a clean, neat and sanitary condition.

b. Provide and maintain on the **PREMISES** all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.

c. Repair any damage arising from the operations of the **LESSEE** to the paving or other surface of the **PREMISES** or the Airport caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.

d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the **PREMISES** not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.

e. Maintain and repair all utility lines and equipment placed upon the **PREMISES**.

f. Maintain the **IMPROVEMENTS** and perform all repair work in accordance with federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

g. Be responsible for any environmental cleanup required by any act or omission of the **LESSEE** or **LESSEE'S** employees, invitees or agents, or arising out of **LESSEE'S** operations on the **PREMISES** or at the Airport.

h. Be responsible for painting, decorating, routine maintenance, and care of the lawn and landscaping.

i. Be responsible for repair and maintenance of aprons constructed by the **LESSEE**.

9.2 TIME REQUIREMENTS FOR REPAIRS. The **LESSEE** shall have thirty

(30) days from the date on which the condition arose to repair any minor damage to the **PREMISES**, including the **IMPROVEMENTS**, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to the **PREMISES**, including the **IMPROVEMENTS**. As used herein, minor damage shall be damage to the **PREMISES** or the **IMPROVEMENTS** which would cost Five Hundred Dollars (\$500.00) or less to repair, and major damage shall be damage to the **PREMISES** or the **IMPROVEMENTS** which would cost in excess of Five Hundred Dollars (\$500.00) to repair. The **LESSEE**, for good cause, may request from the Airport Director an extension of time to complete repairs. Notwithstanding the above, emergency repairs shall be conducted by the **LESSEE** as soon as possible when required to preserve the **PREMISES** and the **IMPROVEMENTS**.

9.3 LESSEE'S FAILURE TO MAINTAIN. In the event the **LESSEE** fails to care for, maintain and repair the **PREMISES** or the **IMPROVEMENTS** within thirty (30) days following the receipt of written notice from the **CITY** describing the failure to care for, maintain and repair and any demand for curative action, or in the event the **LESSEE**, upon commencement of curative action, fails to diligently continue to complete the curative action required by the **CITY**, the **CITY** may, at its option, and in addition to any remedies otherwise available to it, enter the **PREMISES** or the **IMPROVEMENTS** without such entering causing or constituting a cancellation of this Lease or an interference with the **LESSEE'S** possession, and care for, maintain or repair all or any part of the **PREMISES** or the **IMPROVEMENTS** which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the **LESSEE** shall pay the **CITY**, upon written demand, all sums incurred by the **CITY** to care for, maintain or repair the **PREMISES** or the **IMPROVEMENTS** together with interest at the rate of eighteen percent (18%) per year from the date of the **CITY'S** written demand for

payment until paid. The **LESSEE'S** failure to pay the **CITY**, upon written demand, all sums incurred by the **CITY** plus interest pursuant to this Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Furthermore, should the **CITY** undertake any work hereunder, the **LESSEE** waives any claims for damages, consequential or otherwise, against the **CITY** as a result therefrom, except claims for damages arising from the **CITY'S** negligence. The foregoing shall in no way affect or alter the continuing obligations of the **LESSEE** as set forth in this Lease and shall not impose or be construed to impose upon the **CITY** any obligation to care for, maintain or repair the **PREMISES** or the **IMPROVEMENTS**.

ARTICLE 10 - PAINTING

Unless otherwise agreed to in writing between the **CITY** and the **LESSEE**, the **LESSEE** shall, within five (5) years of Lease execution, paint the exterior of its building. Paint shall be of a quality recommended by the manufacturer for metal buildings. Color is to be approved in writing by the Airport Director as determined by the Airport Commission.

ARTICLE 11 - ACCESS TO PREMISES

The **LESSEE** agrees to and shall permit the **CITY**, the State of Wisconsin and the United States Government to send their representatives and employees onto the **PREMISES** and any **IMPROVEMENTS** thereon, for the purpose of an inspection thereof. In nonemergency situations, the **LESSEE** shall be provided with reasonable advance notice of an inspection if the **LESSEE** is available to receive such notice.

ARTICLE 12 - GOVERNMENTAL REGULATIONS

12.1 LAWS, RULES, REGULATIONS AND ORDERS. From time to time, the **CITY** may adopt, amend and enforce minimum standards with respect to the occupancy and use of

the Airport. These minimum standards are currently found in Chapter XXV of the Code of General Ordinances for the City of Kenosha and are incorporated herein by reference. The **LESSEE** agrees to observe and obey any and all such minimum standards and all other applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the **LESSEE'S** officers, agents, employees, contractors, and suppliers to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan. The **CITY** reserves the right to deny access to the Airport and its facilities to the **LESSEE** or any person, party, firm or corporation that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

12.2 SAFETY. The **LESSEE** shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The **LESSEE** agrees to observe and obey all applicable federal, state and local safety related laws, rules or regulations with respect to use and operation of the **PREMISES** and the **IMPROVEMENTS** and to require the **LESSEE'S** officers, agents, employees, contractors, and suppliers to obey the same. The **CITY** reserves the right to deny access to the Airport and its facilities to the **LESSEE** or any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.

12.3 LICENSES, CERTIFICATES AND PERMITS. The **LESSEE**, at **LESSEE'S** expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the **CITY**, having jurisdiction over the **PREMISES**, the **IMPROVEMENTS**, or the **LESSEE'S** operations at the **PREMISES**.

12.4 TAXES AND FEES. The **LESSEE** shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the **PREMISES**, the **IMPROVEMENTS**, or the **LESSEE'S** operations hereunder, and shall make all applications, reports and returns required in connection therewith. The **LESSEE** shall pay when due all stormwater management fees imposed on the **PREMISES**.

ARTICLE 13 - UTILITIES

The **LESSEE** shall pay for all utilities furnished to the **PREMISES** including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The **LESSEE** will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other **CITY** property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the **CITY** requires all utility pipes, wires and conduits to be underground. The **LESSEE** will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to the building to be served. The **CITY** shall allow the providers of all utilities reasonable access to the boundaries of the **PREMISES** for the installation of utility service.

ARTICLE 14 - REGULATORY SIGNS

The **LESSEE**, at no charge, shall permit the **CITY** to place such regulatory signs on the **PREMISES** as the **CITY** shall deem appropriate at the **CITY'S** expense, but under no conditions shall said signs be attached to any building or structure of the **LESSEE** without the **LESSEE'S** advance written permission. The **LESSEE** shall not place or erect any signs on or about the **PREMISES** or the **IMPROVEMENTS** without the prior written approval of the

Airport Director in compliance with the City Zoning Ordinance and Code of General Ordinances.

ARTICLE 15 - SANITATION

The **LESSEE** shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at **LESSEE'S** expense. The **LESSEE** shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the **PREMISES**. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the **PREMISES**, outside of a fully enclosed building or structure, is strictly prohibited.

ARTICLE 16 - SNOW REMOVAL

The **LESSEE**, at **LESSEE'S** expense, shall be responsible for removal of snow from the **PREMISES**. The **CITY** shall be responsible for the removal of snow from the runways, taxiways and aircraft parking ramps, service roads and public parking lots. The **CITY** shall incur no liability to the **LESSEE** by reason of any failure on the part of the **CITY** to meet its snow removal obligations when the **CITY** has made a good faith effort to do so.

ARTICLE 17 - QUIET ENJOYMENT

The **CITY** covenants and agrees, so long as the **LESSEE** shall duly and punctually perform and observe all the terms and conditions of this Lease, that the **LESSEE** shall peaceably and quietly have, hold and enjoy the **PREMISES**, subject to the right of the **CITY** to use and inspect the **PREMISES**, and to exercise any other rights provided and reserved to the **CITY** pursuant to this Lease.

ARTICLE 18 - RIGHTS OF ENTRY RESERVED

The **CITY**, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at **LESSEE'S** expense, to maintain existing and install

future utility, mechanical, electrical and other systems, and the right to enter upon the **PREMISES** or the **IMPROVEMENTS**, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the **CITY**, be necessary or advisable, and use the **PREMISES** for access therefor to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights, the **CITY** shall not unreasonably interfere with the use and occupancy of the **PREMISES** or the **IMPROVEMENTS** by the **LESSEE**. It is specifically understood and agreed that the reservation of such rights by the **CITY** pursuant to this Article 18 shall not impose or be construed to impose upon the **CITY** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the **PREMISES** or the **IMPROVEMENTS**.

ARTICLE 19 - CITY RESERVATION OF RIGHTS FOR PROTECTION OF PREMISES

The **CITY** reserves the right to further expand, develop or improve the runways and taxiways at the Airport as the **CITY** sees fit together with the right to take any action the **CITY** considers necessary for the protection of the aerial approaches to the Airport from obstruction and encroachment. The **CITY** may prevent the **LESSEE** from erecting or permitting the erection of any **IMPROVEMENTS** on the **PREMISES** which, in the **CITY'S** opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

ARTICLE 20 - INTERRUPTION IN USE OR ENJOYMENT

The **CITY** shall not be liable to the **LESSEE** for money damages arising out of any interruption in the **LESSEE'S** use or enjoyment of the **PREMISES** or the **IMPROVEMENTS** by reason of any damage to the **PREMISES** or the **IMPROVEMENTS**, unless such damage is the result of an action by a **CITY** employee or agent performing a duty or task for the **CITY**, and, in

that event, the **CITY** shall be liable only for the costs of repair or reconstruction. The annual rental fee, in such event, shall not abate unless a building or structure is damaged to such an extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time the **PREMISES** is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty-five (365) days multiplied by the total floor surface area of the building or structure.

ARTICLE 21 - NATURAL DISASTER

The **LESSEE'S** obligations during the term of this Lease shall neither abate nor be suspended by virtue of any damage to the **PREMISES** or the **IMPROVEMENTS** resulting from any natural disaster, except that if the Airport's runway equipment, runways, taxiways, parking ramps or roadways are damaged to such an extent that the **LESSEE** or its tenants cannot fly aircraft in or out of the Airport due to such damage for a period of fifteen (15) consecutive days, the rent shall abate for the entire period the **LESSEE** or its tenants cannot fly aircraft in or out of the Airport. Rental abatement, if applicable, shall be computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of whole days that the **LESSEE** or its tenants cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (365) days.

ARTICLE 22 - NATIONAL EMERGENCY

During time of war, national emergency, riot or natural disaster, the **CITY** shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin governments for military or National Guard use. In such an event, the provisions of this

Lease, insofar as they are inconsistent with the provisions of any lease to any such government, shall be suspended for the period of such government lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the leasehold value.

ARTICLE 23 – LIABILITY INSURANCE

23.1 INSURANCE REQUIRED. The **LESSEE** shall procure and maintain during the **TERM** of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

23.2 PROOF OF INSURANCE. The **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 including the naming of the **CITY** as an “additional insured”, and proof of payment of all premiums to the Airport Director for approval. The **LESSEE** shall provide the **CITY** with an additional insured endorsement certifying that the **CITY** is an additional insured with respect to the insurance coverages required by this Article 23. At least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance, the policy and the additional insured endorsement. Within thirty (30) days after the premium on any insurance policy required by this Article 23 becomes due and payable, the **LESSEE** shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination

pursuant to Article 27 of this Lease.

23.3 INCREASED COVERAGE. The **CITY** reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the **LESSEE** whenever the Airport Minimum Standards covering the **LESSEE'S** operations are enacted which adopt or increase the minimum insurance requirements, and the **LESSEE** shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. In the event of a conflict between this Lease and the Airport Minimum Standards, the provision requiring the greatest insurance coverage shall control.

23.4 FAILURE TO MAINTAIN INSURANCE. In the event the **LESSEE** fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the **CITY** in addition to any other remedies available to it, may obtain such insurance coverage and charge the **LESSEE** for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the **LESSEE** to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the **LESSEE** to obtain and maintain the insurance required by this Article 23 shall not relieve the **LESSEE** from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the **LESSEE** in Article 25.

23.5 REQUIRED MINIMUM COVERAGE. The following minimum insurance coverages must be in effect and continue in effect during the **TERM** of this Lease:

- A. Commercial General Liability
\$1,000,000.00 Each Occurrence having the following coverages:
 - i. Premises and Operations including Hangarkeepers

- ii. Independent Contractor and Subcontractor
- iii. Products and Completed Operations
- iv. Contractual Liability
- v. Death and Personal Injury

B. Automobile Liability

\$1,000,000.00 Single Limit each accident having the following coverages:

- i. Owned Automobiles
- ii. Hired Automobiles
- iii. Non-Owned Automobiles

C. Worker's Compensation: Statutory Limits

Employer's Liability

\$100,000.00 Each Accident

\$100,000.00 Disease, Each Employee

\$500,000.00 Disease, Policy Limit

ARTICLE 24 - INSURANCE OF IMPROVEMENTS

24.1 INSURANCE REQUIRED. The **LESSEE** shall procure and maintain during the **TERM** of this Lease insurance protection on all **IMPROVEMENTS** on the **PREMISES** to the extent of one hundred (100%) percent of the insurable replacement value of the **IMPROVEMENTS**. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

24.2 PROOF OF INSURANCE. The **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums to the Airport Director for approval. If no insurable **IMPROVEMENTS** exist on the **PREMISES** at the commencement of this Lease, the **LESSEE** shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums the Airport Director for approval prior to the lapse of the Builder's All Risk Insurance Policy. At least thirty (30) days before the expiration date of any insurance policy required by this Article 24, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of

Insurance and policy. Within thirty (30) days after the premium of any insurance policy required by this Article 24 becomes due and payable, the **LESSEE** shall provide satisfactory evidence of the premium payment to the Airport Director. If for any reason the insurance coverage required by this Article 24 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

24.3 FAILURE TO MAINTAIN INSURANCE. In the event the **LESSEE** fails to furnish, deliver and maintain the insurance coverage as required in this Article 24, the **CITY**, in addition to any other remedies available to it, may obtain such insurance coverage and charge the **LESSEE** for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the **LESSEE** to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the **LESSEE** to obtain and maintain the insurance required by this Article 24 shall not relieve the **LESSEE** from any liability under this Lease. The insurance requirements of this Article 24 shall not be construed to conflict with the obligations of the **LESSEE** in Article 25.

24.4 DAMAGE ELECTION BY LESSEE. Should any **IMPROVEMENTS** on the **PREMISES**, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the **LESSEE** shall have the election of repairing or reconstructing the **IMPROVEMENTS** substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Airport Commission, or not to repair or reconstruct the **IMPROVEMENTS**. The **LESSEE** shall notify the **CITY** of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

24.5 LESSEE'S OBLIGATIONS. In the event of damage or destruction to **IMPROVEMENTS** on the **PREMISES**, the **CITY** shall have no obligation to repair, replace or rebuild the **IMPROVEMENTS** or any fixtures, equipment or other personal property installed by the **LESSEE** on the **PREMISES** pursuant to this Lease. Nothing contained herein shall be deemed to release the **LESSEE** from any of the **LESSEE'S** repair, maintenance or rebuilding obligations under this Lease.

24.6 ABATEMENT OF RENT. In the event the **LESSEE** elects to repair, replace or rebuild the **IMPROVEMENTS**, during the period thereof, the rent shall be proportionately abated from the date of loss until the **IMPROVEMENTS** are repaired, restored or rebuilt, provided the **LESSEE** does not use the damaged **PREMISES**, with or without **IMPROVEMENTS**, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the **CITY**. The **LESSEE** agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the **LESSEE'S** control.

24.7 RESTORATION OF PREMISES. In the event the **LESSEE** elects not to repair, replace or rebuild the damaged **IMPROVEMENTS**, the **LESSEE** shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original pre-Lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the **LESSEE'S** and the **CITY'S** unaccrued obligations hereunder shall cease. If the **LESSEE** does not elect to repair, replace or rebuild the damaged **IMPROVEMENTS** within the above referenced one hundred twenty (120) day period of time, the **LESSEE** shall be deemed to have elected not to repair, replace or rebuild the damaged **IMPROVEMENTS** , and the **CITY**

may elect to restore the **PREMISES** to their original condition at the cost and expense of the **LESSEE**, whereupon this Lease shall be deemed terminated.

