

**AGENDA**  
**KENOSHA COMMON COUNCIL**  
**KENOSHA, WISCONSIN**  
**Council Chambers – Room 200 – Kenosha Municipal Building**  
**Monday, December 5, 2011**  
**7:00 P.M.**

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION** by Pastor Lawrence Kirby II, Second Baptist Church

**PLEDGE OF ALLEGIANCE**

**MINUTES** Minutes from November 21, 2011, November 28, 2011 (*Special Council & Committee of the Whole*), November 29, 2011, and December 2, 2011 meetings.

Matters referred to the Committee by the Mayor.

Presentations, Commendations and Awards by the Mayor.

Awards and Commendations from Boards, Commissions, Authorities and Committees.

**CITIZENS' COMMENTS**

**A. REFERRALS**

TO THE CITY PLAN COMMISSION

- A.1. Conditional Use Permit for a contractor's storage yard to be located at 3700 45th Street. (*Prostko Grading*) (*District #10*)
- A.2. By Alderperson Jesse Downing - To Repeal, Create and Amend various Sections of the Zoning Ordinance to Conform with Section 15 of the Code of General Ordinances Regarding "Off-Premise Signs".

**B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS**

- B.1. Approval of the following applications per list on file in the Office of the City Clerk:
  - a. \_\_\_\_\_ Operator's (Bartenders) license(s).
  - b. \_\_\_\_\_ Transfer of Agent Status of Beer and/or Liquor license(s).
  - c. \_\_\_\_\_ Special Class "B" Beer and/or Special "Class B" Wine license(s).
  - d. \_\_\_\_\_ Taxi Driver License(s). **AT MEETING**
- B.2. Special Exception Request to Install Solid Brick Winged Piers in the Front Yards of 4200 20<sup>th</sup> Place (*Parcel #07-222-23-102-015*) and 4301 20th Place (*Parcel #07-222-23-102-012*) (*Petitioners: Kyle C. and Kevin Deaton*) (*District #4*) **PAGES 1-10**

**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:  
a. Jennifer Lakvold **(20 demerit points)**  
b. Jacqueline King **(20 demerit points)**  
c. Jessica Todd **(20 demerit points)**  
d. Jonathon LaMothe **(20 demerit points)**  
e. Kaetlyn Rosenberg **(20 demerit points)**  
f. Melanie Delara **(20 demerit points)**  
g. Tina Denning **(30 demerit points)**  
(L/P – Ayes 4, Nays 0)                      **HEARING**                      **PAGES 11-26**
- C.2. **DENY** Applications for a new Operator's (Taxi Driver's) license, based on:  
a. Erich O'Neal **(material police record & false application)**  
b. Brandon Sanders **(material police record & false application)**  
(L/P – Ayes 4, Nays 0)                      **HEARING**                      **PAGES 27-32**
- C.3. Approve Application of Nello J. Cristiano, for a Class "B" Beer/"Class B" Liquor License located at 1402 - 52<sup>nd</sup> Street, (Keith's Bar), with acceptance of a conditional surrender of a similar license at the same location from Carol M. Spitzer, to be effective December 6, 2011 (*District #7*)  
(L/P – Ayes 4, Nays 0).                      **HEARING**                      **PAGES 33-43**
- C.4. Approve Application of Jennifer Doud for new Operator's (Bartender) license, subject to **60 demerit points.**  
(L/P – Recommendation Pending)                      **HEARING**                      **PAGE 44**
- C.5. DENY Applications for new Operator's (Bartender's) licenses, based on:  
a. Tracy Tatroe **(material police record)**  
b. Cody Nicoletti (material police record)  
(L/P – Recommendation Pending)                      **HEARING**                      **PAGES 45-50**

**D. ORDINANCES 1ST READING**

- D.1. By Alderperson Michael J. Orth - To repeal and recreate Section 1.05 K. as "Department of Community Development and Inspections ", to amend various sections of the Code of General Ordinances to reflect a change in name by substituting "Department of Community Development and Inspections" for the "Department of City Development and Inspections" and correct a reference from "City Development Block Grant Program" to "Community Development Block Grant Program" (*repeals Ordinance 66-11 passed on 11/21/2011*)  
(PSW & Fin – Recommendations Pending).                      **PAGES 51-54**

**E. ZONING ORDINANCES 1ST READING**

**F. ORDINANCES 2ND READING**

- F.1. By Alderperson David F. Bogdala - To Repeal and Create Section 1.01 D. of the Code of General Ordinances Entitled "Aldermanic District Boundaries for the City of Kenosha, Wisconsin based upon the 2010 US Census". **PUBLIC HEARING**  
(Scheduled for 12/2 special meeting & public hearing). **PAGES 55-57**

**G. ZONING ORDINANCES 2ND READING**

- G.1. By the Mayor - To Create Subsection 18.02 I. of the Zoning Ordinance to Amend the Comprehensive Plan for the City of Kenosha: 2035. (Petzke Park) (District #1)  
(CP - Ayes 8, Nays 0) **PUBLIC HEARING** **PAGES 58-61**
- G.2. By the Mayor - To Rezone properties located east and west of 14th Avenue, north of 31st Street from M-2 Heavy Manufacturing to IP Institutional Park in conformance with Section 10.02 of the Zoning Ordinance. (Petzke Park) (District #1)  
(CP - Ayes 8, Nays 0) **PUBLIC HEARING** **PAGES 62-67**
- G.3. By the Mayor - To Repeal and Recreate various Sections of the Zoning Ordinance for the City of Kenosha to reflect a change in name by substituting "Department of Community Development and Inspections" for the "Department of City Development" and the "Department of Neighborhood Services and Inspections" or similar terminology wherever those phrases appear; To Amend various Sections of the Zoning Ordinance to reflect a change in name by substituting "Director of Community Development and Inspections" for "City Planner"; To Amend various Sections of the Zoning Ordinance to reflect a change in name by substituting "Department of Community Development and Inspections" for "City Plan Division" or similar terminology wherever those phrases appear; To Amend various Sections of the Zoning Ordinance to replace the terms "Chief of Inspection" and "Zoning Administrator" with "Administrator"; To Amend the following various Sections of the Zoning Ordinance 12.0 B. entitled "Specific Words and Phrases" by replacing "Chief of the Inspection Department" with "Director of the Department of Community Development and Inspections"; To Create a Definition for the "Department of Community Development and Inspections"; To Repeal the Definition of "Division (CPD)"; and To Amend "Review Authority". (CP - Ayes 8; Noes 0) (Deferred from 10/17/2011, 11/07/2011 & 11/21/2011 meetings)  
**PUBLIC HEARING ALREADY HELD.** **PAGES 68-73**

**H. RESOLUTIONS**

- H.1. By the Finance Committee – To Rescind a Special Assessment in the Amount of \$190.00 for an Unpaid Permit Fee Against the Property at 12230 75<sup>th</sup> Street (Parcel #03-121-01-450-470) per Request from Wisconsin D.O.T. (Amends Resolution #123-11) (District #17) (Fin-Recommendation Pending) **HEARING** **PAGES 74-81**
- H.2. By the Finance Committee – To Rescind a Special Assessment in the Amount of \$280.00 Against the Property at 6814 39<sup>th</sup> Avenue (Parcel #02-122-02-409-037) per Request from Bob Munroe (Amends Resolution #123-11) (District #15)  
(Fin - Recommendation Pending) **HEARING** **PAGES 82-90**



- K.4. Consider the Proposed Settlement Agreement regarding Daniel Palmer's Workers Compensation Claim. (Fin – Recommendation Pending) **AT MEETING**  
**CLOSED SESSION: The Common Council may go into Closed Session regarding this item, pursuant to §19.85(1)(g) to confer with legal counsel regarding the status of the pending claim and legal effect of the proposed settlement.**

**L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE**

- L.1. Approve Disbursement Record #21 in the amount of \$5,554,108.33.  
(Fin – Recommendation Pending) **PAGES 187-219**
- L.2. KABA 3rd Quarter Loan Report. (Fin - Recommendation Pending) **PAGES 220-226**

**M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS**

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

**O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS**

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

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

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE OR SPECIAL ACCOMODATIONS,  
PLEASE CALL 653-4020 BEFORE THIS MEETING.  
web site: [www.kenosha.org](http://www.kenosha.org)



**COMMON COUNCIL  
OFFICIAL PROCEEDINGS**

**Monday, November 21, 2011**

**Keith G. Bosman, Mayor                      Michael K. Higgins, City Clerk**  
**Council Chambers – Room 200 – Kenosha Municipal Building**

At a meeting of the Common Council this evening, His Honor, Mayor Keith G. Bosman presided. The meeting was called to order at 7:28 p.m.

Upon Roll Call, the following members of the Common Council were present: Alderpersons Bogdala, Bostrom, Downing, Haugaard, Juliana, Kennedy, LaMacchia, Marks, Michalski, Misner, Nudo, Ohnstad, Orth, Ruffalo, and Ruffolo. Alderpersons Green and Prozanski and were excused.

A moment of silence was followed by the Pledge of Allegiance led by Mayor Bosman.

**MINUTES**

A motion was made by Alderperson LaMacchia and seconded by Alderperson Ohnstad: To approve the minutes of November 7, 2011, November 11, 2011, and November 15, 2011. The voice vote was unanimous and the motion carried.

Matters referred to the Committees by the Mayor – None.

Presentation, Commendations and Awards by Mayor – Todd Battle from Kenosha Area Business Alliance (KABA) presented the proposed Kenosha Downtown Project. The members in the audience were introduced by the speaker. Alderpersons requested that future Steering Committee Public Hearing be taped.

Awards and Commendations from Boards, Commissions, Authorities and Committees –None.

**CITIZENS' COMMENTS**

Three (3) citizens spoke during Citizen's Comments:

- Matt Lavery, 6833 154<sup>th</sup> Ave., Kenosha, WI
- Al Hamath, 6109 25<sup>th</sup> Ave., Kenosha, WI
- Louis Rugani, 4526 29<sup>th</sup> Ave., Kenosha, WI

**A. REFERRALS – None.**

**B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS**

B.1. A motion was made by Alderperson Nudo and seconded by Alderperson Ruffolo: To approve the following applications per list on file in the Office of the City Clerk:

- a.   16   Operator's (Bartenders) license(s).
- b.   1   Transfer of Agent Status of Beer and/or Liquor license(s).
- c.   2   Special Class "B" Beer and/or Special "Class B" Wine license(s).
- d.   1   Taxi Driver License(s).

Upon voice vote, the motion carried.

**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. A motion was made by Alderperson Michalski and seconded by Alderperson LaMacchia: To concur with the recommendation of the Licensing/Permit Committee and Approve the following Applications for new Operator's (Bartender) licenses:
- a. Marie Preble (**subject to 20 demerit points**)
  - b. Antonio Diaz (**subject to 75 demerit points**).
- A hearing was held. Antonio Diaz appeared and testified. Upon voice vote, the motion carried.
- C.2. A motion was made by Alderperson Nudo and seconded by Alderperson Juliana: To concur with the recommendation of the Licensing/Permit Committee and DENY the applications for new Operator's (Bartender) licenses of
- a. Kenneth Duttweiler, **based on police record**
  - b. Jeremiah Hamilton, **based on material police record**.
- A hearing was held. The applicants did not appear. Upon voice vote, the motion carried.
- C.3. A motion was made by Alderperson Nudo and seconded by Alderperson LaMacchia: To concur with the recommendation of the Licensing/Permit Committee and approve the applications for new Operator's (Taxi Driver's) licenses of
- a. Rhett Walter, **subject to 75 demerit points**
- A hearing was held. Rhett Walter appeared and testified. Upon voice vote, the motion carried.
- C.4. A motion was made by Alderperson Kennedy and seconded by Alderperson Michalski: To concur with the recommendation of the Licensing/Permit Committee and Approve the Applications for Yearly Cabaret Licenses (2011-2012 Term), with no adverse recommendations per list on file in the Office of the City Clerk. A hearing was held. The applicant Ruth Middlecamp appeared and testified. Upon voice vote, the motion carried.
- C.5. A motion was made by Alderperson Nudo and seconded by Alderperson LaMacchia: To separate the question. The voice vote was unanimous and the motion carried. C.5.a. A motion was made by Alderperson Orth and seconded by Alderperson LaMacchia: To Concur with the recommendation of the Licensing/Permit Committee and Approve the Application for Class "B" Beer/Class "B" Liquor Licenses for a. R & V Development, Inc., Robert Latessa, Agent (*Brat Stop Too*), 5515 6<sup>th</sup> Avenue (*District #2*). A hearing was held for all applications. Robert Latessa and Greg York appeared and testified. Upon voice vote, the motion carried. C.5.b. A motion was made by Alderperson Nudo and seconded by Alderperson Juliana: To Concur with the recommendation of the Licensing/Permit Committee and Defer for thirty (30) days the Application for Class "B" Beer/Class "B" Liquor Licenses for b. Gianni's Restaurant & Lounge, LLC, Marissa Kowal, Agent, 4814 Sheridan Road (*District #2*) (**subject to 20 demerit points**). C.5.c. A motion was made by Alderperson Juliana and seconded by Alderperson Ohnstad: To Concur with the recommendation of the Licensing/Permit Committee and Approve the

Application for Class “B” Beer/Class “B” Liquor Licenses for c. Rustic Ventures, LLC, Valerie Chumbley, Agent (*Rustic Brewing Company*) 510 56<sup>th</sup> Street (*District #2*). Upon voice vote, the motion carried.

A motion was made by Alderperson Kennedy and seconded by Alderperson Juliana: To send items D1 through E2 on their way upon being read by the Clerk, as follows:

#### **D. ORDINANCES 1ST READING**

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

#### **E. ZONING ORDINANCES 1ST READING**

E.1. By the Mayor – To Create Subsection 18.02 I. Of the Zoning Ordinance to Amend the Comprehensive Plan for the City of Kenosha: 2035 (*Petzke Park*) (*District #1*).

E.2. By the Mayor – To Rezone properties located east and west of 14<sup>th</sup> Avenue, north of 31<sup>st</sup> Street from M-2 Heavy Manufacturing to IP Institutional Park in conformance with Section 10.02 of the Zoning Ordinance (*Petzke Park*) (*District #1*).

Upon voice vote, the motion carried.

#### **F. ORDINANCES 2ND READING**

F.1. A motion was made by Alderperson Downing and seconded by Alderperson Kennedy: To Adopt **ORDINANCE NO. 64-11, an Ordinance By the Public Safety and Welfare Committee – To Repeal and Recreate Various Sections of Chapter 15 of the Code of General Ordinances Related to Off-Premise Signs.** A public hearing was already held.

At 8:10 p.m., a motion was made by Alderperson Ruffolo and seconded by Alderperson Ohnstad: To take a brief recess. The voice vote was unanimous and the motion carried. The meeting reconvened at 8:19 p.m. with those members of the Common Council in attendance as presented on the evening's original roll call.

Upon roll call vote on F1, the vote was: Ayes 13, Nays 0, Abstain 1 (*with Alderperson Haugaard abstaining from the vote*). The motion carried.

F.2. A motion was made by Alderperson Ohnstad and seconded by Alderperson Ruffalo: To Defer for thirty (30) days consideration of a proposed Ordinance By Alderperson Steve Bostrom – To Repeal Chapter 28 of the Code of General Ordinances for the City of Kenosha, Entitled “Vacant Building Code” in its Entirety. A public hearing was held. No one spoke for or against this item. Upon voice vote, the motion carried.

- F.3. A motion was made by Alderperson Nudo and seconded by Alderperson Ruffolo: To Defer for thirty (30) days consideration of a proposed Ordinance By Alderperson Patrick Juliana – To Create Section 1.06 A.A. of the Code of General Ordinances Entitled “Ethics Board” and to Repeal and Recreate Various Sections of Chapter 30 of the Code of General Ordinances Entitled “Code of Ethics”. A public hearing was held. No one spoke for or against this item. Upon voice vote, the motion carried.
- F.4. A motion was made by Alderperson Nudo and seconded by Alderperson Bogdala: To Defer for thirty (30) days consideration of a proposed Ordinance By Alderperson David F. Bogdala – To Repeal and Recreate Various Sections of Chapter 30 of the Code of General Ordinances Entitled “Code of Ethics”. A public hearing was held. No one spoke for or against this item. Upon voice vote, the motion carried.
- F.5. A motion was made by Alderperson Juliana and seconded by Alderperson Downing: To Adopt **ORDINANCE NO. 65-11, an Ordinance By Alderperson Jesse L. Downing – To Create Section 11.036 E. of the Code of General Ordinances Entitled “Trespass”, to Repeal and Recreate Section 11.06 D. Entitled “Carrying Concealed Weapons”, and to Create Section 11.065 Entitled “Carrying Firearm in Public Building”**. A public hearing was held. No one spoke for or against this matter. Discussion ensued. Upon roll call, the vote was: Ayes 15, Nays 0. The motion carried.
- F.6. A motion was made by Alderperson Prozanski and seconded by Alderperson Green: To Concur with the Recommendation of the Finance Committee: To Adopt, as amended by the Finance Committee, **ORDINANCE NO. 66-11, an Ordinance By the Mayor - To repeal and recreate Section 1.05 K. as “Department of Community Development and Inspections”; to repeal Section 1.05 N. entitled “Department of Neighborhood Services and Inspections”; to repeal and recreate Sections 1.15 B. and 1.15 C. entitled “Annexation Ordinances Preliminary Reports”; to repeal and recreate Paragraph 17.11 A.7 entitled “Enforcement”; to amend various sections of the Code of General Ordinances to reflect a change in name by substituting “Department of Community Development and Inspections” for the “Department of City Development” and the “Department of Neighborhood Services and Inspections” or similar terminology wherever those phrases appear; and to amend various sections of the Code of General Ordinances to reflect a change in name by substituting “Director of Community Development and Inspections” for “City Planner” or similar terminology wherever that phrase may appear**. Discussion ensued. F.6.1. A motion was made by Alderperson Michalski and seconded by Alderperson Marks, to amend the proposed Ordinance to read “city” in lieu of “community” wherever the word “community” appears. The voice vote was inaudible. Upon roll call, the vote was: Ayes 9, Nays 6 (*with Alderpersons Nudo, Bostrom, Misner, Orth, Bogdala, and Ruffolo voting nay*). The motion carried. F.6. Upon roll call vote on the original motion, the vote was: Ayes 10, Nays 5 (*with Alderpersons Nudo, Bostrom, Misner, Orth, and Bogdala voting nay*). The motion carried.

### G. ZONING ORDINANCES 2ND READING

- G.1. A motion was made by Alderperson Kennedy and seconded by Alderperson LaMacchia: To Approve a proposed Ordinance By the Mayor - To Repeal and Recreate various Sections of the Zoning Ordinance for the City of Kenosha to reflect a change in name by substituting “Department of Community Development and Inspections” for the “Department of City Development” and the “Department of Neighborhood Services and Inspections” or similar terminology wherever those phrases appear; To Amend various Sections of the Zoning Ordinance to reflect a change in name by substituting “Director of Community Development and Inspections” for “City Planner”; To Amend various Sections of the Zoning Ordinance to reflect a change in name by substituting “Department of Community Development and Inspections” for “City Plan Division” or similar terminology wherever those phrases appear; To Amend various Sections of the Zoning Ordinance to replace the terms “Chief of Inspection” and “Zoning Administrator” with “Administrator”; To Amend the following various Sections of the Zoning Ordinance 12.0 B. entitled “Specific Words and Phrases” by replacing “Chief of the Inspection Department” with “Director of the Department of Community Development and Inspections”; To Create a Definition for the “Department of Community Development and Inspections”; To Repeal the Definition of “Division (CPD)”; and To Amend “Review Authority”. A public hearing was already held. G.1.1. A motion was made by Alderperson Michalski and seconded by Alderperson Juliana: To amend the proposed Ordinance to read “city” in lieu of “community” wherever the word “community” appears. Discussion ensued. The amendment was withdrawn. G.1.2. A motion was made by Alderperson Kennedy: To amend the proposed Ordinance to read “city” in lieu of “community” wherever a reference is made to the newly created department. Motion failed due to lack of a second. G.1.3. A motion was made by Alderperson Bogdala and seconded by Alderperson Orth: To Defer this item until all business pertaining to this matter are corrected. Upon voice vote, the motion carried.

Alderperson Ruffolo requested that the matter of reconsideration of Ordinance No. 66-11 appear on the next agenda.

### H. RESOLUTIONS

- H.1. A motion was made by Alderperson Bogdala and seconded by Alderperson Ohnstad: To concur with the recommendation of the Finance Committee and pass **RESOLUTION NO. 139-11, a Resolution By the Finance Committee - To Rescind \$160.00 for Unpaid Permit Fees Special Assessment to Jymnea Tungate, 6607 98<sup>th</sup> Avenue (Parcel #03-122-05-250-777) (Amends Resolution #123-11) (District #17)**. A hearing was held. The Property Owner did not appear. Upon roll call, the vote was: Ayes 15, Nays 0. The motion carried.
- H.2. A motion was made by Alderperson Bogdala and seconded by Alderperson Ohnstad: To concur with the recommendation of the Finance Committee and pass **RESOLUTION NO. 140-11, a Resolution By the Finance Committee - To Rescind \$172.00 for Erosion Control Reinspection Fees Special Assessment to Matthew & Leanne Lavery, 6833 154<sup>th</sup> Avenue (Parcel #03-121-03-405-057) (Amends Resolution #125-11) (District #17)**. A hearing was held. Matt Lavery, the Property Owner, appeared and testified. Upon roll call, the vote was: Ayes 15, Nays 0. The motion carried.

- H.3. A motion was made by Alderperson Bogdala and seconded by Alderperson Ohnstad: To concur with the recommendation of the Finance Committee and DENY a Resolution By the Finance Committee - To Rescind \$160.00 for Unpaid Permit Fees Special Assessment to Connie Knudtson, 4507 Harrison Road (*Parcel #02-122-02-453-001*) (*Amends Resolution #123-11*) (*District #15*). A hearing was held. The Property Owner did not appear. Upon roll call, the vote was: Ayes 14, Nays 1 (*with Alderperson Orth voting nay*). The motion carried.
- H.4. A motion was made by Alderperson Bogdala and seconded by Alderperson Ohnstad: To concur with the recommendation of the Finance Committee and pass **RESOLUTION NO. 141-11, a Resolution By the Finance Committee - To Rescind \$280.00 for Unpaid Permit Fees Special Assessment to Firehouse LLC (Carmen Pillizzi), 6820 Sheridan Road (Parcel #05-123-06-432-011) (Amends Resolution #123-11) (District #3)**. A hearing was held. The Property Owner did not appear. Upon roll call, the vote was: Ayes 15, Nays 0. The motion carried.
- H.5. A motion was made by Alderperson Ohnstad and seconded by Alderperson Bogdala: To concur with the recommendation of the Finance Committee and pass **RESOLUTION NO. 142-11, a Resolution By the Finance Committee – To adopt an Initial Resolution Authorizing the borrowing of Not to Exceed \$3,700,000; Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor; and Levying a Tax in Connection Therewith**. Discussion ensued. Upon roll call, the vote was: Ayes 13, Nays 1 (*with Alderperson Juliana voting nay*), Abstain 1 (*with Alderperson Nudo abstaining to vote*). The motion carried.
- H.6. A motion was made by Alderperson Juliana and seconded by Alderperson Ohnstad: To concur with the recommendation of the Finance Committee and pass **RESOLUTION NO. 143-11, a Resolution By the Mayor – To Place Special Assessments against Benefited Parcels of Property on the 2011 Real Estate Tax Roll for Delinquent Storm Water Bills in an Amount not to Exceed \$453,033.48**. A hearing was held. No one spoke for or against this item. Upon roll call, the vote on the original motion was: Ayes 15, Nays 0. The motion carried.
- H.7. A motion was made by Alderperson Marks and seconded by Alderperson Ohnstad: To DEFER for two (2) weeks the proposed Resolution By the Mayor – To Reorganize Certain Operations of the City of Kenosha with Respect to the Departments of City Development and Neighborhood Services and Inspections and to Subsequently Create the Department of Community Development and Inspections. Discussion ensued. Upon voice vote, the motion carried.

A motion was made by Alderperson Kennedy and seconded by Alderperson Downing: To approve agenda items I1 through K2 by omnibus vote after being read by the clerk, as follows:

#### I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

A motion was made by Alderperson Prozanski and seconded by Alderperson Green: To approve items I1 through L1 by omnibus vote after being read by the Clerk, as follows:

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

**J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS – None.**

**K. OTHER CONTRACTS AND AGREEMENTS**

- K.1. Approval of Lease between the City of Kenosha, Wisconsin and the Italian American Society, Inc. for parcel located at 22<sup>nd</sup> Avenue and 53<sup>rd</sup> Street (*Parcel #09-222-36-401-010*) (*District #7*).
- K.2. Approval of Intergovernmental Agreement for the Former Chrysler Engine Plant between the City of Kenosha and the Wisconsin Department of Natural Resources (*District #10*).

Upon roll call, the vote was: 15 Ayes, 0 Nays. The motion carried.

- K.3. A motion was made by Alderperson Downing and seconded by Alderperson Ohnstad: To Approve the Proposed Settlement Agreement and Release of Litigation regarding Adams Outdoor Advertising v. City of Kenosha, Case No. 10C-776 (U.S. Federal Court Eastern District of Wisconsin). K.3.1. A motion was made by Alderperson Downing and seconded by Alderperson Ruffolo: To move into Closed Session regarding this item, pursuant to 19.85 (1) (g), Wisconsin Statutes. The voice vote was unanimous and the motion carried at 8:59 p.m. Alderperson Bostrom did not attend or participate in the closed session. K.3.2. A motion was made by Alderperson Nudo and seconded by Alderperson Juliana: To reconvene into Open Session. The voice vote was unanimous, and the meeting reconvened at approximately 9:05 p.m. Upon action of the original motion by roll call, the vote was: Ayes 13, Nays 0, Abstain 2 (*with Alderpersons Haugaard and Bostrom abstaining to vote*). The motion carried.

A motion was made by Alderperson Nudo and seconded by Alderperson LaMacchia: To approve agenda items K4 through L1 by omnibus vote after being read by the clerk, as follows:

- K.4. Approval of the Offering of Price for Right-of-way Acquisition for Project 08-1021 39<sup>th</sup> Avenue Construction (*18<sup>th</sup> Street to 24<sup>th</sup> Street*) (*District #5*).

**L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE**

- L.1. Approve the Disbursement Record #20 in the amount of \$3,644,445.88.

Upon roll call, the vote was: Ayes 15, Nays 0. The motion carried.

- L.2. A motion was made by Alderperson Ohnstad and seconded by Alderperson Ruffalo: To concur with the Finance Committee's Recommendation: To Approve Refund and Waive Administrative Fees for Daily Cabaret License Applications for October 20 and October 21 to Bacchus Billiards, LLC (Brian D'Angelo, Agent) located at 5010 7<sup>th</sup> Avenue (*Deep Blues*) (*District #2*). Upon roll call, the vote was: Ayes 14, Nays 1 (*with Alderperson Nudo voting nay*). The motion carried.
- L.3. A motion was made by Alderperson Bogdala and seconded by Alderperson Ohnstad To concur with the Finance Committee's Recommendation: To Approve the Request to Rescind Certain Fees to Matthew & Leanne Lavery, 6833 154<sup>th</sup> Avenue (*Parcel #03-121-03-405-057*) (*District #17*), as follows: a. To Rescind Erosion Control Reinspection Fee in the Amount of \$90.00, b. To Rescind Erosion Control Reinspection Fee in the Amount of \$180.00. A hearing was held. Matt Lavery, the Property Owner, appeared and testified. Upon roll call, the vote was: Ayes 15, Nays 0. The motion carried.
- L.4. A motion was made by Alderperson Bogdala and seconded by Alderperson Ohnstad: To concur with the Finance Committee's Recommendation: To Approve the Request from Maple Lane, LLC to Rescind Board-up Fees in the Amount of 246.12 for 8750 Sheridan Road (*Parcel #06-123-18-278-011*) (*District #9*). A hearing was held. The Property Owner did not appear. Upon roll call, the vote was: Ayes 15, Nays 0. The motion carried.

#### **M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS**

A motion was made by Alderperson Ruffolo and seconded by Alderperson Nudo: To concur with the recommendations from the Public Works Committee and approve items M1 and M2 by omnibus vote, after being read by the Clerk, as follows:

- M.1. Approve Final Acceptance of Project 11-1420 Park Field Office Building Tuckpointing (*3617 65<sup>th</sup> Street*) completed by Custom Restoration, Inc., (*Pewaukee, Wisconsin*), in the amount of \$100,686.92 (*District #11*).
- M2. Approve Final Acceptance of Project 11-1027 Epoxy Pavement Markings (*Citywide Locations*) completed by Century Fence Co. (*Pewaukee, Wisconsin*), in the amount of \$91,491.90 (*All Districts*).

Upon roll call, the vote was: Ayes 15, Nays 0. The motion carried.

#### **N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE – None.**

#### **O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS**

- O.1. A motion was made by Alderperson Kennedy and seconded by Alderperson Michalski: To concur with the recommendation of the City Plan Commission to approve a Conditional Use

Permit for a 2,862 s.f. Restaurant with a drive-thru to be located at 4002 52<sup>nd</sup> Street (*Taco Bell*) (*District #10*). A public hearing was held. The Applicant's representative, Greg Kautzenheiser, appeared and testified. Upon roll call, the vote was: Ayes 15, Nays 0. The motion carried.

- O.2. A motion was made by Alderperson Kennedy and seconded by Alderperson Nudo: To concur with the recommendation of the City Plan Commission to approve a Conditional Use Permit for a 1,875 s.f. addition to Aurora Medical Center at 10400 75<sup>th</sup> Street (*Aurora Medical Center*) (*District #17*). A public hearing was held. The Applicant's representative, Steve Rousch, appeared, testified and was questioned by the Common Council pertaining to premature work. Discussion ensued. Upon roll call, the vote was: Ayes 13, Nays 2 (*with Alderpersons Kennedy and Bogdala voting nay*). The motion carried.
- O.3. A motion was made by Alderperson Michalski and seconded by Alderperson LaMacchia: To concur with the recommendation of the City Plan Commission to approve a Conditional Use Permit for a multi-family residential development to be located east of 30<sup>th</sup> Avenue, north and south of 21<sup>st</sup> Street (*Sun Pointe Village*) (*District #5*). A public hearing was held. The Applicant's representative, Jonah Hetland, appeared and testified. Discussion ensued. Upon roll call, the vote was: Ayes 10, Nays 4 (*with Alderpersons Kennedy, Ruffalo, Ruffolo, and Marks voting nay*), Abstain 1 (*with Alderperson Nudo abstaining to vote*). The motion carried.

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

The Mayor and members of the Common Council congratulated Bradford High School, their Football Team and Coaches, on their state title.

**ADJOURNMENT**

There being no further business to come before the Common Council, it was moved by Alderperson Ohnstad and seconded by Alderperson Downing: To adjourn the meeting at 9:28 p.m. The voice vote was unanimous and the motion carried.

Approved:

**KEITH G. BOSMAN**  
**MAYOR**

Attest:

**MICHAEL HIGGINS**  
**CITY CLERK**

**COMMITTEE OF THE WHOLE  
OFFICIAL PROCEEDINGS**

**Monday, November 28, 2011**

**Keith G. Bosman, Mayor                      Michael K. Higgins, City Clerk  
Council Chambers – Room 200 – Kenosha Municipal Building**

At a special meeting of the Committee of the Whole this evening, His Honor, Mayor Keith G. Bosman presided. The meeting was called to order at 5:31 p.m., which was held immediately following the Committee of the Whole meeting.

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

1. 2012 – 2016 Capital Improvement Plan: A motion was made by Alderperson Ohnstad and seconded by Alderperson Juliana: To make a recommendation to approve: Resolution By the Committee on Finance - To Approve the 2012 – 2016 Capital Improvement Plan. Discussion ensued. Upon roll call, the vote was: Ayes 17, Nays 0. The motion carried.
  
2. 2012 City of Kenosha Operating Budget: A motion was made by Alderperson Ohnstad and seconded by Alderperson Prozanski: To make a recommendation to approve, as recommended by the Finance Committee: Resolution by the Committee on Finance – Adopting the 2012 City of Kenosha Operating Budget, Making Appropriations and Levying 2011 Property Taxes. Discussion ensued. 2.1. A motion was made by Alderperson Bogdala and seconded by Alderperson Nudo: To amend the proposed 2012 budget as provided, which is attached hereto and incorporated into these minutes by reference. Discussion ensued. Upon roll call, the vote was: Ayes 8, Nays 9 (*with Alderpersons Haugaard, Kennedy, Prozanski, Orth, Michalski, LaMacchia, Ohnstad, Juliana and Marks voting nay*). The motion failed. 2. The vote was then taken on the original motion. Upon roll call, the vote was: Ayes 9, Nays 8 (*with Alderpersons Nudo, Bostrom, Misner, Downing, Bogdala, Ruffalo, Ruffolo, and Green voting nay*). The motion carried.

A motion was made by Alderperson Kennedy and seconded by Alderperson Ohnstad: To take a five minute recess. Upon voice vote, the motion carried and the meeting was recessed at 5:43 p.m. The meeting reconvened at 5:52 p.m. and was called to order by the Mayor.

3. 2012 Special Revenue Fund – Recycling & Yard Waste: A motion was made by Alderperson Ohnstad and seconded by Alderperson Juliana: To make a recommendation to approve: the 2012 Special Revenue Fund – Recycling & Yard Waste. Upon roll call, the vote was: Ayes 12, Nays 5 (*with Alderpersons Nudo, Bostrom, Misner, Bogdala, and Green voting nay*). The motion carried.
  
4. 2012 Special Revenue Fund – Emergency Medical Services: A motion was made by Alderperson Michalski and seconded by Alderperson Juliana: To make a recommendation to approve: the 2012 Special Revenue Fund – Emergency Medical Services. Upon roll call, the vote was: Ayes 12, Nays 4 (*with Alderpersons Nudo, Bostrom, Bogdala, and Green voting nay*). The motion carried.