ARTICLE 25 – INDEMNITY, DEFENSE AND HOLD HARMLESS

The **LESSEE** does hereby agree that it will, at all times, during the **TERM** of this Lease, indemnify, defend and hold harmless the **CITY**, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the **PREMISES**, the **IMPROVEMENTS**, or as a result of any operations, works, acts or omissions performed on the **PREMISES**, the **IMPROVEMENTS**, or on the Airport by the **LESSEE**, its officers, employees, contractors, subcontractors, agents, invitees or permitted users, or resulting from the **LESSEE'S** failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the **PREMISES** or the **IMPROVEMENTS** thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the **CITY**, the Airport Commission, or any of their officers or employees. Upon the filing with the **CITY** of a claim for damages arising out of any incident(s) which the **LESSEE** herein agrees to indemnify, defend and hold the **CITY** and others harmless, the **CITY** shall notify the **LESSEE** of such claim, and in the event that the **LESSEE** does not settle or compromise such claim, then the **LESSEE** shall undertake the legal defense of such claim both on behalf of the **LESSEE** and the **CITY**. It is specifically agreed, however that the **CITY**, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may

be rendered against the **CITY**, the Airport Commission, or any of their officers or employees for any cause for which the **LESSEE** is liable hereunder, shall be conclusive against the **LESSEE** as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

ARTICLE 26 - ASSIGNMENT/SUBLEASE

With the prior written approval of the Airport Commission and the **CITY** Common Council, the **LESSEE** may assign or sublease all or a portion of this Lease to a close corporation or limited liability company wholly owned by hangar owners. No other assignment or sublease is permitted without the prior written consent of the Airport Commission and the **CITY**. Any unauthorized assignment or sublease shall render this Lease null and void. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the **LESSEE** of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the **LESSEE** under this Lease.

ARTICLE 27 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the **LESSEE** to pay any of the sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Prior to termination of this Lease as provided for under this Article 27, the **LESSEE** shall have twenty (20) days following its receipt of written notice from the **CITY** to pay any of the sums due and owing under the terms and conditions of this Lease. Prior to termination of this Lease as

provided for under this Article 27, the **LESSEE** shall have sixty (60) days following its receipt of written notice from the **CITY** to cure any other breach of the terms and conditions of this Lease to the satisfaction of the **CITY**. In the event the **LESSEE'S** breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within thirty (30) days following its receipt of the written notice from the **CITY** and the **LESSEE** acts within said thirty (30) days with due diligence to cure the breach, then the **LESSEE** shall not be deemed in default as long as the **LESSEE** is acting diligently to cure the breach. In the event the **LESSEE** fails to cure any breach within the time provided, the **CITY**, in addition to all other rights and remedies available to the **CITY** at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the **PREMISES** and remove all persons and property and the **CITY** shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the **LESSEE** shall have the option subject to the approval of the Airport Commission and the Common Council of:

- a. Transferring all **IMPROVEMENTS** to a third party at fair market value subject to such third party entering into a new lease with the **CITY**;
- b. Surrendering the **PREMISES** and all **IMPROVEMENTS** to the **CITY** at no cost to the **CITY**; or,
- c. Removing all **IMPROVEMENTS** from the **PREMISES** within one hundred twenty (120) days of termination of this Lease. The **LESSEE** shall be responsible for any damage to the **PREMISES** occurring in the course of such removal.

The **CITY** shall be entitled to collect from the **LESSEE** all attorneys fees and expenses incurred by the **CITY** in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the **CITY**.

ARTICLE 28 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY

In the event the options referred to in Article 27 are not approved upon termination

of this Lease for any reason, the **PREMISES** and the **IMPROVEMENTS** shall revert to the **CITY** without further action of the Common Council. In the event the **LESSEE** ceases to exist, terminates its operations, or discontinues use of the **PREMISES** or the **IMPROVEMENTS** for six (6) months, this Lease shall be subject to termination by the **CITY**, absent a duly authorized and approved assignment or release of this provision by the **CITY**. Upon such termination, the **PREMISES** and the **IMPROVEMENTS** shall revert to the **CITY** without further action of the Common Council.

ARTICLE 29 - EFFECT OF BANKRUPTCY OR INSOLVENCY

29.1 PROHIBITION OF INVOLUNTARY ASSIGNMENT, TRANSFER OR SALE. Neither this Lease, nor any interest of the **LESSEE** hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

29.2 EFFECT OF BANKRUPTCY. Without limiting the generality of the provisions of the preceding Article 29.1, the **LESSEE** agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the **LESSEE** and if against the **LESSEE**, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the **LESSEE** is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the **LESSEE** is a party, with authority to take possession or control of the **PREMISES** or the **IMPROVEMENTS** of the business conducted thereon by the **LESSEE**, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or any involuntary

assignment prohibited by the provisions of the preceding Article 29.1 shall be deemed to constitute a breach of this Lease by the **LESSEE** and shall, at the election of the **CITY**, but not otherwise, without notice or entry or other action of the **CITY** terminate this Lease and also all rights of the **LESSEE** under this Lease in and to the **PREMISES** and the **IMPROVEMENTS** and also all rights of any and all persons and parties claiming under the **LESSEE**.

ARTICLE 30 - NONDISCRIMINATION

30.1 In the event **IMPROVEMENTS** are constructed, maintained, or otherwise operated on the **PREMISES** for a purpose for which a United States Government program or activity is extended, the **LESSEE** shall maintain and operate such **IMPROVEMENTS** and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations now exist and may be amended in the future.

30.2 The **LESSEE** agrees that:

30.2.1 No person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the **PREMISES** or the **IMPROVEMENTS** contrary to federal, state or local law, rule or regulation.

30.2.2 In the construction of any **IMPROVEMENTS** on, over, or under such land, or the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, contrary to federal, state or local law, rule or regulation.

30.2.3 The **PREMISES** and the **IMPROVEMENTS** shall be used in compliance

with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

30.3 The **CITY** reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article 30. This Article 30 is to be considered as a covenant on the part of the **LESSEE**, a breach of which, continuing after notice by the **CITY** to cease and desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

30.4 The **LESSEE** shall include the foregoing provisions in every agreement pursuant to which any person or persons other than the **LESSEE** operates any **IMPROVEMENT** at the **PREMISES** and shall include thereon a provision granting the **CITY** a right to take such action as the United States may direct to enforce such agreement.

30.5 The **LESSEE** shall indemnify and hold harmless the **CITY** and the Airport Commission, their officers, employees, and agents from and against any claims and demands of third persons, including the United States of America, resulting from the **LESSEE'S** noncompliance with any of the provisions of this Article 30 and the **LESSEE** shall reimburse the **CITY** for any loss, expense or attorney fees incurred by reason of the **LESSEE'S** noncompliance.

30.6 The **LESSEE** assures that it will undertake an Affirmative Action Program as required by 14 CFR, Part 152, Subpart E. The **LESSEE** assures that it will require that covered suborganizations provide assurances to the **LESSEE** that they similarly will undertake an Affirmative Action Program, and that they will require assurances from their suborganizations, as

required by 14 CFR, Part 152, Subpart E., to the same effect.

ARTICLE 31 - CONTRACTORS

Contractors of the **LESSEE** shall comply with all applicable federal, state and local laws, rules and regulations applicable to the **PREMISES** and the **IMPROVEMENTS**.

ARTICLE 32 - BENEFITS

The terms and conditions of this Lease shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 33 - SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the **CITY** and the United States or State of Wisconsin governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of federal or state funds for the benefit of the Airport.

ARTICLE 34 - INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 35 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 36 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant,

condition, or provision herein contained so long as such deletion does not materially prejudice the **CITY** or the **LESSEE** in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the **CITY**.

ARTICLE 37 - TIME IS OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 38 - NOTICE

Any notice required to be given in this Lease by any of the parties is to be by certified mail with return receipt or by personal service addressed to the **LESSEE** or the **CITY** as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to **LESSEE**:

Timothy G. Thompson, Member
Positive Rate, LLC
5923 6th Place
Kenosha, Wisconsin 53144

If to **CITY**:

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

With copies to:

Airport Director
Kenosha Regional Airport
9900 52nd Street
Kenosha, Wisconsin 53144-7430

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

ARTICLE 39 – AUTHORITY

The **CITY** enters into this Lease by authorization of action taken by the Airport Commission on the ____ day of _____, 2012, and by action taken by the Common Council on the ____ day of _____, 2012. This Lease is expressly conditioned upon the sale and closing of the existing airport hangar on the **PREMISES** by November 30, 2012, between **POSITIVE RATE, LLC**, and LARRY OCKER, the payment to the **CITY** of all sums due and owing under the existing Lease by LARRY OCKER, and the execution of such documents deemed necessary by the **CITY** to terminate the existing Lease of LARRY OCKER for the **PREMISES**.

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

Signature on following pages

POSITIVE RATE, LLC
a Wisconsin limited liability company

BY: _____
TIMOTHY THOMPSON, Member

Date: _____

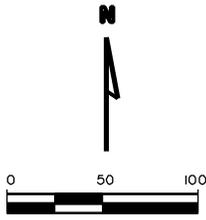
STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2012, **TIMOTHY THOMPSON**, to me known to be a Member of **POSITIVE RATE, LLC** and acknowledged to me that he executed the foregoing instrument as the agreement of said limited liability company, by its authority.

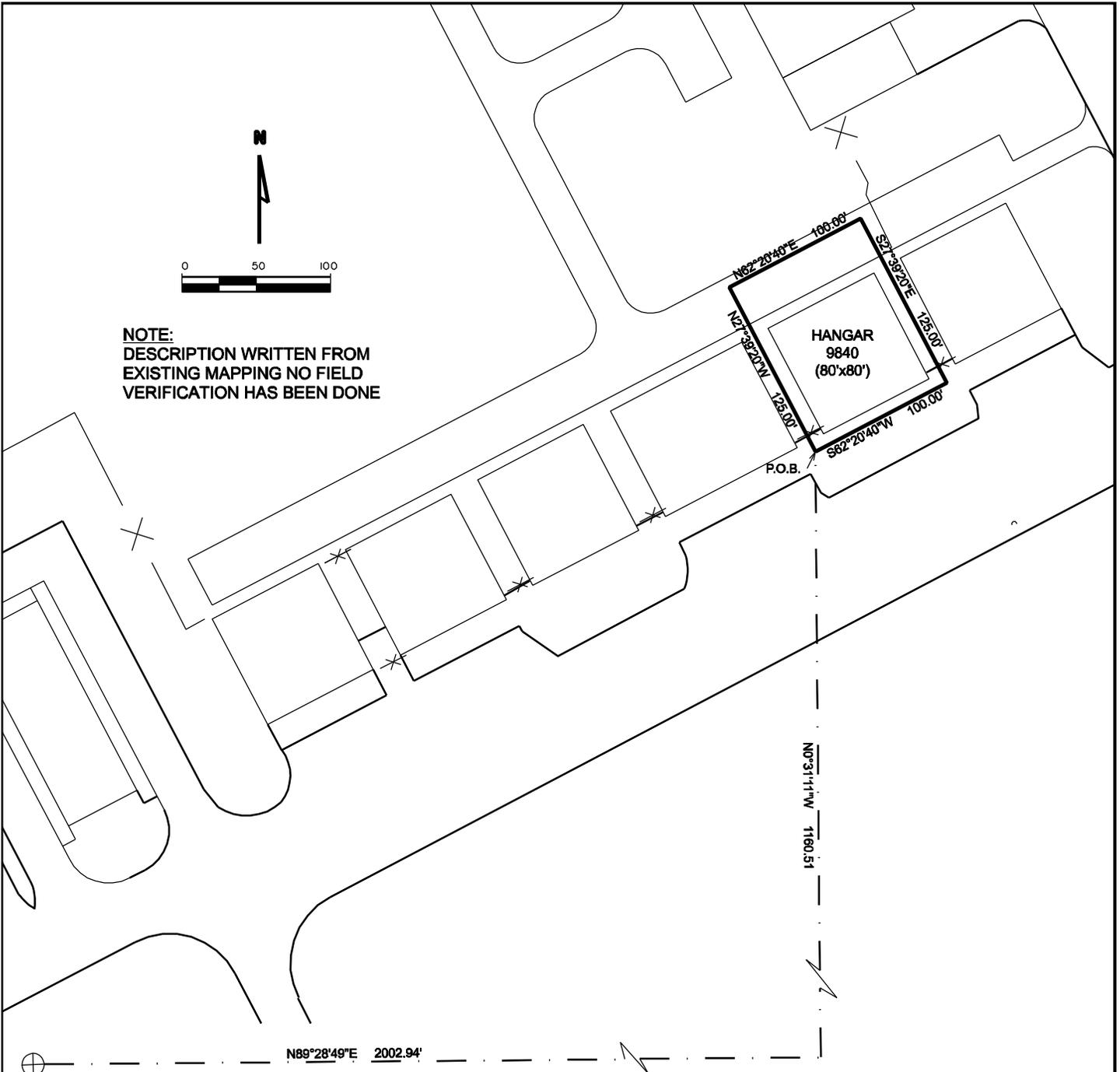
Notary Public, Kenosha County, WI
My Commission expires/is: _____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

EXHIBIT A



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



W 1/4 CORNER
SECTION 32
T2N, R22E

HANGAR 9840 LEASE DESCRIPTION
DESCRIPTION: A parcel of land located in the SE 1/4 of the NW 1/4 of Section 32, T2N, R22E, City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the west quarter corner of said Section 32;
Thence N89°28'49"E, along the south line of the northwest quarter of Section 32, 2002.94 feet;
Thence N0°31'11"W, 1160.51 feet to the point of beginning of the lands hereinafter described;
Thence N27°39'20"W, 125.00 feet;
Thence N62°20'40"E, 100.00 feet;
Thence S27°39'20"E, 125.00 feet;
Thence S62°20'40"W, 100.00 feet to the point of beginning, containing 12,500 square feet of land, more or less.



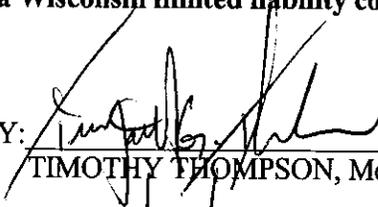
Mead & Hunt, Inc.
6501 Watts Road, Suite 101
Madison, Wisconsin 53719-2700
Phone: 608-273-6380
Fax: 608-273-6391

KENOSHA REGIONAL AIRPORT
Hangar No. 9840

10/30/2012
Sheet 1 of 1
Job No. 11081-00-05001

X:\23099-29\REFHANGAR LEASES\9840.dgn

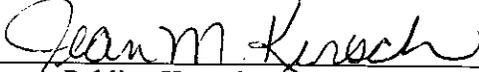
POSITIVE RATE, LLC
a Wisconsin limited liability company

BY: 
TIMOTHY THOMPSON, Member

Date: 11/08/2012

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this 8 day of Nov, 2012, **TIMOTHY THOMPSON**, to me known to be a Member of **POSITIVE RATE, LLC** and acknowledged to me that he executed the foregoing instrument as the agreement of said limited liability company, by its authority.


Notary Public, Kenosha County, WI
My Commission expires/is: 11-25-12

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



A Thomson Reuters business

Order Notification

Contact your representative mark.pedersen@thomsonreuters.com with any questions. Thank you.

Order ID: **387573**

Subscriber Information

Account Address:

Account #: **1000617555**
KENOSHA CITY ATTORNEY
MUNICIPAL BLDG
625 52ND ST RM 201
KENOSHA, WI 53140
US
262-653-4170

Shipping Address:

Account #: **1000617555**
KENOSHA CITY ATTORNEY
MUNICIPAL BLDG
625 52ND ST RM 201
KENOSHA, WI 53140
US
262-653-4170

Billing Address:

Account #: **1000617555**
KENOSHA CITY ATTORNEY
MUNICIPAL BLDG
625 52ND ST RM 201
KENOSHA, WI 53140
US
262-653-4170

Payment and Shipping Information

Payment Method:

Payment Method: **WestAccount**
Account Number: **1000617555**

Shipping Information:

Shipping Method: **FREE Ground Shipping - U.S. Only**

Additional Information

Created By: **0056690**
Order Source: **27**
Revenue Channel: **01**
Order Date: **11/27/2012 4:02:39 PM**
P.O. Number:
Additional Data B: **4**

Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Ed	Antaramian	eamtaramian@kenosha.org		Order Confirmation Contact	28
Ed	Antaramian	eamtaramian@kenosha.org		Primary Password Contact	24

Internal Comments

- Worksheet: <https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=fa54a3ed-7bc8-46df-a2f4-b3416a79326a&pfv=true>
- OF Ver: <https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=185c6dbd-58fc-4a18-a970-22f3804c83c9&isofview=yes>

New Products - WestlawPRO/CD/WLEC/Other

Qty	Product	Material ID
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1	Government Select Level 2 States (WestlawNext™;) (Banded)	40988754
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Modules to include in Custom PRO:

Material ID	Description
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December 3, 2012 Pg. 124

Common Council Agenda Item K.2.a.

- 40982589 Primary Law with KeyCite®: All — Wisconsin (WestlawNext™);
- 40981520 All Primary Law (WestlawNext™);
- 40982258 Analytical Library Wisconsin (WestlawNext™);
- 40981733 Municipal Law Practitioner Counselor — Wisconsin (WestlawNext™);
- 41024657 Related Documents (WestlawNext™);

Monthly Charges ("Monthly Charges") are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). Upon conclusion of the Minimum Term, charges for CD-ROM products are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly Charges for WestlawPRO and/or West LegalEdcenter products will be billed as set forth herein.

Subscriber agrees to commit to a Minimum Term of **36 months** and the Monthly Charges for the second 12 months not to increase by more than **0%** over the Monthly Charges for the initial 12 months and the Monthly Charges for the third 12 months not to increase by more than **0%** over the Monthly Charges for the second 12 months.

NON-GOVERNMENT SUBSCRIBERS ONLY:

Upon conclusion of the WestlawPRO Minimum Term, including West LegalEdcenter product(s) that are part of a WestlawPRO Select, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Charges for the Renewal Term will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement. Upon conclusion of the West LegalEdcenter Minimum Term, as applicable solely to West LegalEdcenter product(s) that are not part of a WestlawPRO Select, charges for West LegalEdcenter products are billed thereafter at up to then-current rates.

GOVERNMENT SUBSCRIBERS ONLY:

Upon conclusion of the WestlawPRO and/or West LegalEdcenter Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

4 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users, students and Personnel if ordering Paralegal Plans or publicly accessible terminals (used for Patron Access and Correctional Facility Products) at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the actual number exceeds this number, West reserves the right to increase Subscriber Monthly Charges as applicable.

User	Start Date	Position	Email
Antaramian, Ed		ATTORNEY	
Knight, Matthew		ATTORNEY	
Mulligan, Jon		ATTORNEY	
Richardson, Bill		ATTORNEY	

New Products - Print

Qty	Product	Material ID
1	Discretionary Land Use Controls: Avoiding Invitations to Abuse of Discretion, 2012 ed.	13513137
1	The Government Contracts Forms Book, 2012-2013 ed.	40892014
1	Wisconsin Statutes Annotated 115.01 To 123.end Public Instruction	40204621

Order Subtotal:	N/A
*Shipping:	FREE
* Estimated Tax:	TBD
Order Total:	\$0.00
Products Under 36 month contract term:	\$752.00
** Billed Monthly Total:	\$752.00

* Sales tax for your order will reflect applicable state and local taxes and will be finalized upon shipment. In accordance with applicable laws, tax will be applied to products and shipping. Actual tax may vary slightly from that shown above.

*Free shipping is not applicable to print orders that will be shipped from affiliates of Thomson Reuters that are located outside of the United States, its territories and possessions. For such products, transportation and handling charges (FOB origin) will be added.

** First full month billing will be invoiced at the monthly billed detail set forth above. Pricing is subject to change without notice. Terms and conditions set forth in agreement.

Lapse Subscriptions

Active Subscriptions to Lapse	Contract Number	Material ID
GOVERNMENT GC ALL PRIMARY LAW MODULE	0115629041	40443517
MUNICIPAL LAW PRACTITIONER COUNSELOR WI	0115629043	40457301
WESTLAW ANALYTICAL LIBRARY WI	0115629038	30305059
WESTLAW SELECT	0115629047	40583999
WESTLAWPRO WITH KEYCITE ALL WI	0115629040	40043688
WL PRO RESULTSPLUS PREMIUM	0115629045	40470694

Subscription Service, Passwords and West km Software. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case NoteBook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized users. Subscriber's Westlaw Doc Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, West will provide Subscriber access to and the ability to export related Westlaw Doc & Form Builder Data for 180 days at no charge. After a commercially reasonable time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc & Form Builder Data.

General Provisions for Non Government Subscribers Only. This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is nontransferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable. Transportation and handling (FOB origin) will be added to print products.

Returns. If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Charges for Westlaw and West LegalEdcenter products are non-refundable.

Additional Contract Information

NON-AVAILABILITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 387573

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products) and/or the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) individually or jointly, as applicable, ("Subscriber Agreement") is/are hereby incorporated by reference and made part of this order. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this order, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

_____	_____
Signature of Authorized Representative for order	Title
_____	_____
Printed Name	Date

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Subscriber Agreement for Westlaw® and CD-ROM Libraries



AGREEMENT entered into between "Subscriber" as set forth on the West order form ("Order Form") and West, a Thomson Reuters business ("West"), regarding Westlaw and/or CD-ROM Libraries, as follows:

1. Westlaw and CD-ROM Libraries. Subscriber may subscribe to Westlaw, West's online legal research service, via certain packaged Westlaw Schedule A price plans, and/or CD-ROM libraries ("Libraries") by submitting a then-current Order Form. All references herein to CD-ROM, CD-ROM Libraries or Libraries shall also include the DVD-ROM, USB and similar format/media. All Library subscriptions shall include access to Westlaw. Westlaw and CD-ROM Libraries are licensed to Subscriber subject to the terms and conditions of this Agreement, the Order Form, the applicable Schedule A or as otherwise agreed by the parties in writing. This Agreement supplements but does not supersede any Westlaw Subscriber Agreement in effect between Subscriber and West as of the effective date of this Agreement ("Existing Westlaw Agreement").

2. License.

(a) Grant. Subscriber is granted a non-exclusive, non-transferable, limited license to access Westlaw and the CD-ROM Library(ies) to which Subscriber subscribes. Such license includes the right to access data made available through Westlaw ("Westlaw Data") and data contained in the CD-ROM Library(ies) ("CD-ROM Data," collectively "Data" which includes "Downloaded Data" as defined below). Subscriber may use the Data internally solely in the regular course of legal and other research and related work. Except as otherwise provided, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties for purposes that are consistent with the terms and conditions of this Agreement if such third parties agree not to further distribute the printouts.

(b) Limitations. Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell or otherwise use the Data or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not otherwise expressly prohibited by this Agreement or by the "Additional Terms" (as defined below), as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's work product. Subscriber shall not sell, license, sublicense or distribute Data (including printouts or Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.

(c) Westlaw. Westlaw consists of various West-owned and third party content, services, functions and remotely-accessed gateways (collectively "Features"), which may change from time to time. Access to certain Features may be restricted. Certain Features are licensed subject to paragraphs 3, 6 and 7, which take precedence over the license granted in this paragraph, or additional terms ("Additional Terms"), which apply to certain third-party Features and may be different from those set forth in this Agreement. Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online. Additional Terms may be modified effective upon West giving Subscriber notice (in writing or online) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement. Subscriber may, on an occasional basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to internal user(s) or transmit West-proprietary documents (i.e. documents not licensed by West from third-parties) to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 3 herein.

(d) CD-ROM Libraries. Each Library is licensed for use at a single Subscriber office location ("Site"). In addition, Subscriber's personnel who work at or are assigned to a licensed Site may access the Libraries by remote dial-in access to the Site or off-Site on stand-alone PCs. Each Library is licensed for use on stand-alone PCs or on a single local area network ("LAN") installed at a licensed Site that is electronically linked and capable of sharing the use of one or more CD-ROMs. The Order Form will indicate the number of concurrent users authorized to access each Library licensed for use on a LAN. Each such Library will be licensed with a proprietary control file, which Subscriber may install only on the single LAN. Subscriber may transfer the CD-ROM Data contained in the Library to a single storage drive under Subscriber's exclusive control and to maintain such CD-ROM Data as a searchable CD-ROM Software (as defined herein) compatible database subject to the terms and conditions of this Agreement. Subscriber may also use, only at the Site, West-proprietary Data available as part of a Library as set forth in paragraph 3. Access to

Data through wide area networks, multiple LANs, multiple sites or similar arrangements is strictly prohibited.

(e) Rights in Data. Except for the license granted in this Agreement, all right, title and interest in the Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors"). The CD-ROM Data architecture, including the format, layout and data structures, are proprietary. Subscriber may not reverse engineer or otherwise attempt to discern such proprietary architecture. The CD-ROMs and West Software, as defined herein, are and will remain the exclusive property of West, its affiliates and software owners.

3. West Proprietary Data. West grants a non-exclusive, non-transferable, limited license to individual users within Subscriber entities to store and use West-proprietary Downloaded Westlaw Data and CD-ROM Data (i.e., documents not licensed by West from third parties) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist preponderantly of users' work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of this Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a database accessible to external users is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such West-proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. West-proprietary Downloaded Data included in such briefs must retain West copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of West.

4. West Software and Internet Based Services.

(a) West Software. West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw ("Westlaw Software") or to access third party gateway services and certain Westlaw Features not available when accessing Westlaw with CD-ROM software ("CD-ROM Software" including, but not limited to PREMISE®, LawDesk and Folio® used to access the Libraries). Subscriber hereby subscribes to Westlaw Software and CD-ROM Software (collectively "West Software") and updates and accompanying documentation as indicated on the Order Form. West Software will be licensed under a license agreement, which will accompany the West Software. By using the West Software (including each update) and taking such other action as may be referenced in the license agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the West Software in its possession or control.

(b) Internet Based Services. Westlaw may be accessed by Internet based services such as westlaw.com and next.westlaw.com ("Internet Based Services"). West grants Subscriber a non-exclusive, non-transferable, limited license to use Internet Based Services (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of Internet Based Services, nor may Subscriber reproduce all or any portion of the components of Internet Based Services. Subscriber may use Westlaw Data cached in Subscriber's local disk drive solely in support of its use of Internet Based Services. Certain software used by Subscriber may not be capable of supporting Internet Based Services. The performance of Internet Based Services varies with the manufacturers' equipment with which it is used.

5. Charges and Modification of Charges. Charges payable for access to Westlaw ("Westlaw Charges") will be as stated on the Order Form and the applicable Schedule A or as otherwise agreed upon in writing by the parties. Westlaw Charges shall commence on the date Subscriber first accesses Westlaw or any Feature or as otherwise stated on the Schedule A or Order Form. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on the Order Form (for the Monthly WestlawPRO Charges associated with the WestlawPRO products elected by Subscriber on the Order Form). The charges currently payable by Subscriber for each Library are as set forth on the Order Form ("CD-ROM Charges"). CD-ROM Charges also include, without limitation, charges for Library additions and Features introduced after the effective date of this Agreement. CD-ROM Charges will be determined by West and may be modified at any time without notice. Modification of any charges shall not be considered as an amendment to this Agreement that permits termination of this Agreement pursuant to paragraph 12 (ii) herein. All charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on the unpaid balance.

6. Usage Restrictions and Information Protection.

(a) Use of Westlaw Data. Subscriber shall not use any Data and shall not distribute any Data to a third party for use in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. §

1681b). Subscriber acknowledges that access to certain Data available on Westlaw, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions. Subscriber agrees not to access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to Contributor restrictions. West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, or that the terms of West's Contributor agreements requires West to block such access. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber's compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

(b) **Protection of Personal Information.** West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 4.a. above, the European Union Directive on Data Protection (95/46) and all other applicable legal directives and applicable industry standards (collectively "Privacy Laws") pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection for the Personal Information of either party. For purposes of this Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another in relation to the investigation and remedy of any such Information Protection Incident and any claim, allegation, action, suit, proceeding, or litigation with respect to the unauthorized access, use, or disclosure of Personal Information. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of West and/or Subscriber, respectively.

7. **West Legal Directory™.** Subscriber may use Westlaw Data and CD-ROM Data contained in West Legal Directory ("WLD") internally in the regular course of Subscriber's business. Subscriber may also create printouts of insubstantial portions of Data consisting of individual WLD listings or selected names and addresses for its own use. Use of WLD to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

8. **Responsibility for Certain Matters.** Subscriber shall provide to West the office location and address associated with Subscriber's Westlaw passwords issued under this Agreement. Subscriber's personnel may also access Westlaw via home computers, laptops or other wireless devices. Subscriber is responsible for notifying West in writing of persons to whom Westlaw passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Westlaw passwords. Subscriber is also responsible for all access to and use of Libraries, CD-ROM Data, CD-ROM Software, Westlaw, Westlaw Data, West Software and Internet Based Services (collectively the "Deliverables") by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Sharing of Westlaw passwords that have been issued to individual users of Subscriber is strictly prohibited.

9. **Disclaimer of Warranties and Limitation of Liability.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE DELIVERABLES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE DELIVERABLES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY SUBSCRIBER RELATIVE TO THE LIBRARY, WESTLAW FEATURE OR THE WEST SOFTWARE, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, OR ITS CONTRIBUTORS, OR ANY DECISION MADE OR

ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON WESTLAW DATA AND CD-ROM DATA; (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS HEREUNDER OR USE OF, OR INABILITY TO USE, THE DELIVERABLES, EVEN IF WEST OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING OR DELIVERING WESTLAW DATA AND CD-ROM DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF INTERNET BASED SERVICES ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF WESTLAW DATA OR DAMAGE TO MEDIA.

10. **Limitation of Claims.** Except for claims relating to Westlaw Charges or CD-ROM Charges, or improper use of the Deliverables, no claim, regardless of form, which in any way arises out of this Agreement may be made, nor action based upon such claim brought under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

11. **Effect of Agreement.** This Agreement (which includes all applicable Order Forms, any Existing Westlaw Agreement, current and future Schedules and Additional Terms, license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written notice. Any other amendment must be in writing and signed by both parties.

12. **Term and Termination.** This Agreement and each Order Form may not be terminated prior to a Minimum Term of one year after the date West processes this Agreement and that Order Form. In the event Subscriber requests a Minimum Term in excess of one year as set forth in the Order Form, this Agreement may not be terminated prior to the expiration of such Minimum Term. Upon expiration of the Minimum Term or any Renewal Term set forth in the Order Form, either party may terminate this Agreement by providing the other party 30 days prior written notice of such termination. Notwithstanding the foregoing, (i) West may terminate a Library subscription upon 30 days prior written notice if such Library is no longer commercially available; (ii) Subscriber may terminate this Agreement immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraphs 2(c) and 11), which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; (iii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (iv) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation, this Agreement or may result in a risk to public safety, including but not limited to the safety of private individuals; and (v) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement. Upon termination of any Library subscription by either party, Subscriber shall immediately destroy the terminated Library(ies) and destroy all CD-ROM Data maintained on a permanent storage drive. Upon any termination of this Agreement, the West Software licenses shall also terminate.

13. **Force Majeure.** West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

14. **Notices.** Except as otherwise provided in this Agreement, all notices must be given in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-0833, Attention: Customer Service, and to Subscriber at the address on the Order Form.

15. **General Provisions.** This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion hereof may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected. Failure of either party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part hereof. West, as used herein, applies to West Publishing Corporation, Thomson Reuters Applications Inc., West Services Inc., Thomson Reuters (Legal) Inc., and their affiliates.

16. **Ideas and Concepts.** Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Westlaw, Internet Based Services or Westlaw Software or Libraries shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.



Order Notification

A Thomson Reuters business

Contact your representative mark.pedersen@thomsonreuters.com with any questions. Thank you.