5. 2012 Special Revenue Fund – Community Promotions: A motion was made by Alderperson Marks and seconded by Alderperson Juliana: To make a recommendation to approve: the 2012 Special Revenue Fund – Community Promotions. Upon roll call, the vote was: Ayes 11, Nays 5 (*with Alderpersons Nudo, Bostrom, Bogdala, Ruffolo, and Green voting nay*). The motion carried.
6. 2012 Public Library Tax Levy: A motion was made by Alderperson Marks and seconded by Alderperson LaMacchia: To make a recommendation to approve: the 2012 Public Library Tax Levy. Upon roll call, the vote was: Ayes 12, Nays 5 (*with Alderpersons Nudo, Bostrom, Misner, Bogdala, and Green voting nay*). The motion carried.
7. 2012 Public Museum Budget: A motion was made by Alderperson Marks and seconded by Alderperson Ohnstad: To make a recommendation to approve: the 2012 Public Museum Budget. Upon roll call, the vote was: Ayes 11, Nays 6 (*with Alderpersons Nudo, Bostrom, Misner, Downing, Bogdala, and Green voting nay*). The motion carried.
8. Resolution By the Mayor – To approve the 2012 Budget and Operating Plan of the Kenosha Lakeshore Business Improvement District (BID) and to levy Special Assessments: A motion was made by Alderperson Marks and seconded by Alderperson Ohnstad: To make a recommendation to approve: Resolution By the Mayor – To approve the 2012 Budget and Operating Plan of the Kenosha Lakeshore Business Improvement District (BID) and to levy Special Assessments. Upon roll call, the vote was: Ayes 11, Nays 6 (*with Alderpersons Nudo, Bostrom, Misner, Downing, Bogdala and Green voting nay*). The motion carried.
9. Resolution By the Mayor– To Amend Resolution No. 158-09, Adopted on December 2, 2009, Which Amended Emergency Medical Service User Fees in Accordance With Section 2.20 of the Code of General Ordinances: A motion was made by Alderperson Ohnstad and seconded by Alderperson Juliana: To make a recommendation to approve: Resolution By the Mayor– To Amend Resolution No. 158-09, Adopted on December 2, 2009, Which Amended Emergency Medical Service User Fees in Accordance With Section 2.20 of the Code of General Ordinances. Upon roll call, the vote was: Ayes 10, Nays 7 (*with Alderpersons Nudo, Bostrom, Misner, Downing, Bogdala, Ruffolo, and Green voting nay*). The motion carried.
10. Resolution By the Mayor – To Approve the Table of Organization for Various City Departments and Modify the 2012 Compensation Plans for Managerial, Supervisory, Professional and Confidential Employees and for Limited Term, Seasonal, Temporary and Part Time Employees: A motion was made by Alderperson Ohnstad and seconded by Alderperson Juliana: To make a recommendation to approve as amended by the Committee of the Whole: Resolution By the Mayor – To Approve the Table of Organization for Various City Departments and Modify the 2012 Compensation Plans for Managerial, Supervisory, Professional and Confidential Employees and for Limited Term, Seasonal, Temporary and Part Time Employees. Upon roll call, the vote was: Ayes 10, Nays 6 (*with Alderpersons Nudo, Bostrom, Misner, Bogdala, Ruffolo, and Green voting nay*), Abstain 1 (*with Alderperson Downing abstaining to vote*). The motion carried.

11. Resolution By the Mayor – To Establish Stormwater Utility Rates within the City of Kenosha, Wisconsin: A motion was made by Alderperson Juliana and seconded by Alderperson Ohnstad: To make a recommendation to approve: Resolution By the Mayor – To Establish Stormwater Utility Rates within the City of Kenosha, Wisconsin. Upon roll call, the vote was: Ayes 10, Nays 7 (*with Alderpersons Nudo, Bostrom, Misner, Bogdala, Michalski, Ruffolo, and Green voting nay*). The motion carried.
  
12. Approval of the lease between the City of Kenosha and the Kenosha Public Library: A motion was made by Alderperson Ohnstad and seconded by Alderperson Juliana: To make a recommendation to: Approve the lease between the City of Kenosha and the Kenosha Public Library. Upon roll call, the vote was: Ayes 12, Nays 5 (*with Alderpersons Nudo, Bostrom, Misner, Bogdala, and Green voting nay*). The motion carried.

**ADJOURNMENT**

A motion was made by Alderperson Kennedy and seconded by Alderperson Ohnstad: To rise from the Committee of the Whole. The voice vote was unanimous and the motion carried.

There being no further business to come before the Common Council, it was moved by Alderperson Marks and seconded by Alderperson Juliana: To adjourn the meeting at 7:07 p.m. The voice vote was unanimous and the motion carried.

Approved:

**KEITH G. BOSMAN  
MAYOR**

Attest:

**MICHAEL HIGGINS  
CITY CLERK**

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS**

**Monday, November 28, 2011**

**Keith G. Bosman, Mayor                      Michael K. Higgins, City Clerk  
Council Chambers – Room 200 – Kenosha Municipal Building**

At a special meeting of the Common Council this evening, His Honor, Mayor Keith G. Bosman presided. The meeting was called to order at 5:03 p.m.

Upon Roll Call, the following members of the Common Council were present: Alderpersons Bogdala, Bostrom, Downing, Green, Haugaard, Juliana, Kennedy, LaMacchia Marks, Michalski, Nudo, Ohnstad, Orth, Prozanski, Ruffalo and Ruffolo. Alderperson Misner arrived during the public hearing.

A moment of silence was followed by the Pledge of Allegiance led by Mayor Bosman.

1. Public Hearing on the 2012 – 2016 Capital Improvement Plan. A public hearing was held. One (1) citizen testified, as follows: John Fox, 4803 7<sup>th</sup> Avenue, Kenosha.
2. Public Hearing on the 2012 City of Kenosha Budget. A public hearing was held. Eight (8) citizens testified, as follows:
  - Ron Frederick, 6038 34<sup>th</sup> Avenue
  - Sandy Milligan, 6603 Pershing
  - Bob Danberk, 7626 27<sup>th</sup> Avenue
  - Pauline Waara, 1413 87<sup>th</sup> Street
  - Michael Maki, 4803 34<sup>th</sup> Avenue
  - Richard Christansen, 3406 23<sup>rd</sup> Avenue
  - Ray Forganni, 8731 45<sup>th</sup> Avenue
  - David Molinaro, 1000 55<sup>th</sup> Street

**ADJOURNMENT**

There being no further business to come before the Common Council, it was moved by Alderperson Ohnstad and seconded by Alderperson Prozanski: To adjourn the meeting at 5:30 p.m. The voice vote was unanimous and the motion carried.

Approved:

**KEITH G. BOSMAN  
MAYOR**

Attest:

**MICHAEL HIGGINS  
CITY CLERK**

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS**

**Tuesday, November 29, 2011**

**Keith G. Bosman, Mayor                      Michael K. Higgins, City Clerk  
Council Chambers – Room 200 – Kenosha Municipal Building**

At a special meeting of the Common Council this evening, His Honor, Mayor Keith G. Bosman presided. The meeting was called to order at 5:03 p.m.

Upon Roll Call, the following members of the Common Council were present: Alderpersons Bogdala, Bostrom, Downing, Green, Haugaard, Juliana, Kennedy, LaMacchia Marks, Michalski, Misner, Nudo, Ohnstad, Orth, Prozanski, Ruffalo and Ruffolo.

A moment of silence was followed by the Pledge of Allegiance led by Mayor Bosman.

**H. RESOLUTIONS**

- H.1. A motion was made by Alderperson Kennedy and seconded by Alderperson LaMacchia: To concur with the Committee of the Whole and pass **RESOLUTION NO. 144-11, a Resolution By the Committee on Finance - To Approve the 2012 – 2016 Capital Improvement Plan.** Upon roll call, the vote was: Ayes 17, Nays 0. The motion carried.
- H.2. A motion was made by Alderperson Ohnstad and seconded by Alderperson Juliana: To concur with the Committee of the Whole and pass **RESOLUTION NO. 145-11, a Resolution by the Committee on Finance – Adopting the 2012 City of Kenosha Operating Budget, Making Appropriations and Levying 2011 Property Taxes.** H.2.1. A motion was made by Alderperson Bogdala and seconded by Alderperson Misner: To amend the proposed 2012 budget as provided, which is attached hereto and incorporated into these minutes by reference. Discussion ensued. Upon roll call, the vote was: Ayes 8, Nays 9 (*with Alderpersons Haugaard, Kennedy, Prozanski, Orth, Michalski, LaMacchia, Ohnstad, Juliana, and Marks voting nay*). The motion failed. H.2. The vote was then taken on the original motion. Upon roll call, the vote was: Ayes 9, Nays 8 (*with Alderpersons Nudo, Bostrom, Misner, Downing, Bogdala, Ruffalo, Ruffolo, and Green voting nay*). The motion carried.
- H.3. A motion was made by Alderperson Ruffalo and seconded by Alderperson Juliana: To concur with the Committee of the Whole and pass **RESOLUTION NO. 146-11, a Resolution By the Mayor – To approve the 2012 Budget and Operating Plan of the Kenosha Lakeshore Business Improvement District (BID) and to levy Special Assessments.** Discussion ensued. Upon roll call, the vote was: Ayes 11, Nays 6 (*with Alderpersons Nudo, Bostrom, Misner, Downing, Bogdala and Green voting nay*). The motion carried.
- H.4. A motion was made by Alderperson Michalski and seconded by Alderperson LaMacchia: To concur with the Committee of the Whole and pass **RESOLUTION NO. 147-11, a Resolution By the Mayor– To Amend Resolution No. 158-09, Adopted on December 2, 2009, Which Amended Emergency Medical Service User Fees in Accordance With Section 2.20 of the Code of General Ordinances.** Discussion ensued. Upon roll call, the vote was: Ayes 9, Nays 8

*(with Alderpersons Nudo, Bostrom, Misner, Downing, Bogdala, Ruffalo, Ruffolo, and Green voting nay).* The motion carried.

- H.5. A motion was made by Alderperson Ohnstad and seconded by Alderperson LaMacchia: To concur with the Committee of the Whole pass **RESOLUTION NO. 148-11, a Resolution By the Mayor – To Approve the Table of Organization for Various City Departments and Modify the 2012 Compensation Plans for Managerial, Supervisory, Professional and Confidential Employees and for Limited Term, Seasonal, Temporary and Part Time Employees.** Discussion ensued. Upon roll call, the vote was: Ayes 9, Nays 8 *(with Alderpersons Nudo, Bostrom, Misner, Downing, Bogdala, Ruffalo, Ruffolo, and Green voting nay).* The motion carried.
- H.6. A motion was made by Alderperson Marks and seconded by Alderperson Juliana: To concur with the Committee of the Whole and pass **RESOLUTION NO. 149-11, a Resolution By the Mayor – To Establish Stormwater Utility Rates within the City of Kenosha, Wisconsin.** Discussion ensued. Upon roll call, the vote was: Ayes 9, Nays 8 *(with Alderpersons Nudo, Bostrom, Misner, Downing, Bogdala, Michaliski, Ruffolo, and Green voting nay).* The motion carried.

#### **K. OTHER CONTRACTS AND AGREEMENTS**

- K.7. A motion was made by Alderperson Marks and seconded by Alderperson Ohnstad: To concur with the Committee of the Whole and Approve the lease between the City of Kenosha and the Kenosha Public Library. Discussion ensued. Upon roll call, the vote was: Ayes 9, Nays 8 *(with Alderpersons Nudo, Bostrom, Misner, Downing, Bogdala, Ruffalo, Ruffolo, and Green voting nay).* The motion carried.

#### **ADJOURNMENT**

There being no further business to come before the Common Council, it was moved by Alderperson Ohnstad and seconded by Alderperson LaMacchia: To adjourn the meeting at 5:40 p.m. The voice vote was unanimous and the motion carried.

Approved:

**KEITH G. BOSMAN**  
**MAYOR**

Attest:

**MICHAEL HIGGINS**  
**CITY CLERK**

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS**

**Friday, December 2, 2011**

**Keith G. Bosman, Mayor                      Michael K. Higgins, City Clerk**  
**Council Chambers – Room 200 – Kenosha Municipal Building**

At a special meeting of the Common Council this evening, His Honor, Mayor Keith G. Bosman presided. The meeting was called to order at 6:00 p.m.

Upon Roll Call, the following members of the Common Council were present: Alderpersons Bogdala, Bostrom, Downing, Green, LaMacchia Marks, Michalski, Misner, Ohnstad, Orth, Prozanski, Ruffalo and Ruffolo. Alderperson Kennedy arrived at 6:03 p.m. Alderpersons Haugaard, Juliana, and Nudo were excused.

Mayor Bosman led the Pledge of Allegiance.

**F. ORDINANCE**

F.1. A motion was made by Alderperson Bogdala and seconded by Alderperson Green: To approve **ORDINANCE NO. 67-11, an Ordinance By Alderperson David F. Bogdala – To Repeal and Create Section 1.01 D. of the Code of General Ordinances Entitled “Aldermanic District Boundaries for the City of Kenosha, Wisconsin based upon the 2010 US Census”**. A public hearing was held. No one spoke for or against this item. Discussion ensued. Upon roll call, the vote was: Ayes 12, Nays 2. The motion carried.

**ADJOURNMENT**

There being no further business to come before the Common Council, it was moved by Alderperson Green and seconded by Alderperson LaMacchia: To adjourn the meeting at 6:14 p.m. The voice vote was unanimous and the motion carried.

Approved:

**KEITH G. BOSMAN  
MAYOR**

Attest:

**MICHAEL HIGGINS  
CITY CLERK**



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

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Building Inspection

Property Maintenance

Zoning Enforcement

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

FROM: Paula A. Blise, Zoning Coordinator *P. Blise*  
Department of Neighborhood Services and Inspections

SUBJECT: Special Exception Request to install solid brick winged piers in the  
front yard of 4200 20th Place and 4301 20th Place  
Petitioners: Kyle C. and Kevin Deaton (4th District)

**December 5, 2011 Common Council Agenda Item**

DATE: November 23, 2011

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The petitioners are requesting permission to install solid brick winged piers, as part of a gate installation project.

The City of Kenosha fence code stipulates that residential front yard fences be 50% percent open (see-through), and be of split rail, wrought iron or picket design.

The petitioners propose to install wrought iron gating, with brick columns and solid brick winged piers.

The fence code requirement was enacted to ensure that residential front yard fencing is decorative and an aesthetic enhancement in residential areas.

The petitioners' proposal, in my opinion, meets this fence code objective.

:pab

c. G. John Ruffolo, Alderperson, 4th District

November 18, 2011

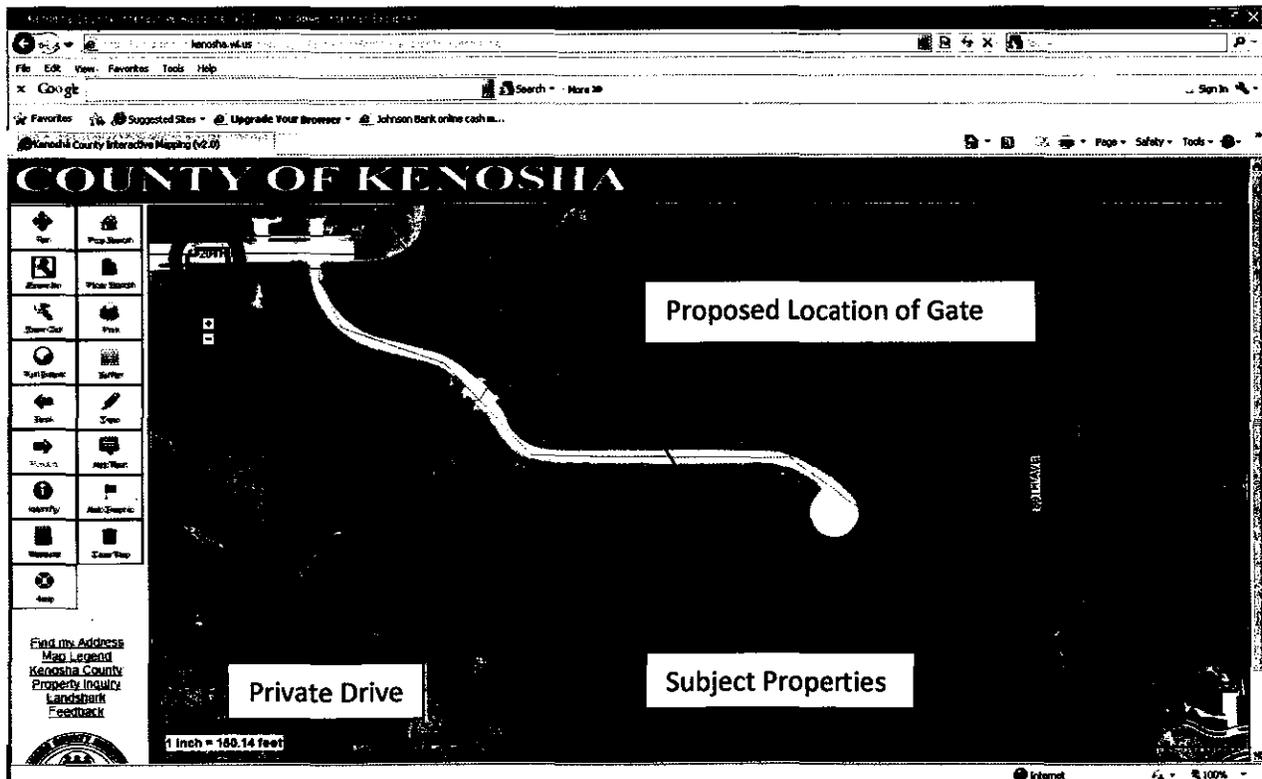
To Whom It May Concern:

We are requesting a variance to construct bricked columns, attached to a wrought iron gate, on a private access drive that services a 20 acre parcel we recently purchased with two other partners. These columns will also have extensions on both sides for structural integrity and aesthetic purposes (see attached example photos). The twenty (20) acre property has previously been subdivided into four (4) separate tax parcels, each containing 5 acres of land. The private drive extends through majority of the property and will eventually be access point for the four (4) home sites. This existing private drive has become an easy target for dumping and trespassing, thus resulting in the need to control access onto the site. This variance request is being submitted on behalf of all four (4) property owners that receive access to their site via this private drive. An agreement has been signed by all owners impacted by this gate, agreeing to seek the variance and install the gate upon approval from the City of Kenosha.

**Background**

We were told that the plans do not conform to the city's restrictions and requirements due to the fact that the City does not allow solid structures/walls/fences. We wish to better explain our intentions and request a variance be granted.

Below is a map of the property. Note the private drive with cul-de-sac. There is no vehicle access from the private drive to the new 39<sup>th</sup> Avenue extension. The only access to these residential lots is via the private drive off of 20<sup>th</sup> Place.



*Aerial View of four 5 acre lots with private drive*

**Rationale**

The main reason for the gate construction is to prohibit illegal dumping and congregating that has been a serious issue on the property for some time. On Saturday, November 12<sup>th</sup> we spent approximately six (6) hours cleaning out the trash that has been dumped on the property at the end of the private drive. There were approximately a dozen tires, numerous pallets, trash bags, compost bags, and many alcoholic containers and bottles. By the looks of it, people are not only using our property as a dumping ground but they are also using it to host parties. There were literally hundreds of beer cans and dozens of liquor bottles, as well as a makeshift bench for people to rest on. Needless to say, trespassing has become a major issue. Once constructed, the gate will permanently block drivers from entry onto the private drive and help curtail the trespassing on the property, helping to eliminate the trespassing, congregating, and illegal dumping on the site. Simply put, we wish to secure our property from all of the illegal activity we have already had (and had to remove).

In addition to the gate, we are currently in the process of planting 70 – 80 trees around the property to discourage trespassing for those who would otherwise maneuver around the proposed gate. These trees will provide the lots with privacy and also prevent trespassing. In total, the four (4) lot owners are spending approximately \$10,000 on the installation of additional trees on the site. This work should be completed by November 18, 2011.

**Project**

We have obtained bids for the project and are ready to begin work immediately upon City approval. We are planning to construct the columns as soon as the lots have been assigned addresses. The process began during the week of November 14<sup>th</sup>. The gate will cost \$7,900 when complete. The gate columns will be constructed of brick, with an iron gate that crosses the private drive. Below are sample photos of a similar gate that services a home that sits on a 4 acre parcel in Pleasant Prairie. The proposed gate will be very similar in construction and even use the same color brick. The contractor will be running conduit inside the columns so the gate area can be illuminated once homes are constructed. The gate will be electric powered so that the residents using the drive can open and close the gate on demand. There will also be a manual override on one of the columns in case of emergency or power failure. Please review the following pictures as a reference for what is planned.



*Rear View of Example Gate - Open Gate*

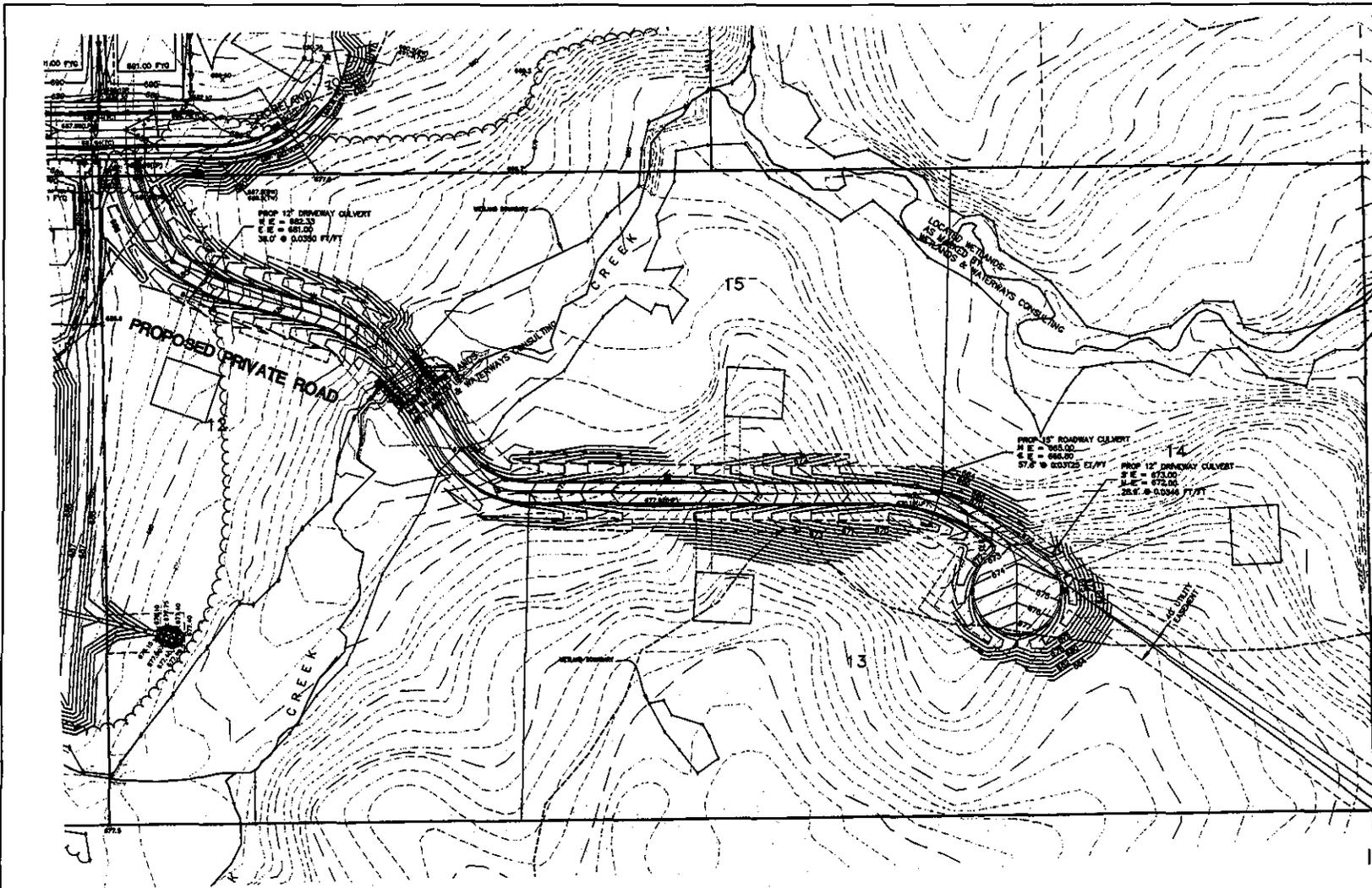
We admire the fence that Kenosha Memorial Hospital has recently installed on their grounds along Sheridan Road. It, too, is made of brick and does not have the required holes in the "fencing." We have also noticed that Jockey was allowed a similar structure on their 60<sup>th</sup> Street property. Our gate will have similar construction, craftsmanship, and material. Obviously, we realize that those are commercial properties, but ultimately we will be improving the property conditions just as they have. This gate will be an attractive structure, while also serving a valuable purpose.

Should you have any questions or concerns about this project, we would be happy to discuss them in detail. Please see our contact information below.

Kyle C. Deaton  
Home Address:  
7848 5<sup>th</sup> Court  
Kenosha, WI 53143  
Home Phone: 262-620-4715  
Business Phone: 262-657-7733 ext 30  
[kyle@gatewaymortgagecorp.com](mailto:kyle@gatewaymortgagecorp.com)

Kevin J. Deaton  
Home Address:  
4814 23<sup>rd</sup> Place  
Kenosha, WI 53144  
Home Phone: 262-308-2762  
Business Phone: 262-657-7733 ext 32  
[kevin@gatewaymortgagecorp.com](mailto:kevin@gatewaymortgagecorp.com)





**LEGEND**

---○---	EXISTING 1' CONTOUR LINE
---○---	EXISTING 5' CONTOUR LINE
○	EXISTING SPOT ELEVATION
---○---	PROPOSED 1' CONTOUR LINE
---○---	PROPOSED 5' CONTOUR LINE
○	PROPOSED SPOT ELEVATION

NOTE:  
PLEASE SEE SHEETS INT1,  
INT2, & INT3 FOR ENLARGED  
INTERSECTION DETAILS AND  
SPOT GRADES.

NOTE:  
NO TRANSFORMERS OR  
PEDESTALS MAY BE LOCATED  
IN AREAS ON THIS PLAN  
DESIGNATED AS 100-YEAR  
WATER LEVEL.

NOTE:  
ALL DISTURBED AREAS MUST  
BE STABILIZED THROUGH  
PAVING, SEEDING AND  
MULCHING, SODDING OR  
INSTALLATION OF EROSION  
CONTROL MATTING WITHIN  
SEVEN DAYS FROM THE  
COMPLETION OF GRADING.



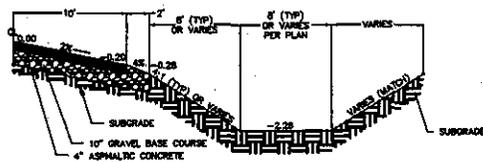
NATIONAL SURVEY & ENGINEERING ASSUMES NO  
RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS  
RESULTING FROM CHANGES OR ALTERATIONS MADE  
TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN  
CONSENT OF NATIONAL SURVEY & ENGINEERING.

THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS  
SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY  
BE OTHER UNDERGROUND UTILITY INSTALLATIONS  
WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

CONTRACTOR SHALL PROVIDE EROSION CONTROL  
FACILITIES IN ACCORDANCE WITH THE CITY OF KENOSHA  
EROSION CONTROL ORDINANCE AND THE WISCONSIN  
CONSTRUCTION SITE BEST MANAGEMENT PRACTICE  
HANDBOOK.

NOTE:  
THE BIO-SWALES SHOWN ON SHEET E1 OF THESE PLANS ACCOUNT FOR  
THE STORM WATER REQUIREMENT FOR THE PRIVATE ROAD. THE GRADING  
& DRAINAGE PLAN FOR LOTS 12, 13, 14, & 15 SHALL BE DETERMINED  
AND APPROVED AT THE TIME OF OBTAINING THE BUILDING PERMIT. EACH  
SURVEY WILL BE REQUIRED TO SHOW THE BUILDING PAD, IMPERVIOUS  
SURFACES, AND THE APPROPRIATE STORM WATER DRAINAGE FACILITY.  
THESE FACILITIES MAY INCLUDE BIO-DETENTION SWALES, RAIN GARDENS,  
OR SMALL TRAPS WHOSE SIZE WOULD BE DETERMINED IN THE STORM  
WATER REPORT REQUIRED AS PART OF THE BUILDING PERMIT. SEE  
SHEET E1 FOR BIO-SWALE DETAIL.

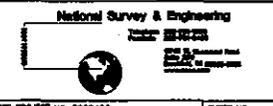
**TYPICAL SECTION  
PRIVATE ROAD**



**ISSUED FOR CONSTRUCTION**

PROJECT MANAGER: THOMAS L. FLAHERTY, P.E.  
**RIVERWOODS PHASE 1  
CITY OF KENOSHA**

**GRADING PLAN**



HSE PROJECT NO. 3080420 SHEET NO. 61  
DATE: 12/27/07 SCALE: 1"=80'

REVISIONS	
DATE	BY

**ILLUSTRATION OF GATE/COLUMN AND BRICK PIER PROPOSAL**



**ILLUSTRATION OF GATE/COLUMN AND BRICK PIER PROPOSAL**



**ILLUSTRATION OF GATE/COLUMN AND BRICK PIER PROPOSAL**



**ILLUSTRATION OF GATE/COLUMN AND BRICK PIER PROPOSAL**



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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
11/11/11	VALID	Jennifer L. Lakvold	09/19/73

Address of Applicant:	Business (where license is to be used):	Business Address:
5906-19th Avenue	KMart	4100-52nd St

License Number: 708

Expiration Date: 06/30/13

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
12-24-06	CHILD ABUSE Disorderly Conduct 2007CF123	GUILTY- REDUCED CHARGE	Y	20

City Attorney Recommendation:

Offense Demerit Points (above)	20
Were all Offenses Listed on Application?	Y
Total Demerit Points	20

X	Grant, Subject to	20	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, false application		
City Attorney Comments:			

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
11/15/11	VALID	Jacqueline C. King	11/01/58

Address of Applicant:	Business (where license is to be used):	Business Address:
6107 Sheridan Road	KMart	4100-52nd Street
License Number: 712		Expiration Date: 06/30/13

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
08-09-11	LIQUOR LICENSE VIOLATION	GUILTY	Y	20

**City Attorney Recommendation:**

Offense Demerit Points (above)	20
Were all Offenses Listed on Application?	Y
Total Demerit Points	20

<input checked="" type="checkbox"/>	Grant, Subject to	20	Demerit Points
DENY, based on material police record (substantially related to the license activity)			
DENY, false application			
City Attorney Comments:			

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

**Applicant Information**

<b>Date of Application:</b>	<b>Driver's License Status:</b>	<b>Name of Applicant:</b>	<b>Date of Birth:</b>
11/09/11	ID CARD ONLY	Jessica M. Todd	03/19/86

<b>Address of Applicant:</b>	<b>Business (where license is to be used):</b>	<b>Business Address:</b>
304-60th Street	Business Name	Business Address
License Number:005		Expiration Date:11/09/11

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
02-26-10	OPERATING WHILE INTOXICATED	GUILTY	Y	20

**City Attorney Recommendation:**

Offense Demerit Points (above)	20
Were all Offenses Listed on Application?	Y
Total Demerit Points	20

X	Grant, Subject to	20	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, false application		
City Attorney Comments:			

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
11/11/11	VALID	Jonathon M. LaMothe	10/04/87

Address of Applicant:	Business (where license is to be used):	Business Address:
5311-82nd Street		

License Number: 703

Expiration Date: 06/30/13

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
08-30-08	UNDERAGE LIQUOR VIOLATION	GUILTY	Y	20

City Attorney Recommendation:

Offense Demerit Points (above)	20
Were all Offenses Listed on Application?	Y
Total Demerit Points	20

X	Grant, Subject to	20	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, false application		
City Attorney Comments:			

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
11/15/11	VALID	Kaetlyn J. Rosenberg	02/14/91

Address of Applicant:	Business (where license is to be used):	Business Address:
8750 Sheridan Road #14	Business Name	Business Address
License Number:694		Expiration Date:06/30/13

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
08-12-09	THEFT /SHOPLIFTING \$1-49	GUILTY	Y	20

**City Attorney Recommendation:**

Offense Demerit Points (above)	20
Were all Offenses Listed on Application?	Y
Total Demerit Points	20

X	Grant, Subject to	20	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, false application		
City Attorney Comments:			

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
11/16/11	VALID	Melanie Delara	05/08/86

Address of Applicant:	Business (where license is to be used):	Business Address:
6209-33rd Avenue		
License Number: 120015		Expiration Date: 06/30/13

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-17-10	BATTERY/DV Disorderly Conduct 2010FO1141	GUILTY- REDUCED CHARGE	Y	20

**City Attorney Recommendation:**

Offense Demerit Points (above)	20
Were all Offenses Listed on Application?	Y
Total Demerit Points	20

X	Grant, Subject to	20	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, false application		
City Attorney Comments:			

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
11/15/11	VALID	Tina Denning	12/25/55

Address of Applicant:	Business (where license is to be used):	Business Address:
4720 - 21st Ave		
License Number: 120012		Expiration Date: June 20, 2013

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
	<b>*APPLICANT LISTED: 07-18-1988-THEFT OF GOVERNMENT MONEY-FEDERAL -5 YR SENTENCE</b>	?		?
	1988 <sup>Idaho</sup> Improper Soc. Sec. benefits			

**City Attorney Recommendation:**

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

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

City Attorney Comments:      **DEFER – Need criminal history information regarding charge listed above.**

FOR OFFICE USE ONLY:

License # N12 Issue Date \_\_\_\_\_

Beverage Course OK  HOLD for Beverage Course Initials BW

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  
625-52<sup>nd</sup> 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 30<sup>th</sup> day of June, 2013. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE READ)

Last Name DENNING First Name TINA MI M

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

Date of Birth 12.25.55 Sex F Day Phone # 262-455-5822

Home Address 4720- 21<sup>st</sup> Ave

City/State/Zip Kenosha WI 53140

Email Address mama kong @ yahoo.com

Driver's License or State ID Number WI D552-8135-5965-07  
(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 utilized in the City of Kenosha)

Address of Business Where License is to be Used \_\_\_\_\_

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

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

- 7/13/1982 - Theft of Government Money - Federal 5 year sentence (2/3/88)
- 3/22/1986 - Misdemeanor Poss Marijuana IDAHO - Kootenai County Fine Pd.
- 2/1/1977 - Shoplifting Kenosha - 17766 \$50 Fine Pd.

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

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

4. Have you received any traffic citations in Wisconsin or in any other state within the past five years, or do you have any such citations pending?  Yes  No If yes, state charge, year offense committed or alleged to be committed, and disposition: Failure to yield stop sign 2 years ago IDAHO

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.)

*Cooper's Alene Eagles, Coeur d'Alene School District, North IDAHO College, (Interpreter) (Substitute Teacher / Long Term Sub)*

*Sign Language Interpreter WI Teaching License (social studies, history, sociology) ID and WI Teaching licenses*

7. List all addresses at which you have lived in the past five years: *518 Wallace Ave - Coeur d'Alene, ID*  
*4720 - 21<sup>st</sup> Ave Kenosha, WI - Current*

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: *Lina M. Penning*  
APPLICANT'S SIGNATURE

Date: *11/15/11*

#### APPLICANTS PLEASE READ

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

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

**B. Penalty** 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days. 2) The license 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.

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

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

PAGE 2



*Aerie No. 486*  
***Fraternal Order of Eagles***

209 SHERMAN AVENUE

*Coeur d'Alene, Idaho 83814*

PHONE: 664-8612 OR 664-2218

October 13, 2011

To Whom It May Concern:

It is with pleasure that we recommend Tina Denning for any job that she is applying for.

Tina has served as Lead Bartender and Assistant to the Manager for four years. Our lodge is the largest in the State of Idaho and consists of around 2,300 members. We are a very busy operation and Tina is a very integral part of our success. Along with her excellent bartending skills Tina is also responsible for scheduling and organizing any events held in our facility. This includes scheduling all of our music, organization, and implementing all the details that go into scheduling events and banquets for well over 280 people at a time.

We've found Tina to be extremely organized and very enthusiastic and energetic about her job. She works closely with our manager in making all the decisions that arise on a daily basis. She has gotten along with our staff and is always willing to help out when needed. Never wavering in her loyalty and commitment, she has a great knowledge about this business and always is well prepared and organized.

In short, Tina's attention to detail, willingness to listen, her "self starter" attitude, and never ending strive to improve her effectiveness is why she is such a tremendous asset to our organization. She will be missed but we know she will be successful in anything she tries.