Order ID: **385299**

Subscriber Information

Account Address:

Account #: **1000617555**
KENOSHA CITY ATTORNEY
MUNICIPAL BLDG
625 52ND ST RM 201
KENOSHA, WI 53140
US
262-653-4170

Shipping Address:

Account #: **1000617555**
KENOSHA CITY ATTORNEY
MUNICIPAL BLDG
625 52ND ST RM 201
KENOSHA, WI 53140
US
262-653-4170

Billing Address:

Account #: **1000617555**
KENOSHA CITY ATTORNEY
MUNICIPAL BLDG
625 52ND ST RM 201
KENOSHA, WI 53140
US
262-653-4170

Payment and Shipping Information

Payment Method:

Payment Method: **WestAccount**
Account Number: **1000617555**

Shipping Information:

Shipping Method: **FREE Ground Shipping - U.S. Only**

Additional Information

Created By: **0056690**
Order Source: **27**
Revenue Channel: **01**
Order Date: **11/27/2012 4:13:27 PM**
P.O. Number:

Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Ed	Antaramian	eantaramian@kenosha.org		Order Confirmation Contact	28

Internal Comments

- Worksheet: <https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=2f8827c5-9fe7-439a-a59e-5658cb67c996&pfv=true>
- OF Ver: <https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=d569bdb8-d657-4447-9be0-2dca7e7ba2d1&isofview=yes>

New Products - Print

Qty	Product	Material ID
1	West Complete Library	40666420

Existing Subscriptions to include in West Complete:

Qty	Material ID	Description
1	22035157	BANKRUPTCY CODE RULES AND FORMS PAM SUB
1	13511154	WI OFFICIAL REPORTS 2D (CALLAGHAN) SUB
1	13511189	WI DIGEST (CALLAGHAN) SUB
1	13511197	WI PLEADING AND PRACTICE SUB

- 1 13972623 CIVIL ACTIONS AGAINST STATE AND LOCAL GOVERNMENT: DIVISION, AGENCIES, OFFICERS SUB
- 1 14496396 WI PRACTICE V4-6A CIVIL PROCEDURE FORMS SUB
- 1 22128835 WI PRACTICE V3 AND 3A CIVIL PROCEDURE SUB
- 1 13512843 CIVIL RIGHTS LITIGATION AND ATTORNEY FEES HANDBOOK SUB
- 1 11593257 WI PRACTICE V9 CRIMINAL PRACTICE AND PROCEDURE PRETRIAL SUB
- 1 40556412 WI PRACTICE V15-16 DEATH IN WI: LEGAL PRACTITIONERS GUIDE TO POST MORTEM
ADMINISTRATION SUB
- 1 40643793 WI PRACTICE SERIES V18 ELDER LAW SUB
- 1 40529170 FEDERAL JURY PRACTICE AND INSTRUCTIONS CIVIL COMPANION HANDBOOK SUB
- 1 13515834 MCQUILL 1N LAW OF MUNICIPAL CORPORATIONS SUB
- 1 22016284 WI PRACTICE V1-2A METHOD OF PRACTICE SUB
- 1 13515788 MUNICIPAL LEGAL FORMS SUB
- 1 13516938 SECTION 1983 LITIGATION IN STATE COURTS SUB
- 1 13511235 WI PRACTICE SERIES V10&11 TRIAL HANDBOOK SUB
- 1 22045905 WI STAT ANNO SUB
- 1 17179177 WI PRACTICE V3B CIVIL RULES HANDBOOK SUB
- 1 13980898 WI PRACTICE SERIES V12-13 COLLECTION LAW SUB
- 1 40567553 WI COURT RULES STATE, FEDERAL AND LOCAL PAMPHLETS VOLUMES I-III FULL SUB
- 1 40464130 WI PRACTICE V14 ELEMENTS OF AN ACTION SUB
- 1 17182074 WI PRACTICE V7 EVIDENCE SUB
- 1 40638030 WI PRACTICE V17 WORKERS COMPENSATION SUB

Monthly West Complete Print Charges are billed on the date West processes Subscriber's order and continue for the term of complete calendar months elected by Subscriber above ("Minimum Terms"). If Subscriber elects to terminate any of its West Complete Print products during the Minimum Term, the Monthly West Complete Print Charges will not be adjusted. Upon conclusion of the Minimum Term, the West Complete Print Charges will automatically renew for consecutive 12-month periods (Renewal Term), and the Monthly West Complete Print Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly West Complete Print Charges increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Subscription service may consist of updates and/or supplements to the service, including but not limited to: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials. Subscriber hereby requests that West provide subscription services for the herein-described products, billed as set forth above

36 MONTH WEST COMPLETE PRINT MINIMUM TERM - Subscriber agrees to commit to a Minimum Term of 36 complete calendar months and the Monthly West Complete Print Charges for the second 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the initial 12 months and the Monthly West Complete Print Charges for the third 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the second 12 months.

Order Subtotal:	N/A
*Shipping:	FREE
* Estimated Tax:	TBD
Order Total:	\$0.00
Products Under 36 month contract term: \$637.80	
** Billed Monthly Total: \$637.80	

* Sales tax for your order will reflect applicable state and local taxes and will be finalized upon shipment. In accordance with applicable laws, tax will be applied to products and shipping. Actual tax may vary slightly from that shown above.

*Free shipping is not applicable to print orders that will be shipped from affiliates of Thomson Reuters that are located outside of the United States, its territories and possessions. For such products, transportation and handling charges (FOB origin) will be added.

** First full month billing will be invoiced at the monthly billed detail set forth above. Pricing is subject to the price increase pursuant to the terms and conditions set forth in agreement.

Subscription Service, Passwords and West km Software. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case NoteBook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized users. Subscriber's Westlaw Doc Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, West will provide Subscriber access to and the ability to export related Westlaw Doc & Form Builder Data for 180 days at no charge. After a commercially reasonable time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc & Form Builder Data.

General Provisions for Non Government Subscribers Only. This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is nontransferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable. Transportation and handling (FOB origin) will be added to print products.

Returns. If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Charges for Westlaw and West LegalEdcenter products are non-refundable.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 385299

Subscriber by his/her signature below acknowledges his/her understanding and acceptance of the terms and conditions of the Order Form.

_____ Signature of Authorized Representative for order	_____ Title
_____ Printed Name	_____ Date

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Government Accounts Only

Addendum to West Order Forms with Assured Print Pricing Service, West Complete or Library Savings Plan

Subscriber: Kenosha City Attorney

Account #: 1000617555

Date of Order Form: 11/15/2012

1. **Effect of Addendum.** The underlying West Order Form between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Order Form shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Order Form. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Order Form and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Modification of Order Form-Non Availability of Funds.** If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year after the initial 12 months of the Minimum Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement on Subscriber's letterhead documenting the reason for cancellation, including the relevant statutory or other legal authority for cancelling (if applicable), and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation.

West, a Thomson Reuters business

Subscriber

Signed: _____

Accepted by: _____

Name (please print): _____

Title: _____

Title: _____

Date: _____

Date: _____

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 21

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 11/01/12 through 11/15/12 and have approved the disbursements as follows:

1. Checks numbered from 121452 through 121805 as shown on attached listing consisting of:

a. Debt Service	986,533.50
b. Investments	-0-
c. All Other Disbursements	3,231,159.60
SUBTOTAL	4,217,693.10

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,259,930.62

TOTAL DISBURSEMENTS APPROVED **5,477,623.72**

Daniel Prozanski Jr.

David Bogdala

Tod Ohnstad

Rocco LaMacchia Sr.

Keith Rosenberg

Curt Wilson

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectfully submitted,


**FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE**

PREPARED FOR: Finance Committee

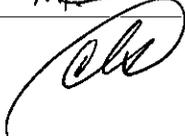
ITEM: Disbursement Record #21

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 11/21/12

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121452	11/02	ABILITY GLASS & HOME IMP	520-09-50201-317-000	10/12 TD EMERGENCY R	48.72
121453	11/02	RA SMITH & ASSOCIATES	402-11-51113-219-000	09/12 SERVICES	121.01
121454	11/02	RNOW, INC.	630-09-50101-393-000	PARTS FLEET 2745	8,000.19
121455	11/02	CHESTER ELECTRONICS SUPPLY	632-09-50101-389-000	10/12 SE PARTS & MAT	7.98
			110-05-55109-344-000	10/12 PA PARTS & MAT	5.79
				..... CHECK TOTAL	13.77
121456	11/02	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	10/12-ST ELECTRICAL	20.80
			110-03-53109-375-000	10/12-ST ELECTRICAL	7.28
				..... CHECK TOTAL	28.08
121457	11/02	GENERAL COMMUNICATIONS, INC.	110-00-21114-000-000	BATTERIES	1,512.00
			110-00-21114-000-000	KENWOOD CHARGER	62.00
				..... CHECK TOTAL	1,574.00
121458	11/02	HWY C SERVICE	110-03-53103-235-000	10/12-ST SERVICE/PAR	121.73
			501-09-50105-235-000	10/12-SW SERVICE/PAR	49.00
				..... CHECK TOTAL	170.73
121459	11/02	CARDINAL HEALTH	206-02-52205-318-000	10/12 FD MEDICAL SUP	932.04
			206-02-52205-318-000	10/12 FD MEDICAL SUP	632.98
			206-02-52205-318-000	10/12 FD MEDICAL SUP	536.94
			206-02-52205-318-000	10/12 FD MEDICAL SUP	246.03
				..... CHECK TOTAL	2,347.99
121460	11/02	KEN-CRETE PRODUCTS CO., INC.	409-11-50903-219-000	9/12 CONCRETE/SCPLT	4,152.01
			403-11-51102-588-000	10/12 CONCRETE/MTRL	3,713.01
			110-03-53103-355-000	10/12 CONCRETE/MTRL	322.60
				..... CHECK TOTAL	8,187.62
121461	11/02	KRANZ, INC.	630-09-50101-393-000	10/12-SE PRODUCTS	1,649.96
121462	11/02	KENOSHA JOINT SERVICES	110-02-52111-251-000	11/12 JOINT SERVICES	229,873.54
			110-02-52202-251-000	11/12 JOINT SERVICES	57,468.38
				..... CHECK TOTAL	287,341.92

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121463	11/02	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	11/02/12 CITY HRLY	13,067.37
			110-00-21562-000-000	11/02/12 WATER HRLY	3,573.35
				..... CHECK TOTAL	16,640.72
121464	11/02	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	09/12-#12-150245 LAB	49.60
			110-02-52101-219-000	09/12-#12-150826 LAB	49.60
			110-02-52101-219-000	10/12-#12-152031 LAB	49.60
			110-02-52101-219-000	10/12-#12-155450 LAB	49.60
				..... CHECK TOTAL	198.40
121465	11/02	MOSS & BARNETT	761-09-50101-219-000	04/12 LEGAL SERVICES	3,490.00
121466	11/02	TRAFFIC & PARKING CONTROL CO	420-11-51107-589-000	PRE-EMPTION EQUIP	18,760.00
			110-03-53109-373-000	BRACKET	1,177.14
				..... CHECK TOTAL	19,937.14
121467	11/02	WE ENERGIES	633-09-50101-221-000	#42 08/22-09/21	3,475.81
			110-03-53109-221-000	#42 09/18-10/17	2,259.99
			110-03-53109-221-000	#42 09/19-10/18	1,371.50
			110-02-52203-221-000	#42 09/20-10/22	1,290.11
			110-03-53109-221-000	#42 09/20-10/21	1,265.08
			632-09-50101-221-000	#42 08/22-09/24	1,256.84
			110-03-53103-221-000	#42 08/22-09/24	913.40
			110-03-53109-221-000	#42 09/20-10/18	823.18
			110-05-55109-221-000	#42 09/16-10/15	812.71
			522-05-50102-221-000	#42 09/16-10/15	745.88
			110-03-53109-221-000	#42 09/17-10/16	691.50
			110-03-53116-221-000	#42 09/17-10/16	676.52
			110-03-53109-221-000	#42 09/16-10/15	628.70
			110-03-53109-221-000	#42 09/20-10/23	525.91
			110-05-55111-221-000	#42 09/17-10/17	437.45
			110-03-53109-221-000	#42 09/17-10/17	428.85
			461-11-51201-581-000	#42 08/21-10/21	394.87
			110-05-55109-221-000	#42 09/17-10/16	369.66
			110-03-53109-221-000	#42 09/19-10/15	272.46
			110-03-53109-221-000	#42 08/22-09/23	217.82
			110-03-53103-221-000	#42 09/20-10/21	180.10
			110-05-55106-222-000	#42 09/18-10/17	134.54
			110-05-55109-221-000	#42 09/19-10/15	127.67
			110-05-55109-221-000	#42 09/19-10/18	121.46
			519-09-50103-221-000	#42 09/20-10/21	61.99
			461-11-51201-581-000	#42 08/21-10/21	61.83
			110-03-53117-221-000	#42 09/17-10/16	53.13
			110-05-55109-221-000	#42 09/18-10/17	42.47
			110-05-55109-222-000	#42 08/22-09/24	36.64
			110-05-55111-222-000	#42 08/19-10/17	17.11
			110-05-55109-222-000	#42 09/20-10/21	12.16
			522-05-50102-222-000	#42 09/16-10/15	12.10
			110-05-55109-221-000	#42 09/20-10/21	8.95

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-222-000	#42 09/16-10/15	8.41
				..... CHECK TOTAL	19,736.80
121468	11/02	TRAK ENGINEERING, INC.	520-09-50201-233-000	EQUIPMENT MAINT.	3,208.00
121469	11/02	UNITED STATES TREASURY	110-00-21581-000-000	11/02/12 DEDUCTION'2	20.00
121470	11/02	REINDERS INC.	524-05-50101-353-000	10/12-PA PARTS/SERVI	210.00
121471	11/02	SOUTHPORT VACUUM	110-02-52203-382-000	10/12-FD#3 REPAIRS/S	55.00
121472	11/02	WIS FUEL & HEATING INC	630-09-50101-392-000	10/12 DIESEL FUEL	28,128.44
			630-09-50101-393-000	10/12 CE LUBRICANTS/	141.00
			632-09-50101-389-000	10/12 SE LUBRICANTS/	19.95
				..... CHECK TOTAL	28,289.39
121473	11/02	BENDER & COMPANY, MATTHEW	110-01-50301-322-000	09/12 LE SUBSCRIPTIO	1,644.30
121474	11/02	BROOKS TRACTOR, INC.	630-09-50101-393-000	10/12 SE PARTS & MAT	975.34
			630-09-50101-393-000	10/12 SE #3022 PARTS	341.50
			630-09-50101-393-000	10/12 SE PARTS & MAT	239.38
			630-09-50101-393-000	10/12 SE #2592 PARTS	107.65
				..... CHECK TOTAL	1,663.87
121475	11/02	DON'S AUTO PARTS	630-09-50101-393-000	10/12 SE #2418 PARTS	195.55
121476	11/02	FABCO EQUIPMENT, INC.	632-09-50101-393-000	REPAIR PARTS	4,141.26
			630-09-50101-393-000	10/12 SE #2021 PARTS	212.13
				..... CHECK TOTAL	4,353.39
121477	11/02	AT&T	110-02-52203-225-000	10/22-11/21 REPEATR	199.72
121478	11/02	CHASE BANK KENOSHA	110-00-21513-000-000	11/02/12 HRLY DEDCT	19,534.68
			110-00-21612-000-000	11/02/12 HRLY DEDCT	11,266.37
			110-00-21511-000-000	11/02/12 HRLY DEDCT	7,632.07
			110-00-21614-000-000	11/02/12 HRLY DEDCT	2,760.70
			110-00-21514-000-000	11/02/12 HRLY DEDCT	2,760.50
				..... CHECK TOTAL	43,954.32
121479	11/02	OFFICEMAX	110-01-51201-311-000	10/12-CT#2320 OFFICE	202.20
			110-02-52201-311-000	10/12-FD#2314 OFFICE	88.65
			110-03-53116-311-000	10/12-WA#2316 OFFICE	39.89
				..... CHECK TOTAL	330.74

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121480	11/02	LINCOLN CONTRACTORS SUPPLY	501-09-50103-361-000	10/12-SW TOOLS/SUPPL	116.36
121481	11/02	HOLLAND SUPPLY, INC.	501-09-50104-344-000	10/12-ST HYDRAULIC F	106.26
			630-09-50101-393-000	10/12-CE HYDRAULIC F	97.12
			632-09-50101-389-000	10/12-CE HYDRAULIC F	54.35
			501-09-50104-344-000	10/12-SW HYDRAULIC F	37.64
				..... CHECK TOTAL	295.37
121482	11/02	ACCURATE PRINTING CO., INC.	520-09-50106-311-000	10/12 TD-PARKNG TAGS	1,305.00
			110-02-52103-311-000	10/12 PD-STMT ENVLP	108.00
				..... CHECK TOTAL	1,413.00
121483	11/02	STRAND ASSOCIATES, INC.	110-03-53117-219-000	5-9/12 MONITORING	810.20
121484	11/02	CHEM-TECH INTERNATIONAL	110-01-51801-241-000	10/12 MB CHEMICAL TE	50.00
121485	11/02	SOUTHPORT HEATING & COOLING	633-09-50101-241-000	PREVENTATIVE MAINT.	440.00
121486	11/02	AECOM TECHNICAL SERVICES INC	493-11-50111-219-000	7/7-8/3 PHASE II ESA	9,809.63
			495-11-50101-219-000	8/4-31 SITE INV	4,403.77
			420-11-51104-219-000	9/1-10/5 PROF SERV	2,684.91
			495-11-50109-219-000	7/7-8/3 PHASE II ESA	2,669.22
			495-11-50101-219-000	8/4-31 SITE INV	844.20
			495-11-50101-219-000	9/1-10/5 SITE INV	409.43
			493-11-50111-219-000	7/7-8/3 PHASE II ESA	231.70
			495-11-50109-219-000	8/4-31 SITE INV	219.12
			495-11-50109-219-000	8/4-31 PHASE II ESA	61.28
			495-11-50103-219-000	8/4-31 PHASE II ESA	6.67
				..... CHECK TOTAL	21,339.93
121487	11/02	UNITED HOSPITAL SYSTEM	110-02-52101-219-000	REC #12-159732	61.52
121488	11/02	MESSERLI & KRAMER P.A.	110-00-21581-000-000	11/02/12 DEDUCTION	175.08
121489	11/02	CLEARVIEW WINDOWS & SIDING	110-02-52203-246-000	REPAIR WINDOW STA 3	49.00
121490	11/02	AECOM TECHNICAL SERVICES INC	403-11-51008-589-000	7/28-9/21 PROF SERV	186.60
			403-11-51008-589-000	7/28-9/21 PROF SERV	112.20
				..... CHECK TOTAL	298.80