Bill Barlow

Head Trustee to #486

PROB 2  
(REV. 4/84)

UNITED STATES DISTRICT COURT  
DISTRICT OF IDAHO  
PRESENTENCE REPORT

Def. Atty  
 U. S. Atty  
 File

NAME (Last, First, Middle) <b>DENNING, TINA MARIE LOUISE</b>				DICTATION DATE June 28, 1988	
ADDRESS 1410 W. Lacy Avenue Hayden Lake, Idaho 83835			LEGAL RESIDENCE Same		SCHEDULED SENT. DATE July 18, 1988
					DOCKET NO. CR: 88-30014
					CITIZENSHIP United States
AGE 32	RACE White	DATE OF BIRTH December 25, 1955	PLACE OF BIRTH Great Lakes Naval Base,	SEX Female	EDUCATION Thirteen years
MARITAL STATUS Divorced			DEPENDENTS None		SOC. SEC. NO. 397-62-9462
FBI NO.			U.S. MARSHAL NO. 08178-023		OTHER IDENTIFYING NO.

OFFENSE  
18 USC 641-Theft of Government Property.

**CONFIDENTIAL:**  
This report is a privileged Court document. It may be reviewed only upon order of the Court or through authorization of the Court's probation officer. Its contents may not be quoted or otherwise released without specific authority. This report is loaned to your agency and is to be returned after it has served your purposes.

PENALTY  
Ten years, \$250,000, or both  
Plus \$50 Special Assessment

CUSTODIAL STATUS Released on Personal Recognizance (no time in federal custody)	DATE OF ARREST May 17, 1988
--	--------------------------------

PLEA  
Guilty on May 17, 1988

**CERTIFIED TO BE A  
TRUE & EXACT COPY**  
*X Marilyn Rauscher*

**MARILYN RAUSCHER  
-NOTARY PUBLIC -  
STATE OF IDAHO**  
*Comm exp 5/17/2012*

VERDICT  
N/A  
DETAINEES OR CHARGES PENDING  
None Known

OTHER DEFENDANTS  
Mr. Leon Greenfeldt, CR: 88-30009, trial set for August 29, 1988, related case.

ASSISTANT U.S. ATTORNEY Ms. Joanne Rodriguez Boise, Idaho 83724	DEFENSE COUNSEL Mr. Ronald Watson 745 N. 4th Street Coeur d' Alene, Idaho 83814	(appointed)  (208) 664-9500
---	--	-----------------------------------

DISPOSITION  
Custody of the Attorney General, 5 years.

SENTENCING JUDGE Judge Harold L. Ryan	DATE July 18, 1988	PROBATION OFFICER Stuart L. Scott
--	-----------------------	--------------------------------------

Common Council Agenda Item C1

# Wisconsin Department of Public Instruction

## License

FILE NUMBER  
675089

Initial Educator with Stipulations

VALID 7/1/2008 THROUGH 6/30/2013

**TINA MARIE DENNING**

74 EARLY CHILDHOOD to ADOLESCENCE (birth-age 21)    701 BROAD FIELD SOCIAL STUDIES  
74 EARLY CHILDHOOD to ADOLESCENCE (birth-age 21)    725 HISTORY  
74 EARLY CHILDHOOD to ADOLESCENCE (birth-age 21)    745 SOCIOLOGY

— end of record —

This license is non-renewable. The holder must successfully complete a Professional Development Plan as verified by an Initial Educator Team and all stipulations noted by DPI in the enclosed letter to be eligible for a Professional Educator License.



This is to verify that the person named herein has furnished the State Superintendent of Public Instruction with satisfactory evidence of preparation and experience and is licensed for the position, subject, and/or grade herein listed.

IN WITNESS WHEREOF, I HAVE HEREUNTO AFFIXED MY SIGNATURE AND OFFICIAL SEAL.

*Elizabeth Burmaster*  
STATE SUPERINTENDENT

**ENDORSEMENT & REGISTRATION OF CERTIFICATES**

The board of trustees of each school district shall cause the certificates of each holder to be endorsed (a) prior to beginning service for the first time with the district, or (b) in the first year after a new or renewed certificate.

**Registered For Use In:**

School District No. \_\_\_\_\_

Date \_\_\_/\_\_\_/\_\_\_ Signed \_\_\_\_\_

**RENEWAL REQUIREMENTS**

All Idaho Education Credentials must be renewed. Application for renewal must be made on forms supplied by the State Department of Professional-Technical Education. Applications may be made anytime during the year in which the credential expires. Credentials shall be renewed by forwarding a completed application packet consisting of the following:

1. Completed application and appropriate fee.
2. Official transcripts verifying a total of at least six (6) semester credit hours (nine quarter hours) earned within the five-year validity period of the credential being renewed. The validity period is stated on the bottom left corner of the credential. Up to three credits (45 clock hours) of Idaho district approved inservice participation may apply toward the requirement of six (6) semester credits.

Coursework at the 100 level or above which appears on an official transcript from an accredited college or university will be accepted. Credits must be verified by official transcripts. Credits may not be held from one renewal period to the next.

Action of the State Board of Education and/or the Idaho Legislature may result in additional coursework and/or testing being required to renew an Idaho Education Credential. Please contact the Teacher Certification Office or the website [www.sde.state.id.us/certification](http://www.sde.state.id.us/certification) for details.

**CERTIFICATION REQUIREMENTS ARE SUBJECT TO CHANGE. THE CERTIFIED PROFESSIONAL IS RESPONSIBLE FOR BEING KNOWLEDGEABLE ABOUT CURRENT AND REVISED REGULATIONS.**

**IDAHO EDUCATION CREDENTIAL**

**TINA M. DENNING**

has fulfilled requirements of State law and the State Board of Education and is issued the following certificates and endorsements.

- Standard Secondary
- Social Studies 6/12
- History 6/12
- Sociology 6/12
- American Sign Language K/12
- Drama 6/12

Valid 09/01/2007 - 09/01/2012  
Issued 02/28/2008



Common Council Agenda Item # \_\_\_\_\_ State Superintendent of Public Instruction

To Whom It May Concern:

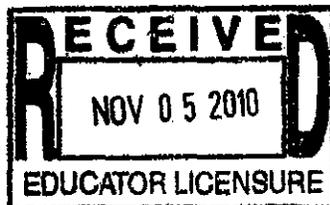
I was convicted of the felony, "Theft of Government Money" in 1988 and was tried in Federal Court in Moscow, Idaho. I received a five-year sentence. I went to Geiger Correctional Facility in Spokane, Washington on August 3, 1988. I served two years within Geiger and was released to a halfway house in Lynnwood, Washington in May of 1990. I stayed in the halfway house for two months and was able to secure my own living quarters and employment.

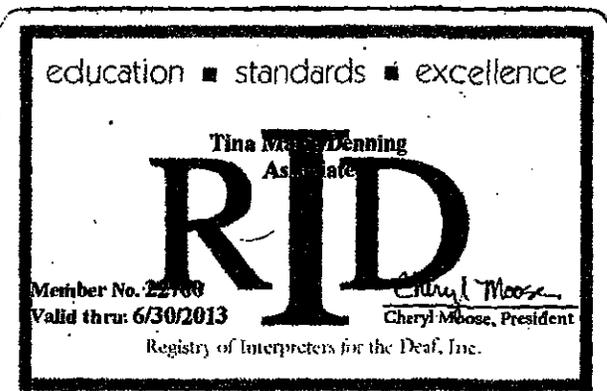
Following my release and while living in Seattle I was on parole for two years; 1990-1992. My parole officer was Doug LeRoy with federal probation. I was released one year early for good behavior.

This crime was committed in Kootenai County, the City of Coeur d'Alene in the State of Idaho. I was a participant with my then husband, Leon Greenfeldt. Mr. Greenfeldt worked for the Social Security Administration and we fraudulently created false documentation to receive SSI. This crime was initiated in 1982 and continued till 1987. At the time of my conviction I was divorced and Mr. Greenfeldt and I were tried separately. My court appointed lawyer was Roland Watson.

These statements are made freely and are accurate.

Tina M. Denning





# State of Washington

## EDUCATION CERTIFICATE

NAME: TINA MARIE DENNING

CERTIFICATE NO.: 471718G

CERTIFICATE TYPE: RESIDENCY TEACHER (FIRST ISSUE)

ISSUE DATE: 05/24/2010

EXPIRATION DATE:

ENDORSEMENTS: HISTORY  
SOCIAL STUDIES

VALID ONLY UNTIL YOU COMPLETE TWO YEARS OF CERTIFICATED  
EMPLOYMENT WITH A PUBLIC SCHOOL DISTRICT, ESD, OR AN  
APPROVED PRIVATE SCHOOL IN WASHINGTON STATE



*Randy Dorn*  
Superintendent of Public Instruction

Alteration Renders This Certificate Null and Void

151159

DO NOT REMOVE THIS PORTION OF THE CERTIFICATE

This certificate authorizes you to practice in Washington State.

\*Endorsement(s) marked with "\*" are based on Out-Of-State program.

Additional information regarding certification is enclosed.

For further information please refer to:

PO BOX 47200, Olympia, WA 98504-7200

Phone: (360) 725-6400

Fax: (360) 586-0145

Email: cert@k12.wa.us

Web: [www.k12.wa.us/certification](http://www.k12.wa.us/certification)

If you receive information from a source other than the OSPI  
Certification Office, it is your responsibility to contact OSPI to  
ensure you have accurate information

CERTIFICATION REQUIREMENTS ARE SUBJECT TO CHANGE. THE CERTIFICATED PRO-  
FESSIONAL IS RESPONSIBLE FOR BEING KNOWLEDGEABLE ABOUT CURRENT AND  
REVISED REGULATIONS. IT IS THE RESPONSIBILITY OF THE CERTIFICATE HOLDER  
TO OBTAIN AND MAINTAIN VALID APPROPRIATE WASHINGTON CERTIFICATION TO  
PRACTICE IN THIS STATE.

## Taxi Driver's License Police Record Report

### Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
11/11/11	VALID	Erich ONeal	03/21/65

Address of Applicant:	Business (where license is to be used):	Business Address:
6750-12th Avenue	Business Name	Business Address
License Number: 120057		Expiration Date: 04/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
08-20-07	OBSTRUCTING TRAFFIC	GUILTY	N	20
03-25-09	FAILURE TO FASTEN SEATBELT	GUILTY	N	10
07-29-09	LICENSE NOT ON PERSON	GUILTY	N	20
10-07-09	FAILURE TO FASTEN SEATBELT	GUILTY	N	10
10-13-09	FAILURE TO FASTEN SEATBELT	GUILTY	N	10
10-15-09	FAILURE TO FASTEN SEATBELT	GUILTY	N	10
10-15-09	FAILURE TO FASTEN SEATBELT	GUILTY	N	10
08-03-11	FAILURE TO FASTEN SEATBELT	GUILTY	Y	10
04-02-07	DRUG/POSSESS MARIJUANA	GUILTY	N	20

**City Attorney Recommendation:**

Offense Demerit Points (above)	120
Were all Offenses Listed on Application?	N
Total Demerit Points	145

	Grant, Subject to	Demerit Points
X	DENY, based on material police record (substantially related to the license activity) & False Application	
	DENY, false application	
City Attorney Comments:		

FOR OFFICE USE ONLY:

License Number N120057 Date Granted \_\_\_\_\_ Date Issued \_\_\_\_\_

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

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

City of Kenosha  
625-52<sup>nd</sup> St, Room 105  
Kenosha, WI 53140  
262-633-4020

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

<u>ONKAL</u>	<u>Erick</u>	
Last Name	First Name	Middle Initial
<u>6750 12<sup>th</sup> AVE</u>	<u>KENOSHA</u>	<u>WI</u>
Address	City	State
		<u>53140</u>
		Zip
<u>3 21 65</u>	<u>05402006510101</u>	<u>03 21 17</u>
Date of Birth	State of Wisconsin Driver's License Number and Expiration Date (Required)	

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

- 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: FAILURE TO PAY \$10.00 SEATBELT TICKET
- 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: SEAT BELT
- 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.)

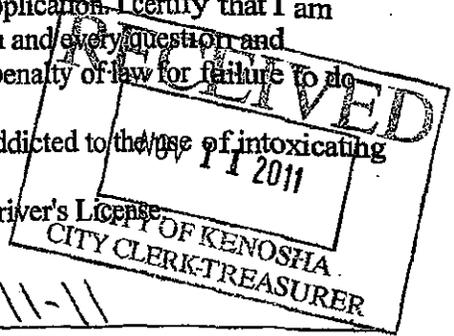
14034 58th Rd Keweenaw Mich

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

6750 12th Ave Kenosha WI 53140

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

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



ERIKH ORRAL

SIGNATURE

11-11-11

DATE

**APPLICANTS PLEASE READ**

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

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

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

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

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

**Taxi Driver's License Police Record Report**  
**Applicant Information**

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
11/10/11	VALID	Brandon L. Sanders	07/08/88

Address of Applicant:	Business (where license is to be used):	Business Address:
7010-14th Avenue	Business Name	Business Address
License Number: N120055		Expiration Date: 04/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-07-07	FAILURE TO OBEY SIGN/SIGNAL	GUILTY	N	20
11-10-07	SPEEDING INTERMEDIATE	GUILTY	Y	40
05-22-09	SPEEDING INTERMEDIATE	GUILTY	N	40
08-13-09	SPEEDING IN EXCESS	GUILTY	N	50
09-18-11	OPERATING WHILE SUSPENDED	DISPO PENDING	N	50
06-26-08	DC/LOUD MUSIC	GUILTY	Y	20
09-18-11	OPERATING M/V WITHOUT LIABILITY INSURANCE	DISPO PENDING	N	N/A

**City Attorney Recommendation:**

Offense Demerit Points (above)	220
Were all Offenses Listed on Application?	N 25
Total Demerit Points	245

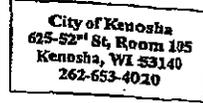
	Grant, Subject to	Demerit Points
X	DENY, based on material police record (substantially related to the license activity)/False Application	
	DENY, false application	
City Attorney Comments:		

FOR OFFICE USE ONLY:

License Number N170055 Date Granted \_\_\_\_\_ Date Issued \_\_\_\_\_

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

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



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

Sanders Brandon L.  
Last Name First Name Middle Initial  
70W 14th ave Kenosha WI 53143 (262) 484-8623  
Address City State Zip Phone Number  
07/08/88 5536-0722-8218-05  
Date of Birth State of Wisconsin Driver's License Number and Expiration Date (Required)

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

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

2. Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other state?  Yes  No If yes, please explain: 3 days in the county jail for a noise violation ticket.

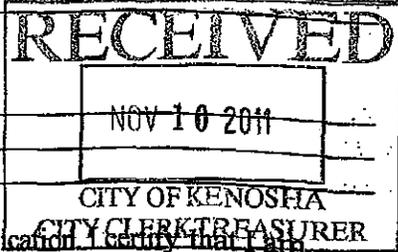
3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state?  Yes  No If yes, please explain: for unpaid ticket

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

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.)  
Yamaha Motor, Yamaha Motors, Affiliated Woods, Burger King  
Unifed solutions, Avato Digital

7. List all addresses at which you have lived in the past five years:  
7612 14th ave



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

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

Brandon J. Sanders  
SIGNATURE

11/10/11  
DATE

**APPLICANTS PLEASE READ**

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

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

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# ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 20 ending June 30 20

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

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): CRISTIANO Nello J.

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 KEETH'S BAR Business Phone Number 262-658-1280  
 4. Address of Premises 1402-52nd STREET Post Office & Zip Code KENOSHA 53140

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

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

10. Legal description (omit if street address is given above): \_\_\_\_\_  
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
 (b) If yes, under what name was license issued? CAROL SPITZER  
 12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5830.5) before beginning business? (phone 1-800-937-8864)  Yes  No  
 13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? (phone (608) 266-2776)  Yes  No  
 14. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor?  Yes  No

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

### SUBSCRIBED AND SWORN TO BEFORE ME

this 23rd day of September, 2011

Randy Johnson  
(Notary Public)

Nello J. Cristiano  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

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

My commission expires 3/17/15

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

### TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>9/23/11</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk/Deputy Clerk
Date license granted	Date license issued	License number issued	

District 7

Applicant's Wisconsin Seller's Permit Number:	
Federal Employer Identification Number (FEIN):	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>350.00</u>
<input type="checkbox"/> Wholesale beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>43.00</u>
<b>TOTAL FEE</b>	\$ <u>393.00</u>

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

Check One:

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

1. Applicant Name Nello J. CRISTIANO  
 2. Business Name KIETH'S BAR

3. Property Information

a. Address 1402-52nd ST.

b. Owner CRISTIANO FAMILY TRUST Nello CRISTIANO TROSTEE

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

d. Square Footage of Building 7500 sqft Assessed Value of Property \$182,500.00

e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business \$1,500.00

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

5. Gross Monthly Revenue

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

Gross Monthly Revenue

Alcoholic Beverages	<u>6,000.00</u>
Food	<u>4,000.00</u>
Other (specify)	<u>1,000.00</u>
Total Gross Monthly Revenue	<u>\$11,000.00</u>

Basis for estimates

PAST BUSINESS EXPERIENCE

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

I WILL EMPLOY AT LEAST 6 PEOPLE, AND ESTABLISH A  
CLEAN WELL LIGHTED ENVIRONMENT FOR THE NEIGHBORHOOD.

7. List other factors the Common Council should consider:

THIS LOCATION HAS BEEN A TAVERN AND ASSET TO THE  
CITY FOR 40 YEARS AND WILL CONTINUE TO BE.

Applicant Signature Nello J. Cristiano

FOR OFFICE USE ONLY

Within a 6 block radius:

Class "B" Beer only \_\_\_\_\_ Class B Combination \_\_\_\_\_ Class "A" Beer \_\_\_\_\_ "Class A" Liquor \_\_\_\_\_ "Class C" Wine \_\_\_\_\_

LICENSE SURRENDER

STATE OF WISCONSIN

KENOSHA COUNTY } SS

CAROL MARIE SPITZER

(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) 120062 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:

Nello J. CRISTIANO

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) # 120062, to the City Clerk

prior to the time a license is issued to Nello J. CRISTIANO

and provide further that a license is granted to Nello J. CRISTIANO the person herein designated.

Carol M. Spitzer  
Individual/Partner/President of Corporation

Partner/Corporate Officer

Subscribed and sworn to before me this 28<sup>th</sup> day of October, 2011

Maureen M. Lovetro

Notary Public

Kenosha County, Wisconsin

My Commission Expires: 7-26-15

**Beachwood**  
**SALES & SERVICE**

11/9/11

To Whom it May Concern:

Keith's Bar / Carol Spitzer  
1402 52nd St Kenosha WI  
is now paid in full.

Any questions, please call.

Thank you,

Mary Aieello  
Credit Manager  
262-717-2831  
Mary Aieello

Zimbra

klovetro@kenosha.org

± Font size -

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## Keith's A Kenosha Tavern

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**From :** Julie Sukowatey <[jsukowatey@badgerliquor.com](mailto:jsukowatey@badgerliquor.com)>

Wed, Nov 09, 2011 11:35 AM

**Subject:** Keith's A Kenosha Tavern

**To :** 'klovetro@kenosha.org' <[klovetro@kenosha.org](mailto:klovetro@kenosha.org)>

Kathy,

This email is to notify you that Keith's A Kenosha Tavern, Keith Spitzer agent, located at 1402 52<sup>nd</sup> Street, Kenosha, WI has a zero balance with Depere Liquor Co., LLC.

Julie Sukowatey  
Credit Manager Assistant  
Badger Liquor Company, Inc.  
Fond du Lac, WI 54935  
Direct Line (920)322-6804  
[jsukowatey@badgerliquor.com](mailto:jsukowatey@badgerliquor.com)



**BADGERliquor**  
wine and spirits

---



**C.J.W., Inc.**

2427 Calvary Road  
Racine, Wisconsin 53403

PHONE 262.554.4288  
FAX 262.554.4282

November 8, 2011

To Whom It May Concern:

Please be advised that as of this date Keith's Bar, 1402 52<sup>nd</sup> Street, Kenosha, Wisconsin, has paid all invoices for Fermented Malt Beverages in full and has no balance on their account with us.

Sincerely,

Paul D. Tenuta  
Controller

**MEMORANDUM**

**KENOSHA POLICE DEPARTMENT  
MEMORANDUM**

**DATE : NOVEMBER 14, 2011**

**TO : CITY CLERK MIKE HIGGINS**

**FROM : CHIEF JOHN MORRISSEY**

**SUBJECT : CLASS "B" BEER/CLASS "B" LIQUOR LICENSE**

**NO ADVERSE RECOMMENDATIONS**

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

**AGENT NELLO CRISTIANO**

**TRADE NAME KEITH'S BAR**

**PREMISE ADDRESS 1402-52<sup>ND</sup> STREET**

MEMORANDUM

<https://mail.kenosha.org/service/home/~/.Class B Be...>

For your information.

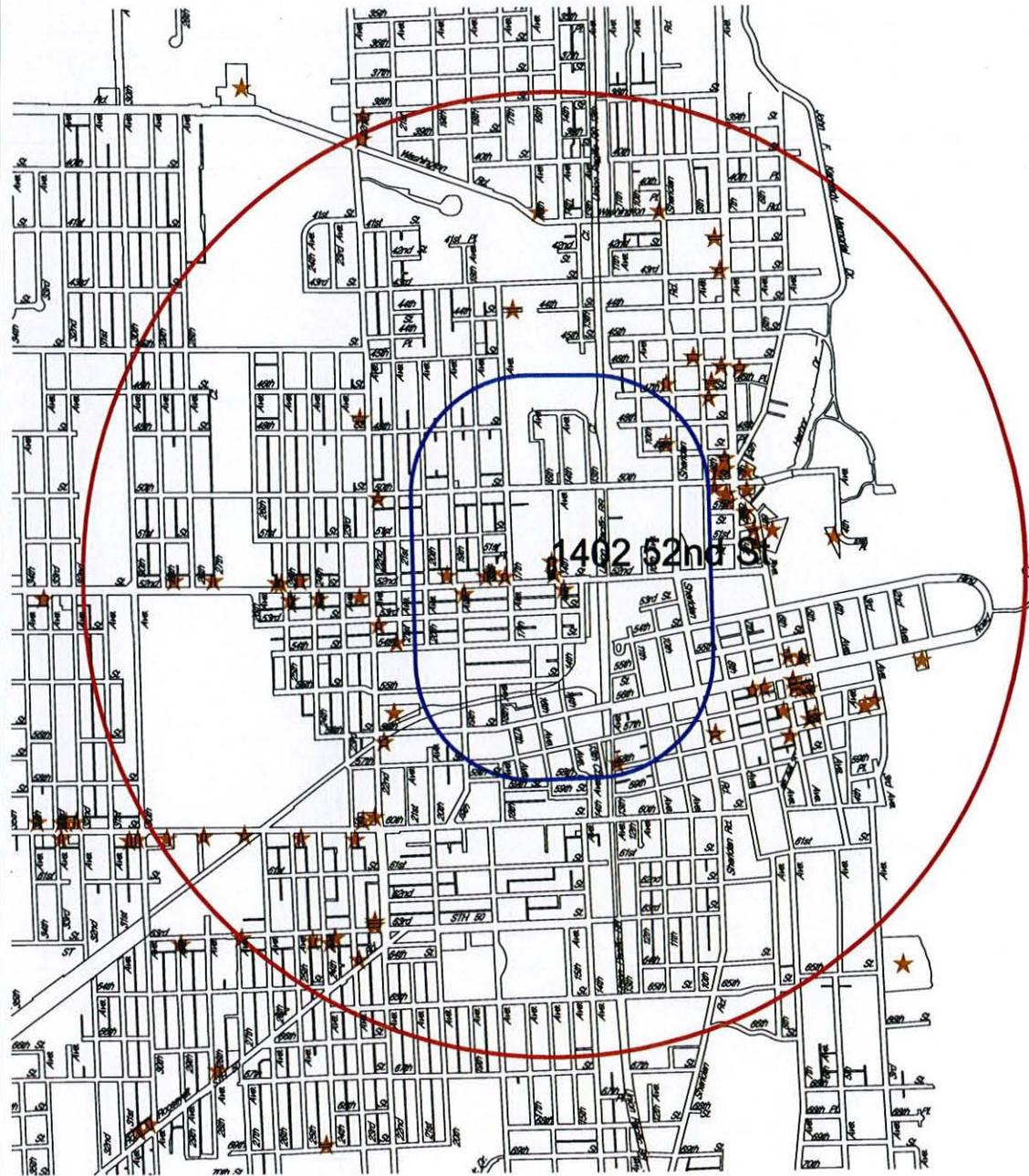
**Chief John Morrissey**  
CHIEF JOHN MORRISSEY

JM:ka



# City of Kenosha

## Class "B" Beer / "Class B" Liquor Application 1402 52nd 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	4	0
Business Districts	11	3	2	76	2
Other Districts	0	0	0	0	0

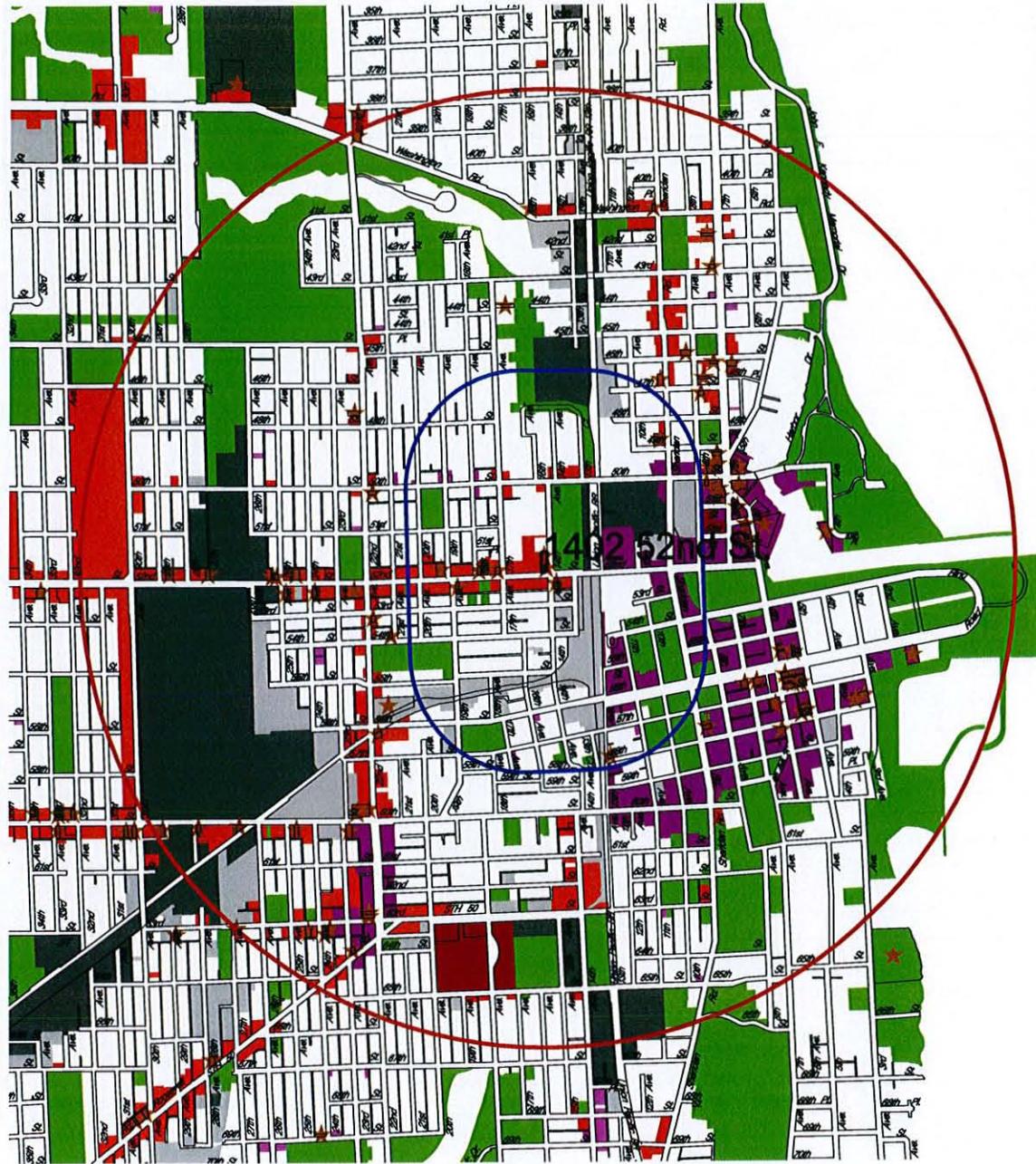
6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	3	1	0	10	0
Other Districts	0	0	0	0	0

NORTH



# City of Kenosha

## Class "B" Beer / "Class B" Liquor Application 1402 52nd Street



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

Note: Residential Districts are not colored.

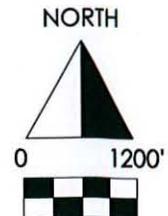
Note: Business Districts are colored as follows: 8-1 8-2 8-3 8-4

— 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	4	0	0
Business Districts	11	3	2	76	2
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	3	1	0	10	0
Other Districts	0	0	0	0	0



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

**Applicant Information**

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
11/08/11	REVOKED	Jennifer E. Doud	4/30/90

Address of Applicant:	Business (where license is to be used):	Business Address:
6832-28th Avenue	Citco	2710-Roosevelt Road

License Number: 717

Expiration Date: 06/30/13

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
04-15-10	UNDERAGE LIQUOR VIOLATION	GUILTY	Y	20
06-05-11	OPERATING WHILE INTOXICATED	GUILTY	Y	20
06-05-11	OPERATING WHILE SUSPENDED	GUILTY	Y	20

**City Attorney Recommendation:**

Offense Demerit Points (above)	60
Were all Offenses Listed on Application?	Y
Total Demerit Points	60

<input checked="" type="checkbox"/>	Grant, Subject to	60	Demerit Points
DENY, based on material police record (substantially related to the license activity)			
DENY, false application			
City Attorney Comments:			

FOR OFFICE USE ONLY:

Amended  
11/28/11

License # N120004 Issue Date \_\_\_\_\_

Beverage Course OK  HOLD for Beverage Course Initials ddl

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  
625-32nd 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 30<sup>th</sup> day of June, 2013 (unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE READ)

Last Name Tatroe First Name Tracy MI J

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

Date of Birth 2/28/74 Sex F Day Phone # 262 577-4380

Home Address 8633 Old Green Bay Rd

City/State/Zip Pleasant Prairie WI 53158

Email Address tracytatroe@yahoo.com

Driver's License or State ID Number T-360-8107-4568-09

(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 issued in the City of Kenosha) 2901 Pub & Grub

2901 Grub's Pub

Address of Business Where License is to be Used 2901 60<sup>th</sup> Street Kenosha WI

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:

Shoplifting, Tyresago, Speeding - this yr, 07 license not on person, 11/28/11  
08 operating while suspended, 07 operating while suspended, 11/28/11

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: None payment of fine

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: Speeding -

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: \_\_\_\_\_

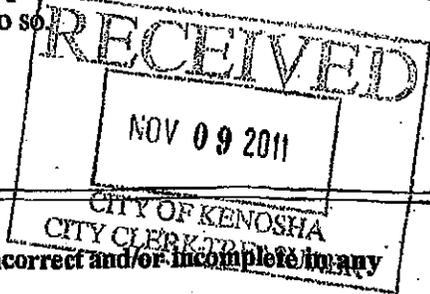
List the name and address of all employers for which you have worked and/or businesses you have operated in the past five years: (Please include employment that is not related to the license applied for.)

F HOP - Racine WI

List all addresses at which you have lived in the past five years: 1036 Russet Street Racine WI  
2411 23<sup>rd</sup> Ave Kenosha

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.

med: Shay Tate  
te: 11/9/11  
APPLICANT'S SIGNATURE



**APPLICANTS PLEASE READ**

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

**Prohibition** - It shall be unlawful for any person, acting as an individual, a partner, a corporate officer, or an agent, to create or file with any City Department, or to authorize any person to do so on their behalf, a license or permit application which is not true, correct and/or complete in all material respects and which was known by said person to be untrue, 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 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 of permit granting authority may grant, but withhold the issuance of, any license or permit for a period to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of the license/permit record for two consecutive license/permits years. Where such finding and penalty is made and imposed other than the Common Council, applicant may, within ten days of receipt of oral or written notice of the imposition of such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk to have such matter reviewed by the Common Council.

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

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

PAGE 2

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
11/09/11	VALID	Tracy J. Tatroe	02/28/74

Address of Applicant:	Business (where license is to be used):	Business Address:
8633-Old Green Bay Rd.	2901 Pub & Grub	2901 60th Street

License Number:004

Expiration Date:06/30/13

Date of Original Issuance: Date of Orginial Issuance

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
01-27-07	LICENSE NOT ON PERSON	GUILTY	Y	20
08-04-08	OPERATING WHILE SUSPENDED	GUILTY	Y	20
08-31-09	OPERATING WHILE SUSPENDED	GUILTY	Y	20
04-04-09	THEFT SHOPLIFTING \$1-49	GUILTY	Y	40

City Attorney Recommendation:

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

\*Offense not listed = 25 demerit points.

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

City Attorney Comments:

FOR OFFICE USE ONLY:

Amended  
11/28/11

License # N6 Issue Date \_\_\_\_\_

Beverage Course OK  HOLD for Beverage Course Initials AW

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  
262-683-4020

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 30<sup>th</sup> day of June, 2013, unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE READ)

Last Name Nicoletti First Name Cody MI J

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

Date of Birth 7/20/1986 Sex M Day Phone # 847-456-4022

Home Address 2510 66th St UPPER

City/State/Zip Kenosha, WI 53143

Email Address nicoletti@hotmail.com

Driver's License or State ID Number ND43-1108-0260-07

(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)

City of Roosevelt

Address of Business Where License is to be Used 2710 Roosevelt Rd 54143

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: Non-payment of electric bill (2004) Guilty / Speeding (2006) Guilty / Trespassing (2004) Guilty / Operating while suspended (2010) Guilty / Resisting (2011) Guilty / 3-2-07 OVAS Guilty / David's 3-7-07 Guilty / 4-15-08 OVAS Guilty / 1-20-11 OVAS Guilty / 4-30-08 Resist/Obstruct call 911 / 6-10-10 DC Person Guilty / 4-10-11 Resisting Guilty

Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other state?  Yes  No If yes, please explain: I have been in jail on a bond hold only.

Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state?  Yes  No If yes, please explain: Non-payment of fines or citations

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: Speeding (2006) Guilty / Operating While Suspended (2010) Guilty / Seattle (2004) Guilty

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.)

Attached is my resume. Wood Bomber Fireworks Production, Albany, Oregon;

7. List all addresses at which you have lived in the past five years: 2510 66th St, CAPER

Kenosha, WI 53143

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: [Signature]  
APPLICANT'S SIGNATURE

Date: 9-10-11

**APPLICANTS PLEASE READ**

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

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

**B. Penalty** 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days. 2) The license 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.

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

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

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
09/10/11	VALID	Cody J. Nicoletti	7/20/86

Address of Applicant:	Business (where license is to be used):	Business Address:
2510-66th St Upper	Citgo	2710-Roosevelt Rd

License Number:006

Expiration Date:06/30/13

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03-07-07	OPERATING WHILE SUSPENDED	GUILTY	Y	20
03-07-07	DRUGS	GUILTY	Y	20
06-15-08	OPERATING WHILE SUSPENDED	GUILTY	Y	20
01-20-11	OPERATING WHILE SUSPENDED	GUILTY	Y	20
	*ACTIVE WARRANT: KENOSHA JOINT SERVICES - VALIDATED 09-07-11- CONTEMPT OF COURT-OPERATE M/V W/O INSURANCE -BOND \$114 OR 2 DAYS JAIL			20
04-30-08	RESIST/OBSTRUCT OFFICER	GUILTY	Y	40
06-10-10	DC/PERSON	GUILTY	Y	80
04-10-11	DC PERSON	DISPO PENDING	Y	
04-10-11	RESIST/OBSTRUCT OFFICER	DISPO PENDING	Y	

City Attorney Recommendation:

Offense Demerit Points (above)	220
Were all Offenses Listed on Application?	Y
Total Demerit Points	220

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

City Attorney Comments:

**ACTIVE WARRANT**

**DRAFT 11/29/11**

**SPONSOR: ALDERPERSON MICHAEL J. ORTH**

**To repeal and recreate Section 1.05 K. as “Department of Community Development and Inspections”, to amend various sections of the Code of General Ordinances to reflect a change in name by substituting “Department of Community Development and Inspections” for the “Department of City Development and Inspections” and correct a reference from “City Development Block Grant Program” to “Community Development Block Grant Program”**

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

**Section One:** Section 1.05 K. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

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

1. The Department of ~~City~~Community Development and Inspections shall be under the general supervision of the Mayor and City Administrator and the Public Safety and Welfare Committee. The department is charged with the duties of administering various programs and activities including, but not limited to, planning, zoning, ~~City~~Community Development Block Grant program, administers Home Investment Partnership Act (HOME) program, redevelopment, historic preservation programs, property maintenance, building inspection and Minimum Housing and Sign Code enforcement.

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

**Section Two:** Chapters One, Two, Three, Four, Five, Eight, Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, Sixteen, Seventeen, Twenty, Twenty Two, Twenty Seven, Twenty Eight, Thirty Two, Thirty Three, Thirty Four and Thirty Five of the Code of General Ordinances for the City of Kenosha, Wisconsin, are amended by substituting therein the phrase “Department of Community Development and Inspections” for the “Department of City Development and Inspections.”

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

ORDINANCE NO. \_\_\_\_\_

**SPONSOR: ALDERPERSON MICHAEL J. ORTH**

**To repeal and recreate Section 1.05 K. as “Department of Community Development and Inspections”, to amend various sections of the Code of General Ordinances to reflect a change in name by substituting “Department of Community Development and Inspections” for the “Department of City Development and Inspections” and correct a reference from “City Development Block Grant Program” to “Community Development Block Grant Program”**

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

**Section One:** Section 1.05 K. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

**K. Department of Community Development and Inspections.**

1. The Department of Community Development and Inspections shall be under the general supervision of the Mayor and City Administrator and the Public Safety and Welfare Committee. The department is charged with the duties of administering various programs and activities including, but not limited to, planning, zoning, Community Development Block Grant program, administers Home Investment Partnership Act (HOME) program, redevelopment, historic preservation programs, property maintenance, building inspection and Minimum Housing and Sign Code enforcement.

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

**Section Two:** Chapters One, Two, Three, Four, Five, Eight, Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, Sixteen, Seventeen, Twenty, Twenty Two, Twenty Seven, Twenty Eight, Thirty Two, Thirty Three, Thirty Four and Thirty Five of the Code of General Ordinances for the City of Kenosha, Wisconsin, are amended by substituting therein the phrase “Department of Community Development and Inspections” for the “Department of City Development and Inspections.”

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

ORDINANCE NO. \_\_\_\_\_

BY: ALDERPERSON DAVID F. BOGDALA

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

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

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

**D. Aldermanic Districts.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:

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

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

**LOCATION/SURROUNDINGS:**

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

**NOTIFICATIONS/PROCEDURES:**

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

**ANALYSIS:**

- The Common Council adopted *A Comprehensive Plan for the City of Kenosha: 2035* on April 19, 2010.
- Wisconsin Statutes require the Common Council to adopt an Ordinance for Amendments to the Comprehensive Plan.
- The attached Zoning Ordinance references Map C7-11, which identifies the Amendment to the Land Use Plan located in the Comprehensive Plan. The Amendment will change the land use designation for the referenced properties from Industrial to Parks and Recreation and Industrial to Government and Institutional. The change is consistent with the Petzke Park Master Plan and report adopted September 7, 2011.

**RECOMMENDATION:**

A recommendation is made to approve the proposed Zoning Ordinance.

*B. RLO*

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

*Jeffrey B. Labahn*

Jeffrey B. Labahn, Director of City Development

ZONING ORDINANCE NO. \_\_\_\_\_

BY: CITY PLAN COMMISSION

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

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

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

Kenosha, Wisconsin, is hereby created as follows:

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

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

**Section Two:** This Ordinance shall become effective upon passage and

publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
MATTHEW A. KNIGHT  
Deputy City Attorney

ZONING ORDINANCE NO. \_\_\_\_\_

BY: CITY PLAN COMMISSION

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

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

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

Kenosha, Wisconsin, is hereby created as follows:

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

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

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
MATTHEW A. KNIGHT  
Deputy City Attorney

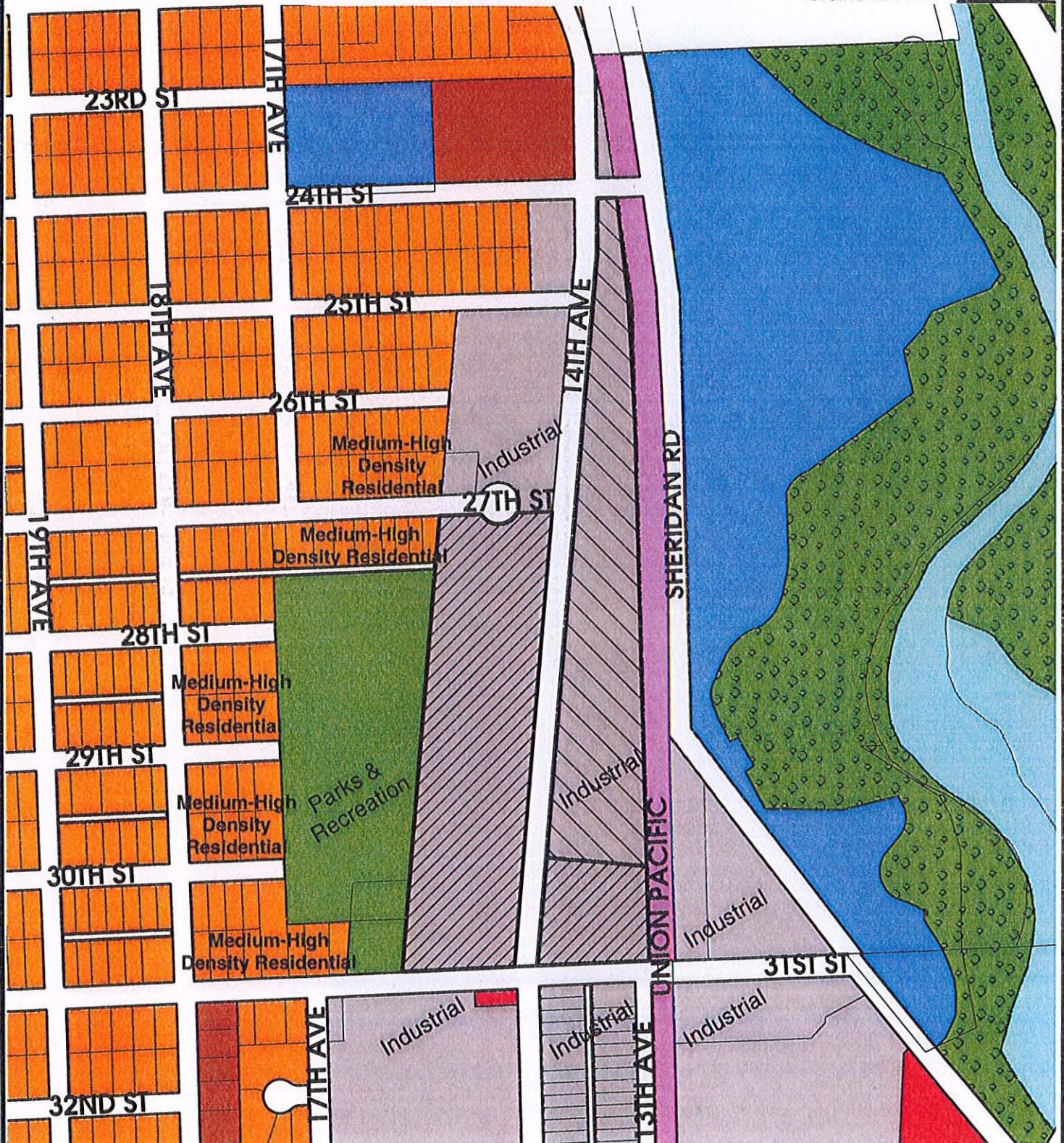
# City of Kenosha

## Comprehensive Plan Amendment

City Plan Commission Petition

Supplement No. C7-11

Ordinance No.



Property requested to be changed from Industrial to Parks & Recreation



Property requested to be changed from Industrial to Government & Institutional



0 50 100 200 300 400 Feet

Common Council Agenda Item G1

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

**LOCATION/SURROUNDINGS:**

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

Vicinity Zoning/Land Use

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

**NOTIFICATIONS/PROCEDURES:**

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

**ANALYSIS:**

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

**RECOMMENDATION:**

A recommendation is made to approve the rezoning.

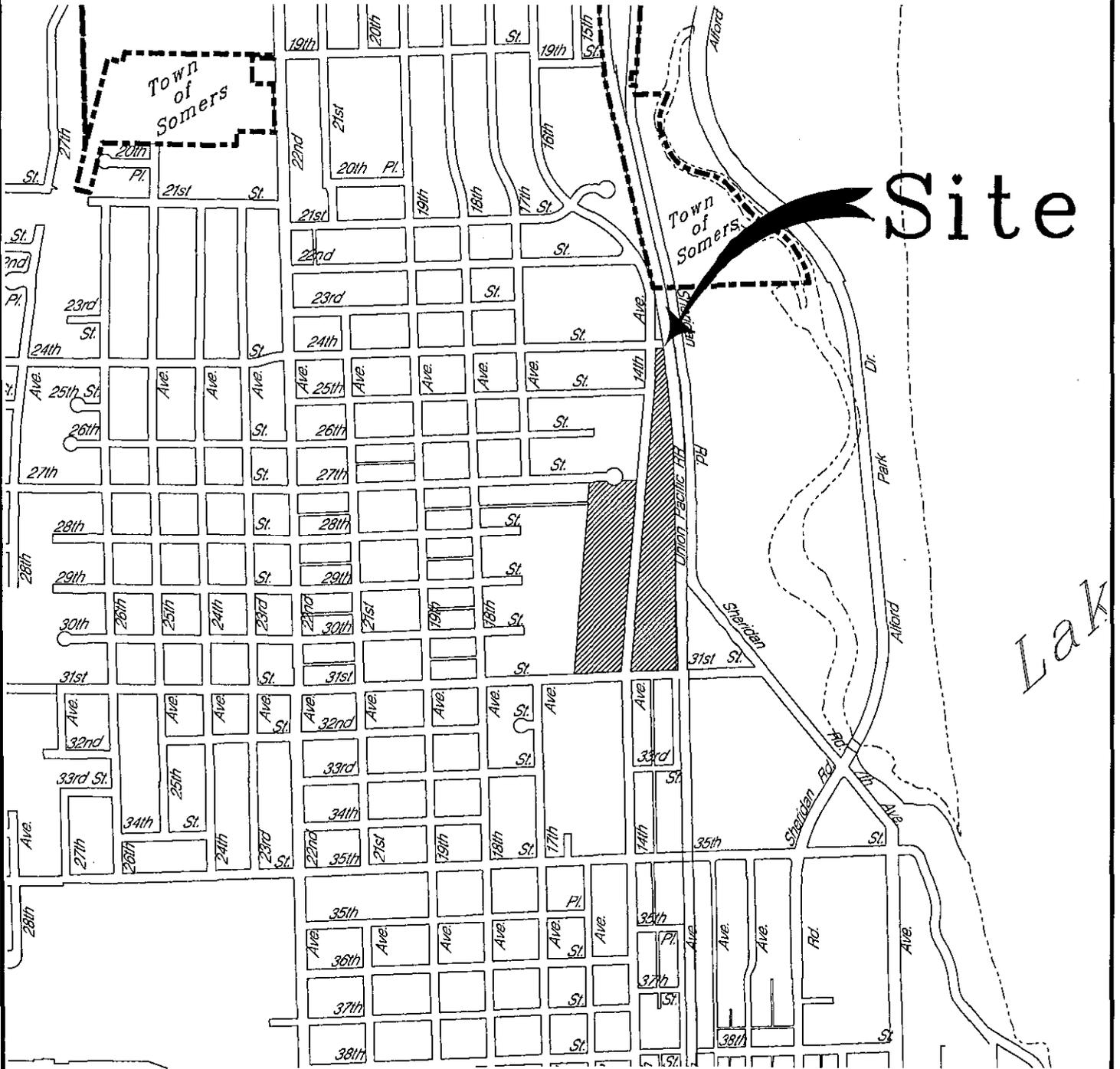
  
 Brian R. Wilke, Development Coordinator  
 /u2/accl/cp/ckays/CPC/2011/Oct20/fact-rezone-cpc-petzke.oot

  
 Jeffrey B. Labahn, Director of City Development

CITY OF KENOSHA

Vicinity Map

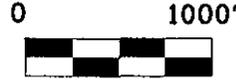
City Plan Commission Rezoning



Site

Lak

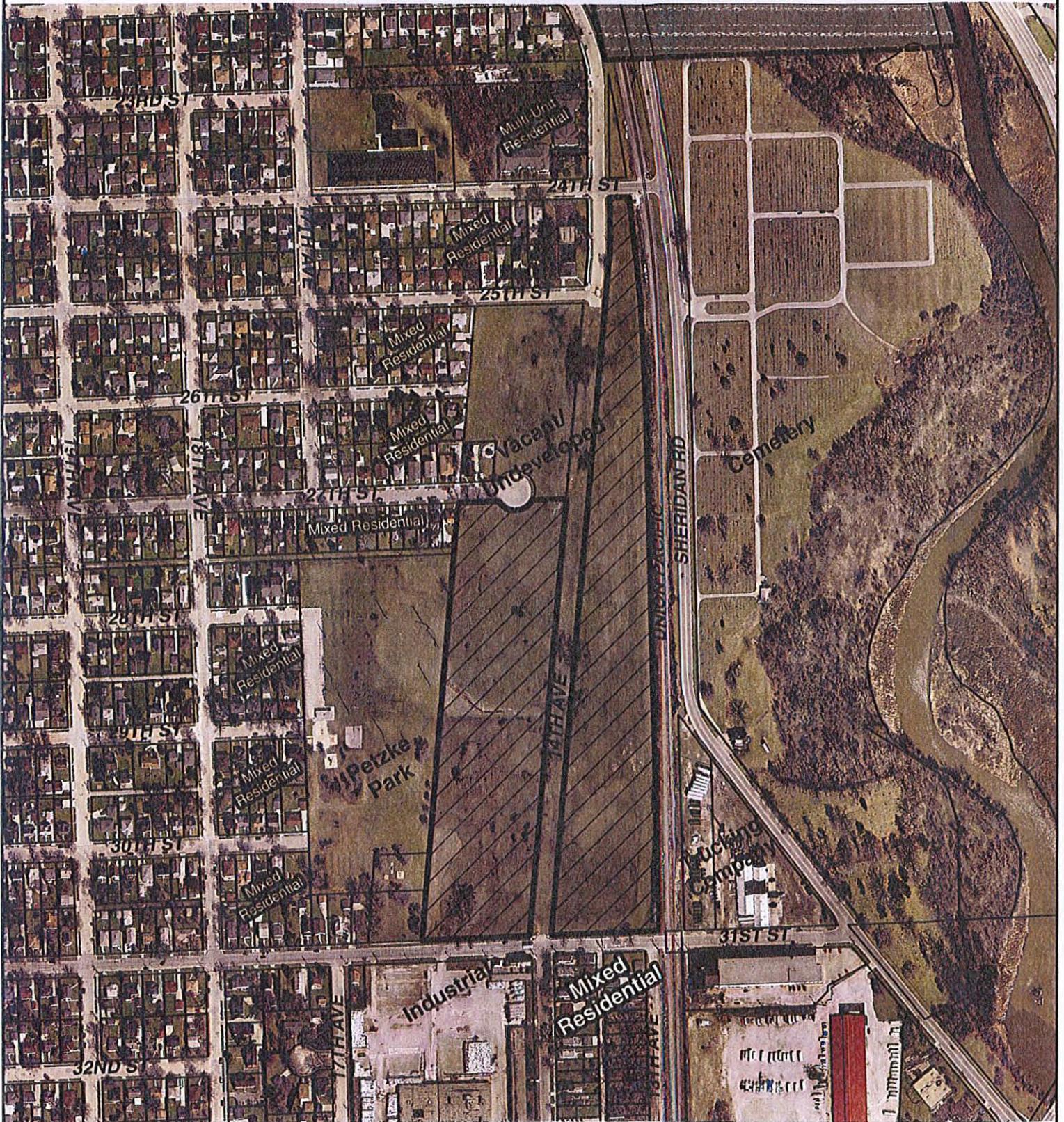
----- Municipal Boundary



# City of Kenosha

## Land Use Map

### City Plan Commission Rezoning



Property requested to be rezoned



CITY OF KENOSHA

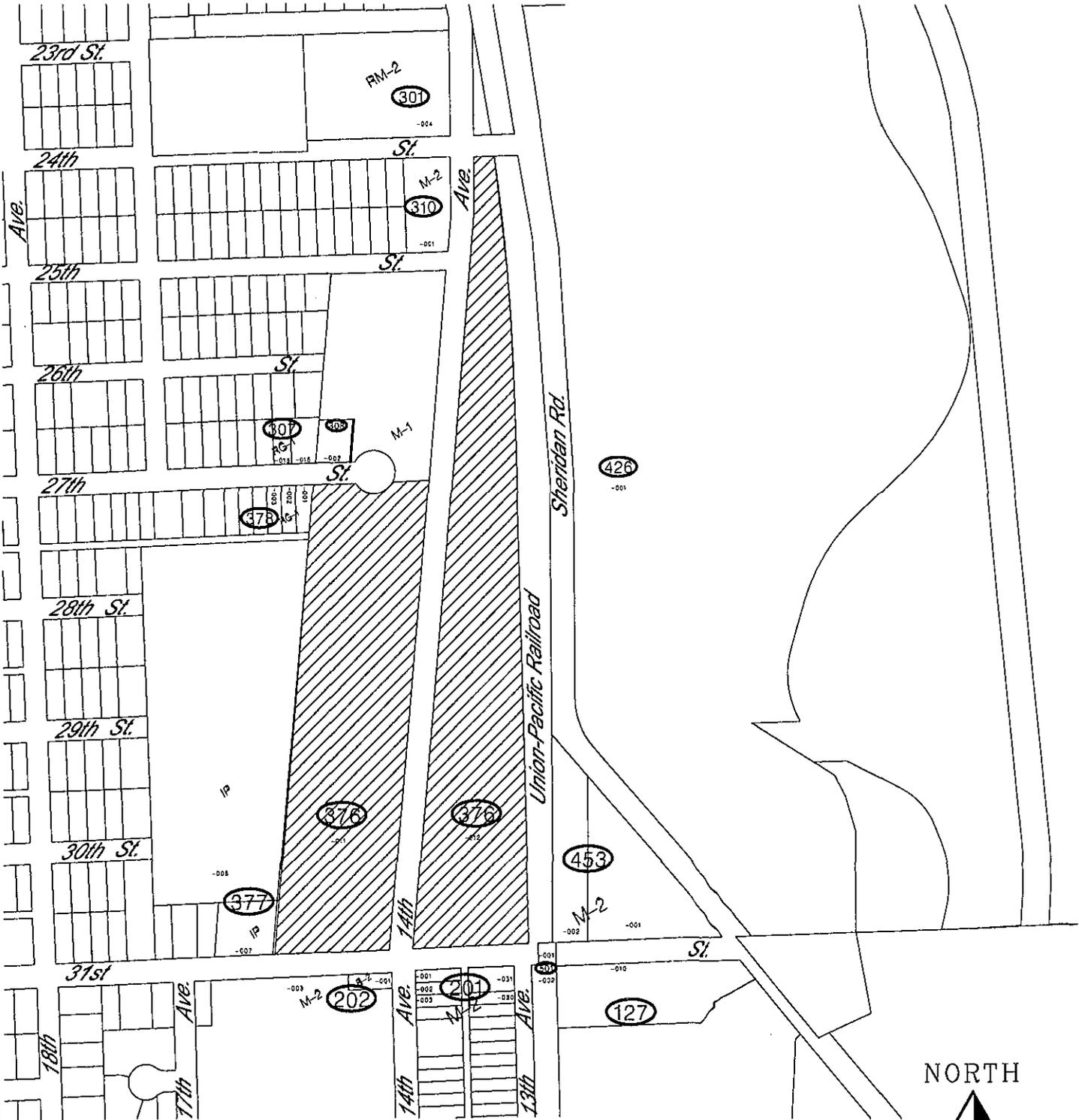
District Map

Rezoning

SUPPLEMENT NO. 27-11

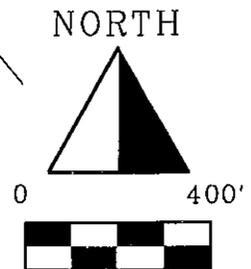
ORDINANCE NO. \_\_\_\_\_

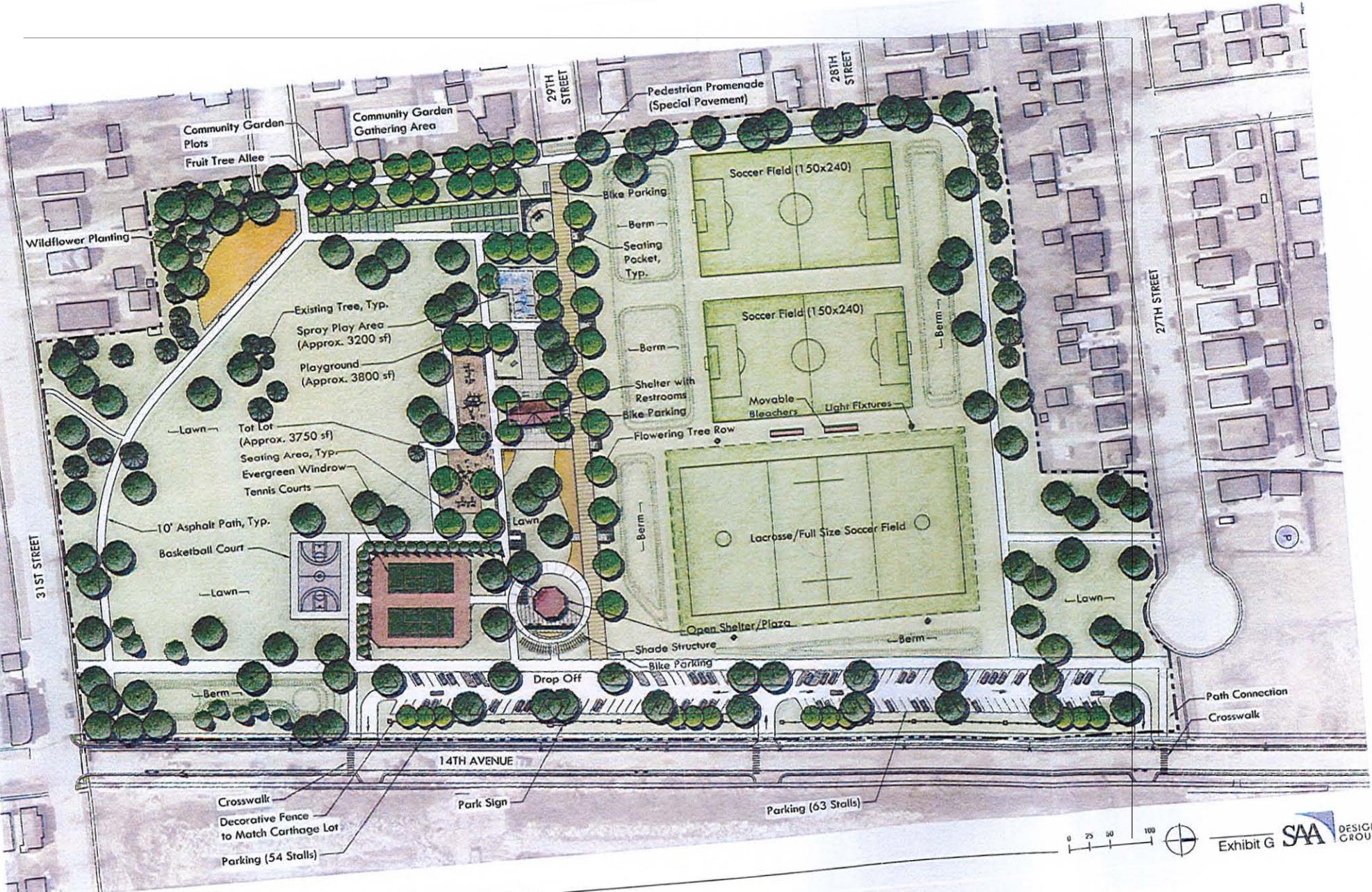
City Plan Commission Petition



Property to be rezoned from:

 M-2 Heavy Manufacturing to  
 IP Institutional Park





**Petzke Park Master Plan**  
Kenosha, Wisconsin

ID | 2407.04 0405 | 2011

0 25 50 100  
 Exhibit G **SAA** DESIGN GROUP

DEPARTMENT OF CITY DEVELOPMENT  
625 - 52<sup>ND</sup> STREET - ROOM 308  
KENOSHA, WISCONSIN 53140  
(262) 653-4030  
FAX (262) 653-4045  
[www.kenosha.org](http://www.kenosha.org)



CITY PLAN  
REAL ESTATE  
HISTORIC PRESERVATION  
COMMUNITY DEVELOPMENT BLOCK GRANT  
REDEVELOPMENT

JEFFREY B. LABAHN  
Director of City Development

October 10, 2011

### Notice of Public Hearing

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

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

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

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

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

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

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

BW:kas  
Enclosure

<p>City Plan Division 625 52<sup>nd</sup> Street Kenosha, WI 53140 262.653.4030</p>	<p>Kenosha City Plan Commission</p> <p style="text-align: center;"><b>FACT SHEET</b></p>	<p>October 6, 2011</p>	<p>Item 1</p>
---	--	------------------------	---------------

**By the Mayor - To Repeal and Recreate various Sections of the Zoning Ordinance for the City of Kenosha to reflect a change in name by substituting "Department of Community Development" for the "Department of City Development" and the "Department of Neighborhood Services and Inspections" or similar terminology wherever those phrases appear; To Amend various Sections of the Zoning Ordinance to reflect a change in name by substituting "Director of Community Development" for "City Planner"; To Amend various Sections of the Zoning Ordinance to reflect a change in name by substituting "Department of Community Development" for "City Plan Division" or similar terminology wherever those phrases appear; To Amend various Sections of the Zoning Ordinance to replace the terms "Chief of Inspection" and "Zoning Administrator" with "Administrator"; To Amend the following various Sections of the Zoning Ordinance 12.0 B. entitled "Specific Words and Phrases" by replacing "Chief of the Inspection Department" with "Director of the Department of Community Development"; To Create a Definition for the "Department of Community Development"; To Repeal the Definition of "Division (CPD)"; and To Amend "Review Authority". PUBLIC HEARING**

**LOCATION/SURROUNDINGS:**

N/A

**NOTIFICATIONS/PROCEDURES:**

This item requires final approval by the Common Council.

**ANALYSIS:**

- The Zoning Ordinance is required because of the consolidation of the Department of City Development and the Department of Neighborhood Services & Inspections into a new department with the proposed name of Department of Community Development.
- As a result of the name change, various sections of the Zoning Ordinance must be amended to reflect the combination of departments.
- This Zoning Ordinance also eliminates references to Directors of the two departments and replaces it with the Director of Community Development.

**RECOMMENDATION:**

For Commission review and comment.



Rich Schroeder, Assistant City Planner  
/u2/acct/cp/ckays/CPC/2011/Oct6/fact-zo-consolidate.odt

**KEITH G. BOSMAN**  
**MAYOR**



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

TO: City Plan Commission

FROM: Mayor Keith G. Bosman 

SUBJECT: Consideration of Zoning Ordinance to Create Department of Community Development

DATE: October 5, 2011

After further internal discussion with staff, we thought that the better name for the newly created Department of Community Development would be the Department of Community Development and Inspections. I respectfully ask that the City Plan Commission make this change when deliberating this item on October 6, 2011.

Thank you.

KB:jd

ZONING ORDINANCE NO. \_\_\_\_\_

**DRAFT 09/22/11**

**Recommended changes by City Plan Commission 10/06/11**

**SPONSOR: THE MAYOR**

To repeal and recreate various sections of the Zoning Ordinance for the City of Kenosha to reflect a change in name by substituting “Department of Community Development **and Inspections**” for the “Department of City Development” and the “Department of Neighborhood Services and Inspections” or similar terminology wherever those phrases appear; to amend various sections of the Zoning Ordinance to reflect a change in name by substituting “Director of Community Development **and Inspections**” for “City Planner”; to amend various sections of the Zoning Ordinance to reflect a change in name by substituting “Department of Community Development **and Inspections**” for “City Plan Division” or similar terminology wherever those phrases appear; to amend various sections of the Zoning Ordinance to replace the terms “Chief of Inspection” and “Zoning Administrator” with “Administrator”; to amend the following various sections of the Zoning Ordinance 12.0 B. entitled “Specific Words and Phrases” by replacing “Chief of the Inspection Department” with “Director of the Department of Community Development **and Inspections**”; to create a definition for the “Department of Community Development **and Inspections**”; to repeal the definition of “Division (CPD)”; and to amend “Review Authority”

**Section One:** Sections Three; Four; Eight; Ten; Thirteen; Fourteen; Fifteen; Sixteen; and Eighteen of the Zoning Ordinance for the City of Kenosha, Wisconsin, are amended by substituting therein the phrase “Department of Community Development **and Inspections** ” for the phrases “Department of City Development” and the “Department of Neighborhood Services and Inspections” or similar terminology wherever those latter phrases appear.

**Section Two:** Sections Four, Ten, Twelve, Thirteen and Fourteen of the Zoning Ordinance for the City of Kenosha, Wisconsin, are amended by substituting therein the phrase “Director of the Department of Community Development **and Inspections**” for “City Planner” or similar terminology wherever those phrases appear.

**Section Three:** Sections Three; Four; Ten; Twelve; Thirteen; Fourteen and the Table of Contents of the Zoning Ordinance for the City of Kenosha, Wisconsin, are amended by substituting therein the phrase “Department of Community Development **and Inspections**” for “City Plan Division” or similar terminology wherever those phrases appear.

**Section Four:** Sections Two; Three; Four; Eight; Nine; Ten; Twelve; Thirteen; and

Sixteen of the Zoning Ordinance for the City of Kenosha, Wisconsin, are amended by substituting therein the terms "Chief of Inspection" and "Zoning Administrator" with "Administrator."

**Section Five:** Section 12.0 B. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is amended as follows:

**Administrator.** Shall mean the ~~"Chief of the Inspection Department"~~; "Director of the Department of Community Development and Inspections"

**Department of Community Development and Inspections (DCDI).** Shall mean the City of Kenosha Department of Community Development and Inspections.

~~**Division (CPD).** Shall mean the "City Plan Division".~~

**Review Authority.** The ~~Division, Commission~~ entities responsible for the review and final decision of applications for a Conditional Use Permit which will be the Department of Community Development **and Inspections** or Common Council whichever is specified within the Zoning Ordinance.

**Section Six:** This ordinance shall become effect upon passage and publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

ZONING ORDINANCE NO. \_\_\_\_\_

SPONSOR: THE MAYOR

To repeal and recreate various sections of the Zoning Ordinance for the City of Kenosha to reflect a change in name by substituting “Department of Community Development and Inspections” for the “Department of City Development” and the “Department of Neighborhood Services and Inspections” or similar terminology wherever those phrases appear; to amend various sections of the Zoning Ordinance to reflect a change in name by substituting “Director of Community Development and Inspections” for “City Planner”; to amend various sections of the Zoning Ordinance to reflect a change in name by substituting “Department of Community Development and Inspections” for “City Plan Division” or similar terminology wherever those phrases appear; to amend various sections of the Zoning Ordinance to replace the terms “Chief of Inspection” and “Zoning Administrator” with “Administrator”; to amend the following various sections of the Zoning Ordinance 12.0 B. entitled “Specific Words and Phrases” by replacing “Chief of the Inspection Department” with “Director of the Department of Community Development and Inspections”; to create a definition for the “Department of Community Development and Inspections”; to repeal the definition of “Division (CPD)”; and to amend “Review Authority”

**Section One:** Sections Three; Four; Eight; Ten; Thirteen; Fourteen; Fifteen; Sixteen; and Eighteen of the Zoning Ordinance for the City of Kenosha, Wisconsin, are amended by substituting therein the phrase “Department of Community Development and Inspections” for the phrases “Department of City Development” and the “Department of Neighborhood Services and Inspections” or similar terminology wherever those latter phrases appear.

**Section Two:** Sections Four, Ten, Twelve, Thirteen and Fourteen of the Zoning Ordinance for the City of Kenosha, Wisconsin, are amended by substituting therein the phrase “Director of the Department of Community Development and Inspections” for “City Planner” or similar terminology wherever those phrases appear.

**Section Three:** Sections Three; Four; Ten; Twelve; Thirteen; Fourteen and the Table of Contents of the Zoning Ordinance for the City of Kenosha, Wisconsin, are amended by substituting therein the phrase “Department of Community Development and Inspections” for “City Plan Division” or similar terminology wherever those phrases appear.

**Section Four:** Sections Two; Three; Four; Eight; Nine; Ten; Twelve; Thirteen; and Sixteen of the Zoning Ordinance for the City of Kenosha, Wisconsin, are amended by substituting therein the

terms "Chief of Inspection" and "Zoning Administrator" with "Administrator.

**Section Five:** Section 12.0 B. of the Zoning Ordinance for the City of Kenosha,

Wisconsin, is amended as follows:

**Administrator.** Shall mean the "Director of the Department of Community Development and Inspections"

**Department of Community Development and Inspections (DCDI).** Shall mean the City of Kenosha Department of Community Development and Inspections.

**Review Authority.** The entities responsible for the review and final decision of applications for a Conditional Use Permit which will be the Department of Community Development and Inspections or Common Council whichever is specified within the Zoning Ordinance.

**Section Six:** This ordinance shall become effect upon passage and publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

Michael K. Higgins  
City Clerk – Treasurer

Cynthia L. Howard  
Deputy Clerk - Treasurer



CITY OF KENOSHA  
Department of  
City Clerk/Treasurer

December 1, 2011

Alane Stephens  
Contract Specialist/Site Clearance  
WisDOT-DTSD-SE Region-Real Estate  
PO Box 798  
Waukesha, WI 53187-0798

Re: Permit Fees (Sign) Special Assessment  
12230 75<sup>th</sup> Street, Parcel #03-121-01-450-470  
Request to Rescind \$190.00

Dear Ms. Stephens:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, December 5, 2011 at 5:30 pm in Room 204 of the Kenosha Municipal Building, 625-52<sup>nd</sup> Street.