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121491	11/02	POMP'S TIRE	110-02-52203-344-000	10/12-ENG#5 TIRES	1,284.14
			110-02-52203-344-000	10/12-TRK#4 TIRES	654.29
				..... CHECK TOTAL	1,938.43
121492	11/02	GROWER EQUIPMENT & SUPPLY CO	110-05-55109-344-000	09/12-PA PARTS	214.06
121493	11/02	CINTAS DOCUMENT MANAGEMENT	110-02-52101-219-000	10/12-PURGE SERVICE	27.50
121494	11/02	HUMANA CLAIMS	611-09-50101-155-527	11/01/12 MED CLAIMS	99,331.32
			611-09-50101-155-527	10/31/12 MED CLAIMS	46,000.13
			611-09-50101-155-527	11/01/12 PHARMACY	6,221.92
			611-09-50101-155-527	10/31/12 PHARMACY	3,150.04
				..... CHECK TOTAL	154,703.41
121495	11/02	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	10/12-SE SERVICES/PA	904.32
121496	11/02	RUEKERT & MIELKE, INC.	403-11-51112-589-000	9/08-10/05 TASK 1	18,431.03
			403-11-51212-589-000	9/08-10/05 TASK 2	9,207.63
				..... CHECK TOTAL	27,638.66
121497	11/02	AFFORDABLE FLOOR COVERING	110-01-51801-246-000	REPAIR CARPET-RM 300	629.00
121498	11/02	HEALTHSTAT	611-09-50101-155-504	09/12 MID LVL PROV	11,770.00
			611-09-50101-155-504	09/12 PROG ADMN FEE	6,669.74
			611-09-50101-155-504	09/12 REF LAB FEES	2,472.00
			611-09-50101-155-504	08/12 PROV HRS ADJ	214.00
				..... CHECK TOTAL	21,125.74
121499	11/02	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	11/02/12 DEDUCTION	43.43
121500	11/02	BARNES DISTRIBUTION	110-02-52203-344-000	10/12 FD SUPPLIES/RE	294.24
121501	11/02	REGISTER OF DEEDS	520-09-50301-311-000	SPARTI'S-METRA STN	30.00
121502	11/02	UNITED LABORATORIES, INC	520-09-50401-382-000	URINAL SCREENS	230.33
121503	11/02	KENOSHA COUNTY TREASURER	110-04-54101-252-000	11/12-HEALTH SERVICE	61,064.00
121504	11/02	BCF CONSTRUCTION CORP	405-11-51010-219-000	EST 5-PHS I-PETZKE	196,425.74
			405-11-51117-589-825	EST 5-PHS I-PETZKE	106,884.78
				..... CHECK TOTAL	303,310.52

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121505	11/02	SHINDLER TIRE RECYCLING LLC	205-03-53118-219-000	10/12-TIRE RECYCLING	900.00
121506	11/02	JOHNSON BANK	110-00-21532-000-000	11/02/12 CITY HRLY	820.39
			110-00-21532-000-000	11/02/12 WATER HRLY	499.62
				..... CHECK TOTAL	1,320.01
121507	11/02	TENNESSEE CHILD SUPPORT	110-00-21581-000-000	11/02/12 DEDUCTION	71.53
121508	11/02	CDW-G	110-02-52203-363-000	10/12 DP COMPUTER EQ	434.02
			110-01-50901-388-000	DIGITAL CAMERAS	384.00
			110-01-51102-539-000	10/12 DP COMPUTER EQ	98.30
				..... CHECK TOTAL	916.32
121509	11/02	NORTHERN MIST LAWN SPRINKLER	110-05-55104-249-000	10/12-PA IRRIGATION	808.55
121510	11/02	CHAPTER 13 TRUSTEE	110-00-21532-000-000	11/02/12 DEDUCTION	323.07
			110-00-21532-000-000	11/02/12 DEDUCTION	104.00
				..... CHECK TOTAL	427.07
121511	11/02	UW MADISON	501-09-50101-264-000	C AUSTIN 11/12-13	995.00
121512	11/02	MENARDS (KENOSHA)	110-03-53107-361-000	10/12-ST MERCHANDISE	209.87
			405-11-51117-589-823	10/12-ST MERCHANDISE	124.95
			110-03-53116-382-000	10/12-WA MERCHANDISE	62.93
			110-03-53109-361-000	10/12-ST MERCHANDISE	29.13
			110-02-52204-344-000	10/12-FD#4 MERCHANDI	13.99
				..... CHECK TOTAL	440.87
121513	11/02	WIS SCTF	110-00-21581-000-000	11/02/12 HRLY DEDCT	1,097.91
121514	11/02	ANAYA'S AUTO REPAIR	520-09-50201-344-000	WHEEL #2297	121.63
121515	11/02	AUTO GLASS SPECIALISTS, INC.	520-09-50201-344-000	10/12 TD GLASS & ACC	253.99
			630-09-50101-393-000	09/12 SE GLASS & AC	125.00
				..... CHECK TOTAL	378.99
121516	11/02	ROCKFORD IND. WELDING	632-09-50101-393-000	10/12 SE SUPPLIES/MA	88.27
121517	11/02	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	09/12 FD MEDICAL SUP	925.60

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121518	11/02	CARLIN HORT. SUPPLIES	110-05-55103-361-000	MATERIALS AND TOOLS	306.55
			110-05-55103-249-000	MATERIALS AND TOOLS	125.30
				..... CHECK TOTAL	431.85
121519	11/02	HAPPENINGS MAGAZINE	524-05-50101-326-000	GOLF COURSE COUPON	79.00
121520	11/02	PROCESSWORKS INC.	110-00-21578-000-000	10/30/12 CHECK REG	1,507.50
121521	11/02	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	10/12 TRANSIT COACH	201.54
121522	11/02	GANDER MOUNTAIN	110-02-52103-365-000	09/12-PD SUPPLIES/EQ	199.89
			110-02-52106-365-000	10/12-PD SUPPLIES/EQ	77.68
			110-02-52103-365-000	10/12-PD SUPPLIES/EQ	3.49
				..... CHECK TOTAL	281.06
121523	11/02	RED THE UNIFORM TAILOR	110-02-52103-367-000	10/12 POLICE UNIFORM	351.78
			110-02-52103-367-000	9/12 POLICE UNIFORMS	245.93
			110-02-52103-367-000	10/12 POLICE UNIFORM	200.85
				..... CHECK TOTAL	798.56
121524	11/02	SPECTERA, INC.	110-00-21534-000-000	11/12 DEDUCTS	1,010.11
121525	11/02	DOUBLE D CONSTRUCTION INC	758-09-50110-259-853	DRAW 2-HOUSE REHAB	32,050.00
121526	11/02	BEST WESTERN HARBORSIDE	110-02-52203-263-000	A LIPSKI 10/30/12	77.00
121527	11/02	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	9/10/12 W/C	104.00
			110-09-56405-161-000	8/17/12 W/C	104.00
				..... CHECK TOTAL	208.00
121528	11/02	AURORA MEDICAL GROUP	110-02-52103-219-000	09/12 SCREENS	104.00
			110-01-51303-216-000	09/12 SCREENS	44.00
				..... CHECK TOTAL	148.00
121529	11/02	MEDICAL COLLEGE OF WISCONSIN	110-09-56405-161-000	8/27/12 W/C	108.30
121530	11/02	HEALTHPORT	110-09-56405-161-000	10/16/12 W/C	8.98
121531	11/02	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	8/12/12 W/C	39.95

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121532	11/02	ORTHOPAEDIC ASSOCIATES	110-09-56405-161-000	9/18/12 W/C	100.00
121533	11/02	AURORA HEALTH CARE	110-09-56405-161-000	10/24/12 LUMP SUM	1,376.54
			110-09-56405-161-000	8/9/12 W/C	465.80
			110-09-56405-161-000	8/6/12 W/C	373.15
			110-09-56405-161-000	8/6/12 W/C	104.88
			110-09-56405-161-000	8/9/12 W/C	88.40
			110-09-56405-161-000	8/20/12 W/C	37.40
				..... CHECK TOTAL	2,446.17
121534	11/02	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	9/17/12 W/C	6.40
121535	11/02	JOINTS IN MOTION MEDICAL LLC	110-09-56405-161-000	8/10/12 W/C	1,470.00
			110-09-56405-161-000	8/10/12 W/C	118.16
				..... CHECK TOTAL	1,588.16
121536	11/02	CRAWFORD EVALUATION GROUP	110-09-56405-161-000	10/24/12 W/C	1,350.00
121537	11/02	HEALTH SYSTEMS INTERNATIONAL	110-09-56405-161-000	9/1-30/12 W/C	1,627.12
121538	11/02	MEDICAL DIAGNOSTIC IMAGING	110-09-56405-161-000	7/6/12 W/C	1,939.50
121539	11/02	ORTHOPEdic SURGEONS OF WI SC	110-09-56405-161-000	7/9/12 W/C	127.50
121540	11/02	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	8/27-29/12 W/C	573.60
			110-09-56405-161-000	9/10-13/12 W/C	429.93
			110-09-56405-161-000	9/5/12 W/C	396.79
			110-09-56405-161-000	9/20-22/12 W/C	333.12
			110-09-56405-161-000	8/30/12 W/C	312.91
			110-09-56405-161-000	9/20/12 W/C	295.10
			110-09-56405-161-000	9/7/12 W/C	295.10
			110-09-56405-161-000	8/29/12 W/C	192.00
			110-09-56405-161-000	9/19/12 W/C	166.56
			110-09-56405-161-000	9/13/12 W/C	101.76
				..... CHECK TOTAL	3,096.87
121541	11/02	WORK INJURY MGMNT SOLUTIONS	110-09-56405-161-000	9/12/12 W/C	219.00
			110-09-56405-161-000	8/28/12 W/C	219.00
			110-09-56405-161-000	8/20/12 W/C	219.00
				..... CHECK TOTAL	657.00

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121542	11/02	ESCOBEDO, SALVADOR	110-00-21905-000-000	2012 SOCCER GAMES	50.00
121543	11/02	ACCESS ELEVATOR	110-00-44802-000-000	PERMIT 3915 55 ST	40.00
121544	11/02	CASTRO, OSIEL	110-00-21905-000-000	BEACH HOUSE-12/8/12	300.00
			110-00-46580-000-000	BEACH HOUSE-12/8/12	170.00
				..... CHECK TOTAL	470.00
121545	11/02	HECKEL, JANESE	110-00-21905-000-000	BEACH HOUSE-10/25/12	100.00
121546	11/02	KOMAREC, JAMES	110-00-46394-000-000	APPLIANCE STICKER	15.00
121547	11/02	LARSEN, ERIC T.	110-01-51303-144-000	2011 SPRING TUITION	199.45
121548	11/02	KENDALL, JAMES K.	110-02-52102-367-000	2012 CLOTHING ALLOW	400.00
121549	11/02	LATTERGRASS, PAULA	110-01-51301-263-000	KABA MEETING EXP	70.25
121550	11/02	FALK, PETER F.	110-02-52102-367-000	2012 CLOTHING ALLOW	400.00
121551	11/02	WAMBOLDT, JEFFREY	110-02-52110-311-000	MEETING SUPPLIES	67.85
121552	11/02	KRYSTOWIAK, PETER	110-01-50901-261-000	10/8/12 WIS DELLS	172.05
121553	11/02	BOSMAN, KEITH	110-01-51301-263-000	10/30 MALLARDS MTG	29.01
121554	11/02	PACETTI, FRANK	110-01-51301-261-000	5-9/12 935 MILES	518.92
121555	11/02	ABONGWA, CLEMENT	631-09-50101-261-000	9/26/12 HWY 50 MTG	58.22
			631-09-50101-261-000	10/11 TRAFFIC COUNCL	46.87
			631-09-50101-261-000	9/27 AUTODESK MTG	32.31
				..... CHECK TOTAL	137.40
121556	11/09	RNOW, INC.	630-09-50101-393-000	10/12-SE#2922 PARTS/	606.93
			630-09-50101-393-000	10/12-SE PARTS/MATER	54.98
				..... CHECK TOTAL	661.91
121557	11/09	KENOSHA CO HEALTH DIVISION	257-06-50559-259-000	#5493425 RELOCATE	4,508.69
121558	11/09	COMSYS, INCORPORATED	110-01-51102-215-000	11/8-12/7/12 SERVICE	38,432.00
			501-09-50101-215-000	11/8-12/7/12 SERVICE	9,609.00
				..... CHECK TOTAL	48,041.00

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121559	11/09	BUMPER TO BUMPER	520-09-50106-341-000	GREASE	1,138.89
121560	11/09	INTERSTATE ELECTRIC SUPPLY	110-05-55109-248-000	10/12 PA-ELECTRICAL	71.30
121561	11/09	JANTZ AUTO SALES INC	110-02-52103-219-000	10/12 SQD 3149 TOW	15.00
			110-02-52103-219-000	10/12 FLT 3036 TOW	15.00
				..... CHECK TOTAL	30.00
121562	11/09	KENOSHA JOINT SERVICES	110-00-21562-000-000	11/09/12 CITY HRLY	13,072.37
			110-00-21562-000-000	11/09/12 WATER HRLY	3,573.35
				..... CHECK TOTAL	16,645.72
121563	11/09	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	11/12 ANIMAL CONTRL	11,689.78
121564	11/09	KENOSHA COUNTY SHERIFF DEPT	241-00-24202-000-000	JAG 2011-DJ-BX-2847	661.50
121565	11/09	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	8/23/12 W/C	3,503.04
			110-09-56405-161-000	8/22/12 W/C	1,664.82
			110-09-56405-161-000	5/21/12 W/C	1,427.34
			110-09-56405-161-000	8/26/12 W/C	1,183.27
			110-09-56405-161-000	8/29/12 W/C	542.38
			110-09-56405-161-000	8/20/12 W/C	160.08
			110-09-56405-161-000	5/26/12 W/C	116.42
			110-02-52101-219-000	10/12-#12-160322 LAB	49.60
				..... CHECK TOTAL	8,646.95
121566	11/09	KENOSHA NEWS	110-00-21104-000-000	10/12 WI BARBQ CORP	49.71
121567	11/09	BADGER TRUCK CENTER	630-09-50101-393-000	10/12 SE PARTS & MAT	72.66
121568	11/09	SHOPKO	520-09-50106-311-000	10/12-TD MERCHANDISE	77.94
121569	11/09	TRAFFIC & PARKING CONTROL CO	420-11-51206-589-000	TRAFFIC CONTROLLERS	16,934.63
			420-11-51206-589-000	TRAFFIC CONTROLLERS	8,492.89
			520-09-50202-249-000	NO SMOKING SIGNS	142.50
				..... CHECK TOTAL	25,570.02
121570	11/09	KENOSHA COUNTY	110-02-52105-283-000	11/12 MONTHLY RENT	9,671.25
121571	11/09	WIS DEPT OF REVENUE	110-00-21512-000-000	10/16-31/12 DEDUCTS	107,843.40

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121572	11/09	WE ENERGIES	110-01-51801-221-000	#43 09/25-10/24	5,149.84
			520-09-50301-221-000	#43 09/26-10/24	3,537.60
			520-09-50401-221-000	#43 09/20-10/22	2,236.00
			521-09-50101-221-000	#43 09/24-10/25	1,660.56
			521-09-50101-221-000	#43 09/26-10/25	1,496.03
			110-03-53109-221-000	#43 09/25-10/24	1,097.27
			110-01-51801-222-000	#43 09/24-10/23	1,025.01
			110-02-52203-221-000	#43 09/23-10/22	1,003.15
			110-03-53103-221-000	#43 09/24-10/22	962.59
			110-03-53109-221-000	#43 09/24-10/23	787.91
			110-05-55109-221-000	#43 09/24-10/22	767.38
			110-02-52203-221-000	#43 09/26-10/25	758.16
			110-03-53109-221-000	#43 09/27-10/28	743.64
			110-01-51802-221-000	#43 912 35TH ST	695.45
			110-03-53109-221-000	#43 09/26-10/25	623.43
			520-09-50301-222-000	#43 09/25-10/24	563.06
			110-03-53103-222-000	#43 08/22-10/22	552.33
			110-03-53109-221-000	#43 09/26-10/23	509.43
			110-03-53109-221-000	#43 08/29-10/02	427.99
			110-02-52203-222-000	#43 09/20-10/21	396.14
			110-03-53109-221-000	#43 09/23-10/22	277.37
			110-03-53103-222-000	#43 09/23-10/22	257.11
			110-03-53116-222-000	#43 09/24-10/23	253.93
			110-05-55111-221-000	#43 09/24-10/23	231.47
			521-09-50101-222-000	#43 09/26-10/25	202.62
			110-02-52110-221-000	#43 09/24-10/23	198.17
			110-02-52203-222-000	#43 09/26-10/25	169.00
			110-05-55111-222-000	#43 09/24-10/23	163.62
			110-05-55109-221-000	343 09/24-10/23	163.59
			110-02-52203-222-000	#43 09/24-10/23	137.10
			632-09-50101-222-000	#43 09/24-10/22	133.78
			110-01-51802-221-000	#43 1715 52ND ST	119.47
			520-09-50401-222-000	#43 09/20-10/21	87.01
			110-03-53103-221-000	#43 09/23-10/22	83.91
			110-02-52203-222-000	#43 09/23-10/22	77.18
			110-05-55111-221-000	#43 09/26-10/24	67.93
			110-05-55102-221-000	#43 07/28-10/24	66.81
			110-05-55109-221-000	#43 09/27-10/28	50.38
			110-02-52110-222-000	#43 09/24-10/23	28.55
			110-03-53103-221-000	#43 09/24-10/23	18.13
			110-01-51802-221-000	#43 2210 52ND ST	14.33
			110-05-55109-221-000	#43 09/25-10/24	13.97
			110-02-52103-222-000	#43 09/27-10/28	8.99
			110-05-55109-222-000	#43 09/25-10/24	8.41
..... CHECK TOTAL					27,825.80