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 pm, following the Finance Committee meeting, in Room 200 of the Kenosha Municipal Building.

Should you have any questions, please do not hesitate to contact the City Clerk's Office at 262-653-4020 or [cityclerk@kenosha.org](mailto:cityclerk@kenosha.org).

Sincerely,

CITY OF KENOSHA

Cynthia L. Howard  
Deputy City Clerk/Treasurer

C: City Attorney  
NSI  
Aldersperson David F. Bogdala - 17th District



TO: Members of the City of Kenosha Finance Committee  
Members of the City of Kenosha Common Council

FROM: Paula A. Blise, Zoning Coordinator *P. Blise*  
Department of Neighborhood Services and Inspections

SUBJECT: Request to Waive Sign Permit Application and Special Assessment fees  
in the amount of \$190.00, for the property located at 12230 75th Street  
(District #17)

**December 5, 2011 Finance Committee & Common Council Agenda Item**

DATE: November 23, 2011

---

The property owner (Department of Transportation) is requesting that the unpaid \$90 sign permit application fee, and \$100 special assessment fee be waived. Section 9.06 of the General Code specifies that unpaid permit fees, shall be charged to the property owner of record as a special assessment, and shall be a lien upon the premises, until paid in full...."

The following chronology of events provides insight into this situation:

- February 25, 2010 - Taco Bell's sign contractor, Southern Wisconsin Sign, applied for sign permit #142701. (Exhibit A)
- March 23, 2010 - Zoning Coordinator verified that the sign was installed
- June, 10, 2011 - The property owner (D.O.T.) applied for raze permit #148244, which resulted in the demolition of the Taco Bell building and improvements associated with the business. (Exhibit B)
- October 3, 2011 - Unpaid sign permit #142701 charged as a special assessment against the 12230 75th Street parcel. (Exhibit C)
- November 10, 2011 - The D.O.T. has filed an appeal (Exhibit D) apprising the City that the State of Wisconsin is exempt from special assessments, that the Taco Bell is non-existent, and that the sign contractor is no longer in operation.

**Supplemental Information:**

1. NSI administrative staff failed to charge the unpaid sign permit as a special assessment in a timely manner. Had the unpaid sign permit fee been charged as a special assessment with 30-60 days of invoicing, the property owner would have had recourse against his/her tenant for reimbursement.
2. The D.O.T. is exempt from special assessments, therefore the City of Kenosha cannot recoup payment from this property owner.
3. A new procedure shall be implemented, whereby both the applicant and the property owner will be required to execute a sign permit, and therefore will ensure that both parties are notified of unpaid permit fees (**prior to special assessment charges being levied**), therefore, affording both parties "due process".

:pab  
Attachment  
c. David F. Bogdala, Alderperson, 17th District





EXHIBIT C

Parcel #: 02-122-02-453-001

4507 HARRISON RD

Owner of Record  
 CONSTANCE KNUDTSON  
 4507 HARRISON RD  
 KENOSHA, WI 53142-3713

Admin. Fee	Charge	Total
100.00	60.00	160.00

FENCE PERMIT 147215

Parcel #: 03-121-01-450-470

12230 75TH ST

Owner of Record  
 STATE OF WISCONSIN DOT  
 PO BOX 798  
 WAUKESHA, WI 53187-0798

Admin. Fee	Charge	Total
100.00	90.00	190.00

SIGN PERMIT 142701

Parcel #: 03-122-04-204-184

6134 82ND AVE

Owner of Record  
 SOLOMON & DERISE L PATTERSON  
 2701 DANA AVE  
 WAUKEGAN, IL 60087

Admin. Fee	Charge	Total
100.00	60.00	160.00

FENCE PERMIT 148916

Parcel #: 03-122-05-200-006

9513 65TH ST

Owner of Record  
 CLIFFORD W & SARAH A JOHNSON  
 9513 65TH ST  
 KENOSHA, WI 53142

Admin. Fee	Charge	Total
100.00	60.00	160.00

FENCE PERMIT 148181

Parcel #: 03-122-05-250-188

10120 64TH ST

Owner of Record  
 DAVID J & GILLIAN E SANTORO  
 10120 64TH ST  
 KENOSHA, WI 53142

Admin. Fee	Charge	Total
100.00	120.00	220.00

PORCH PERMIT 146134

Parcel #: 03-122-05-250-777

6607 98TH AVE

Owner of Record  
 WILLIAM P & JYMMEA M TUNGATE  
 6607 98TH AVE  
 KENOSHA, WI 53142

Admin. Fee	Charge	Total
100.00	60.00	160.00

FENCE PERMIT 148462

----- Original Message -----

From: "Alane - DOT Stephens" <Alane.Stephens@dot.wi.gov>

To: "pblise@kenosha.org" <pblise@kenosha.org>

Sent: Thursday, November 10, 2011 11:17:44 AM

Subject: City of Kenosha Special Assessment Bill - Resolution:123-11 Permit Fees

Paula,

This e-mail is sent as follow-up to our phone conversation yesterday concerning the attached invoice dated 11/01/11.

Apparently the invoice is for a sign permit fee, from February 2011, pulled by Southern Wisconsin Sign Inc. for the Taco Bell restaurant located at 12230 75<sup>th</sup> St. The parcel where that Taco Bell was located was acquired by the Department of Transportation (WisDOT), for highway purposes, in December of 2006. The restaurant then became a tenant of WisDOT through the end of their lease term on 12/31/2010. The building and improvements were razed/removed this past June.

I attempted to contact Southern Wisconsin Sign, Inc. (262)658-1288 to inquire about their making payment to the City of Kenosha and was informed the phone number was no longer in service. Collection of the permit fee from that office appears unlikely and property owned by WisDOT, held for highway purposes, is exempt from special assessments per s. 66.0705, Wis.Stats.

Please let me know if this fee will be withdrawn and thank you for your consideration,

Alane

Alane Stephens

Contract Specialist/Site Clearance

WisDOT-DTSD-SE Region-Real Estate

Phone (262)548-5680 Fax (262)548-5888

E-mail: [Alane.Stephens@dot.wi.gov](mailto:Alane.Stephens@dot.wi.gov)

**RESOLUTION NO. \_\_\_\_\_**

**BY: FINANCE COMMITTEE**

**To Rescind One (1) Special Assessment Levied by Resolution  
No. 123-11 against Parcel No. 03-121-01-450-470  
(12230 75<sup>th</sup> Street), Kenosha, Wisconsin**

**WHEREAS**, on October 3, 2011, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 123-11 levying special assessments for **Unpaid Permit Fees** for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Neighborhood Services and Inspections; and,

**WHEREAS**, it has been stated by the property owner, Wisconsin Department of Transportation, that a special assessment should not have been levied on one (1) of those parcels; to wit: Parcel No. 03-121-01-450-470 (12230 75<sup>th</sup> Street), Kenosha, Wisconsin.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that the special assessment of \$190.00 levied by Resolution No. 123-11 against Parcel No. No. 03-121-01-450-470 (12230 75<sup>th</sup> Street) Kenosha, Wisconsin be and hereby is rescinded thereby reducing the total amount of the resolution by \$190.00.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Approved:

\_\_\_\_\_, Mayor  
Keith G. Bosman

Attest:

\_\_\_\_\_, City Clerk-Treasurer  
Michael Higgins

Drafted by:  
Department of Neighborhood Services and Inspections

/saz

Michael K. Higgins  
City Clerk – Treasurer

Cynthia L. Howard  
Deputy Clerk - Treasurer



CITY OF KENOSHA  
Department of  
City Clerk/Treasurer

December 1, 2011

Robert Munroe  
BBM Properties  
6814 39<sup>th</sup> Ave.  
Kenosha WI 53142

Re: Permit Fees (Occupancy) Special Assessment  
6814 39<sup>th</sup> Avenue, Parcel #02-122-02-409-037  
Request to Rescind \$280.00

Dear Mr. Munroe:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, December 5, 2011 at 5:30 pm in Room 204 of the Kenosha Municipal Building, 625-52<sup>nd</sup> Street.

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 pm, following the Finance Committee meeting, in Room 200 of the Kenosha Municipal Building.

Should you have any questions, please do not hesitate to contact the City Clerk's Office at 262-653-4020 or [cityclerk@kenosha.org](mailto:cityclerk@kenosha.org).

Sincerely,

CITY OF KENOSHA

Cynthia L. Howard  
Deputy City Clerk/Treasurer

C: City Attorney  
NSI  
Alderperson Michael Orth - 15th District



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

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Building Inspection

Property Maintenance

Zoning Enforcement

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TO: Members of the City of Kenosha Finance Committee  
Members of the City of Kenosha Common Council

FROM: Paula A. Blise, Zoning Coordinator *P. Blise*

SUBJECT: Request to Waive Certificate of Occupancy Permit Application and Special Assessment fees in the amount of \$280.00, for the property located at 6814 39th Avenue (District 15)

**December 5, 2011 Finance Committee & Common Council Agenda Item**

DATE: November 22, 2011

---

The property owner is requesting that the charges associated with an unpaid \$180 Business Certificate of Occupancy permit application fee, and \$100 special assessment fee be waived.

Based on illegal construction work and illegal occupancy issues associated with Stay in the Game Batting facility, Department of Neighborhood Services and Inspections staff conducted a comprehensive inspection of the entire building. A second floor area, consisting of kitchen and bathroom facilities, was observed. This finding resulted in an investigation as to whether or not required building permits had been obtained for that specific area. Former Director Schultz concluded that a fire wall separation would have been required if the area had been approved for use as a break-room or residence. The Director found no evidence that building permits were obtained for the break-room. In addition, the Assessor's office had no record that the improved break-room area was in existence. Based on the above, December 14, 2010 orders (Exhibit A) were issued to the property owner requiring the removal of the illegal construction associated with the break-room.

After issuing the December 14th orders, the Director discovered that, in 2000, a residential plumbing permit (Exhibit B) had been issued for the property. The property owner contended that the plumbing permit was associated with the break-room. Based on this assertion, and lacking any additional information the Director rescinded the order (Exhibit C) that required removal of the construction associated with the break-room area. The February 7, 2011 order consisted of a directive to the property owner, that an approved Certificate of Occupancy permit be submitted for the break-room area.

On March 21, 2011, in response to the Director's order, the property owner filed a Certificate of Occupancy permit application for the second story "break-room", but failed to remit the \$180.00 permit application fee, and to obtain required building and fire division approvals.

On October 3, 2011, the unpaid Certificate of Occupancy permit fee of \$180.00 was charged as a special assessment to the subject property. Per ordinance, a \$100.00 administrative fee shall be added to the unpaid permit fees that are charged as special assessments.

The property owner has provided two e-mails (November 8, 2011 & November 15, 2011), as a means to refute the aforementioned charges.

**Zimbra**

pblise@kenosha.org

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**6814 39th Ave**

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**From :** limos@luxurylimousinekenosha.com

Tue, Nov 08, 2011 12:46 PM

**Subject :** 6814 39th Ave

■ IMPORTANT

**To :** pblise@kenosha.org

📎 3 attachments

**Cc :** morth@kenosha.org, fpacetti@kenosha.org,  
eantaramian@kenosha.org, rhillesland@kenosha.org

Paula,

An occupancy inspection of the building at 6814 39th Ave. by a city inspector. Saying your records do not include any building permits for the upstairs. This was results of alderman Steve Bostrom complaint about the upstairs. The city couldn't find any inspection on the upstairs.

Bradley Motors found the inspection reports. These inspection were done before the original occupancy permit was issued on work done by the original contractor in July 2000.

Meet with Jim Schultz on 12/17/10 in regards to the Neighborhood Service Letter we received on 12/14/10. I understood Jim Schultz needed an occupy application to put this issue to an end.

Now I received a special assessment bill on 11/1/11 for \$283.50.

I don't feel we owe anything based on this should have been done in the original occupancy in 2000.

Robert Munroe  
(262)697-3540



**scan0001.jpg**  
900 KB

**Zimbra**

pblise@kenosha.org

± Font size -

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**Permit**

---

**From :** limos@luxurylimousinekenosha.com

Tue, Nov 15, 2011 10:52 AM

**Subject :** Permit**To :** pblise@kenosha.org

Paula,

The reason for the unpaid permit for the upstairs was done because there wasn't any permit information on file at the city of Kenosha that could be found.

Once I found the inspection permit report I was under the impression that they needed an application for their records. There would be no charge because I felt this wasn't my fault. This was part of the original inspection and completed by a licensed contractor that remodeled the entire building.

I still feel this is harassment because of Steve Bostrom complaint about the upstairs.

Thanks,

Bob Munroe  
(262) 697-3540

**CITY OF KENOSHA  
OFFICE OF THE CITY TREASURER  
625-52ND STREET - ROOM 105  
KENOSHA WI 53140  
SPECIAL ASSESSMENT BILL**

BBM PROPERTIES LLC  
6814 39TH AVE  
KENOSHA, WI 53142

BILLING DATE: 11/01/11

PARCEL NUMBER
02-122-02-409-037

PAYABLE TO CITY TREASURER ON OR BEFORE:

FOR: RESOLUTION: 123-11  
PERMIT FEES  
PROPERTY LOCATED AT:

NOVEMBER 30, 2011  
WITHOUT INTEREST

06814 039 AV

SE 1/4 SEC 2 T 1 R 22 COM  
597.49 FT N OF N LINE OF O  
NEILL S GRAND VIEW SUB & 47 FT  
W OF E 1/4 LINE TH W 129 FT N  
200 FT E 129 FT S 200 FT TO PT  
OF BEG  
DOC #1151845  
DOC #1237496

PAY THIS AMOUNT
280.00

<u>tax roll</u>	<u>amount</u>	<u>tax roll</u>	<u>amount</u>
2011	283.50	0000	
0000		0000	
0000		0000	
0000		0000	
0000		0000	
<b>TOTAL</b>	<b>283.50</b>		

If this bill is not paid in full by November 30th of this year, this assessment will automatically be placed on your real estate tax bill for the year(s) and amount(s) shown above. Interest is included at 7.5%.

IF PAID BY CHECK, RECEIPT IS CONTINGENT ON CHECK BEING PAID BY BANK ON WHICH IT IS DRAWN.  
PARTIAL PAYMENTS OF THIS BILL ARE NOT ALLOWED.  
CITY TREASURER-CITY OF KENOSHA

IF YOU HAVE ANY QUESTIONS REGARDING THIS BILL, PLEASE CONTACT  
THE DEPARTMENT OF NEIGHBORHOOD SERVICES AND INSPECTIONS AT 262-653-4263

*Paula*      *Jim Schultz*

*10/25/11*      *Occupancy Permit*      *Paula*  
*Break Room*



DEPARTMENT OF  
NEIGHBORHOOD SERVICES  
AND  
INSPECTIONS

JAMES M. SCHULTZ  
Director

Building Inspection

Property Maintenance

Zoning Enforcement

December 14, 2010

Bradley Munroe  
BBM Properties, LLC  
6814 39<sup>th</sup> Avenue  
Kenosha, WI 53142

Dear Mr. Munroe,

SUBJECT: Illegal Use and Interior Construction at 6814 39<sup>th</sup> Avenue

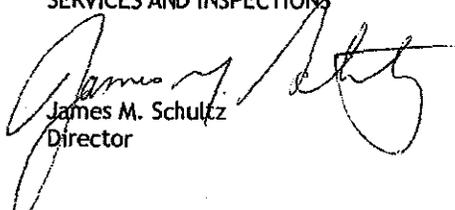
An occupancy inspection of the building at 6814 39<sup>th</sup> Avenue was conducted on November 19, 2010, by a City building inspector. The inspection revealed that the mezzanine, originally designed and approved for parts storage, was converted into a break-room. The renovation consisted of a kitchen and dining area. Our records do not include any building permits for the observed building improvements as required by State and City codes.

This letter shall serve as official notice to remove the illegal construction, including any building, electrical, plumbing, heating fixtures, and installations no later than January 15, 2011. All work shall be completed by licensed contractors under appropriate City permits. Failure to comply with this order will result in the issuance of a municipal citation and reinspection fees.

If you have any questions, please call me at 262.653.4263.

Sincerely,

DEPARTMENT OF NEIGHBORHOOD  
SERVICES AND INSPECTIONS

  
James M. Schultz  
Director

JMS:kah

- c: Michael J. Orth, Alderman of the 15<sup>th</sup> District
- Frank J. Pacetti, City Administrator
- Ed Antaramian, City Attorney
- Paula A. Blise, Zoning Coordinator
- Rick Hillesland, Building Inspector

625 52nd Street, Room 100 • Kenosha, WI 53140 • 262.653.4263 • Fax 262.653.4254

PERMIT INFORMATION 12/17/10  
Permit# 071730 - Project Address: 06814 39TH AVENUE

Location: Application Date: 07/06/00  
Parcel#: 02122024090370 Issue Date: 07/06/00  
Status: ZZ Wks Type: PLBG Completed Date: 08/21/00  
OWNER: A R C H I V E D CONTRACTOR:  
BRADLEY MOTORS KAELEBER CO  
3814 39TH AVENUE 2925 61ST STREET  
KENOSHA, WI KENOSHA, WI 53143

SPECIFICATIONS

Estimated Cost 1,000 \_\_\_\_\_  
Project Name (if commercial property) \_\_\_\_\_

Description of work/comments \_\_\_\_\_

CHECK ONE: Commercial \_\_\_\_\_ Residential X \_\_\_\_\_

CHECK ONE: New Building \_\_\_\_\_ Existing \_\_\_\_\_

FEEES

Fee Description	Rate	Qty	Pen	\$Amt	Fee Description	Rate	Qty	Pen	\$Amt	
200 WTR CLST	5.00	1		5.00	202 LAVATORY	5.00	1		5.00	
205 DISHWASHER	5.00	1		5.00	208 SINKS	5.00	1		5.00	
Total Fee Amount:				\$125.00	Including Penalty Amt:				\$100.00	Code: NP

INSPECTION DETAILS

Insp. Date: Desc. Pass Fail Comment  
KEM 08/18/00 FINAL X FINAL OK

*UPSTAIR*  
*Kelster*

EXHIBIT C



DEPARTMENT OF  
NEIGHBORHOOD SERVICES  
AND  
INSPECTIONS

JAMES M. SCHULTZ  
Director

Building Inspection

Property Maintenance

Zoning Enforcement

February 7, 2011

Mr. Bradley Munroe  
BBM Properties, LLC  
6814 39<sup>th</sup> Avenue  
Kenosha, WI 53142

Dear Mr. Munroe:

**SUBJECT: Rescindment of Order to Remove Interior Construction at 6814 39<sup>th</sup> Avenue**

We conducted further review of our permit records and have concluded that the appropriate building permits were obtained for the build-out of the room located on the 2<sup>nd</sup> floor of the building at subject location.

Based on this finding, I am rescinding the order dated December 14, 2010, to remove illegal construction.

However, our research did not find a record of a permit to occupy this space which is required by City Ordinance. Unless you can provide us with a copy of the occupancy permit, you will be required to obtain one. I have enclosed a copy of the permit application form which should be completed and returned to our office with the permit fee.

Should you have any questions, please contact me at 262.653.4263, or [jschultz@kenosha.org](mailto:jschultz@kenosha.org).

Sincerely,

DEPARTMENT OF NEIGHBORHOOD  
SERVICES AND INSPECTIONS

A handwritten signature in black ink, appearing to read "James M. Schultz".

James M. Schultz  
Director

JMS:saz  
Enclosure

c: Frank Pacetti, City Administrator  
Steve Bostrom, Alderman of the 12<sup>th</sup> District  
Michael Orth, Alderman of the 15<sup>th</sup> District  
Ed Antaramian, City Attorney  
Paula Blise, Zoning Coordinator  
Rick Hillesland, Building Inspector

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Common Council Agenda Item H2

December 5, 2011 Page 89

**RESOLUTION NO. \_\_\_\_\_**

**BY: FINANCE COMMITTEE**

**To Rescind One (1) Special Assessment Levied by Resolution  
No. 123-11 against Parcel No. 02-122-02-409-037  
(6814 39<sup>th</sup> Avenue) Kenosha, Wisconsin**

**WHEREAS**, on October 3, 2011, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 123-11 levying special assessments for **Unpaid Permit Fees** for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Neighborhood Services and Inspections; and,

**WHEREAS**, it has been stated by the property owner, Robert Munroe, that a special assessment should not have been levied on one (1) of those parcels; to wit: Parcel No. 02-122-02-409-037 (6814 39<sup>th</sup> Avenue), Kenosha, Wisconsin.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that the special assessment of \$280.00 levied by Resolution No. 123-11 against Parcel No. 02-122-02-409-037 (6814 39<sup>th</sup> Avenue ) Kenosha, Wisconsin be and hereby is rescinded thereby reducing the total amount of the resolution by \$280.00.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Approved:

\_\_\_\_\_, Mayor  
Keith G. Bosman

Attest:

\_\_\_\_\_, City Clerk-Treasurer  
Michael Higgins

Drafted by:  
Department of Neighborhood Services and Inspections

/saz

**RESOLUTION NO. \_\_\_\_\_**

**BY: COMMITTEE ON FINANCE**

**TO LEVY A SPECIAL ASSESSMENT UNDER AUTHORITY OF  
CHARTER ORDINANCE NO. 26, AS AMENDED, UPON CERTAIN  
PARCELS OF LAND WITHIN THE CITY OF KENOSHA, WISCONSIN**

**WHEREAS**, trash and debris located on certain parcels of land in the City of Kenosha, Wisconsin, has been ordered removed by the Health Department of the County of Kenosha, pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, of the City of Kenosha, Wisconsin; and,

**WHEREAS**, pursuant to Subsection G., Charter Ordinance No. 26, as amended, the cost of abatement, including the cost of service, mailing and publication, and a Seventy-five (\$75.00) Dollar Administrative Fee, is to be specially assessed against the real estate upon which such debris and trash were located; and,

**WHEREAS**, trash and debris has been removed by the City, through private contract, from various parcels of real estate at the costs of abatement and administration noted by report from the Health Department dated November 15, 2011, for the City of Kenosha, which report is on file in the Office of the City Clerk/Treasurer and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, special assessments in the total amount of Six Thousand Three Hundred Seventy-Two Dollars and fifty-one cents (\$6,372.51) are levied against the respective parcels of property listed in the report of the Health Department on file in the Office of the City Clerk/Treasurer for the City of Kenosha, Wisconsin, with interest thereon to be charged at seven and one-half (7.5%) percent per annum from the date of passage of this Resolution.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Date: \_\_\_\_\_

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney



# County of Kenosha

John T. Janson, Director  
Department of Human Services

Division of Health  
Cynthia Johnson, Director  
8600 Sheridan Rd., Suite 600  
Kenosha, WI 53143-6515  
Phone: (262) 605-6700  
Fax: (262) 605-6715

DATE: November 15, 2011

TO: Edward R. Antaramian, City Attorney

FROM: Cynthia Johnson, Director Health Department

RE: Request of special assessments for the following properties, as per Charter Ordinance Number 26 - City of Kenosha

1.)	<b>4308 6th Av</b>	PARCEL #	11-223-30-481-011
	<b><u>OWNER OF RECORD:</u></b> Mark Yunker 4308 6th Av Kenosha WI 53140	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting <b>TOTAL:</b>	 75.00 985.00 6.15 22.42 <u>1,088.57</u>
	Cleanup Date:	9/8/2011	
2.)	<b>612 44th St</b>	PARCEL #	11-223-30-481-007
	<b><u>OWNER OF RECORD:</u></b> Russ Bordars 5601 Springbrook Rd Pleasant Prairie WI 53158	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting <b>TOTAL:</b>	 75.00 125.00  <u>200.00</u>
	Cleanup Date:	9/8/2011	
3.)	<b>4806 17th Av</b>	PARCEL #	12-223-31-204-026
	<b><u>OWNER OF RECORD:</u></b> Robert & Jennifer Warren 4806 17th Av Kenosha WI 53140	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting <b>TOTAL:</b>	 75.00 385.00  <u>460.00</u>
	Cleanup Date:	9/13/2011	
4.)	<b>4911 25th Av</b>	PARCEL #	09-222-36-108-010
	<b><u>OWNER OF RECORD:</u></b> Jose Aguilar 4911 25th Av Kenosha WI 53140	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting <b>TOTAL:</b>	 75.00 155.00  <u>230.00</u>
	Cleanup Date:	9/21/2011	

5.)	6710 20th Av	PARCEL #	05-123-06-326-032
<b><u>OWNER OF RECORD:</u></b>		<b><u>ASSESSMENT:</u></b>	
Jonathan Jameson		Administrative Fee	75.00
5522 56th Av		Clean up	100.00
Kenosha WI 53144		Certified Mail	
	Cleanup Date: 9/23/2011	Newspaper Posting	
		<b>TOTAL:</b>	<b>175.00</b>
6.)	6316 14th Av	PARCEL #	12-223-31-309-003
<b><u>OWNER OF RECORD:</u></b>		<b><u>ASSESSMENT:</u></b>	
Nick Guerra		Administrative Fee	75.00
5402 24th Av		Clean up	100.00
Kenosha WI 53140		Certified Mail	
	Cleanup Date: 8/23/2011	Newspaper Posting	
		<b>TOTAL:</b>	<b>175.00</b>
7.)	4119 58th St	PARCEL #	08-222-35-478-003
<b><u>OWNER OF RECORD:</u></b>		<b><u>ASSESSMENT:</u></b>	
Fernando & Lucy Gallegos		Administrative Fee	75.00
4119 58th St		Clean up	275.00
Kenosha WI 53140		Certified Mail	6.15
	Cleanup Date: 9/26/2011	Newspaper Posting	22.04
		<b>TOTAL:</b>	<b>378.19</b>
8.)	4711 22nd Av	PARCEL #	12-223-31-229-017
<b><u>OWNER OF RECORD:</u></b>		<b><u>ASSESSMENT:</u></b>	
Gregory & Estelita Barker		Administrative Fee	75.00
4711 22nd Av		Clean up	100.00
Kenosha WI 53140		Certified Mail	
	Cleanup Date: 9/26/2011	Newspaper Posting	
		<b>TOTAL:</b>	<b>175.00</b>
9.)	6919 Sheridan Rd	PARCEL #	05-123-06-434-012
<b><u>OWNER OF RECORD:</u></b>		<b><u>ASSESSMENT:</u></b>	
Judith Strand		Administrative Fee	75.00
1335 Sheridan Rd		Clean up	155.00
Kenosha WI 53140		Certified Mail	6.15
	Cleanup Date: 9/21/2011	Newspaper Posting	
		<b>TOTAL:</b>	<b>236.15</b>
10.)	6021 25th Av	PARCEL #	01-122-01-104-011
<b><u>OWNER OF RECORD:</u></b>		<b><u>ASSESSMENT:</u></b>	
Alma Koran		Administrative Fee	75.00
4143 N Highway 45		Clean up	365.00
Lake Villa IL 60046		Certified Mail	6.15
	Cleanup Date: 10/3/2011	Newspaper Posting	
		<b>TOTAL:</b>	<b>456.15</b>

11.)	5126 62nd St	PARCEL #	02-122-02-231-036
<b><u>OWNER OF RECORD:</u></b>		<b><u>ASSESSMENT:</u></b>	
Joseph & Melinda Bieher		Administrative Fee	75.00
5126 62nd St		Clean up	185.00
Kenosha WI 53142		Certified Mail	6.15
Cleanup Date:	10/4/2011	Newspaper Posting	
		<b>TOTAL:</b>	<b>266.15</b>
12.)	3920 14th Av	PARCEL #	11-223-30-302-015
<b><u>OWNER OF RECORD:</u></b>		<b><u>ASSESSMENT:</u></b>	
Anthony Infusino Jr & Sherry Krebs		Administrative Fee	75.00
2319 2nd Cir		Clean up	125.00
Kenosha WI 53140		Certified Mail	
Cleanup Date:	10/7/2011	Newspaper Posting	
		<b>TOTAL:</b>	<b>200.00</b>
13.)	1726 29th St	PARCEL #	10-223-19-379-006
<b><u>OWNER OF RECORD:</u></b>		<b><u>ASSESSMENT:</u></b>	
Nicola & Brian Statoma		Administrative Fee	75.00
1726 29th St		Clean up	125.00
Kenosha WI 53140		Certified Mail	
Cleanup Date:	10/10/2011	Newspaper Posting	
		<b>TOTAL:</b>	<b>200.00</b>
14.)	1606 62nd ST	PARCEL #	05-123-08-205-017
<b><u>OWNER OF RECORD:</u></b>		<b><u>ASSESSMENT:</u></b>	
Banks of Wisconsin		Administrative Fee	75.00
5117 Green Bay Rd		Clean up	955.00
Kenosha WI 53144		Certified Mail	6.15
Cleanup Date:	10/12/2011	Newspaper Posting	
		<b>TOTAL:</b>	<b>1,036.15</b>
15.)	4406 58th ST	PARCEL #	08-222-35-452-019
<b><u>OWNER OF RECORD:</u></b>		<b><u>ASSESSMENT:</u></b>	
HSBC Bank USA NA Trustee		Administrative Fee	75.00
2001 Bishops Gate Blvd		Clean up	375.00
Mt Laurel NJ 08054		Certified Mail	6.15
Cleanup Date:	10/14/2011	Newspaper Posting	
		<b>TOTAL:</b>	<b>456.15</b>
16.)	4901 22nd Av	PARCEL #	12-223-31-231-008
<b><u>OWNER OF RECORD:</u></b>		<b><u>ASSESSMENT:</u></b>	
BENTG Properties LLC		Administrative Fee	75.00
5508 2nd Av Unit 1B		Clean up	125.00
Kenosha WI 53140		Certified Mail	
Cleanup Date:	10/18/2011	Newspaper Posting	
		<b>TOTAL:</b>	<b>200.00</b>

17.) 8454 14th Av

PARCEL # 08-123-07-371-033

**OWNER OF RECORD:**

Sonia Aguilar  
Victor Sanchez  
8454 14th Av  
Kenosha WI 53143

**ASSESSMENT:**

Administrative Fee 75.00  
Clean up 355.00  
Certified Mail  
Newspaper Posting

Cleanup Date: 10/31/2011

**TOTAL:** 430.00

<b>CHARTER 26 TOTAL</b>	<b>\$ 5,372.51</b>
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Resolution No. \_\_\_\_\_

By: the Mayor

RESOLUTION AWARDING THE SALE OF  
\$13,280,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011

WHEREAS, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") has, by a resolution adopted on November 21, 2011 (the "Initial Resolution"), authorized the issuance of general obligation refunding bonds pursuant to Section 67.04 of the Wisconsin Statutes in an amount not to exceed \$13,280,000 for the public purpose of refunding obligations of the City, including interest on them, specifically, the Tax Increment Project Revenue Bonds, Series A and Series B (Gordon Food Service Project) (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of achieving debt service cost savings;

WHEREAS, cities are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance their outstanding obligations; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell its general obligation refunding bonds (the "Bonds") to Piper Jaffray & Co. (the "Purchaser"), pursuant to the terms and conditions of its bond purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

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

Section 1. Sale of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of THIRTEEN MILLION TWO HUNDRED EIGHTY THOUSAND DOLLARS (\$13,280,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted, and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Bonds aggregating the principal amount of THIRTEEN MILLION TWO HUNDRED EIGHTY THOUSAND DOLLARS (\$13,280,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds, Series 2011"; shall be issued in the aggregate principal amount of \$13,280,000; shall be dated December 19, 2011; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on September 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest is

payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2012. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on September 1, 2023 shall be subject to redemption prior to maturity, at the option of the City, on September 1, 2022 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2012 through 2022 for the payments due in the years 2012 through 2023 in the amounts set forth on the Schedule. The amount of tax levied in the year 2012 shall be the total amount of debt service due on the Bonds in the years 2012 and 2013; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Bonds in the year 2012.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Bonds or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the

principal of and interest on the Bonds coming due on September 1, 2012 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$13,280,000 General Obligation Refunding Bonds, Series 2011, dated December 19, 2011" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund

Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall

be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 15. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All

actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 17. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on December 21, 2011 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to take all actions necessary for the redemption of the Refunded Obligations on their redemption date. All actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser of the Bonds determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 5th day of December, 2011

Attest: \_\_\_\_\_, City Clerk  
Michael Higgins

Approved: \_\_\_\_\_, Mayor  
Keith G. Bosman

Dated: \_\_\_\_\_, 2011

EXHIBIT A

Bond Purchase Proposal

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT B-1

Pricing Summary

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT C

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	KENOSHA COUNTY	
NO. R-____	CITY OF KENOSHA	\$_____
	GENERAL OBLIGATION REFUNDING BOND, SERIES 2011	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
September 1, _____	December 19, 2011	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$\_\_\_\_\_)

FOR VALUE RECEIVED, the City of Kenosha, Kenosha County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2012 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$13,280,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of refunding certain outstanding obligations of the City, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on November 21, 2011 and December 5, 2011. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on September 1, 2023 are subject to redemption prior to maturity, at the option of the City, on September 1, 2022 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ are also subject to mandatory redemption by lot as provided in the resolution awarding the sale of the Bonds at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Kenosha, Kenosha County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF KENOSHA,  
KENOSHA COUNTY, WISCONSIN

By: \_\_\_\_\_  
Keith G. Bosman  
Mayor

(SEAL)

By: \_\_\_\_\_  
Michael Higgins  
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

Resolution No. \_\_\_\_\_

By: the Mayor

RESOLUTION AWARDING THE SALE OF  
\$800,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2012A

WHEREAS, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") has, by a resolution adopted on November 21, 2011 (the "Initial Resolution"), authorized the issuance of general obligation promissory notes pursuant to Section 67.12(12) of the Wisconsin Statutes in an amount not to exceed \$3,700,000 for the public purpose of providing funds to pay the cost of settling claims made in litigation against the City;

WHEREAS, the Common Council hereby finds and determines that the purpose authorized by the Initial Resolution is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purpose; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell general obligation promissory notes (the "Notes") authorized by the Initial Resolution in the amount of \$800,000 to Piper Jaffray & Co. (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

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

Section 1. Sale of the Notes. For the purpose set forth in the Initial Resolution, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted, and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2012A"; shall be issued in the aggregate principal amount of \$800,000; shall be dated January 4, 2012; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rate per annum and mature on December 1, 2021 as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest is payable semi-annually on June 1 and December 1 of each year commencing on December 1, 2012. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the

Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes shall be subject to redemption prior to maturity, at the option of the City, on December 1, 2020 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2012 through 2020 for the payments due in the years 2012 through 2021 in the amounts set forth on the Schedule. The amount of tax levied in the year 2012 shall be the total amount of debt service due on the Notes in the years 2012 and 2013; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2012.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Notes, or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Notes coming due on December 1, 2012 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$800,000 General Obligation Promissory Notes, Series 2012A, dated January 4, 2012" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on

the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Notes have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the use of the proceeds of the Notes will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the

Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 15. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official

Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser of the Notes determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 5th day of December, 2011.

Attest: \_\_\_\_\_, City Clerk  
Michael Higgins

Approved: \_\_\_\_\_, Mayor  
Keith G. Bosman

Dated: \_\_\_\_\_, 2011

EXHIBIT A

Note Purchase Proposal

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT B-1

Pricing Summary

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT C

(Form of Note)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	KENOSHA COUNTY	
NO. R-____	CITY OF KENOSHA	\$ _____
	GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2012A	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
December 1, 2021	January 4, 2012	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Kenosha, Kenosha County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on June 1 and December 1 of each year commencing on December 1, 2012 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$800,000, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of providing funds to pay the cost of settling claims made in litigation against the City, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on November 21, 2011 and December 5, 2011. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes are subject to redemption prior to maturity, at the option of the City, on December 1, 2020 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Kenosha, Kenosha County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF KENOSHA,  
KENOSHA COUNTY, WISCONSIN

By: \_\_\_\_\_  
Keith G. Bosman  
Mayor

(SEAL)

By: \_\_\_\_\_  
Michael Higgins  
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

Resolution No. \_\_\_\_\_

By: the Mayor

RESOLUTION AWARDING THE SALE OF  
\$2,900,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2012A

WHEREAS, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") has, by a resolution adopted on November 21, 2011 (the "Initial Resolution"), authorized the issuance of general obligation promissory notes pursuant to Section 67.12(12) of the Wisconsin Statutes in an amount not to exceed \$3,700,000 for the public purpose of providing funds to pay the cost of settling claims made in litigation against the City;

WHEREAS, the Common Council hereby finds and determines that the purpose authorized by the Initial Resolution is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purpose;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such notes on a taxable rather than tax-exempt basis; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell general obligation promissory notes (the "Notes") authorized by the Initial Resolution in the amount of \$2,900,000 to Piper Jaffray & Co. (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

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

Section 1. Sale of the Notes. For the purpose set forth in the Initial Resolution, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION NINE HUNDRED THOUSAND DOLLARS (\$2,900,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted, and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of TWO MILLION NINE HUNDRED THOUSAND DOLLARS (\$2,900,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2012A"; shall be issued in the aggregate principal amount of \$2,900,000; shall be dated January 4, 2012; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on December 1 of each year, in the years and principal amounts as set forth on the

Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest is payable semi-annually on June 1 and December 1 of each year commencing on December 1, 2012. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2012 through 2020 for the payments due in the years 2012 through 2021 in the amounts set forth on the Schedule. The amount of tax levied in the year 2012 shall be the total amount of debt service due on the Notes in the years 2012 and 2013; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2012.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Notes or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Notes coming due on December 1, 2012 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$2,900,000 Taxable General Obligation Promissory Notes, Series 2012A, dated January 4, 2012" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Notes have been issued has been

accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 11. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the

Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 15. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 16. Bond Insurance. If the Purchaser of the Notes determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices

to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 5th day of December, 2011.

Attest: \_\_\_\_\_, City Clerk  
Michael Higgins

Approved: \_\_\_\_\_, Mayor  
Keith G. Bosman

Dated: \_\_\_\_\_, 2011

EXHIBIT A

Note Purchase Proposal

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT B-1

Pricing Summary

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT C

(Form of Note)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	KENOSHA COUNTY	
NO. R-_____	CITY OF KENOSHA	\$_____
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2012A		

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
December 1, _____	January 4, 2012	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$\_\_\_\_\_)

FOR VALUE RECEIVED, the City of Kenosha, Kenosha County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on June 1 and December 1 of each year commencing on December 1, 2012 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$2,900,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of providing funds to pay the cost of settling claims made in litigation against the City, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on November 21, 2011 and December 5, 2011. Said resolutions are recorded in the official minutes of the Common Council for said dates.

This Note is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes after the Record Date. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Kenosha, Kenosha County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF KENOSHA,  
KENOSHA COUNTY, WISCONSIN

By: \_\_\_\_\_  
Keith G. Bosman  
Mayor

(SEAL)

By: \_\_\_\_\_  
Michael Higgins  
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

**RESOLUTION NO. \_\_\_\_\_**

**SPONSOR: ALDERPERSON ANTHONY NUDO**  
**CO-SPONSOR: ALDERPERSON JESSE L. DOWNING**  
**ALDERPERSON DAVID F. BOGDALA**  
**ALDERPERSON STEVE BOSTROM**  
**ALDERPERSON RAY MISNER**  
**ALDERPERSON DANIEL L. PROZANSKI, JR.**  
**ALDERPERSON THEODORE A. RUFFALO**  
**ALDERPERSON G. JOHN RUFFOLO**  
**ALDERPERSON MICHAEL J. ORTH**  
**ALDERPERSON ROCCO J. LAMACCHIA, SR.**  
**ALDERPERSON LAWRENCE F. GREEN**

**TO COMMEND THE 2011 FOOTBALL TEAM OF  
MARY D. BRADFORD HIGH SCHOOL WHO ARE  
THE 2011 WIAA STATE CHAMPIONS**

**WHEREAS,** Mary D. Bradford High School, formerly known as Kenosha High School and Kenosha Central High School, was established in 1849 as the first free public high school west of the Alleghenies, and throughout its history has been dedicated to the growth of the students through academic and athletic excellence; and,

**WHEREAS,** on November 18, 2011, the varsity football team of Mary D. Bradford High School defeated the high school team from Wisconsin Rapids at Camp Randall Stadium with a 7-0 victory to become the 2011 Wisconsin Interscholastic Athletic Association Division-1 Champions for the State of Wisconsin; and,

**WHEREAS,** the 2011 Bradford Red Devil football team had a perfect 14-0 record for the season joining the 1950 and 1959 teams as the only undefeated teams in school history; and,

**WHEREAS,** the season's success was truly a team effort accomplished while overcoming injuries to key players.

**NOW THEREFORE, BE IT RESOLVED,** that the Common Council for the City of Kenosha, Wisconsin, on behalf of all of the citizens of the City, does hereby commend the student athletes and trainers of the Mary D. Bradford varsity football team who dedicated themselves to rigorous physical strength and endurance training prior to the season, long practices during the season, and an

unbridled determination for personal excellence within the team structure during games.

**BE IT FURTHER RESOLVED**, that Head Coach Jed Kennedy and his coaching staff along with the adult trainers and staff be commended for their hard work in instilling football technique, a sense of teamwork and the virtues of dedication, leadership, sportsmanship and perseverance in the student athletes in their charge.

**BE IT FURTHER RESOLVED** that the parents and supporters, specifically including staff and students, of the Mary D. Bradford football program be commended for without their help there would not have been the measure of success had by the team.

**BE IT FURTHER RESOLVED** that Tuesday, December 20, 2011, be known as the Mary D. Bradford High School Red Devil Football Team Day in the City of Kenosha, Wisconsin.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor                      Date: \_\_\_\_\_

Drafted By:  
EDWARD R. ANTARAMIAN,  
(Tremper, Class of 1977)  
City Attorney

and

WILLIAM K. RICHARDSON  
(Bradford, Class of 1976)  
Assistant City Attorney

RESOLUTION NO. \_\_\_\_\_

BY: THE MAYOR

**TO REORGANIZE CERTAIN OPERATIONS OF THE CITY OF  
KENOSHA WITH RESPECT TO THE DEPARTMENTS OF CITY  
DEVELOPMENT AND NEIGHBORHOOD SERVICES AND  
INSPECTIONS AND TO SUBSEQUENTLY CREATE THE  
DEPARTMENT OF COMMUNITY DEVELOPMENT AND  
INSPECTIONS**

**WHEREAS**, for the purpose of operating the City on a cost effective and efficient basis, it is desirable to reorganize certain operations with respect to the Departments of City Development and Neighborhood Services and Inspections; and

**WHEREAS**, the consolidation of the aforementioned departments results in the creation of the Department of Community Development and Inspections.

**NOW THEREFORE BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that the following changes of operation of the City are adopted as provided and scheduled for implementation herein:

1. The Department of City Development and the position of Director of City Development shall be abolished upon s1.05 K. (1) and (2) of the Code of General Ordinances, entitled "Department of City Development," being repealed. A Copy of an Ordinance draft to that effect is attached hereto as Exhibit A and incorporated herein by reference.

2. The Department of Neighborhood Services and Inspections and the position of Director of Neighborhood Services and Inspections shall be abolished upon s1.05 N. (1) and (2) of the Code of General Ordinances, entitled "Department of Neighborhood Services and Inspections," being repealed. A Copy of an Ordinance draft to that effect is attached hereto as Exhibit A and incorporated herein by reference.

3. The Department of Community Development and Inspections and the position of Director of Community Development and Inspections is created under s1.05 K (1) and (2) upon the passage and publication of the Ordinance referenced in Exhibit A.
4. The Organization Chart and the Table of Organization for the Department of Community Development and Inspections shall be as set forth in Exhibits B and C, which are attached hereto and incorporated herein by reference.
5. The initial job descriptions for the positions of Director of Community Development and Inspections; Superintendent of Planning, Zoning & Development; Superintendent of Building Inspection and Property Maintenance; and Inspector I, II and Senior Inspector shall be as set forth in Exhibits F, G, H, I, J, K which are attached hereto and incorporated herein by reference.
6. All positions/employees in the Departments of City Development and Neighborhood Services and Inspections shall be transferred to the Department of Community Development and Inspections upon s1.05 K (1) and (2) of the Code of General Ordinances being created. The position of Soil Erosion Inspector in the Department of Neighborhood Services and Inspections, shall be transferred to the Department of Public Works upon s1.05 of the Code of General Ordinances being created. Both actions are set forth in Exhibit C.
7. The incumbent of the position of Director of City Development shall be reclassified to the appropriate rate of pay and assume the duties of the position of Director of Community Development and Inspections as set forth in Exhibits D, E and F.
8. The Table of Organization for the City of Kenosha which is attached hereto as Exhibit C and is adopted as amended and incorporated herein by reference.

9. Personnel actions to be taken to implement those changes necessary for the consolidation of the Departments of City Development and Neighborhood Services and Inspections above are outlined in Exhibits C, D, and E which are attached hereto and incorporated herein by reference.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST: \_\_\_\_\_  
Mike Higgins, City Clerk

APPROVED: \_\_\_\_\_  
Keith G. Bosman, Mayor

# EXHIBIT A

ORDINANCE NO. \_\_\_\_\_

**SPONSOR: THE MAYOR**

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

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

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

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

**K. Department of Community Development and Inspections.**

1. The Department of Community Development and Inspections shall be under the general supervision of the Mayor and City Administrator and the Public Safety and Welfare Committee. The department is charged with the duties of administering various programs and activities including, but not limited to, planning, zoning, Community Development Block Grant program, administers Home Investment Partnership Act (HOME) program, redevelopment, historic preservation programs, property maintenance, building inspection and Minimum Housing and Sign Code enforcement.

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

Authority of the City of Kenosha.

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

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

### **1.15 ANNEXATION ORDINANCES PRELIMINARY REPORTS**

**B. Report of City Attorney.** Within three weeks after the filing of a petition for annexation of territory to the City, the City Attorney shall examine the petition, notices, reports of City Plan Commission, City Engineer, and the State Department of Administration and give his written opinion to the Council as to whether there has been such compliance with the Wisconsin Statutes as to authorize the enactment of an Ordinance annexing the territory.

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

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

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

**Section Five:** Chapters One; Two; Three; Four; Five; Eight; Nine; Ten; Eleven;

Twelve; Thirteen; Fourteen; Fifteen; Sixteen; Seventeen; Twenty; Twenty-Two; Twenty-Seven; Twenty-Eight; Thirty-Two; Thirty-Three; Thirty-Four and Thirty-Five of the Code of General Ordinances for the City of Kenosha, Wisconsin, are amended by substituting therein the phrases “Department of Community Development and Inspections” for the “Department of City Development”, the “Department of Neighborhood Services and Inspections”, City Plan Division of the Department of City Development”, combinations and variations thereof, or similar terminology wherever those phrases appear.

**Section Six:** Chapters Two, Five and Seventeen of the Code of General Ordinances for the City of Kenosha, Wisconsin, are amended by substituting therein the phrase “Director of the Department of Community Development and Inspections” for “City Planner” or similar terminology wherever those phrases appear.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

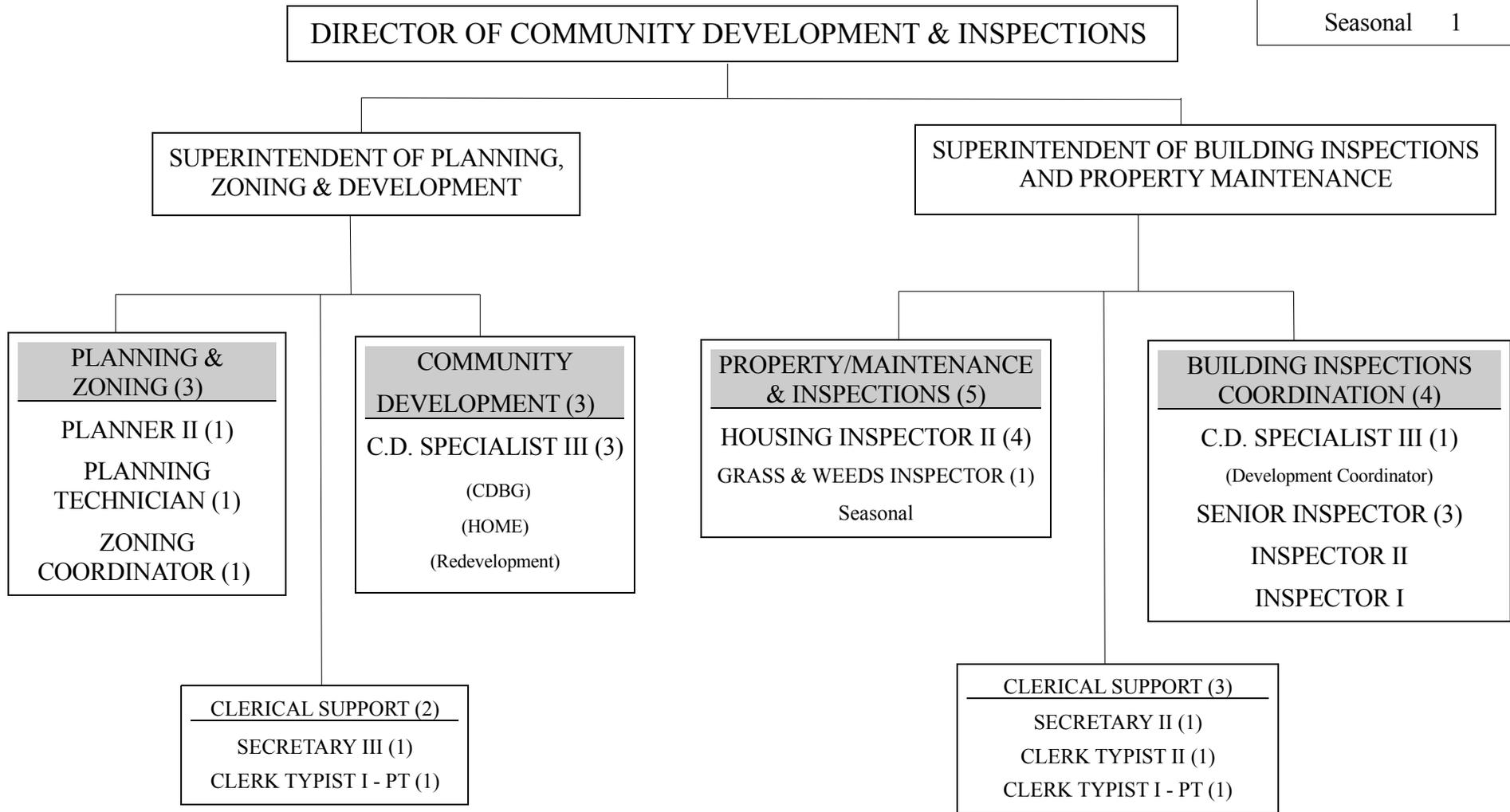
Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

**EXHIBIT B**

**DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS**

<u>2011</u>	
Full-time	20
Part-time	2
Seasonal	1



NOTE: Positions reflected within divisions are represented alphabetically and do not reflect supervisory oversight or level of importance.

Eligible classifications may be underfilled at the appropriate level.

## EXHIBIT C

### Table of Organization

Change the Table of Organization in the Departments of City Development, Neighborhood Services and Inspections, and Public Works to accept the following:

- (a) Eliminate the following positions from the Department of City Development: Director of City Development (funded and presently filled for 2011), Planner I/II (unfunded for 2011) and Community Development Specialist III (funded and presently vacant for 2011);
- (b) Eliminate the following positions from the Department of Neighborhood Services and Inspections: Director of Neighborhood Services and Inspections (funded and presently vacant for 2011); Supervisor of Building Inspection (funded and presently vacant for 2011); Supervisor of Property Maintenance (funded and presently vacant for 2011); Clerical Supervisor (funded and presently vacant for 2011); Senior Electrical Inspector (unfunded for 2011); and Senior Building Inspector (unfunded for 2011);
- (c) Transfer the existing position of Soil Erosion Inspector from Neighborhood Services and Inspections to the Department of Public Works;
- (d) Eliminate the Departments of City Development and Neighborhood Services and Inspections and create a consolidated Department of Community Development and Inspections; and
- (e) Create the positions of Director of Community Development and Inspections (see Exhibit F); Superintendent of Planning, Zoning & Development (see Exhibit G); and Superintendent of Building Inspection and Property Maintenance (see Exhibit H).
- (f) Create the positions of Senior Inspector, Inspector II and Inspector I and eliminate the existing positions of Building, Electrical and Plumbing Inspector I; Building, Electrical and Plumbing Inspector II; and Senior Building, Electrical and Plumbing Inspector (see Exhibits I, J, and K)

## **EXHIBIT D**

### Compensation Plan

Change the 2011 City compensation plan to codify changes as proposed in Exhibit A of this resolution for managerial, supervisory, professional and confidential employees as follows:

- (a) Create the salary pay range for the Director of Community Development and Inspections as \$6,957 – \$8,696 (derived from the average department head salary of those surveyed Wisconsin municipalities with combined planning and building inspection functions);
- (b) Create the salary pay range for the Superintendent of Planning, Zoning & Development as \$5,420 - \$6,640 (equivalent to salary pay range of Public Works division superintendents); and
- (c) Create the salary pay range for the Superintendent of Building Inspection and Property Maintenance as \$5,420 - \$6,640 (equivalent to salary pay range of Public Works division superintendents); and
- (d) Create the salary range for Inspector I as \$4,481 - \$5,106 (equivalent to existing salary range of Building, Electrical and Plumbing Inspector I); and
- (e) Create the salary range for Inspector II as \$4,719 - \$5,334 (equivalent to existing salary range of Building, Electrical and Plumbing Inspector II); and
- (f) Create the salary range for Senior Inspector II as \$4,953 - \$5,558 (equivalent to existing salary range of Senior Building, Electrical and Plumbing Inspector)

## EXHIBIT E

### Reclassifications

Subsequent to the changes as proposed in Exhibits A and B of this resolution, the following individuals are recommended for reclassification resulting from their expanded roles within the Department of Community Development and Inspections:

- Reclassification of Jeff Labahn to the position of Director of Community Development and Inspections. The recommendation having arisen from the expanded duties and responsibilities of managing the newly consolidated Department of Community Development and Inspections. *(Mr. Labahn will be placed at a salary level in accordance with Civil Service Rules).*
- Reclassification of Rich Schroeder to the position of Superintendent of Planning, Zoning & Development. The recommendation having arisen from the expanded duties and responsibilities of managing the newly consolidated Department of Community Development and Inspections. *(Mr. Schroeder will be placed at a salary level in accordance with Civil Service Rules).*
- Reclassification of Rick Hillesland to the position of Superintendent of Building Inspection and Property Maintenance. The recommendation having arisen from the expanded duties and responsibilities of managing the newly consolidated Department of Community Development and Inspections. *(Mr. Hillesland will be placed at a salary level in accordance with Civil Service Rules).*
- Reclassification of Mike Maki from the position of Planner I/II to Community Development Specialist III. The recommendation having arisen from the assumed duties of administering the HOME Program (formerly performed by Mark McCarthy, CD Specialist III) as well as continuing the oversight of historic preservation. *(Mr. Maki will be placed at a salary level in accordance with Civil Service Rules).*
- Reclassification of Kevin Mikolas from the position of Plumbing Inspector II to Inspector I (and red-circle at current rate of pay). The recommendation having arisen from the creation of new position titles as per Appendix D of this resolution.

## **Exhibit F**

### **DIRECTOR OF COMMUNITY DEVELOPMENT and INSPECTIONS**

**DEPARTMENT:**     **Community Development and Inspections**

#### **GENERAL OVERVIEW OF POSITION**

This position is responsible for the administration, leadership and management of all Department of Community Development and Inspections personnel, programs and activities. The general areas of responsibility include, but are not limited to the following: comprehensive planning, current planning, zoning, mapping, historic preservation, redevelopment, housing construction and rehabilitation, Community Development Block Grant and HOME programs, Capital Improvement Programming, property maintenance, building inspection and code enforcement. The Director works under the administrative direction of the City Administrator and Mayor within the the described areas of responsibility to promote and improve the health, safety and general welfare of the residents and property owners throughout the City of Kenosha.

#### **EXAMPLES OF ESSENTIAL FUNCTIONS: (illustrative only)**

The Director is responsible to administer a department having a diverse staff with a wide range of program directives and activities. Therefore, the essential duties and responsibilities reflect the priorities of this position in the specific areas of administration, leadership, management and communication as follows:

- Develop, maintain and evaluate departmental goals and objectives pertaining to all program and activity areas of the department.
- Develop, maintain and evaluate departmental policies to effectively, efficiently and consistently implement the departmental goals and objectives.
- Prepare, assess and implement the Comprehensive Plan including neighborhood plans, master plans, redevelopment plans and various other strategic plans which direct the physical, social and economic development of the City of Kenosha.
- Prepare, analyze and administer the operating budget for the department as well as the preparation of the five-year Capital Improvement Plan for the City.
- Support and provide appropriate staff resources for the City Plan Commission, Redevelopment Authority of the City of Kenosha, Community Development Block Grant Committee, HOME Commission, Historic Preservation Commission, City Industrial Park and Business Park of Kenosha Committees, Board of Zoning Appeals and Board of Housing Appeals.
- Promote staff development through a systematic approach to training, mentoring and continuous learning programs to achieve desirable customer service on both an internal and external basis.
- Act as the primary liaison and representative of the department with the Common Council, Council Standing Committees, City Department Heads and public or private groups.
- Oversee State and Federal programs for which the department has primary responsibility including, but not limited to, Community Development Block Grant Program and HOME Program.
- Act as the personnel manager with regard to hiring, discharge, discipline, assignment and evaluation of all departmental employees.
- Interpret the Code of General Ordinances and Zoning Ordinance as it pertains to departmental programs and activities.

*(NOTE: The duties listed above are intended as illustrations of the various types of work performed by persons in positions covered by this classification specification. This list is not all inclusive. The omission of a particular job duty does not mean that the duty is not one of the essential functions of the position. Management reserves the right to assign employees in this classification to duties not listed above, if the duties are fairly within the scope of responsibilities applicable to the level of work performed by employees in positions covered by this classification specification. This classification specification does not create an employment contract between the City and the employee and is subject to change by the City as the needs of the City and the department change over time.)*

## **REQUIREMENTS**

### **Training and Experience:**

- Bachelor's degree in planning, public administration, engineering or related field from an accredited college or university.  
Ten (10) years of progressively responsible experience, of which five (5) years are supervisory.  
A combination of education and experience that provides equivalent knowledge, skills and abilities.

### **Knowledge, Abilities and Skills:**

- Knowledge of the principles and practices of planning, zoning, development, redevelopment, housing, construction and maintenance; familiarity with land economics, urban design, municipal finance and other related subjects as applied to community development.
- Knowledge of the laws, ordinances and codes relating to land use and development regulations.
- Knowledge of administrative methods, principles and practices, including management budgetary development and administration and personnel management and administration.
- Ability to plan, direct and organize a comprehensive community development program.
- Ability to handle complaints and enforce compliance with applicable regulations.
- Ability to motivate, manage and supervise employees with varying levels of education and work experience.
- Ability to communicate effectively, orally and in writing and to prepare concise, accurate reports and written recommendations for changes, revisions, additions, deletions, or amendments to codes, ordinances, environmental and similar activities.
- Ability to maintain effective working relationships with officials, other departments, public agencies and the general public.
- Skill in the use of basic office equipment, personal computers and Geographic Information Systems.
- Ability to handle reasonably necessary stress.

### **Physical Requirements:**

- Task is essentially sedentary, with occasional walking, bending, light lifting or other restricted physical activities including driving and physical field observations.

**Environmental Requirements:**

- Task is regularly performed without exposure to adverse environmental conditions.

**Sensory Requirements:**

- Task requires color perception and discrimination.
- Task requires visual perception and discrimination.
- Task requires oral and written communications ability.

**Other Requirements:**

- Possession of a valid driver's license and a good driving record.
- May be required to provide vehicle for use on the job.

**FLSA Status: EXEMPT**

## Exhibit G

### SUPERINTENDENT OF PLANNING, ZONING AND DEVELOPMENT

**DEPARTMENT: Community Development and Inspections**

#### **GENERAL OVERVIEW OF POSITION**

This position is responsible for the supervision of the personnel, programs and activities of the planning, zoning and community development aspects of the department. The specific areas of responsibility include, but are not limited to, the following: comprehensive planning, current planning, zoning, mapping, development, redevelopment, historic preservation, tax incremental financing, budgeting, Community Development Block Grant program, HOME program, housing construction and rehabilitation. The superintendent works under the administrative direction of the Director of Community Development and Inspections.

#### **EXAMPLES OF ESSENTIAL FUNCTIONS (*illustrative only*)**

The Superintendent is responsible to lead and manage a staff of professional, technical and clerical employees in the work areas of planning, zoning and community development. The essential duties and responsibilities are as follows:

- Manage the comprehensive planning program for the City of Kenosha which includes the Land Use Plan, neighborhood plans, downtown plan, and various other master plans.
- Coordinate the administration of the Zoning Ordinance including revisions to the zoning map and zoning text.
- Oversee the mapping, cartographic and geographic information systems program in support of department projects and activities.
- Provide direct support to the City Plan Commission as it pertains to agendas, staff reports, meetings and training.
- Facilitate the tracking of all departmental agenda items for Common Council and Standing Committee meetings.
- Coordinate quarterly meetings with Wisconsin Department of Transportation as primary liaison between City and State regarding both private developments and public improvement projects.
- Administer the Wetland, Floodplain and Shoreland programs in compliance with the Wisconsin Department of Natural Resources and Federal Emergency Management Agency standards.
- Prepare ordinances involving the Code of General Ordinance and Zoning Ordinance in regard to planning, platting, zoning, land use or other development issues.
- Assist Director in regard to departmental budget, operational and personnel issues.
- Manage staff assignments, evaluations, training and discipline issues.
- Coordinate planning, zoning and land use issue with other city departments, County, State and/or Federal agencies.
- Oversee the Historic Preservation Program and provide staff and resources to the Historic Preservation Commission.
- Provide policy guidance and administrative oversight to the Community Development Block Grant Program and CDBG Commission.
- Provide policy guidance and administrative oversight to the HOME program and HOME Commission
- Provide policy guidance and administrative oversight to the redevelopment program and the Redevelopment Authority of the City of Kenosha.

*(NOTE: The duties listed above are intended as illustrations of the various types of work performed by persons in positions covered by this classification specification. This list is not all inclusive. The omission of a particular job duty does not mean that the duty is not one of the essential functions of the position. Management reserves the right to assign employees in this classification to duties not listed above, if the duties are fairly within the scope of responsibilities applicable to the level of work performed by employees in positions covered by this classification specification. This classification specification does not create an employment contract between the City and the employee and is subject to change by the City the needs of the City and the department change over time)*

## **REQUIREMENTS**

### **Training and Experience :**

- Bachelor's degree in planning or related field from an accredited college or university with five (5) years of progressively responsible experience, of which two (2) years are supervisory; or a combination of education and experience that provides equivalent knowledge, skills and abilities. American Institute of Certified Planners (AICP) is desirable.

### **Knowledge, Skills and Abilities:**

- Knowledge of the principles and practices of planning, zoning and community development; familiarity with land economics, urban design, municipal finance and other related subjects as applied to community development.
- Knowledge of the laws, ordinances, and codes relating to land use, zoning and development regulations.
- Knowledge of administrative methods, principles and practices, including management, budgetary development and administration and personnel management and administration.
- Ability to plan, direct, and organize a planning, zoning and community development program.
- Ability to handle complaints and enforce compliance with applicable regulations.
- Ability to motivate, manage, and supervise employees with varying levels of education and work experience.
- Ability to communicate effectively, orally and in writing and to prepare concise accurate reports and written recommendations for changes, revisions, additions, deletions, or amendments to codes, ordinances, environmental and similar activities.
- Ability to maintain effective working relationships with officials, other departments, public agencies, and the general public.
- Skill in the use of basic office equipment, personal computers and Geographic Information Systems.
- Ability to handle reasonably necessary stress.

### **Physical Requirements:**

- Task is essentially sedentary, with occasional walking, bending, light lifting, or other restricted physical activities including driving and physical field observations.
- 

### **Environmental Requirements:**

- Task is regularly performed without exposure to adverse environmental conditions.

### **Sensory Requirements:**

- Task requires color perception and discrimination.
- Task requires visual perception and discrimination.
- Task requires oral and written communications ability.

### **Other Requirements:**

- Possession of a valid driver's license and good driving record.
- May be required to provide a personal vehicle for use on the job.

**FLSA Status:** Exempt

## Exhibit H

### SUPERINTENDENT OF BUILDING INSPECTION and PROPERTY MAINTENANCE

**DEPARTMENT: Community Development and Inspections**

#### GENERAL OVERVIEW OF POSITION

This position is responsible for the supervision of the personnel, programs and activities of the building inspection and property maintenance aspects of the department. The specific areas of responsibility include, but are not limited to, the following: building inspection, plan review, permit review and issuance, property maintenance inspection, and seasonal weed and grass inspection. The superintendent works under the administrative direction of the Director of Community Development and Inspections.

#### EXAMPLES OF ESSENTIAL FUNCTIONS *(illustrative only)*

The Superintendent is responsible to lead and manage a staff of professional, technical and clerical employees in the work areas of building inspection and property maintenance. The essential duties and responsibilities are as follows:

- Manage the building inspection staff who make on-site inspections of new and existing projects consisting of, but not limited to structural, quality of materials, workmanship, proper permits and certifications.
- Oversees the plan reviews required in conjunction with building and other permit applications.
- Performs building inspections and plan reviews as needed in several trade specialties such as plumbing, electrical, mechanical, structural and finish.
- Resolves homeowner and contractor inquiries, complaints, violations and disputes; participates and responds to requests from other departments.
- Meets with architects, engineers, owners, builders and contractors to provide technical advice on City building standards and related permitting needs and procedures; develops new codes and ordinances.
- Attends meetings, conferences and seminars, makes presentations.
- Facilitates the City wide conditional use permit/site plan review and approval process as it pertains to building projects.
- Coordinates the housing inspection and code enforcement activities associated with the maintenance of existing occupied or vacant buildings and properties.
- Oversees the preparation of property maintenance inspectors reports and the subsequent activities pertaining to corrective action and compliance.
- Performs property inspections and code enforcement duties as needed.
- Reviews the establishment of re-inspection fees and special assessments.
- Conducts outreach to community groups, including landlords and other special interest groups.
- Assists Director in regard to departmental budget, operational and personnel issues.
- Manage staff assignments, evaluations, training and discipline issues.
- Provide policy guidance and administrative oversight to the building inspection and property maintenance programs.

*(NOTE: The duties listed above are intended as illustrations of the various types of work performed by persons in positions covered by this classification specification. This list is not all inclusive. The omission of a particular job duty does not mean that the duty is not one of the essential functions of the position. Management reserves the right to assign employees in this classification to duties not listed above, if the duties are fairly within the scope of responsibilities applicable to the level of work performed by employees in positions covered by this classification specification. This classification specification does not create an employment contract between the City and the employee and is subject to change by the City the needs of the City and the department change over time)*

## **REQUIREMENTS**

### **Required Training and Experience :**

- Bachelor's degree in architecture, engineering or related field from an accredited college or university with five (5) years of construction and building inspection experience, of which two (2) years are supervisory or a combination of education and experience that provides equivalent knowledge, skills and abilities is desirable.  
Certified in multiple UDC certifications, of which Commercial Building Inspector and Commercial Building Inspector is highly desirable.

### **Required Knowledge, Skills and Abilities:**

- Knowledge of modern practices and methods employed in building and related construction trades.
- Knowledge of modern supervisory practices and the ability to effectively utilize same.
- Knowledge of City and State Laws, regulations, codes and ordinances governing building standards, zoning and housing and certification and licensing of contractors.
- Ability to plan, organize, assign and direct to work of subordinates.
- Ability to verify and enforce violations cited by those in the field.
- Ability to prepare complex reports.
- Ability to consult with contractors, building owners, and the general public.
- Ability to issue violation and/or stop work orders when necessary and file reports on violations.
- Ability to read, understand and interpret plans, drawings, blueprints, specifications and related construction documents, and identify them to construction in progress.
- Ability to communicate effectively, both verbally and in writing.
- Ability to establish and maintain an effective working relationship with the general public, superiors, subordinates, and fellow employees.
- Knowledge of City code enforcement and municipal court procedures.
- Ability to consult with and enlist the cooperation of building owners, tenants, contractors, and the public.
- Skill in enforcing conformity with firmness, tact and impartiality.
- Ability to handle reasonably necessary stress.

### **Physical Requirements:**

- Task involves frequent walking; standing; some lifting and carrying objects of moderate weighted (12-20 pounds); and/or the operation of vehicles, office, shop keyboard, or hand tools in which manipulative skills and hand-eye coordination are important ingredients of safe and/or productive operations. At times may require sustained, performance of heavier physical tasks such as walking over rough or uneven surfaces, bending, stooping and working in confined spaces.

### **Environmental Requirements:**

- Task may require frequent exposure to adverse environmental conditions, such as: rodent/insect infestation, trip hazards and deteriorated structures.

### **Sensory Requirements:**

- Task requires color perception and discrimination.
- Task requires sound perception and discrimination.
- Task requires depth perception and discrimination.
- Task requires texture perception and discrimination.
- Task requires visual perception and discrimination.
- Task requires oral and written communications ability.

**Other Requirements:**

- Possession of a valid driver's license and good driving record.
- May be required to provide a personal vehicle for use on the job.

**FLSA Status:** Exempt

# Exhibit I

## INSPECTOR I

DEPT: Community Development & Inspections

### CHARACTERISTICS OF THE CLASS

Under the general supervision of the Superintendent of Building Inspection and Property Maintenance, is responsible for compliance of buildings, structures and premises' plans with all building, electrical or plumbing codes, and for reviewing structural plans. The employee performs field inspections of permitted projects for approval and ensures that violations are corrected. Work requires the use of technical knowledge and discretion in reviewing plans. Work is reviewed through reports, conferences, and results obtained. Performs other work as requested or assigned.

### EXAMPLES OF ESSENTIAL FUNCTIONS (illustrative only)

Reviews buildings and construction and site plans for compliance with building, electrical or plumbing code requirements and for practicability of plans.

Examines plans submitted with permit applications for compliance with building, electrical or plumbing codes; assists homeowners in plans for proposed work. Maintains computerized permit system.

Receives applications and plans, checks structural feature of plans, answers inquiries concerning building, electrical or plumbing code requirements; conducts field inspections.

Prepares reports of plans reviews; recommends interpretations of and revisions to building regulations; estimates job values; determines required inspections; and updates computer data base.

Acts as liaison with contractors, owners and City employees regarding local and state building, electrical or plumbing codes; determines compliance with outside agency requirements.