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121573	11/09	WE ENERGIES	758-09-50107-259-851	9/20-10/21/12 ELEC	14.79
			758-09-50107-259-851	9/20-10/21/12 GAS	13.51
			758-09-50108-259-851	10/15-10/21/12 UTILS	9.98
				..... CHECK TOTAL	38.28
121574	11/09	LEITCH PRINTING CORPORATION	630-09-50101-393-000	10/12 CE EPS/SRVC	447.00
121575	11/09	UNITED STATES TREASURY	110-00-21581-000-000	11/09/12 DEDUCTION	20.00
121576	11/09	PAYNE & DOLAN INC.	110-03-53103-355-000	10/12-ASPHALT MATERI	363.88
121577	11/09	KENOSHA WATER UTILITY	110-00-46908-999-000	3/28/12 HYDRANT DMG	2,500.00
121578	11/09	LARK UNIFORM, INC.	110-02-52103-367-000	10/12-PD#458 UNIFORM	259.95
			110-02-52103-367-000	10/12-PD#608 UNIFORM	42.95
				..... CHECK TOTAL	302.90
121579	11/09	CHASE BANK KENOSHA	110-00-21513-000-000	11/09/12 HRLY DEDCT	19,673.73
			110-00-21612-000-000	11/09/12 HRLY DEDCT	11,285.42
			110-00-21511-000-000	11/09/12 HRLY DEDCT	7,644.93
			110-00-21614-000-000	11/09/12 HRLY DEDCT	2,773.33
			110-00-21514-000-000	11/09/12 HRLY DEDCT	2,773.01
				..... CHECK TOTAL	44,150.42
121580	11/09	DIGICORP COMMUNICATIONS	110-01-51801-227-000	10/12 MB PHONE SYSTE	262.50
			110-01-51801-227-000	10/12 MB PHONE SYSTE	52.50
				..... CHECK TOTAL	315.00
121581	11/09	JOE'S CARPET SERVICE	110-01-51801-243-000	CARPET CLEANING	4,335.00
			110-01-51801-243-000	CHAIR CLEANING	1,650.00
				..... CHECK TOTAL	5,985.00
121582	11/09	TDS METROCOM	110-01-51801-227-000	11/12 LINES/SERVICE	3,925.67
			110-01-51801-225-000	11/12 MAIN-CALLS	489.18
			110-00-14401-000-000	11/12 MAIN PHONE SRV	348.33
			110-00-15202-000-000	11/12 MAIN PHONE SRV	307.99
			520-09-50301-227-000	11/12 MAIN LINES	303.46
			110-03-53103-227-000	11/12 MAIN LINES	244.62
			110-05-55109-227-000	11/12 MAIN LINES	239.46
			521-09-50101-227-000	11/12 MAIN LINES	231.36
			632-09-50101-227-000	11/12 MAIN LINES	152.52
			501-09-50101-227-000	11/12 MAIN LINES	134.10
			524-05-50101-227-000	11/12 MAIN LINES	102.84
			520-09-50401-227-000	11/12 MAIN LINES	92.10
			110-02-52110-227-000	11/12 MAIN LINES	89.79
			110-02-52108-225-000	11/12 MAIN LINES	84.00
			110-02-52203-227-000	11/12 MAIN LINES	81.42
			110-03-53116-227-000	11/12 MAIN LINES	55.26
			520-09-50301-225-000	11/12 MAIN CALLS	49.92

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53103-225-000	11/12 MAIN CALLS	41.39
			206-02-52205-227-000	11/12 MAIN LINES	36.84
			110-05-55111-227-000	11/12 MAIN LINES	36.84
			632-09-50101-225-000	11/12 MAIN CALLS	36.31
			110-02-52110-225-000	11/12 MAIN CALLS	34.29
			501-09-50101-225-000	11/12 MAIN CALLS	24.23
			110-02-52108-225-000	11/12 MAIN CALLS	23.70
			110-05-55109-225-000	11/12 MAIN CALLS	9.03
			110-03-53116-225-000	11/12 MAIN CALLS	4.23
			521-09-50101-225-000	11/12 MAIN CALLS	4.13
			524-05-50101-225-000	11/12 MAIN CALLS	3.64
			110-02-52203-225-000	11/12 MAIN CALLS	1.13
			520-09-50401-227-000	11/12 MAIN CALLS	.42
			206-02-52205-227-000	11/12 MAIN CALLS	.42
				..... CHECK TOTAL	7,188.62
121583	11/09	OFFICEMAX	110-02-52110-311-000	10/12-PD #2321 OFFIC	974.12
			110-01-51601-311-000	10/12-CD#2322 OFFICE	484.08
			110-02-52103-311-000	10/12-PD#2324 OFFICE	57.12
			110-01-51101-311-000	10/12-FN#2325 OFFICE	54.85
				..... CHECK TOTAL	1,570.17
121584	11/09	PREISS, IRENE	110-02-52203-165-000	10/12 BENEFITS	410.53
121585	11/09	ZAK, PAUL	110-02-52203-165-000	10/12 BENEFITS	861.97
121586	11/09	PAT'S SERVICES, INC.	110-05-55108-282-000	10/16-23 HARBOR	26.00
			110-05-55108-282-000	10/26-23 SO PIER	26.00
				..... CHECK TOTAL	52.00
121587	11/09	WIS DEPT OF REVENUE	110-00-21581-000-000	10/12 DEDUCTIONS	809.24
121588	11/09	MACEMON INC	524-05-50101-586-000	TEE 1 PATH	3,520.75
			524-05-50101-586-000	NEW CART PATH	3,520.75
				..... CHECK TOTAL	7,041.50
121589	11/09	BANE-NELSON, INC.	409-11-50903-219-000	SCULPTURE-LABOR/EQMT	3,639.20
121590	11/09	TRUGREEN	407-11-51202-219-000	EAB TREATMENT	4,800.00

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121591	11/09	VERMEER SALES & SERVICE	630-09-50101-393-000	10/12 #2308 PARTS/SE	77.36
121592	11/09	UNITED HOSPITAL SYSTEM	110-02-52101-219-000	MED REC 12-160656	63.04
121593	11/09	MESSERLI & KRAMER P.A.	110-00-21581-000-000	11/09/12 DEDUCTION	175.08
121594	11/09	CICCHINI ASPHALT LLC	258-06-50453-259-000 403-11-51002-588-000 405-11-51217-589-821 405-11-51005-589-000 403-11-51108-219-000	EST 2-RESURFACING EST 2-STORM SEWER POERIO DRIVEWAY SPLASH PAD-ASPHALT PENNOYER-CURB REPR CHECK TOTAL	45,932.86 13,929.18 4,831.00 1,850.00 1,385.00 67,928.04
121595	11/09	LEE PLUMBING, INC.	405-11-51208-589-000 110-01-51801-249-000	EST 1 RE-PIPING 09/12-MB FOUNTAIN CHECK TOTAL	32,089.02 1,227.00 33,316.02
121596	11/09	UNISOURCE WORLDWIDE	630-09-50101-393-000	10/12-CE PAPER PRODU	2,708.64
121597	11/09	HUMANA CLAIMS	611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527	11/06/12 MED CLAIMS 11/05/12 PHARMACY 11/02/12 PHARMACY 11/08/12 PHARMACY 11/06/12 PHARMACY 11/07/12 PHARMACY 11/05/12 MED CLAIMS 11/07/12 MED CLAIMS 11/02/12 MED CLAIMS 11/08/12 MED CLAIMS CHECK TOTAL	138,533.45 18,169.56 10,723.71 8,024.84 3,601.24 2,082.03 1,675.50 1,111.21 1,010.89 398.72 185,331.15
121598	11/09	SCHREIBER ANDERSON ASSOC.	405-11-50801-589-000	09/12 SOUTHPORT TRL	1,328.68
121599	11/09	FRONTIER	110-02-52203-225-000	10/22-11/21 FIRE	41.66
121600	11/09	US CELLULAR	501-09-50103-226-000 501-09-50103-226-000	10/12 SW-CELL AIRTM 10/12 SW-CELL SERVC CHECK TOTAL	16.89 5.50 22.39
121601	11/09	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	11/09/12 DEDUCTION	33.53

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121602	11/09	MALSACK, J	758-09-50106-259-853	BUSHES & MULCH	195.00
			461-11-51201-581-000	4804 37 AV-GRAFFITI	35.00
			758-09-50107-259-851	WINTER FERTILIZER	25.00
				..... CHECK TOTAL	255.00
121603	11/09	HOMETOWN INC.	520-09-50106-341-000	10/12-TD DIESEL FUEL	27,183.00
121604	11/09	ELECTRICAL CONTRACTORS, INC	110-05-55102-247-000	10/12 PA DIAMOND LIG	3,105.22
			110-05-55102-247-000	10/12 PA DIAMOND LIG	337.13
				..... CHECK TOTAL	3,442.35
121605	11/09	BOGDALA, DAVID	110-01-50101-265-000	11/12 REIMBURSE	130.00
121606	11/09	HAUGAARD, ERIC	110-01-50101-265-000	11/12 REIMBURSE	130.00
121607	11/09	JULIANA, PATRICK	110-01-50101-265-000	11/12 REIMBURSE	130.00
121608	11/09	KENNEDY, ANTHONY	110-01-50101-265-000	11/12 REIMBURSE	130.00
121609	11/09	LAMACCHIA, ROCCO	110-01-50101-265-000	11/12 REIMBURSE	130.00
121610	11/09	MICHALSKI, JAN	110-01-50101-265-000	11/12 REIMBURSE	88.00
121611	11/09	OHNSTAD, TOD	110-01-50101-265-000	11/12 REIMBURSE	130.00
121612	11/09	ORTH, MICHAEL	110-01-50101-265-000	11/12 REIMBURSE	130.00
121613	11/09	PROZANSKI, DANIEL	110-01-50101-265-000	11/12 REIMBURSE	130.00
121614	11/09	RUFFOLO, G JOHN	110-01-50101-265-000	11/12 REIMBURSE	130.00
121615	11/09	STARK ASPHALT	402-11-51201-585-000	EST 3-RESURFACING	265,596.08
			403-11-51002-588-000	EST 3-STORM SEWER	385.00
				..... CHECK TOTAL	265,981.08
121616	11/09	ALUMITANK INC	630-09-50101-393-000	DIESEL FUEL TANK	999.07
121617	11/09	BCF CONSTRUCTION CORP	405-11-51217-589-822	EST 2 TRAIL-PHASE 8	179,424.23
121618	11/09	SHINDLER TIRE RECYCLING LLC	205-03-53118-219-000	10/12 TIRE RECYCLING	900.00

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121619	11/09	JOHNSON BANK	110-00-21532-000-000	11/09/12 CITY HRLY	820.39
			110-00-21532-000-000	11/09/12 WATER HRLY	499.62
				..... CHECK TOTAL	1,320.01
121620	11/09	FASTENAL COMPANY	409-11-50903-219-000	SCULPTURE-MATERIALS	3,661.19
			630-09-50101-393-000	10/12 SE TOOLS/MATER	40.50
			409-11-50903-219-000	SCULPTURE-MATERIALS	9.50
				..... CHECK TOTAL	3,711.19
121621	11/09	CARQUEST AUTO PARTS	520-09-50201-347-000	10/12 TD PARTS/MATER	681.16
121622	11/09	VEIT & COMPANY INC	110-00-21906-000-000	PLANS ALFORD DEMO	15.00
121623	11/09	GORDON, SCOTT	110-01-50101-265-000	11/12 REIMBURSE	130.00
121624	11/09	MATHEWSON, KEVIN	110-01-50101-265-000	11/12 REIMBURSE	130.00
121625	11/09	ROSENBERG, KEITH	110-01-50101-265-000	11/12 REIMBURSE	130.00
121626	11/09	SCHWARTZ, CHRISTINE	110-01-50101-265-000	11/12 REIMBURSE	130.00
121627	11/09	WILSON, CURT	110-01-50101-265-000	11/12 REIMBURSE	130.00
121628	11/09	TENNESSEE CHILD SUPPORT	110-00-21581-000-000	11/09/12 DEDUCTION	71.53
121629	11/09	DUECO, INC	630-09-50101-393-000	10/12 SE #2502 PARTS	102.28
			630-09-50101-393-000	10/12 SE #8515 PARTS	54.40
			630-09-50101-393-000	10/12 SE PARTS & MAT	13.60
				..... CHECK TOTAL	170.28
121630	11/09	FRENCH, SCOTT	110-09-56405-212-000	J RYAN SETTLEMENT	2,160.31
121631	11/09	MARCO'S PIZZA	110-01-51301-263-000	UNITED WAY-LUNCH	178.17
121632	11/09	CHAPTER 13 TRUSTEE	110-00-21532-000-000	11/09/12 DEDUCTION	323.07
			110-00-21532-000-000	11/09/12 DEDUCTION	104.00
				..... CHECK TOTAL	427.07
121633	11/09	HANSMANN PRINTING	501-09-50101-311-000	10/12 SW-BUS CARDS	296.00
			110-02-52103-311-000	10/12 PD-OT/STAMP	281.00
			110-02-52103-311-000	10/12 PD-RESTRAINT	217.00
			631-09-50101-311-000	10/12 EN-BUS CARDS	111.00
			110-02-52110-311-000	10/12 PD-BUS CARDS	50.00
				..... CHECK TOTAL	955.00

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121634	11/09	WASTE MANAGEMENT	633-09-50101-253-000	11/12-LI WEEKLY PICK	90.14
			110-01-51801-246-000	11/12-MB PULL CHARGE	55.70
			521-09-50101-219-000	11/12-AR PAPER RECYC	54.08
				..... CHECK TOTAL	199.92
121635	11/09	MENARDS (KENOSHA)	110-05-55102-361-000	10/12-PA MERCHANDISE	439.97
			110-02-52204-263-000	10/12-FD#1 MERCHANDI	220.18
			110-03-53116-382-000	10/12-WA MERCHANDISE	34.10
			520-09-50401-249-000	10/12-TD MERCHANDISE	8.90
			110-03-53107-389-000	09/12-ST MERCHANDISE	4.29
				..... CHECK TOTAL	707.44
121636	11/09	EWALD CHEVROLET/BUICK/GEO	405-11-51220-579-000	2012 PICKUP TRUCK	25,516.00
			405-11-51220-934-560	LESS TRADE-IN #2586	2,000.00CR
				..... CHECK TOTAL	23,516.00
121637	11/09	RESOURCE RECOVERY SYSTEMS	205-03-53119-219-000	10/12 RENTAL OF SCRE	3,050.00
121638	11/09	PLATINUM SYSTEMS	422-11-51102-532-000	COMPUTER NETWORK	11,450.00
121639	11/09	WIS SCTF	110-00-21581-000-000	11/09/12 HRLY DEDCT	815.07
			110-00-21581-000-000	11/09/12 DEDUCTION	115.39
				..... CHECK TOTAL	930.46
121640	11/09	CHASE BANK-DTC	399-00-22205-000-000	11/01 INTEREST	591,533.50
			399-00-22207-000-000	11/01 PINCIPAL	395,000.00
				..... CHECK TOTAL	986,533.50
121641	11/09	NEXTEL COMMUNICATIONS	110-02-52109-226-000	09/12 PHONE SERVICE	318.83
121642	11/09	GRAINGER	633-09-50101-246-000	10/12-LI PARTS/MATER	19.50
121643	11/09	LYNCH TRUCK CENTER	630-09-50101-393-000	10/12-SE#2601 PARTS	92.56
121644	11/09	PROCESSWORKS INC.	110-00-21578-000-000	11/6/12 CHECK REG	3,126.77
121645	11/09	LAKESIDE OIL	520-09-50106-341-000	10/12 DIESEL FUEL	26,698.45
121646	11/09	RED THE UNIFORM TAILOR	520-09-50101-367-000	10/12 TD-UNIFORM ITM	503.64
			110-02-52206-367-000	10/12 FD-UNIFORMS	222.85
				..... CHECK TOTAL	726.49