(NOTE: The duties listed above are intended as illustrations of the various types of work performed by persons in positions covered by this classification specification. This list is not all inclusive. The omission of a particular job duty does not mean that the duty is not one of the essential functions of the position. Management reserves the right to assign employees in this classification to duties not listed above, if the duties are fairly within the scope of responsibilities applicable to the level of work performed by employees in positions covered by this classification specification. This classification specification does not create an employment contract between the City and the employee and is subject to change by the City as the needs of the City and the department change over time.)

### REQUIREMENTS

#### Training and Experience:

High School Diploma or GED; supplemented by one of the following:

- Three (3) years construction experience or an equivalent combination of training and experience;
- Five (5) years experience as a Journeyman Electrician or an equivalent combination of training and experience;
- Five (5) years experience as a Journeyman Plumber or an equivalent combination of training and experience;

Certification from the State of Wisconsin in a minimum of one of the following:

- UDC Construction Inspector, UDC Plumbing Inspector, UDC Electric Inspector, UDC HVAC Inspector

Must obtain an additional UDC certification from the State of Wisconsin within six (6) months of employment as an Inspector I

(Requirements to obtain UDC certifications may be extended at the discretion of the City.)

**Knowledge, Abilities and Skills:**

Knowledge of all types of building construction, electrical or plumbing materials and methods, and of stages of construction when possible violations and defects may most easily be observed and corrected.

Knowledge of city and building, electrical or plumbing codes, and related laws and ordinances.

Ability to detect structural and other faults, and to appraise for quality of construction and physical depreciation.

Ability to read and interpret plans, specifications and blueprints quickly and accurately and to compare them with the city's building codes and zoning requirements.

Ability to consult with and enlist the cooperation of building owners, contractors, and the public and to establish effective working relationships with subordinates and with builders and their representatives.

Ability to handle reasonably necessary stress.

**Physical Requirements:**

Task involves the regular, and at times sustained, performance of heavier physical tasks such as walking over rough or uneven surfaces, bending, stooping, working in confined spaces, and lifting or carrying moderately heavy (20-50 pound) items and occasionally very heavy (100 pounds or over) items; or may involve the complex operation of gasoline, electric, or diesel-powered machinery or shop equipment requiring the manipulation of multiple controls, fine adjustments or both; or the sustained operation, on a production basis, of such devices as offset presses with associated equipment.

**Environmental Requirements:**

Task may require frequent exposure to adverse environmental conditions.

**Sensory Requirements:**

Task requires color perception and discrimination. Task requires sound perception and discrimination.  
Task requires depth perception and discrimination. Task requires visual perception and discrimination.  
Task requires oral communications ability.

**Additional Requirements:**

Possession of a valid driver's license and a good driving record.

May be required to provide a personal vehicle for use on the job.

**FLSA Status: Non-Exempt**

# Exhibit J

## INSPECTOR II

DEPT: Community Development & Inspections

### CHARACTERISTICS OF THE CLASS

Under the general supervision of the Superintendent of Building Inspection and Property Maintenance, is responsible for compliance of buildings, structures and premises' plans with all building, electrical or plumbing codes, and for reviewing structural plans. The employee performs field inspections of permitted projects for approval and ensures that violations are corrected. Work requires the use of technical knowledge and discretion in reviewing plans. Work is reviewed through reports, conferences, and results obtained. Performs other work as requested or assigned.

### EXAMPLES OF ESSENTIAL FUNCTIONS (illustrative only)

Reviews buildings and construction and site plans for compliance with building, electrical or plumbing code requirements and for practicability of plans.

Examines plans submitted with permit applications for compliance with building, electrical or plumbing codes; assists homeowners in plans for proposed work. Maintains computerized permit system.

Receives applications and plans, checks structural feature of plans, answers inquiries concerning building, electrical or plumbing code requirements; conducts field inspections.

Prepares reports of plans reviews; recommends interpretations of and revisions to building regulations; estimates job values; determines required inspections; and updates computer data base.

Acts as liaison with contractors, owners and City employees regarding local and state building, electrical or plumbing codes; determines compliance with outside agency requirements.

(NOTE: The duties listed above are intended as illustrations of the various types of work performed by persons in positions covered by this classification specification. This list is not all inclusive. The omission of a particular job duty does not mean that the duty is not one of the essential functions of the position. Management reserves the right to assign employees in this classification to duties not listed above, if the duties are fairly within the scope of responsibilities applicable to the level of work performed by employees in positions covered by this classification specification. This classification specification does not create an employment contract between the City and the employee and is subject to change by the City as the needs of the City and the department change over time.)

### REQUIREMENTS

#### Training and Experience:

High School Diploma or GED; supplemented by one of the following:

- Three (3) years construction experience or an equivalent combination of training and experience;
- Five (5) years experience as a Journeyman Electrician or an equivalent combination of training and experience;
- Five (5) years experience as a Journeyman Plumber or an equivalent combination of training and experience;

Certification from the State of Wisconsin in a minimum of three (3) of the following:

- UDC Construction Inspector, UDC Plumbing Inspector, UDC Electric Inspector, UDC HVAC Inspector

Must obtain an additional UDC certification from the State of Wisconsin within six (6) months of employment as an Inspector II

(Requirements to obtain UDC certifications may be extended at the discretion of the City.)

**Knowledge, Abilities and Skills:**

Knowledge of all types of building construction, electrical or plumbing materials and methods, and of stages of construction when possible violations and defects may most easily be observed and corrected.

Knowledge of city and building, electrical or plumbing codes, and related laws and ordinances.

Ability to detect structural and other faults, and to appraise for quality of construction and physical depreciation.

Ability to read and interpret plans, specifications and blueprints quickly and accurately and to compare them with the city's building codes and zoning requirements.

Ability to consult with and enlist the cooperation of building owners, contractors, and the public and to establish effective working relationships with subordinates and with builders and their representatives.

Ability to handle reasonably necessary stress.

**Physical Requirements:**

Task involves the regular, and at times sustained, performance of heavier physical tasks such as walking over rough or uneven surfaces, bending, stooping, working in confined spaces, and lifting or carrying moderately heavy (20-50 pound) items and occasionally very heavy (100 pounds or over) items; or may involve the complex operation of gasoline, electric, or diesel-powered machinery or shop equipment requiring the manipulation of multiple controls, fine adjustments or both; or the sustained operation, on a production basis, of such devices as offset presses with associated equipment.

**Environmental Requirements:**

Task may require frequent exposure to adverse environmental conditions.

**Sensory Requirements:**

Task requires color perception and discrimination. Task requires sound perception and discrimination.  
Task requires depth perception and discrimination. Task requires visual perception and discrimination.  
Task requires oral communications ability.

**Additional Requirements:**

Possession of a valid driver's license and a good driving record.

May be required to provide a personal vehicle for use on the job.

FLSA Status: Non-Exempt

# Exhibit K

## SENIOR INSPECTOR

**DEPT:** Community Development & Inspections

### CHARACTERISTICS OF THE CLASS

Under general supervision of the Superintendent of Building Inspection and Property Maintenance, performs a wide range of on-site building inspections encompassing all trades and reviews related plans, specifications and permits to ensure the safety, conformance and compliance with applicable laws, codes, ordinances and regulations. May supervise other inspectors. Work is reviewed for conformance with established policies and procedures. Performs other work as requested or assigned.

### EXAMPLES OF ESSENTIAL FUNCTIONS (illustrative only)

Performs field inspections of new and existing buildings and other construction projects consisting of but not limited to structural, quality of materials, workmanship, proper permits and certifications.

Reviews and checks structural and site development plans and specification documents for adherence to all codes, ordinances, and safety regulations.

Meets with architects, engineers, owners, builders and contractors to provide technical advice on City building standards and related permits and procedures.

Issues building permits; maintains computerized permit system; prepares reports and maintains records of work performed; makes recommendations for changes in the ordinances and regulations governing building inspections.

Follows up on complaints, violations, disputes and participates in the resolution of these situations; warns the public of unlicensed contractors.

Confers with field inspectors from other municipal departments to resolve common problems; questions code violators and advises on code corrections.

(NOTE: The duties listed above are intended as illustrations of the various types of work performed by persons in positions covered by this classification specification. This list is not all inclusive. The omission of a particular job duty does not mean that the duty is not one of the essential functions of the position. Management reserves the right to assign employees in this classification to duties not listed above, if the duties are fairly within the scope of responsibilities applicable to the level of work performed by employees in positions covered by this classification specification. This classification specification does not create an employment contract between the City and the employee and is subject to change by the City as the needs of the City and the department change over time.)

### REQUIREMENTS

#### Training and Experience:

High School Diploma or GED; supplemented by one of the following:

- Three (3) years construction experience or an equivalent combination of training and experience;
- Five (5) years experience as a Journeyman Electrician or an equivalent combination of training and experience;
- Five (5) years experience as a Journeyman Plumber or an equivalent combination of training and experience;

Certification from the State of Wisconsin in three of the following:

- UDC Construction Inspector, UDC Plumbing Inspector, UDC Electric Inspector, UDC HVAC Inspector

Certification by the State of Wisconsin in one of the following:

- Commercial Construction, Commercial Plumbing, Commercial Electrical

(Requirements to obtain UDC certifications may be extended at the discretion of the City.)

**Knowledge, Abilities and Skills:**

Knowledge of modern practices and methods employed in building, electrical, plumbing and related construction trades.

Knowledge of City and State Laws, regulations, codes and ordinances governing building standards, housing, certification and licensing of contractors.

Ability to carry out field inspection of building sites.

Ability to prepare reports and maintain records.

Ability to consult with contractors, building owners, the general public and to effect and maintain satisfactory working relationships on inspection and regulation matters.

Ability to issue violations and/or stop work orders when necessary and file reports on violations.

Ability to read, understand and interpret plans, drawings, blueprints, specifications and related construction documents, and identify them to construction in progress.

Ability to communicate effectively, both verbally and in writing, to prepare concise, accurate records and reports.

Ability to establish and maintain an effective working relationship with the general public and fellow employees.

Skill in enforcing conformity with firmness, tact and impartiality.

Ability to handle reasonably necessary stress.

**Physical Requirements:**

Task involves frequent walking; standing; some lifting and carrying objects of moderate weight (12 - 20 pounds); and/or the operation of vehicles, office, shop keyboard, or hand tools in which manipulative skills and hand-eye coordination are important ingredients of safe and/or productive operations.

**Environmental Requirements:**

Task may require frequent exposure to adverse environmental conditions.

Sensory Requirements:

Task requires color perception and discrimination. Task requires sound perception and discrimination.  
Task requires depth perception and discrimination. Task requires visual perception and discrimination.  
Task requires oral communications ability.

Additional Requirements:

Possession of a valid driver's license and a good driving record.

May be required to provide a personal vehicle for use on the job.

FLSA Status: Non-Exempt

## SNOW REMOVAL SERVICES AGREEMENT

By and Between

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

And

**J. Malsack/Crown Services, LLC**  
**A Wisconsin Limited Liability Company**

**THIS AGREEMENT**, made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as "**CITY**", and **J. MALSACK/CROWN SERVICES**, a limited liability company, whose principal place of business is located at 415- 43rd Street, Kenosha, Wisconsin 53140, herein referred to as "**CONTRACTOR**".

### WITNESSETH:

The above parties, in consideration of the mutual promises, covenants and agreements as hereinafter set forth, do hereby agree as follows:

1. **CONTRACTOR SERVICES.** **CONTRACTOR** shall furnish all supervision, labor, equipment, tools, materials and supplies, as necessary to provide snow removal from public concrete surfaces and to keep surfaces free of accumulations of ice all in strict accordance with **CITY** specifications, terms, conditions and Chapter V, Section 11 of the Code of General Ordinances attached hereto and incorporated herein by reference.

2. **TERM.** The term of the Agreement is December 1, 2011 through November 30, 2012, or as otherwise directed by the **CITY**. If mutually agreeable to both parties, Agreement can be extended for an additional two (2) one (1) year terms. Any extension shall be agreed to by the parties, in writing, no later than sixty (60) days prior to the end of the term.

3. **STANDARDS FOR SERVICE.** Sidewalks and adjacent handicapped ramps shall be maintained on a keep-clean basis, in front of abutting private properties, cleared full-width and length. The removal of the snow and ice shall be performed within a time frame that is consistent with the Code of General Ordinances or as directed by the **CITY**. Snow removal service on sidewalks leading to a private residence will not be compensated. The method of removal and the equipment used in the removal shall be approved by the Director of Public Works or his representative. Any damages to property including turf that is sustained in the course of service provision shall be repaired and restored by the **CONTRACTOR** at the time weather conditions, in the sole discretion of the Director of Public Works, permits.

4. **DOCUMENTATION.** **CONTRACTOR** shall document all properties referred by the Department of Public Works. Documentation shall include a colored digital photograph before and after the work is performed. Photographs shall be tagged with time and date stamp as well as information to identify the property that the photographs correspond to. A compilation of these photographs shall be stored on DVD media and provided to the Department of Public Works at such time as **CITY** requests.

5. **INSURANCE.** **CONTRACTOR** prior to performing work and during the Agreement term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin:

- Commercial General Liability: General Aggregate- Two Million (\$2,000,000) Dollars; Each Occurrence - One Million (\$1,000,000) Dollars.
- Automobile Liability: Single Limit- One Million (\$1,000,000) Dollars.
- Workers Compensation: Statutory limits as required by the State of Wisconsin.
- Umbrella Liability: Two Million (\$2,000,000)

A Certificate of Insurance shall be issued to the **CITY** prior to execution of the agreement indicating compliance with the provisions herein. Said policies shall be issued by an insurance company authorized to do business in the State of Wisconsin. Further said policies shall identify **CITY** as an additional insured and **CONTRACTOR** shall provide **CITY** with a copy of said endorsement. The policies shall provide that should policy be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the certificate holder. Whenever minimum standards of the **CITY** for all insurance policies comparable to those covering **CONTRACTOR'S** obligations hereunder are enacted which adopt or increase the minimum insurance requirements, **CITY** reserves the right to reasonably increase the minimum liability insurance requirements. **CONTRACTOR** shall comply with said request or be considered in material default of this **AGREEMENT**.

5. **PAYMENT.** The **CITY** shall pay to the **CONTRACTOR**, ninety (\$0.90) cents per lineal foot of sidewalk cleared. If such payment shall be made on or before the tenth (10th) day following **CITY'S** receipt of the **CONTRACTOR'S** monthly billing, **CONTRACTOR** shall apply a Five Percent (5%) discount to the amount billed. Otherwise, net payment will be due thirty (30) days from submission of the monthly billing. **CONTRACTOR** shall provide the service frequency chart that is included herein with each monthly invoicing.

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

7. **PERFORMANCE.** All snow removal service shall be subject to inspection by the **CITY**. Upon such inspection, should it be discovered that the contractor has not fulfilled their obligation under this contract and the terms and conditions of the proposal, the **CITY** reserves the right to terminate this Agreement upon forty-eight (48) hours notice for any breach thereof. In the event the **CONTRACTOR** fails to perform any provision of this Agreement, the **CITY** shall notify the **CONTRACTOR**, in writing, of the alleged breach, and in the event that the **CONTRACTOR** has not commenced proper action to correct deficiencies within forty-eight (48) hours after notification, this Agreement may be terminated by **CITY** forthwith.

8. **INDEMNITY AND HOLD HARMLESS.** **CONTRACTOR** agrees to defend, indemnify and hold harmless, the **CITY** and its officers and employees, against any or all losses, claims, damages, costs, expenses, judgments, settlements, attorney fees and court costs which any of them may sustain or incur should any person or party suffer death, personal injury or property loss or damage as a result of any negligence, willful misconduct, acts or omissions of **CONTRACTOR** or its officers, employees, or agents, or as a result of **CONTRACTOR** failing to abide by terms of this Agreement.

9. **OFFSET.** **CITY** may withhold from any payment due and owing **CONTRACTOR**, an amount sufficient to cover any loss or cost incurred by **CITY** as a result of any breach of this Agreement by **CONTRACTOR**, including, but not limited to, property damage or loss.

10. **ASSIGNMENT.** **CONTRACTOR** shall not assign this Agreement to any other person or entity without the consent of **CITY**.

11. **LAWS, RULES AND REGULATIONS.** Services under this Agreement shall be performed in accordance with applicable Federal, State, and **CITY** laws, rules and regulations.

12. **AMEND IN WRITING.** This Agreement and its terms, provisions, covenants and conditions may not be amended, changed, altered, modified or waived except by an express instrument in writing signed by both parties.

13. **NOTICE.** Any notice required to be given to any party to this Agreement shall be in writing and delivered personally or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail,

- a. If to Department of Public Works  
Director of Public Works  
Municipal Building, Room 305  
625 52nd Street,  
Kenosha, Wisconsin 53140
- With a copy to:  
Department of Finance  
Municipal Building, Room 208  
625 52nd Street,  
Kenosha, Wisconsin 53140
- b. If to J. Malsack/Crown Services, LLC.  
Mr. Jerry Malsack  
415 43rd Street  
Kenosha, Wisconsin 53140

14. **REPRESENTATION OF AUTHORITY.** Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes a valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

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

**CITY OF KENOSHA, WISCONSIN**  
A Municipal Corporation, through its  
Department of Public Works

**J. MALSACK/CROWN SERVICES, LLC**  
A Limited Liability Company

BY: \_\_\_\_\_  
Michael Lemens  
Interim Director of Public Works

BY: \_\_\_\_\_  
Jerry Malsack

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Carol L. Stancato, Director of Finance

DATE: \_\_\_\_\_

## CODE OF GENERAL ORDINANCES, 2011 - KENOSHA, WISCONSIN

forfeiture not to exceed Five Hundred (\$500.00) Dollars for each offense, plus the costs of prosecution. The failure to pay the required wage to an employee for any one (1) week or part thereof constitutes a separate offense.

### 5.11 SIDEWALKS AND ALLEYS TO BE KEPT CLEAN BY RESPONSIBLE PARTY

**A. Definitions.** The following definitions shall apply in the interpretation and enforcement of this Ordinance:

1. **"Alley"** means a public thoroughfare less than thirty (30) feet in width.

2. **"Sidewalk"** means that portion of a street between the curb lines, or the lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians, whether paved or unpaved.

With respect to corner lots, the sidewalk shall include the crosswalk area and extend to the curb or street line, and include the curb.

3. **"Responsible Party"** as herein used means the owner, occupant or party in charge of the property abutting or fronting a sidewalk, whether they be a person, partnership, corporation, joint stock company or syndicate. In construing the provisions of this Section, only owners of vacant lots or vacant premises are deemed to be the proper person whose duty it shall be to comply with the provisions of this Section; where the real property consists of a single family residence or is solely used for business, the owner or occupant shall be deemed to be the proper person whose duty it shall be to comply with the provisions of this Section; and as to any other real property, the owner or any occupants, unless a person has been designated in writing by the owner to be the person in charge of the premises and is residing thereon, are deemed to be the responsible party whose duty it shall be to comply with the provisions of this Section.

4. **"Thoroughfare"** shall mean an open, unoccupied space permanently reserved for the purpose of access to abutting property.

#### B. Duty.

1. The responsible party shall remove and clear away or cause to remove or clear away all snow and ice from sidewalks within twenty-four (24) hours of the day following a snow fall; provided that when ice has so formed on any sidewalk that it cannot be removed, then the persons herein before referred to shall cause said ice from remaining and presenting a hazard to the users of the sidewalk by use of sand, abrasive material or any product designed to prevent ice from forming or to remain in its form and not to be injurious to the health and safety of the public.

2. The responsible party shall keep the sidewalk clean of any dirt or dust, when paved, and of any cinders, ashes, mud, oil and other similar substances when the sidewalks are clear of snow and ice.

3. The responsible party shall keep the sidewalk clear of water and ice accumulations, in the same manner provided in **Subsection 1.** above, when said accumulations of water or ice are caused by a runoff of water from any natural or man made source originating from the abutting or fronting property, including, but not limited to, water discharged from sump pumps.

4. The responsible party shall keep and maintain the alley abutting their property, to the centerline thereof, clean and free from all garbage, trash, junk, paper and debris at all times, and clean of any dirt or dust when paved, and of any cinders, ashes, mud, oil and other similar substances when the alley is clear of snow and ice.

**C. Enforcement.** It shall be the duty of the Department of Public Works, upon receiving a complaint from a party identifying themselves by name and address, to investigate an alleged violation of this Ordinance. Designees of the Director of Public Works may enforce this Ordinance through the issuance of citations.

**D. Stipulation As To Guilt Or Plea Of No Contest.** Any responsible party receiving a citation for failure to comply with this Ordinance, shall be permitted to stipulate his guilt to the offense charged upon payment of the penalty herein designated. The stipulation of guilt shall be made on a form approved by the City Attorney setting forth the date of offense, date citation issued, the name of the person issuing the citation, the location of the violation, and an admission of guilt or plea of no contest evidenced by the signature of the person arrested. Payment of the penalty herein designated must accompany the stipulation of guilt or no contest, which may be mailed to or delivered to the Office of the City Clerk/Treasurer.

**E. Penalty.** The penalty for violation of this Ordinance shall be as follows:

1. Twenty (\$20) Dollars for the first violation within a given calendar year.

2. Forty (\$40) Dollars for the second and third violations within a given calendar year.

3. Sixty (\$60) Dollars for the fourth violation and every violation thereafter, within a given calendar year.

4. The above penalties shall double if not paid within seven (7) days of the date of the offense, not including the day of the offense.

## CODE OF GENERAL ORDINANCES, 2011 - KENOSHA, WISCONSIN

5. The penalty provisions of §5.12 of this Chapter are not applicable, being superseded by this subsection.

**F. Emergency Enforcement.** In addition to the penalties herein prescribed, the Director of Public Works, or his designee, shall be authorized to do, or have done, such acts as are necessary to bring the abutting or fronting sidewalk and or alley in compliance with this Ordinance. Once each calendar year, the City Department of Public Works shall publish a legal notice in the official City newspaper advising responsible parties of their duties hereunder and of the penalties for noncompliance with this Ordinance and the remedial powers of the Department of Public Works. Prior to the Department of Public Works doing or authorizing any work to be done at the cost and expense of the responsible party, an attempt shall be made to notify the responsible party by written notice, served personally or by mail. Said Director, or designee, shall keep an itemized record of expenses incurred and submit said itemization to the responsible party for payment within thirty (30) days of the date of service thereof, not including the date of service. If such charge is not paid when due, the Director, or designee, is authorized to pay said bill, if the services were not performed by City employees. Said Director, or designee, is further directed to collect the unpaid portion of said invoice as a special charge against the abutting or fronting property. A Seventy (\$70.00) Dollar Administrative Fee for processing and administering the special assessment shall be added to the special assessment against the abutting or fronting property.

**G. Saving Clause.** Should any part or provision of this Ordinance be declared unconstitutional and unenforceable, the remaining constitutional provisions shall be deemed separable and of full force and effect.

### 5.115 SUMP PUMPS

#### A. Definitions.

1. "Director" shall mean the Director or acting Director of the Department of Public Works, or his/her designee.

2. "Public Nuisance" shall mean a water discharge from any sump pump within the City which accumulates or freezes on any public right-of-way or which is discharged into a City sanitary sewer or which otherwise endangers the public health, safety or welfare. A public nuisance shall be deemed to exist where the condition complained of has temporarily ceased to exist but where the condition is likely to occur in the future.

**B. Specifications.** Foundation drains shall be connected to sump pits as specified in the State Plumbing Code. Sump pumps and the installation of sump pumps shall be in compliance with the State Plumbing Code.

**C. Discharge.** All construction in lands platted or subdivided after January 1, 1999, shall provide for the connection of all sump pump discharge lines directly to the nearest available storm sewer line; or, where a storm sewer is not available, onto the surface of the ground at least ten (10') feet from the building foundation. Where a storm sewer is not available, the discharge shall be directed to flow to the rear lot line or toward the street and shall not be directed so as to flow onto adjacent property, so as to flow over or accumulate upon a public sidewalk or as to create or maintain a public nuisance. Whenever a sump pump discharge is determined by the Director to have flown over or accumulated upon a public sidewalk, the Director may order the owner of the property which is the source of the said discharge to bury under the public sidewalk a nonporous conduit for said discharging waters which will be cut into the curb, where present, so as to enable the discharging water to flow directly into the gutter of the street.

**D. Notice to Property Owner.** Where the Director has determined that the discharge from a sump pump is unlawful or has created a public nuisance, the Director shall notify the property owner thereof and order compliance with this Ordinance or the abatement of said public nuisance within thirty (30) days following the date of the notice.

**E. Appeal.** The property owner may appeal the order of the Director to the Public Works Committee by serving a notice of appeal upon the Director within the thirty (30) day period referred to in Subsection D. The Public Works Committee shall hold a hearing within thirty (30) days following the receipt of the request therefor and it may uphold, reverse or modify the order of the Director. If the Public Works Committee upholds the Director in full or in part, the property owner shall be ordered to take corrective action within thirty (30) days following the date of the decision of the Public Works Committee.

**F. Waiver.** The property owner, by not requesting a timely hearing following the receipt of a thirty (30) day notice and order, shall waive any right he may have or claim to said hearing.

**G. Corrective Action By Director.** In the event of an illegal sump pump discharge, whether or not the discharge has caused a public nuisance, the Director may take corrective action where the property owner fails to do so in a timely manner, and the Director shall bill the property owner for the full



## SNOW REMOVAL SERVICES AGREEMENT

By and Between

**THE CITY OF KENOSHA, WISCONSIN**  
**A Municipal Corporation**  
**(Through Its Department of City Development)**

And

**J. Malsack/Crown Services, LLC**  
**A Wisconsin Limited Liability Company**

**THIS AGREEMENT**, made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation of the State of Wisconsin, through its Department of City Development, hereinafter referred to as "**CITY**", and **J. MALSACK/CROWN SERVICES, LLC** a limited liability company, whose principal place of business is located at 415- 43rd Street, Kenosha, Wisconsin 53140, herein referred to as "**CONTRACTOR**".

### WITNESSETH:

The above parties, in consideration of the mutual promises, covenants and agreements as hereinafter set forth, do hereby agree as follows:

1. **CONTRACTOR SERVICES.** **CONTRACTOR** shall furnish all supervision, labor, equipment, tools, materials and supplies, as necessary to provide snow removal from concrete surfaces and to keep surfaces free of accumulations of ice from the properties listed in the attached Schedule "A" in strict accordance with **CITY** specifications, terms, conditions; and Chapter V, Section 11 of the Code of General Ordinances, attached hereto and incorporated herein by reference.

2. **TERM.** The term of the Agreement is December 1, 2011 through March 31, 2012 ("Service Term"). If mutually agreeable to both parties, the Agreement can be extended for an additional two (2) Service Terms. Any decision to extend the Service Terms shall be agreed to in writing by the parties no later than September 1 of the year in which the Service Term commences.

3. **STANDARDS FOR SERVICE.** Sidewalks shall be maintained on a keep-clean basis, cleared full-width and length. Sidewalks cleared are public **CITY** sidewalks, adjacent handicapped ramps and the service walks leading to the private residence. Work at any parcel with a house will include the removal of snow and ice on a sufficient portion of the existing driveway to ensure access to the site. The removal of the snow and ice shall be performed within a time frame that is consistent with the Code of General Ordinances or as directed by the **CITY**. The method of removal and equipment used in the removal shall have the approval of the Director of Public Works or his representative. Any damages to property including turf that is sustained in the course of service provision shall be repaired and restored by the **CONTRACTOR** at the end of the Service Term. Should the weather conditions interfere with said repair or restoration at that time **CONTRACTOR** shall undertake said work when, in the sole discretion of the Director of Public Works, the weather conditions reasonably permit said work.

4. **INSURANCE.** **CONTRACTOR** prior to performing work and during the Agreement term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin:

- Commercial General Liability: General Aggregate- Two Million (\$2,000,000) Dollars; Each Occurrence - One Million (\$1,000,000) Dollars.

- Automobile Liability: Single Limit- One Million (\$1,000,000) Dollars.
- Workers Compensation: Statutory limits as required by the State of Wisconsin.
- Umbrella Liability: Two Million (\$2,000,000) Dollars.

A Certificate of Insurance shall be issued to the **CITY** prior to execution of the agreement indicating compliance with the provisions herein. Said policies shall be issued by an insurance company authorized to do business in the State of Wisconsin. Further said policies shall identify **CITY** as an additional insured and **CONTRACTOR** shall provide **CITY** with a copy of said endorsement. The policies shall provide that should the policy be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the certificate holder. Whenever minimum standards of the **CITY** for all insurance policies comparable to those covering **CONTRACTOR'S** obligations hereunder are enacted which adopt or increase the minimum insurance requirements, **CITY** reserves the right to reasonably increase the minimum liability insurance requirements. **CONTRACTOR** shall comply with said request or be considered in material default of this **AGREEMENT**.

5. **PAYMENT.** The **CITY** shall pay to the **CONTRACTOR**, Three Thousand Eight Hundred Twenty (\$3,820) Dollars per month during the Service Term. If such payment shall be made on or before the tenth (10th) day following **CITY'S** receipt of the **CONTRACTOR'S** monthly billing, **CONTRACTOR** shall apply a Five Percent (5%) discount to the amount billed. Otherwise, net payment will be due thirty (30) days from submission of the monthly billing. Should snow removal be requested prior to December 1, 2011 or after March 31, 2012, service rates will be charged on a weekly prorated basis. Prorated service fees will be calculated by dividing the monthly total by four (4) to calculate a weekly rate which shall be the minimum amount owed **CONTRACTOR**. Payment is based upon the sidewalk snow removal at locations itemized in Schedule "A". Any locations added to Schedule "A" shall be compensated at a rate of fifty-five (\$0.55) cents per lineal foot. Any locations deleted from Schedule "A", shall result in a reduction in the compensation owed **CONTRACTOR** in the amount of Thirty-Six and one-third ( \$0.363) cents per lineal foot.

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

7. **PERFORMANCE.** All snow removal service shall be subject to inspection by the **CITY**. Upon such inspection, should it be discovered that the contractor has not fulfilled its obligation under this contract and the terms and conditions of the proposal, the **CITY** reserves the right to terminate this Agreement upon forty-eight (48) hours notice for any breach thereof. In the event the **CONTRACTOR** fails to perform any provision of this Agreement, the **CITY** shall notify the **CONTRACTOR**, in writing, of the alleged breach, and in the event that the **CONTRACTOR** has not commenced proper action to correct deficiencies within a forty-eight (48) hours after notification, this Agreement may be terminated by **CITY** forthwith.

8. **INDEMNITY AND HOLD HARMLESS.** **CONTRACTOR** agrees to defend, indemnify and hold harmless, the **CITY** and its officers and employees, against any or all losses, claims, damages, costs, expenses, judgments, settlements, attorney fees and court costs which any of them may sustain or incur should any person or party suffer death, personal injury or property loss or damage as a result of any negligence, willful misconduct, acts or omissions of **CONTRACTOR** or its officers, employees, or agents, or as a result of **CONTRACTOR** failing to abide by terms of this Agreement.

9. **OFFSET.** **CITY** may withhold from any payment due and owing **CONTRACTOR**, an amount sufficient to cover any loss or cost incurred by **CITY** as a result of any breach of this Agreement by **CONTRACTOR**, to include, but not be limited to, property damage or loss.

10. **ASSIGNMENT. CONTRACTOR** shall not assign this Agreement to any other person or entity without the consent of **CITY**.

11. **LAWS, RULES AND REGULATIONS.** Services under this Agreement shall be performed in accordance with applicable Federal, State, and **CITY** laws, rules and regulations.

12. **AMEND IN WRITING.** This Agreement and its terms, provisions, covenants and conditions may not be amended, changed, altered, modified or waived except by an express instrument in writing signed by both parties.