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121647	11/09	DOUBLE D CONSTRUCTION INC	758-09-50110-259-853	ADDITIONAL REHAB	5,450.00
			758-09-50105-259-851	CONSTR INSPECTION	2,100.00
			758-09-50109-259-851	CONSTR INSPECTION	600.00
			758-09-50104-259-851	CONSTR INSPECTION	300.00
			758-09-50103-259-851	CONSTR INSPECTION	300.00
				..... CHECK TOTAL	8,750.00
121648	11/09	BEST WESTERN HARBORSIDE	761-09-50101-263-000	9/26-29 CARTOONING	2,640.00
121649	11/09	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	9/25/12 W/C	1,321.80
			110-09-56405-161-000	9/27/12 W/C	789.04
			110-09-56405-161-000	9/20/12 W/C	104.00
				..... CHECK TOTAL	2,214.84
121650	11/09	BIRNDORF, MICHAEL M.D.	110-09-56405-161-000	8/23/12 W/C	1,046.70
			110-09-56405-161-000	8/23/12 W/C	196.20
				..... CHECK TOTAL	1,242.90
121651	11/09	MILWAUKEE RADIOLOGISTS LTD	110-09-56405-161-000	10/30/12 LUMP SUM	121.20
121652	11/09	AURORA MEDICAL GROUP	110-01-51303-216-000	09/12 SCREENS	791.00
			520-09-50101-216-000	09/12 SCREENS	157.00
				..... CHECK TOTAL	948.00
121653	11/09	BYKOWSKI, JAMES, D.C.	110-09-56405-161-000	11/5/12 W/C	35.00
121654	11/09	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	8/22/12 W/C	351.90
			110-09-56405-161-000	7/9/12 W/C	39.10
			110-09-56405-161-000	8/20/12 W/C	31.45
				..... CHECK TOTAL	422.45
121655	11/09	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	8/26/12 W/C	488.00
			110-09-56405-161-000	8/29/12 W/C	284.28
				..... CHECK TOTAL	772.28
121656	11/09	UNITED OCC MEDICINE	110-09-56405-161-000	8/16/12 W/C	469.20
			110-09-56405-161-000	9/6/12 W/C	187.85
			110-09-56405-161-000	8/20/12 W/C	11.90
				..... CHECK TOTAL	668.95

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121657	11/09	ORTHOPAEDIC ASSOCIATES	110-09-56405-161-000	9/4/12 W/C	151.00
121658	11/09	AURORA HEALTH CARE	110-09-56405-161-000	6/27/12 W/C	14,524.98
			110-09-56405-161-000	8/1-29/12 W/C	2,887.07
			110-09-56405-161-000	7/2-30/12 W/C	2,743.18
			110-09-56405-161-000	8/10-31/12 W/C	1,975.79
			110-09-56405-161-000	9/4-14/12 W/C	1,553.54
			110-09-56405-161-000	9/5-6/12 W/C	596.18
				..... CHECK TOTAL	24,280.74
121659	11/09	ATI PHYSICAL THERAPY	110-09-56405-161-000	11/1/12 LUMP SUM	9,137.23
121660	11/09	LGIP MUSEUM	110-00-21805-000-000	11/01/12 WIRE TRANS	125,800.00
121661	11/09	KENOSHA RUNNING CLUB	611-09-50101-155-000	TURKEY RUN	300.00
121662	11/09	PELOQUIN, CASEY	110-00-21905-000-000	ORIBILETTI-10/27/12	100.00
121663	11/09	BENISH, BRANDI	110-00-21905-000-000	BEACH HOUSE-10/27/12	100.00
121664	11/09	TOSKY, MICHAEL	110-00-21905-000-000	BEACH HOUSE-10/28/12	300.00
121665	11/09	CHRISTENSEN, MARK	110-00-21111-000-000	COURT PYMT 1089238	3.00
121666	11/09	KREWSON, SHARON	110-01-51601-261-000	10/12 79 MILES	43.85
121667	11/09	DRAKE, DARLENE A.	110-01-51303-261-000	10/25-11/01 30 MILES	16.65
121668	11/09	SANTELLI, DANIEL	110-02-52203-263-000	10/30-31 PRMT PANEL	132.36
121669	11/09	KRYSTOWIAK, PETER	110-01-50901-261-000	9-10/12 174 MILES	96.57
121670	11/09	HILLESLAND, RICHARD	110-01-51601-261-000	10/12 434 MILES	240.87
121671	11/09	MIKOLAS, KEVIN	110-01-51601-261-000	10/12 719 MILES	399.05
121672	11/09	WILKE, BRIAN	110-01-51601-261-000	10/12 87 MILES	48.29
121673	11/09	WASHINGTON, AL	110-01-50901-261-000	10/12 220 MILES	122.10

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121674	11/09	CRUEY, EDWARD	110-01-50901-261-000	10/12 261 MILES	144.86
121675	11/09	RYAN, JEREMY	110-09-56405-166-000	LUMP SUM SETTLEMENT	7,839.69
121676	11/09	KNIGHT, MATTHEW A.	110-01-50301-261-000	10/25-26 ELKHART	103.86
			110-01-50301-263-000	10/25-26 ELKHART	25.00
				..... CHECK TOTAL	128.86
121677	11/09	THOMSEN, JOHN	110-02-52203-263-000	10/30-31 PRMT PANEL	120.18
121678	11/09	DUMKE, JOHN E.	110-01-51601-261-000	10/12 307 MILES	170.39
121679	11/09	RICHARDSON, WILLIAM K	110-01-50301-261-000	10/25-26 ELKHART LK	98.81
			110-01-50301-263-000	10/25-26 ELKHART LK	6.00
				..... CHECK TOTAL	104.81
121680	11/09	BOSMAN, KEITH	110-01-51301-261-000	GAS MAYOR'S VAN	28.95
121681	11/09	SANCHEZ, MARGARITO	110-01-51601-261-000	10/12 392 MILES	217.56
121682	11/09	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	11/09/12 CITY HRLY	13,072.37
			110-00-21562-000-000	11/09/12 WATER HRLY	3,573.35
				..... CHECK TOTAL	16,645.72
121683	11/14	BINDELLI BROTHERS, INC	110-09-56501-259-569	10/12 5821 5 AVE	700.00
			110-09-56501-259-569	10/12 11809 BURL RD	350.00
			110-09-56501-259-569	10/12 4119 56 ST	90.12
				..... CHECK TOTAL	1,140.12
121684	11/14	NEW FLYER	520-09-50201-347-000	10/12-TD BUS PARTS	1,351.09
			520-09-50201-347-000	10/12-TD BUS PARTS	400.97
			520-09-50201-347-000	10/12-TD BUS PARTS	116.98
				..... CHECK TOTAL	1,869.04
121685	11/14	VIKING ELECTRIC SUPPLY	501-09-50105-246-000	10/12-SW ELECTRICAL	44.95
121686	11/14	GENERAL COMMUNICATIONS, INC.	520-09-50201-231-000	NARROWBANDING RADIOS	3,770.00
			520-09-50201-231-000	09/12-TD MISC. ITEMS	35.00
				..... CHECK TOTAL	3,805.00

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121687	11/14	HWY C SERVICE	630-09-50101-393-000	10/12-SE PARTS/SUPPL	424.45
			630-09-50101-393-000	10/12-SE PARTS/SUPPL	139.65
			630-09-50101-393-000	10/12-SE#3119 PARTS/	49.22
				..... CHECK TOTAL	613.32
121688	11/14	KEN-CRETE PRODUCTS CO., INC.	403-11-51102-588-000	10/12 CONCRETE MTRL	12,597.88
121689	11/14	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	11/15/12 CITY SAL	41,862.34
			110-00-21562-000-000	11/15/12 WATER SAL	6,839.50
			110-00-21562-000-000	11/15/12 LIBRARY	6,485.89
				..... CHECK TOTAL	55,187.73
121690	11/14	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	10/12 PRISONER MAINT	3,556.00
121691	11/14	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	11/15/12 CITY SAL	739.82
			110-00-21541-000-000	11/15/12 LIBRARY SAL	230.00
			110-00-21541-000-000	11/15/12 WATER SAL	47.00
				..... CHECK TOTAL	1,016.82
121692	11/14	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	10/12 12-160984 LAB	49.60
121693	11/14	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	11/15/12 SAL DEDUCT	92,267.00
121694	11/14	SHOPKO	110-02-52203-382-000	10/12 FD #4 MERCHAND	41.33
121695	11/14	TRAFFIC & PARKING CONTROL CO	110-03-53109-373-000	REPAIR CONTROLLER	595.00
121696	11/14	WELDCRAFT, INC.	110-03-53109-375-000	10/12-ST WELDING SER	50.00
121697	11/14	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	11/15/12 H TOLBERT	323.59
121698	11/14	PAYNE & DOLAN INC.	110-03-53103-355-000	10/12-ASPHALT MATERI	629.87
121699	11/14	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	10/12-SWEEPER PARTS/	899.72
121700	11/14	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	09/12-TD TIRE LEASE	3,770.05
121701	11/14	SOS TECHNOLOGIES	241-09-50101-369-000	DEFIBRILLATOR	1,449.40
121702	11/14	CHIEF CORPORATION	422-11-51205-561-000	PK03341TS12SCA-	2,762.00
			422-11-51205-561-000	PT2111ITS12-RETRO	1,005.00
			422-11-51205-561-000	LEP-LOWER EXT PANEL,	260.00
				..... CHECK TOTAL	4,027.00

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121703	11/14	LARK UNIFORM, INC.	110-02-52103-365-000	10/12 #609 UNIFORM I	158.65
			110-02-52103-365-000	10/12 #611 UNIFORM I	91.95
			110-02-52103-367-000	10/12 #587 UNIFORM I	83.90
				..... CHECK TOTAL	334.50
121704	11/14	BATTERIES PLUS LLC	110-02-52103-385-000	10/12 PD BATTERIES &	199.99
			110-02-52103-385-000	10/12 PD BATTERIES &	197.34
				..... CHECK TOTAL	397.33
121705	11/14	CHASE BANK KENOSHA	761-00-21513-000-000	10/12 KCM DEDUCTS	600.00
			761-09-50101-158-000	10/12 KCM DEDUCTS	346.50
			761-00-21511-000-000	10/12 KCM DEDUCTS	234.76
			761-00-21514-000-000	10/12 KCM DEDUCTS	81.06
			761-09-50101-158-000	10/12 KCM DEDUCTS	81.03
				..... CHECK TOTAL	1,343.35
121706	11/14	CHASE BANK KENOSHA	110-00-21513-000-000	11/15/12 SAL DEDUCT	207,009.59
			110-00-21612-000-000	11/15/12 SAL DEDUCT	73,116.52
			110-00-21511-000-000	11/15/12 SAL DEDUCT	49,532.60
			110-00-21514-000-000	11/15/12 SAL DEDUCT	22,357.23
			110-00-21614-000-000	11/15/12 SAL DEDUCT	22,355.90
				..... CHECK TOTAL	374,371.84
121707	11/14	FEDEX	110-01-51306-312-000	10/15-18 PW SHIPPING	82.51
			110-01-51306-312-000	10/15/12 HR SHIPPING	22.90
				..... CHECK TOTAL	105.41
121708	11/14	TDS METROCOM	110-01-51801-227-000	10/12 FIRE PHONES	172.53
			110-01-51801-225-000	10/12 FIRE PHONES	70.89
				..... CHECK TOTAL	243.42
121709	11/14	GARDA CL GREAT LAKES, INC	110-01-51201-219-000	11/12 CT ARMORED CAR	297.44
121710	11/14	HOLLAND SUPPLY, INC.	501-09-50105-344-000	10/12-SW HYDRAULIC F	191.88
			520-09-50401-347-000	10/12-TD HYDRAULIC F	115.78
			630-09-50101-393-000	10/12-SE HYDRAULIC F	113.69
				..... CHECK TOTAL	421.35
121711	11/14	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	11/15/12 SAL DEDUCT	779.00

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121712	11/14	NORTHEAST WIS TECH COLLEGE	110-02-52107-264-000	12/12-13 FARCHIONE	350.00
121713	11/14	INTERSPIRO	110-02-52203-235-000	10/12-FD SCBA PARTS	10.00
121714	11/14	STANCATO, CAROL L.	110-01-51101-263-000	11/12 BUDGET-PIZZA	180.00
121715	11/14	CONCRETE SPECIALTIES CO.	403-11-51102-588-000	10/12 SW STORM INLET	225.00
121716	11/14	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	10/12 FD PARTS/MATER	82.19
121717	11/14	UNITED HOSPITAL SYSTEM	110-02-52101-219-000	RECORDS 12-168177	63.04
121718	11/14	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	10/12 YW COUPON PRG	1,517.80
			501-09-50102-219-000	10/12 YW-ADMIN FEE	350.00
			501-09-50102-219-000	10/12 YW COUPON PRG	45.76
			501-09-50102-219-000	11/12 YW COUPON PRG	29.67
				..... CHECK TOTAL	1,943.23
121719	11/14	POMP'S TIRE	110-02-52203-344-000	10/12-FD TIRES	435.50
			206-02-52205-344-000	10/12-FD MED#4 TIRES	403.25
			206-02-52205-344-000	10/12-FD RETURN TIRE	65.00CR
				..... CHECK TOTAL	773.75
121720	11/14	LEE PLUMBING, INC.	501-09-50105-246-000	10/12-ST PLUMBING SE	165.00
121721	11/14	LAW OFFICES OF TIMOTHY EVANS	759-09-50101-219-000	10/27 PROF SERV	100.00
121722	11/14	WASTE MANAGEMENT OF WI	110-03-53117-253-416	10/12 1280.34 TONS	29,217.35
			110-03-53117-253-416	10/12 WDNR TONNAGE	16,644.40
			501-09-50104-253-000	10/12 125.05 TONS	2,853.64
			110-03-53117-253-416	10/12 FUEL SURCHARGE	2,526.00
			110-03-53117-253-417	10/12 102.59 TONS	2,341.10
			110-03-53117-253-417	10/12 14 CMPCT PULLS	2,130.04
			501-09-50104-253-000	10/12 WDNR TONNAGE	1,625.65
			110-03-53117-253-417	10/12 WDNR TONNAGE	1,333.67
			110-03-53117-253-417	10/12 FUEL SURCHARGE	388.76
			110-03-53117-253-416	10/12 ENVIRO SURCHG	348.00
			501-09-50104-253-000	10/12 FUEL SURCHARGE	254.78
			501-09-50104-253-000	10/12 ENVIRO SURCHG	102.00
			110-03-53117-253-417	10/12 ENVIRO SURCHG	78.00
				..... CHECK TOTAL	59,843.39

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121723	11/14	MALSACK, J	110-09-56501-259-570	11/12 6612 19TH AVE	355.95
			110-09-56501-259-570	11/12 5805 23RD AVE	98.69
			110-09-56501-259-570	11/12 2014 67TH ST	52.52
			110-09-56501-259-570	11/12 6615 20TH AVE	50.54
			110-09-56501-259-570	11/12 6624 20TH AVE	3.04
			110-09-56501-259-570	11/12 6627 20TH AVE	3.04
				..... CHECK TOTAL	563.78
121724	11/14	PELION BENEFITS, INC.	110-00-21517-000-000	11/01-15/12 DEDUCTS	1,772.20
121725	11/14	HINDS, LARRY	761-09-50101-219-000	11/3/12 PERFORMANCE	200.00
121726	11/14	MARTIN PETERSEN COMPANY, INC.	520-09-50201-246-000	P.M. PROGRAM-4 OF 4	1,884.00
			520-09-50401-246-000	PM PROGRAM-#4 OF 4	568.00
				..... CHECK TOTAL	2,452.00
121727	11/14	SHINDLER TIRE RECYCLING LLC	205-03-53118-219-000	TIRE RECYCLING SERV	600.00
			205-03-53118-219-000	10/12-TIRE RECYCLING	300.00
				..... CHECK TOTAL	900.00
121728	11/14	JOHNSON BANK	110-00-21532-000-000	11/15/12 CITY SAL	7,782.01
			110-00-21532-000-000	11/15/12 WATER SAL	2,421.24
			110-00-21532-000-000	11/15/12 MUSEUM SAL	1,439.17
				..... CHECK TOTAL	11,642.42
121729	11/14	SWIDERSKI EQUIPMENT, INC	521-09-50101-344-000	10/12-AR TRACTOR PAR	130.29
121730	11/14	MISS AMERICA ORGANIZATION	222-09-50101-259-908	11/23 TREE LIGHTING	3,500.00
121731	11/14	WRIGHT EXPRESS FSC	110-03-53109-341-000	10/12 CNG	207.51
			110-03-53103-341-000	10/12 CNG	51.88
				..... CHECK TOTAL	259.39
121732	11/14	MCI SERVICE PARTS INC.	520-09-50201-347-000	10/12 GMC COACH PART	120.52
121733	11/14	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	10/12 BUS PARTS	763.29
121734	11/14	CHAPTER 13 TRUSTEE	110-00-21581-000-000	11/15/12 DEDUCTION	550.00
			110-00-21581-000-000	11/15/12 DEDUCTION	419.00
			110-00-21581-000-000	11/15/12 DEDUCTION	400.00
			110-00-21581-000-000	11/15/12 DEDUCTION	283.00
				..... CHECK TOTAL	1,652.00

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121735	11/14	MENARDS (KENOSHA)	110-05-55109-357-000	10/12-PA MERCHANDISE	287.32
			501-09-50105-357-000	10/12-SW MERCHANDISE	249.44
			110-02-52203-382-000	10/12-FD#4 MERCHANDI	242.60
			110-05-55109-246-000	10/12-PA MERCHANDISE	79.99
			501-09-50105-344-000	10/12-SW MERCHANDISE	74.60
			110-03-53109-375-000	10/12-ST MERCHANDISE	15.96
			110-02-52110-311-000	10/12-PD MERCHANDISE	15.96
			110-03-53110-389-000	10/12-ST MERCHANDISE	12.56
			..... CHECK TOTAL	978.43	
121736	11/14	WIS SCTF	110-00-21581-000-000	11/15/12 SAL DEDUCT	8,993.14
121737	11/14	WIS SCTF	110-00-21581-000-000	11/15/12 ANNL R & D	130.00
121738	11/14	PREVOST CAR (US) INC	520-09-50201-347-000	10/12 BUS PARTS	362.16
			520-09-50201-347-000	10/12 BUS PARTS	77.96
			520-09-50201-347-000	10/12 BUS PARTS	2.00
				..... CHECK TOTAL	442.12
121739	11/14	HALLMAN LINDSAY	110-05-55102-244-000	10/12-PA PAINT/PRODU	299.60
121740	11/14	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	11/15/12 DEDUCTION	278.00
121741	11/14	TIME WARNER CABLE	520-09-50301-233-000	11/12 TRANSIT-ROADRU	139.95
			110-01-51102-233-000	11/12 AIRPORT-ROADRU	139.95
			524-05-50101-219-000	11/12 MONTHLY CABLE	22.10
				..... CHECK TOTAL	302.00
121742	11/14	GATEWAY TECH COLLEGE	245-09-50101-264-000	5 REG FEES 8/6-10	1,225.25
			245-09-50101-264-000	5 REG FEES 3/26-30	1,042.55
			206-02-52205-219-000	LTL EMPLOYEE REFRSH	398.64
			..... CHECK TOTAL	2,666.44	
121743	11/14	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	10/12 FD MEDICAL SUP	691.50
121744	11/14	SAFETY-KLEEN INC	520-09-50201-389-000	10/12-TD SOLVENT	157.36
121745	11/14	MILWAUKEE SPRING &	630-09-50101-393-000	10/12-SE#2790 PARTS	753.20
121746	11/14	VERSANT, INC	520-09-50401-311-000	BROCHURES	1,239.50

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121747	11/14	GILLIG CORPORATION	520-09-50201-347-000	10/12-TD BUS PARTS	2,999.99
			520-09-50201-347-000	10/12-TD BUS PARTS	499.92
			520-09-50201-347-000	10/12-TD BUS PARTS	206.34
			520-09-50201-347-000	10/12-TD BUS PARTS	46.18
			520-09-50201-347-000	10/12-TD BUS PARTS	22.56
				..... CHECK TOTAL	3,774.99
121748	11/14	RIMKUS, JASON	761-09-50101-111-000	11/01-15/12 SERVICE	1,896.02
			761-00-21514-000-000	11/01-15/12 SERVICE	27.50CR
			761-00-21511-000-000	11/01-15/12 SERVICE	79.64CR
			761-00-21599-000-000	11/01-15/12 SERVICE	94.80CR
			761-00-21512-000-000	11/01-15/12 SERVICE	106.70CR
			761-00-21513-000-000	11/01-15/12 SERVICE	225.00CR
				..... CHECK TOTAL	1,362.38
121749	11/14	PIRO, RALPH	761-09-50101-111-000	11/01-15/12 SERVICE	898.48
			761-00-21514-000-000	11/01-15/12 SERVICE	13.03CR
			761-00-21599-000-000	11/01-15/12 SERVICE	25.00CR
			761-00-21511-000-000	11/01-15/12 SERVICE	37.74CR
			761-00-21512-000-000	11/01-15/12 SERVICE	39.30CR
			761-00-21513-000-000	11/01-15/12 SERVICE	75.00CR
				..... CHECK TOTAL	708.41
121750	11/14	TOMARK SPORTS	405-11-51217-589-825	BACKSTOPS	8,588.98
121751	11/14	BEST WESTERN HARBORSIDE	110-02-52204-263-000	11/6-9 M SPIELMAN	239.97
121752	11/14	KENOSHA MEDICAL CTR CAMPUS	206-02-52205-219-000	10/5-19 ADV CARDIAC	1,800.00
121753	11/14	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	9/24/12 W/C	103.09
			110-09-56405-161-000	8/25/12 W/C	74.08
				..... CHECK TOTAL	177.17
121754	11/14	GENEX SERVICES INC	110-09-56405-161-000	11/2/12 W/C	464.28
			110-09-56405-161-000	10/1-29/12 W/C	279.00
				..... CHECK TOTAL	743.28
121755	11/14	ORTHOPEDIC SURGEONS OF WI SC	110-09-56405-161-000	7/30/12 W/C	127.50
121756	11/14	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	7/24-8/9/12 W/C	887.68
			110-09-56405-161-000	10/1-3/12 W/C	426.00
				..... CHECK TOTAL	1,313.68

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121757	11/14	ZYNEX MEDICAL	110-09-56405-161-000	9/22/12 W/C	104.99
121758	11/14	ARTHRITIS CLINIC	110-09-56405-161-000	10/29/12 W/C	7.95
121759	11/14	COMPREHENSIVE CLINICAL AND	110-09-56405-161-000	7/25/12 W/C	200.00
121760	11/14	BLOUNT ORTHO CLINIC	110-09-56405-161-000	9/11/12 W/C	180.00
121761	11/14	ORTHOPAEDIC HOSPITAL OF WI	110-09-56405-161-000	9/14/12 W/C	2,432.88
121762	11/14	SMARTCOMP LLC	110-09-56405-161-000	9/5/12 W/C	111.63
			110-09-56405-161-000	9/10/12 W/C	64.43
				..... CHECK TOTAL	176.06
121763	11/14	PV & ASSOCIATES, LLC	501-09-50103-233-000	WINSLAMM LIC	180.00
121764	11/14	FLAHERTY, SHARRY	110-00-21905-000-000	BEACH HOUSE-11/3/12	100.00
121765	11/14	ROTARY FOUNDATION OF	405-00-21109-000-000	SOFTBALL HALL FAME	26,666.00
121766	11/14	GUARASCIO, ARAYEL A	110-00-44709-000-000	BARTENDER LICENSE	50.00
121767	11/14	MATALAS, KATHERINE	110-00-44709-000-000	BARTENDER LICENSE	50.00
121768	11/14	LIU, JEFFREY	110-00-21112-000-000	SPEC ASSESSMT	2.35
121769	11/14	TABOR, ANDREW J	110-00-44709-000-000	BARTENDER LICENSE	50.00
121770	11/14	MORGAN, STEPHANIE	110-00-44709-000-000	BARTENDER LICENSE	50.00
121771	11/14	HILL, SCOTT	110-00-44802-000-000	PERMIT-8302 26 AVE	40.00
121772	11/14	WILDENBERG, KARL	110-00-21905-000-000	BEACH HOUSE-11/4/12	100.00
121773	11/14	ZAVALETA, ABIGAIL	110-00-21905-000-000	ORIBILETTI-11/3/12	100.00
121774	11/14	KENOSHA RAKE BASEBALL CLUB	110-00-21905-000-000	2012 BASEBALL	50.00
121775	11/14	MAERZKE, THERESA	110-00-46394-000-000	APPLIANCE STICKER	30.00

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121776	11/14	STEWART, DANIEL	110-00-46394-000-000	APPLIANCE STICKER	45.00
121777	11/14	MORELAND, STEVEN	110-00-46394-000-000	APPLIANCE STICKER	15.00
121778	11/14	SUPER 8 MADISON	110-02-52107-263-000	JANKIEWICZ-9/24-28	305.00
121779	11/14	WENBERG, JOHN D.	110-02-52107-263-000	10/16/12 FRANKLIN	8.00
121780	11/14	HAGEN, MATTHEW S.	110-02-52107-263-000	10/31-11/01 MILW	16.00
121781	11/14	POLTROCK, JAMES T.	206-02-52205-363-000	KEYBOARD MED 3	54.13
121782	11/14	BLISE, PAULA	110-01-51601-261-000	10/12 761 MILES	422.36
121783	11/14	VILLALOBOS, OSCAR	110-02-52107-263-000	10/16/12 FRANKLIN	8.00
121784	11/14	WEYRAUCH, DANIEL E.	110-02-52110-367-000	2012 CLOTHING ALLOW	300.00
			110-02-52107-263-000	10/16/12 FRANKLIN	8.00
				..... CHECK TOTAL	308.00
121785	11/14	FALK, PETER F.	110-02-52107-263-000	10/31-11/01 MILW	16.00
121786	11/14	SANTELLI, DANIEL	110-02-52203-263-000	PROMO PANEL 11/7/12	74.27
121787	11/14	WAMBOLDT, JEFFREY	611-00-21105-000-000	ORTHO REIMBURSEMENT	745.00
121788	11/14	SWARTZ, MARTHA E.	110-01-51601-261-000	10/12 204 MILES	113.22
121789	11/14	NOSALIK, JOSEPH	110-02-52107-263-000	10/31-11/01 MILW	16.00
121790	11/14	BELLER, JAMES	110-02-52107-263-000	10/31-11/01 MILW	16.00
121791	11/14	LABATORE, FELICIA	110-02-52107-263-000	10/23/12 MILWAUKEE	8.00
121792	11/14	CORREA, VICENTE	110-02-52107-263-000	10/31-11/01 MILW	16.00
121793	11/14	FLAHIVE, CHRISTINE	110-02-52107-263-000	10/23-24 APPLETON	40.00
121794	11/14	CHIAPPETTA, LOUIS	110-01-51601-261-000	10/12 280 MILES	155.40

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
121795	11/14	ALBRECHT, TREVOR	110-02-52109-367-000	2012 CLOTHING ALLOW	142.34
			110-02-52107-263-000	10/31-11/01 MILW	16.00
				..... CHECK TOTAL	158.34
121796	11/14	THOMSEN, JOHN	110-02-52203-263-000	PROMO PANEL 11/8/12	41.00
121797	11/14	BLOCK, ERIC	110-02-52110-367-000	2012 CLOTHING ALLOW	94.93
			110-02-52107-263-000	10/16/12 FRANKLIN	8.00
				..... CHECK TOTAL	102.93
121798	11/14	OBERST, RANDY	110-02-52107-263-000	10/23/12 MILWAUKEE	8.00
121799	11/14	COCHRAN, TYLER J	110-02-52103-263-000	10/30/12 WINNEBAGO	12.00
121800	11/14	HECKER, JOSHUA	110-02-52102-367-000	2012 CLOTHING ALLOW	400.00
121801	11/14	VIOLA, LEO	110-02-52107-263-000	10/31-11/01 MILW	16.00
121802	11/14	SCHAAL, TIMOTHY	110-02-52107-263-000	10/31-11/01 MILW	16.00
121803	11/14	DILLHOFF, AARON	110-02-52107-263-000	10/31-11/01 MILW	16.00
121804	11/14	CURI, MATTHEW F	110-02-52103-263-000	10/30/12-WINNEBAGO	12.00
121805	11/14	KEMEN, BRADLEY E	110-02-52107-263-000	10/23-24/12 APPLETON	40.00

GRAND TOTAL FOR PERIOD ***** 4,217,693.10



Engineering Division
Shelly Billingsley, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS
Michael M. Lemens, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

November 14, 2012

To: Eric Haugaard, Chairman
Public Works Committee

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

Subject: *Acceptance of Performance Contract with Johnson Controls, Inc. (JCI)
for professional services and Installation of JCI provided LED Replacements*

BACKGROUND/ANALYSIS

The City of Kenosha received a \$902,500 grant under the Energy Independence and Security Act of 2007 (EISA) to retrofit and/or relamp city street lights with a more efficient fixture in order to save energy cost & reduce the amount of required maintenance. A performance contract was awarded to Johnson Controls, Inc. to assist with the selection of the retrofit lighting and installation of same.

JCI's original contract called for installation of 721 lights, and addenda to the contract added 84 more lights for a total conversion of 805 fixtures, plus spare stock and extended warranty from the manufacturer, Amerlux. All work has been completed, along with punchlist items.

RECOMMENDATION

Staff recommends final acceptance of the project.

MML



Johnson Controls, Inc.
3007 Malmo Drive
Arlington Heights, IL 60005
Tel. 847-364-1500
FAX 747-364-1536

PROPOSAL FOR DISTRIBUTION OF CITY OF KENOSHA PERFORMANCE CONTRACT FUNDS

TO: City of Kenosha
625 52nd Street
Kenosha, WI 53140

Attn: Mr. Michael Lemens

Date: 9/7/2012

Project: City of Kenosha PC
JCI #9241-0025

We propose to furnish the materials and/or perform the work described below : **DEDUCT**

(Seventy Eight Thousand Three Hundred Thirty and 00/100 Dollars) (\$78,330.00)

This proposal INCLUDES total costs for:

Deduct of the unused portion of the \$200,000 in funds for work that was as the time undetermined as detailed in our contract on page 8, paragraph Phase two, Part B.

Alternates to the proposal are:

- 1. NA

This proposal DOES NOT include:

- 1. NA

This proposal and alternates listed above are hereby accepted and Johnson Controls is authorized to proceed with work:

This proposal is valid until

10/31/2012

City of Kenosha
Purchaser - Company Name

Signature

Johnson Controls, Inc.

Signature

Name: Michael M. Lemens
Title: Dir. Public Works
Date: 9-12-12

Name: Keith A Sparks
Title: PROJECT MANAGER
Date: Sept 12, 2012

CERTIFICATE OF FINAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
3007 Malmo Drive, Arlington Heights, IL 60005

and

CITY OF KENOSHA ("Customer")
625 52nd Street, Kenosha, WI 53140

PROJECT: City of Kenosha LED Street Light Replacements; Performance Contract dated August 18, 2010
between JCI and Customer.

JCI# 9241-0025

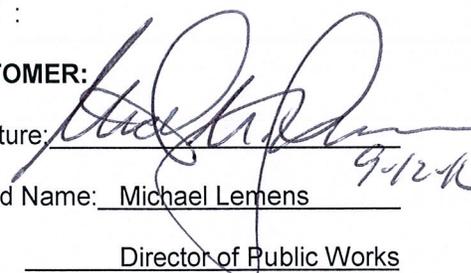
By executing this Certificate of Final Completion, Customer acknowledges the following:

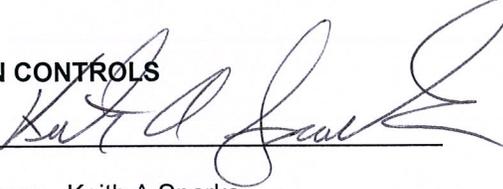
- a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.
- b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated :

CUSTOMER:

JOHNSON CONTROLS

Signature: 

Signature: 

Printed Name: Michael Lemens 9-12-11

Printed Name: Keith A Sparks

Title: Director of Public Works

Title: Solutions Project Manager



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Director/City Engineer
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DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director

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November 28, 2012

To: Eric Hugaard, Chairman, Public Works Committee
Patrick Juliana, Chairman, Stormwater Utility Committee

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

Subject: Acceptance of Project 11-1127 MacWhyte Site Storm Water Detention Basin

Location: 14th Avenue & 31st Street

Please be advised that the above referenced project has been satisfactorily completed by Cicchini Asphalt, LLC, Kenosha, Wisconsin. This project consisted of excavating a storm water detention basin on the former MacWhyte Company site. The work includes the extension of a 42 inch storm sewer, installation of erosion mat on basin slopes, top soiling, seeding and mulching any disturbed areas, stockpiling excavated material for use for future park extension and stabilizing by hydroseeding.

It is recommended that the project be accepted in the final amount of \$69,592.12. Original contract amount was \$69,350.00 plus \$10,400.00 for contingency for a total contract amount of \$79,750.00. Funding was from CIP Line Item SW-08-001.

SAB/kjb