13. **NOTICE.** Any notice required to be given to any party to this Agreement shall be in writing and delivered personally or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail,

- a. If to Department of City Development  
Director of City Development  
Municipal Building, Room 308  
625 52nd Street,  
Kenosha, Wisconsin 53140
  
- With a copy to:  
Department of Finance  
Municipal Building, Room 208  
625 52nd Street,  
Kenosha, Wisconsin 53140
  
- b. If to J. Malsack/Crown Services, LLC.  
Mr. Jerry Malsack  
415 43rd Street  
Kenosha, Wisconsin 53140

14. **REPRESENTATION OF AUTHORITY.** Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes a valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

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

**CITY OF KENOSHA, WISCONSIN**  
A Municipal Corporation, through its  
Department of City Development

**J. MALSACK/CROWN SERVICES**  
A Limited Liability Company

BY: \_\_\_\_\_  
Jeffrey Labahn  
Director of City Development

BY: \_\_\_\_\_  
Jerry Malsack

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Carol L. Stancato, Director of Finance

DATE: \_\_\_\_\_

**CITY OF KENOSHA  
MASTER - SNOW - 2011 TO 2012**

<b>SECTION A - Housing Authority</b>				
<b>ADDRESS</b>	<b>LOT SIZE (F X W)</b>	<b>ID #</b>	<b>OWNER</b>	<b>SNOW REMOVAL FOOTAGE</b>
1408 50 <sup>th</sup> Street	53' x 123'	12-223-31-206-010	Housing Authority	53'
1633 50 <sup>th</sup> Street	31' x 149'	12-223-31-277-010	Housing Authority	31' x 149'
1913 52 <sup>nd</sup> Street	63' x 124'	12-223-31-327-002	Housing Authority	63'
2007 56 <sup>th</sup> Street	34' x 140'	12-223-31-354-003	Housing Authority	34'
2111 57 <sup>th</sup> Street	80' x 78'	12-223-31-355-007	Housing Authority	80'
2206 57 <sup>th</sup> Street	100' x 130'	09-222-36-484-005	Housing Authority	100'
2217 55 <sup>th</sup> Street	34' x 47'	09-222-36-476-001	Housing Authority	34'
2222 56 <sup>th</sup> Street	41' x 119'	09-222-36-476-010	Housing Authority	41'
2414 55 <sup>th</sup> Street	42' x 100'	09-222-36-408-010	Housing Authority	42'
4702 10 <sup>th</sup> Avenue	66' x 105'	12-223-31-133-001	Housing Authority	66'
4834 13 <sup>th</sup> Court	75' x 125'	12-223-31-207-022	Housing Authority	75'
4908 37 <sup>th</sup> Avenue	60' x 129'	09-222-36-230-009	Housing Authority	60'
4912 13 <sup>th</sup> Court	50' x 125'	12-223-31-207-019	Housing Authority	50'
5036 14 <sup>th</sup> Avenue	45' x 198'	12-223-31-277-050	Housing Authority	45'
5047 17 <sup>th</sup> Avenue	66' x 198'	12-223-31-277-017	Housing Authority	66'
5101 18 <sup>th</sup> Avenue	44' x 157'	12-223-31-279-001	Housing Authority	44' X 141'
5414 22 <sup>nd</sup> Avenue	50' x 127'	09-222-36-410-015	Housing Authority	50'
5417 23 <sup>rd</sup> Avenue	36' x 124'	09-222-36-410-006	Housing Authority	36'
5420 22 <sup>nd</sup> Avenue	50' x 127'	09-222-36-410-014	Housing Authority	50'
5421 25 <sup>th</sup> Avenue	60' x 124'	09-222-36-408-019	Housing Authority	60'
5422 22 <sup>nd</sup> Avenue	50' x 127'	09-222-36-410-013	Housing Authority	50'
5500 24 <sup>th</sup> Avenue	58' x 124'	09-222-36-478-018	Housing Authority	58' x124'
5502 23 <sup>rd</sup> Avenue	47' x 124'	09-222-36-477-019	Housing Authority	47' x 124'
5504 22 <sup>nd</sup> Avenue	40' x 127'	09-222-36-476-024	Housing Authority	40' x 127'
5510 22 <sup>nd</sup> Avenue	40' x 127'	09-222-36-476-020	Housing Authority	40'
5541 24 <sup>th</sup> Avenue	58' x 124'	09-222-36-477-008	Housing Authority	58' x 124'
5803 16 <sup>th</sup> Avenue	51' x 80'	12-223-31-382-010	Housing Authority	51'
6105 18 <sup>th</sup> Avenue	50' x 126'	05-123-06-205-032	Housing Authority	50'
6111 18 <sup>th</sup> Avenue	50' x 126'	05-123-06-205-033	Housing Authority	50'
6115 18 <sup>th</sup> Avenue	50' x 126'	05-123-06-205-034	Housing Authority	50'
6119 13 <sup>th</sup> Avenue	29' x 80'	05-123-06-130-008	Housing Authority	29'
6121 18 <sup>th</sup> Avenue	57' x 126'	05-123-06-205-035	Housing Authority	57' x 126'
6123 13 <sup>th</sup> Avenue	33' x 80'	05-123-06-130-009	Housing Authority	33'
6127 13 <sup>th</sup> Avenue	33' x 80'	05-123-06-130-010	Housing Authority	33'
6209 13 <sup>th</sup> Avenue	49' x 80'	05-123-06-130-013	Housing Authority	49'
6404 11 <sup>th</sup> Avenue	88' x 88'	05-123-06-153-001	Housing Authority	88' X 88'
6510 14 <sup>th</sup> Avenue (rear)	46'x40'	05-123-06-281-050	Housing Authority	0
6731 14 <sup>th</sup> Avenue	88' x 132'	05-123-06-314-004	Housing Authority	88' x 132'
NWC 67 <sup>th</sup> Street & 14 <sup>th</sup> Avenue	32' x 100'	05-123-06-281-025	Housing Authority	32' x 100'
NWC 67 <sup>th</sup> Street & 17 <sup>th</sup> Avenue	31' x 113'	05-123-06-278-018	Housing Authority	31' x 113'
SEC 65 <sup>th</sup> Street & 15 <sup>th</sup> Avenue	50' x 140'	05-123-06-281-050	Housing Authority	50' x 140'

**CITY OF KENOSHA  
MASTER - SNOW - 2011 TO 2012**

<b>SECTION B - Redevelopment Authority</b>				
<i>ADDRESS</i>	<i>LOT SIZE (F X W)</i>	<i>ID #</i>	<i>OWNER</i>	<i>SNOW REMOVAL FOOTAGE</i>
1006 52 <sup>nd</sup> Street	41' x 76'	12-223-31-157-020	Redevelopment	41'
1010 52 <sup>nd</sup> Street	43' x 132'	12-223-31-157-019	Redevelopment	43'
1014 48 <sup>th</sup> Street	86' x 260'	12-223-31-133-003	Redevelopment	0
1021 46 <sup>th</sup> Street	89' x 260'	12-223-31-130-003	Redevelopment	0
1022 50 <sup>th</sup> Street	42' x 132'	12-223-31-154-007	Redevelopment	42'
1104 50 <sup>th</sup> Street	112' x 104'	12-223-31-154-006	Redevelopment	112' x 104'
1111 51 <sup>st</sup> Street	33' x 66'	12-223-31-157-001	Redevelopment	
1200 52 <sup>nd</sup> Street	99' x 132'	12-223-31-157-016	Redevelopment	99' x 132'
1334 50 <sup>th</sup> Street	41' x 132'	12-223-31-207-016	Redevelopment	41'
1342 50 <sup>th</sup> Street	80' x 111'	12-223-31-207-032	Redevelopment	80' x 111'
4609 36 <sup>th</sup> Avenue	60' x 110'	09-222-36-226-009	Redevelopment	60'
4615 36 <sup>th</sup> Avenue	60' x 110'	09-222-36-226-010	Redevelopment	60'
4621 38 <sup>th</sup> Avenue	60' x 138'	09-222-36-228-003	Redevelopment	60'
4627 38 <sup>th</sup> Avenue	60' x 138'	09-222-36-228-017	Redevelopment	60'
4702 36 <sup>th</sup> Avenue	73' x 119'	09-222-36-227-028	Redevelopment	73'
4720 35 <sup>th</sup> Avenue	66' x 110'	09-222-36-226-017	Redevelopment	66' x 110'
4823 37 <sup>th</sup> Avenue	69' x 118'	09-222-36-231-004	Redevelopment	69'
4901 37 <sup>th</sup> Avenue	69' x 118'	09-222-36-231-005	Redevelopment	69'
4902 37 <sup>th</sup> Avenue	60' x 129'	09-222-36-230-010	Redevelopment	60'
4913 13 <sup>th</sup> Avenue	40' x 112'	12-223-31-154-005	Redevelopment	40'
4915 37 <sup>th</sup> Avenue	69' x 118'	09-222-36-231-007	Redevelopment	69'
5006 Sheridan Road	132' x 106'	12-223-31-156-001	Redevelopment	1322' x 106'
5016 Sheridan Road	132' x 125'	12-223-31-156-003	Redevelopment	132'
50 <sup>th</sup> Street & Sheridan Road	Irregular	12-223-31-501-010	Redevelopment	43' x 94'
5103 13 <sup>th</sup> Avenue	66' x 132'	12-223-31-157-002	Redevelopment	66'
5109 13 <sup>th</sup> Avenue	39' x 132'	12-223-31-157-003	Redevelopment	39'
5115 13 <sup>th</sup> Avenue	35' x 100'	12-223-31-157-005	Redevelopment	35'
5127 13 <sup>th</sup> Avenue	44' x 100'	12-223-31-157-009	Redevelopment	44'
5131 13 <sup>th</sup> Avenue	37' x 139'	12-223-31-157-010	Redevelopment	37'
5139 13 <sup>th</sup> Avenue	42' x 116'	12-223-31-157-012	Redevelopment	42'
5143 13 <sup>th</sup> Avenue	44' x 116'	12-223-31-157-013	Redevelopment	44'
5215 Sheridan Road	70' x 212'	12-223-31-426-008	Redevelopment	70' x 212'
5319 Sheridan Road	235' x 436' 204' x 468'	12-223-31-426-016	Redevelopment	468' x 235'
5818 5 <sup>th</sup> Avenue	30' x 100'	12-223-31-488-009	Redevelopment	30'

**CITY OF KENOSHA  
MASTER - SNOW - 2011 TO 2012**

<b>SECTION C - Miscellaneous City Owned Property</b>				
<i>ADDRESS</i>	<i>LOT SIZE (F X W)</i>	<i>ID #</i>	<i>OWNER</i>	<i>SNOW REMOVAL FOOTAGE</i>
1000 50 <sup>th</sup> Street	60' x 230'	12-223-31-501-008 and 12-223-31-501-009	City of Kenosha	60'
1406 60 <sup>th</sup> Street	35' x 127'	12-223-31-384-030	City of Kenosha	35'
1407 59 <sup>th</sup> Street	35' x 78'	12-223-31-384-033	City of Kenosha	35'
1515 52 <sup>nd</sup> Street	66' x 122'	12-223-31-303-005	City of Kenosha	66'
1710 53 <sup>rd</sup> Street	141' x 124'	12-223-31-326-024	B/City of Kenosha	141'
1715 52 <sup>nd</sup> Street-a	78' x 124'	12-223-31-326-022	City of Kenosha	78'
1715 52 <sup>nd</sup> Street-b	50' x 124'	12-223-31-326-023	B/City of Kenosha	50'
1800 60 <sup>th</sup> Street ( old motel)	303' x 266'	12-223-31-358-015	City of Kenosha	303' x 266'
1801 52 <sup>nd</sup> Street	121' x 124'	12-223-31-326-021	B/City of Kenosha	121'
1822 53 <sup>rd</sup> Street	108' x 124'	12-223-31-326-020	B/City of Kenosha	108'
2003 63 <sup>rd</sup> Street	100' x 125'	05-123-06-252-003	City of Kenosha	100' x 85' x 100'
2011 63 <sup>rd</sup> Street	80' x 125'	05-123-06-252-009	City of Kenosha	80' x 80'
2105 Roosevelt Road	170' x 200'	05-123-06-252-007	City of Kenosha	170' x 200'
2212 56 <sup>th</sup> Street	43' x 119'	09-222-36-476-012	City of Kenosha	43'
2218 56 <sup>th</sup> Street	42' x 119'	09-222-36-476-011	City of Kenosha	42'
2304 56 <sup>th</sup> Street	27' x 114	09-222-36-477-010	City of Kenosha	27'
3604 67 <sup>th</sup> Street	78' x 115'	01-122-01-256-005	City of Kenosha	115'
3712 50 <sup>th</sup> Street	203' x 259'	09-222-36-230-008	B/City of Kenosha	203' x 259' x 196'
4421 52 <sup>nd</sup> Street	58' x 224'	08-222-35-427-020	City of Kenosha	58' x 224'
5410 22 <sup>nd</sup> Avenue	55' x 47'	09-222-36-410-016	City of Kenosha	55'
5430 22 <sup>nd</sup> Avenue	100' x 34'	09-222-36-410-012	City of Kenosha	100'
5512 19 <sup>th</sup> Avenue, Kenosha Iron & Metal	115' x 460'	12-223-31-334-021	City of Kenosha	115'
5915 60 <sup>th</sup> Street	95' x 135'	03-122-03-104-005	City of Kenosha	95' x 135'
5915 Sheridan Road	44' x 109'	12-223-31-462-002	City of Kenosha	44'
6201 13 <sup>th</sup> Avenue	33' x 80'	05-123-06-130-011	City of Kenosha	33'
6523 14 <sup>th</sup> Avenue, Frost Site	234' x 796'	05-123-06-282-001	City of Kenosha	234'
8927 Sheridan Road, C&L Ind. Cleaners	109' x 200'	06-123-18-426-005	City of Kenosha	109'

<b>SECTION D - NSP Property</b>				
<i>ADDRESS</i>	<i>LOT SIZE (F X W)</i>	<i>ID #</i>	<i>OWNER</i>	<i>SNOW REMOVAL FOOTAGE</i>
1414 59 <sup>th</sup> Street	78' x 103'	12-223-31-382-030	City of Kenosha	78'
2103 45 <sup>th</sup> Street	58' x 156'	12-223-31-229-034	Housing Authority	58' x 156'
5126 21 <sup>st</sup> Avenue	50' x 121'	12-223-31-255--015	Housing Authority	50'
5512 24 <sup>th</sup> Avenue	56' x 124'	09-222-36-478-016	Housing Authority	56'
5810 19 <sup>th</sup> Avenue	34' x 157'	12-223-31-357-022	Housing Authority	34'
6105 25 <sup>th</sup> Avenue	50' x 124'	01-122-01-106-003	Housing Authority	50' x 124'
6615 15 <sup>th</sup> Avenue	60' x 97'	05-123-06-281-056	Housing Authority	60'
6638 16 <sup>th</sup> Avenue	73' x 107'	05-123-06-279-018	Housing Authority	73' x 107'

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forfeiture not to exceed Five Hundred (\$500.00) Dollars for each offense, plus the costs of prosecution. The failure to pay the required wage to an employee for any one (1) week or part thereof constitutes a separate offense.

**5.11 SIDEWALKS AND ALLEYS TO BE KEPT CLEAN BY RESPONSIBLE PARTY**

**A. Definitions.** The following definitions shall apply in the interpretation and enforcement of this Ordinance:

1. **"Alley"** means a public thoroughfare less than thirty (30) feet in width.

2. **"Sidewalk"** means that portion of a street between the curb lines, or the lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians, whether paved or unpaved.

With respect to corner lots, the sidewalk shall include the crosswalk area and extend to the curb or street line, and include the curb.

3. **"Responsible Party"** as herein used means the owner, occupant or party in charge of the property abutting or fronting a sidewalk, whether they be a person, partnership, corporation, joint stock company or syndicate. In construing the provisions of this Section, only owners of vacant lots or vacant premises are deemed to be the proper person whose duty it shall be to comply with the provisions of this Section; where the real property consists of a single family residence or is solely used for business, the owner or occupant shall be deemed to be the proper person whose duty it shall be to comply with the provisions of this Section; and as to any other real property, the owner or any occupants, unless a person has been designated in writing by the owner to be the person in charge of the premises and is residing thereon, are deemed to be the responsible party whose duty it shall be to comply with the provisions of this Section.

4. **"Thoroughfare"** shall mean an open, unoccupied space permanently reserved for the purpose of access to abutting property.

**B. Duty.**

1. The responsible party shall remove and clear away or cause to remove or clear away all snow and ice from sidewalks within twenty-four (24) hours of the day following a snow fall; provided that when ice has so formed on any sidewalk that it cannot be removed, then the persons herein before referred to shall cause said ice from remaining and presenting a hazard to the users of the sidewalk by use of sand, abrasive material or any product designed to prevent ice from forming or to remain in its form and not to be injurious to the health and safety of the public.

2. The responsible party shall keep the sidewalk clean of any dirt or dust, when paved, and of any cinders, ashes, mud, oil and other similar substances when the sidewalks are clear of snow and ice.

3. The responsible party shall keep the sidewalk clear of water and ice accumulations, in the same manner provided in **Subsection 1.** above, when said accumulations of water or ice are caused by a runoff of water from any natural or man made source originating from the abutting or fronting property, including, but not limited to, water discharged from sump pumps.

4. The responsible party shall keep and maintain the alley abutting their property, to the centerline thereof, clean and free from all garbage, trash, junk, paper and debris at all times, and clean of any dirt or dust when paved, and of any cinders, ashes, mud, oil and other similar substances when the alley is clear of snow and ice.

**C. Enforcement.** It shall be the duty of the Department of Public Works, upon receiving a complaint from a party identifying themselves by name and address, to investigate an alleged violation of this Ordinance. Designees of the Director of Public Works may enforce this Ordinance through the issuance of citations.

**D. Stipulation As To Guilt Or Plea Of No Contest.** Any responsible party receiving a citation for failure to comply with this Ordinance, shall be permitted to stipulate his guilt to the offense charged upon payment of the penalty herein designated. The stipulation of guilt shall be made on a form approved by the City Attorney setting forth the date of offense, date citation issued, the name of the person issuing the citation, the location of the violation, and an admission of guilt or plea of no contest evidenced by the signature of the person arrested. Payment of the penalty herein designated must accompany the stipulation of guilt or no contest, which may be mailed to or delivered to the Office of the City Clerk/Treasurer.

**E. Penalty.** The penalty for violation of this Ordinance shall be as follows:

1. Twenty (\$20) Dollars for the first violation within a given calendar year.

2. Forty (\$40) Dollars for the second and third violations within a given calendar year.

3. Sixty (\$60) Dollars for the fourth violation and every violation thereafter, within a given calendar year.

4. The above penalties shall double if not paid within seven (7) days of the date of the offense, not including the day of the offense.

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5. The penalty provisions of §5.12 of this Chapter are not applicable, being superseded by this subsection.

**F. Emergency Enforcement.** In addition to the penalties herein prescribed, the Director of Public Works, or his designee, shall be authorized to do, or have done, such acts as are necessary to bring the abutting or fronting sidewalk and or alley in compliance with this Ordinance. Once each calendar year, the City Department of Public Works shall publish a legal notice in the official City newspaper advising responsible parties of their duties hereunder and of the penalties for noncompliance with this Ordinance and the remedial powers of the Department of Public Works. Prior to the Department of Public Works doing or authorizing any work to be done at the cost and expense of the responsible party, an attempt shall be made to notify the responsible party by written notice, served personally or by mail. Said Director, or designee, shall keep an itemized record of expenses incurred and submit said itemization to the responsible party for payment within thirty (30) days of the date of service thereof, not including the date of service. If such charge is not paid when due, the Director, or designee, is authorized to pay said bill, if the services were not performed by City employees. Said Director, or designee, is further directed to collect the unpaid portion of said invoice as a special charge against the abutting or fronting property. A Seventy (\$70.00) Dollar Administrative Fee for processing and administering the special assessment shall be added to the special assessment against the abutting or fronting property.

**G. Saving Clause.** Should any part or provision of this Ordinance be declared unconstitutional and unenforceable, the remaining constitutional provisions shall be deemed separable and of full force and effect.

**5.115 SUMP PUMPS**

**A. Definitions.**

1. **"Director"** shall mean the Director or acting Director of the Department of Public Works, or his/her designee.

2. **"Public Nuisance"** shall mean a water discharge from any sump pump within the City which accumulates or freezes on any public right-of-way or which is discharged into a City sanitary sewer or which otherwise endangers the public health, safety or welfare. A public nuisance shall be deemed to exist where the condition complained of has temporarily ceased to exist but where the condition is likely to occur in the future.

**B. Specifications.** Foundation drains shall be connected to sump pits as specified in the State Plumbing Code. Sump pumps and the installation of sump pumps shall be in compliance with the State Plumbing Code.

**C. Discharge.** All construction in lands platted or subdivided after January 1, 1999, shall provide for the connection of all sump pump discharge lines directly to the nearest available storm sewer line; or, where a storm sewer is not available, onto the surface of the ground at least ten (10') feet from the building foundation. Where a storm sewer is not available, the discharge shall be directed to flow to the rear lot line or toward the street and shall not be directed so as to flow onto adjacent property, so as to flow over or accumulate upon a public sidewalk or as to create or maintain a public nuisance. Whenever a sump pump discharge is determined by the Director to have flown over or accumulated upon a public sidewalk, the Director may order the owner of the property which is the source of the said discharge to bury under the public sidewalk a nonporous conduit for said discharging waters which will be cut into the curb, where present, so as to enable the discharging water to flow directly into the gutter of the street.

**D. Notice to Property Owner.** Where the Director has determined that the discharge from a sump pump is unlawful or has created a public nuisance, the Director shall notify the property owner thereof and order compliance with this Ordinance or the abatement of said public nuisance within thirty (30) days following the date of the notice.

**E. Appeal.** The property owner may appeal the order of the Director to the Public Works Committee by serving a notice of appeal upon the Director within the thirty (30) day period referred to in Subsection D. The Public Works Committee shall hold a hearing within thirty (30) days following the receipt of the request therefor and it may uphold, reverse or modify the order of the Director. If the Public Works Committee upholds the Director in full or in part, the property owner shall be ordered to take corrective action within thirty (30) days following the date of the decision of the Public Works Committee.

**F. Waiver.** The property owner, by not requesting a timely hearing following the receipt of a thirty (30) day notice and order, shall waive any right he may have or claim to said hearing.

**G. Corrective Action By Director.** In the event of an illegal sump pump discharge, whether or not the discharge has caused a public nuisance, the Director may take corrective action where the property owner fails to do so in a timely manner, and the Director shall bill the property owner for the full

## SNOW REMOVAL SERVICES AGREEMENT

By and Between

**THE CITY OF KENOSHA, WISCONSIN**  
**A Municipal Corporation**  
**(Through Kenosha Area Transit )**

And

**Mohr's Construction, Inc.**  
A Wisconsin Corporation

**THIS AGREEMENT**, made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation of the State of Wisconsin, through Kenosha Area Transit, hereinafter referred to as "**CITY**", and **MOHR'S CONSTRUCTION INC.**, whose principal place of business is located at 7116 88th Avenue, Kenosha, Wisconsin 53142, herein referred to as "**CONTRACTOR**".

### WITNESSETH:

The above parties, in consideration of the mutual promises, covenants and agreements as hereinafter set forth, do hereby agree as follows:

1. **CONTRACTOR SERVICES.** **CONTRACTOR** shall furnish all supervision, labor, equipment, tools, materials and supplies, as necessary to provide snow removal from all Kenosha Area Transit parking lots and to keep surfaces free of accumulations of ice all in strict accordance with **CITY** specifications, terms, conditions and Chapter V, Section 11 of the Code of General Ordinances attached hereto and incorporated herein by reference.

2. **TERM.** The term of the Agreement is December 1, 2011 through November 30, 2012. If mutually agreeable to both parties, Agreement can be extended for two (2) additional one (1) year terms. Any decision to extend the Agreement shall be agreed to by the parties, in writing, no later than sixty (60) days prior to the end of the term.

3. **STANDARDS FOR SERVICE.** The removal of the snow and ice shall be performed within a time frame that is consistent with Kenosha Area Transit operations and the **CITY'S** Code of General Ordinances. Snow and ice to be removed from Lots #3 (58th Street between Sheridan Road and 8th Avenue), #6 (63rd Street between 21st and 22nd Avenue), #16 (5th Avenue at southwest corner of 58th Street), #21 (57th Street at southwest corner of 8th Avenue), #23 (13th Avenue between 52nd and 55th Street) and the Joseph McCarthy Transit Center, 724 54th Street. The **CONTRACTOR** must be available to plow and salt lots seven (7) days per week including holidays when an accumulation of three (3) inches or more exists. The **CONTRACTOR** shall perform salting operations if one (1) inch or more of snow and ice exists. Any hauling and dumping of snow must be approved by the Kenosha Area Transit Director. The necessity to haul out snow will be dependent upon the amount of snow received and its frequency. The necessity to haul out snow will be determined by the **CITY**. Sidewalks adjacent to the lots maintained by **CONTRACTOR** shall have snow and ice removed using snow blowing equipment or mechanized equipment permissible and approved by the Director of Public Works or his representative. Any damages to property including turf that is sustained in the course of service provision shall be repaired and restored by the **CONTRACTOR** at the time weather conditions, in the sole discretion of the Director of Public Works, permits.

4. **INSURANCE.** **CONTRACTOR** prior to performing work and during the Agreement term, shall carry insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin:

- Commercial General Liability: General Aggregate- Two Million (\$2,000,000) Dollars; Each Occurrence - One Million (\$1,000,000) Dollars.
- Automobile Liability: Single Limit- One Million (\$1,000,000) Dollars.
- Workers Compensation: Statutory limits as required by the State of Wisconsin.
- Umbrella Liability: Two Million (\$2,000,000) Dollars.

A Certificate of Insurance shall be issued to the **CITY** prior to the execution of the agreement indicating compliance with the provisions herein. Said policies shall be issued by an insurance company authorized to do business in the State of Wisconsin. Further said policies shall identify **CITY** as an additional insured and **CONTRACTOR** shall provide **CITY** with a copy of said endorsement. The policies shall provide that should policy be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the certificate holder. Whenever minimum standards of the **CITY** for all insurance policies comparable to those covering **CONTRACTOR'S** obligations hereunder are enacted which adopt or increase the minimum insurance requirements, **CITY** reserves the right to reasonably increase the minimum liability insurance requirements. **CONTRACTOR** shall comply with said request or be considered in material default of this **AGREEMENT**.

5. **PAYMENT.** The **CITY** shall pay to the **CONTRACTOR**, a fixed rate for plowing and salting per lot and per event. These fixed rates are delineated in the following matrix:

<u>Lot</u>	<u>Plow Rate per Event</u>	<u>Salting Rate per Event</u>
Lot #3	\$ 50.00	\$30.00
Lot #6	\$30.00	\$30.00
Lot #16	\$75.00	\$30.00
Lot #21	\$30.00	\$30.00
Lot #23	\$90.00	\$30.00
Transit Center	\$70.00	\$30.00

If such payment shall be made on or before the tenth (10th) day following **CITY'S** receipt of the **CONTRACTOR'S** invoice, **CONTRACTOR** shall apply a Two Percent (2%) discount to the amount invoiced. If snow removal is requested prior to December 1, 2011, or after March 31, 2012, service rates will be charged on a per event basis as set forth herein above.

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

7. **PERFORMANCE.** All snow removal service shall be subject to inspection by the **CITY**. Upon such inspection, should it be discovered that the contractor has not fulfilled its obligation under this contract and the terms and conditions of the proposal, the **CITY** reserves the right to terminate this Agreement upon forty-eight (48) hours notice for any breach thereof. In the event the **CONTRACTOR** fails to perform any provision of this Agreement, the **CITY** shall notify the **CONTRACTOR**, in writing, of the alleged breach, and in the event that the **CONTRACTOR** has not commenced proper action to correct deficiencies within a forty-eight (48) hours after notification, this Agreement may be terminated by **CITY** forthwith.

8. **INDEMNITY AND HOLD HARMLESS.** **CONTRACTOR** agrees to defend, indemnify and hold harmless, the **CITY** and its officers and employees, against any or all losses, claims, damages, costs, expenses, judgments, settlements, attorney fees and court costs which any of them may sustain or incur should any person or party suffer death, personal injury or property loss or damage as a result of any

negligence, willful misconduct, acts or omissions of **CONTRACTOR**, its officers, employees, or agents, or as a result of **CONTRACTOR** failing to abide by terms of this Agreement.

9. **OFFSET.** **CITY** may withhold from any payment due and owing **CONTRACTOR**, an amount sufficient to cover any loss or cost incurred by **CITY** as a result of any breach of this Agreement by **CONTRACTOR**, to include, but not be limited to, property damage or loss.

10. **ASSIGNMENT.** **CONTRACTOR** shall not assign this Agreement to any other person or entity without the written consent of **CITY**.

11. **LAWS, RULES AND REGULATIONS.** Services under this Agreement shall be performed in accordance with applicable Federal, State, and **CITY** laws, rules and regulations.

12. **AMEND IN WRITING.** This Agreement and its terms, provisions, covenants and conditions may not be amended, changed, altered, modified or waived except by an express instrument in writing signed by both parties.

13. **NOTICE.** Any notice required to be given to any party to this Agreement shall be in writing and delivered personally or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail,

a. If to Kenosha Area Transit  
Director of Operations  
Transportation Garage  
4303 39th Avenue  
Kenosha, Wisconsin 53144

With a copy to:  
Department of Finance  
Municipal Building, Room 208  
625 52nd Street,  
Kenosha, Wisconsin 53140

b. If to Mohr's Construction:  
Mr. Matthew Mohr  
7116 88th Avenue  
Kenosha, Wisconsin 53142

14. **REPRESENTATION OF AUTHORITY.** Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes a valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

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

**CITY OF KENOSHA, WISCONSIN**  
A Municipal Corporation, through  
Kenosha Area Transit

**MOHR'S CONSTRUCTION, INC.**

BY: \_\_\_\_\_  
Ronald Iwen  
Director of Operations, Kenosha Area Transit

BY: \_\_\_\_\_  
Matthew Mohr

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Carol L. Stancato, Director of Finance

DATE: \_\_\_\_\_

**CODE OF GENERAL ORDINANCES, 2011 - KENOSHA, WISCONSIN**

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forfeiture not to exceed Five Hundred (\$500.00) Dollars for each offense, plus the costs of prosecution. The failure to pay the required wage to an employee for any one (1) week or part thereof constitutes a separate offense.

**5.11 SIDEWALKS AND ALLEYS TO BE KEPT CLEAN BY RESPONSIBLE PARTY**

**A. Definitions.** The following definitions shall apply in the interpretation and enforcement of this Ordinance:

1. "Alley" means a public thoroughfare less than thirty (30) feet in width.

2. "Sidewalk" means that portion of a street between the curb lines, or the lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians, whether paved or unpaved.

With respect to corner lots, the sidewalk shall include the crosswalk area and extend to the curb or street line, and include the curb.

3. "Responsible Party" as herein used means the owner, occupant or party in charge of the property abutting or fronting a sidewalk, whether they be a person, partnership, corporation, joint stock company or syndicate. In construing the provisions of this Section, only owners of vacant lots or vacant premises are deemed to be the proper person whose duty it shall be to comply with the provisions of this Section; where the real property consists of a single family residence or is solely used for business, the owner or occupant shall be deemed to be the proper person whose duty it shall be to comply with the provisions of this Section; and as to any other real property, the owner or any occupants, unless a person has been designated in writing by the owner to be the person in charge of the premises and is residing thereon, are deemed to be the responsible party whose duty it shall be to comply with the provisions of this Section.

4. "Thoroughfare" shall mean an open, unoccupied space permanently reserved for the purpose of access to abutting property.

**B. Duty.**

1. The responsible party shall remove and clear away or cause to remove or clear away all snow and ice from sidewalks within twenty-four (24) hours of the day following a snow fall; provided that when ice has so formed on any sidewalk that it cannot be removed, then the persons herein before referred to shall cause said ice from remaining and presenting a hazard to the users of the sidewalk by use of sand, abrasive material or any product designed to prevent ice from forming or to remain in its form and not to be injurious to the health and safety of the public.

2. The responsible party shall keep the sidewalk clean of any dirt or dust, when paved, and of any cinders, ashes, mud, oil and other similar substances when the sidewalks are clear of snow and ice.

3. The responsible party shall keep the sidewalk clear of water and ice accumulations, in the same manner provided in Subsection 1. above, when said accumulations of water or ice are caused by a runoff of water from any natural or man made source originating from the abutting or fronting property, including, but not limited to, water discharged from sump pumps.

4. The responsible party shall keep and maintain the alley abutting their property, to the centerline thereof, clean and free from all garbage, trash, junk, paper and debris at all times, and clean of any dirt or dust when paved, and of any cinders, ashes, mud, oil and other similar substances when the alley is clear of snow and ice.

**C. Enforcement.** It shall be the duty of the Department of Public Works, upon receiving a complaint from a party identifying themselves by name and address, to investigate an alleged violation of this Ordinance. Designees of the Director of Public Works may enforce this Ordinance through the issuance of citations.

**D. Stipulation As To Guilt Or Plea Of No Contest.** Any responsible party receiving a citation for failure to comply with this Ordinance, shall be permitted to stipulate his guilt to the offense charged upon payment of the penalty herein designated. The stipulation of guilt shall be made on a form approved by the City Attorney setting forth the date of offense, date citation issued, the name of the person issuing the citation, the location of the violation, and an admission of guilt or plea of no contest evidenced by the signature of the person arrested. Payment of the penalty herein designated must accompany the stipulation of guilt or no contest, which may be mailed to or delivered to the Office of the City Clerk/Treasurer.

**E. Penalty.** The penalty for violation of this Ordinance shall be as follows:

1. Twenty (\$20) Dollars for the first violation within a given calendar year.

2. Forty (\$40) Dollars for the second and third violations within a given calendar year.

3. Sixty (\$60) Dollars for the fourth violation and every violation thereafter, within a given calendar year.

4. The above penalties shall double if not paid within seven (7) days of the date of the offense, not including the day of the offense.

**CODE OF GENERAL ORDINANCES, 2011 - KENOSHA, WISCONSIN**

5. The penalty provisions of §5.12 of this Chapter are not applicable, being superseded by this subsection.

**F. Emergency Enforcement.** In addition to the penalties herein prescribed, the Director of Public Works, or his designee, shall be authorized to do, or have done, such acts as are necessary to bring the abutting or fronting sidewalk and or alley in compliance with this Ordinance. Once each calendar year, the City Department of Public Works shall publish a legal notice in the official City newspaper advising responsible parties of their duties hereunder and of the penalties for noncompliance with this Ordinance and the remedial powers of the Department of Public Works. Prior to the Department of Public Works doing or authorizing any work to be done at the cost and expense of the responsible party, an attempt shall be made to notify the responsible party by written notice, served personally or by mail. Said Director, or designee, shall keep an itemized record of expenses incurred and submit said itemization to the responsible party for payment within thirty (30) days of the date of service thereof, not including the date of service. If such charge is not paid when due, the Director, or designee, is authorized to pay said bill, if the services were not performed by City employees. Said Director, or designee, is further directed to collect the unpaid portion of said invoice as a special charge against the abutting or fronting property. A Seventy (\$70.00) Dollar Administrative Fee for processing and administering the special assessment shall be added to the special assessment against the abutting or fronting property.

**G. Saving Clause.** Should any part or provision of this Ordinance be declared unconstitutional and unenforceable, the remaining constitutional provisions shall be deemed separable and of full force and effect.

**5.115 SUMP PUMPS**

**A. Definitions.**

1. "Director" shall mean the Director or acting Director of the Department of Public Works, or his/her designee.

2. "Public Nuisance" shall mean a water discharge from any sump pump within the City which accumulates or freezes on any public right-of-way or which is discharged into a City sanitary sewer or which otherwise endangers the public health, safety or welfare. A public nuisance shall be deemed to exist where the condition complained of has temporarily ceased to exist but where the condition is likely to occur in the future.

**B. Specifications.** Foundation drains shall be connected to sump pits as specified in the State Plumbing Code. Sump pumps and the installation of sump pumps shall be in compliance with the State Plumbing Code.

**C. Discharge.** All construction in lands platted or subdivided after January 1, 1999, shall provide for the connection of all sump pump discharge lines directly to the nearest available storm sewer line; or, where a storm sewer is not available, onto the surface of the ground at least ten (10') feet from the building foundation. Where a storm sewer is not available, the discharge shall be directed to flow to the rear lot line or toward the street and shall not be directed so as to flow onto adjacent property, so as to flow over or accumulate upon a public sidewalk or as to create or maintain a public nuisance. Whenever a sump pump discharge is determined by the Director to have flown over or accumulated upon a public sidewalk, the Director may order the owner of the property which is the source of the said discharge to bury under the public sidewalk a nonporous conduit for said discharging waters which will be cut into the curb, where present, so as to enable the discharging water to flow directly into the gutter of the street.

**D. Notice to Property Owner.** Where the Director has determined that the discharge from a sump pump is unlawful or has created a public nuisance, the Director shall notify the property owner thereof and order compliance with this Ordinance or the abatement of said public nuisance within thirty (30) days following the date of the notice.

**E. Appeal.** The property owner may appeal the order of the Director to the Public Works Committee by serving a notice of appeal upon the Director within the thirty (30) day period referred to in Subsection D. The Public Works Committee shall hold a hearing within thirty (30) days following the receipt of the request therefor and it may uphold, reverse or modify the order of the Director. If the Public Works Committee upholds the Director in full or in part, the property owner shall be ordered to take corrective action within thirty (30) days following the date of the decision of the Public Works Committee.

**F. Waiver.** The property owner, by not requesting a timely hearing following the receipt of a thirty (30) day notice and order, shall waive any right he may have or claim to said hearing.

**G. Corrective Action By Director.** In the event of an illegal sump pump discharge, whether or not the discharge has caused a public nuisance, the Director may take corrective action where the property owner fails to do so in a timely manner, and the Director shall bill the property owner for the full



**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 11/01/11 through 11/15/11 and have approved the disbursements as follows:

1. Checks numbered from 110154 through 110521 as shown on attached listing consisting of:

a. Debt Service	984,166.30
b. Investments	-0-
c. All Other Disbursements	3,297,813.62
<b>SUBTOTAL</b>	<b>4,281,979.92</b>

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period:	1,272,128.41
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<b>TOTAL DISBURSEMENTS APPROVED</b>	<b>5,554,108.33</b>
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\_\_\_\_\_  
David Bogdala

\_\_\_\_\_  
Daniel Prozanski Jr.

\_\_\_\_\_  
Katherine Marks

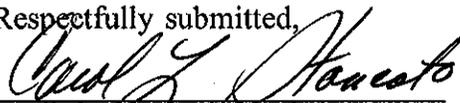
\_\_\_\_\_  
Eric Haugaard

\_\_\_\_\_  
Tod Ohnstad

\_\_\_\_\_  
Theodore Ruffalo

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectfully submitted,



**FISCAL NOTE  
CITY OF KENOSHA  
DEPARTMENT OF FINANCE**

**PREPARED FOR:** Finance Committee

**ITEM:** Disbursement Record #21

**ESTIMATED FINANCIAL IMPACT:**

No additional fiscal note needed.

**Date Prepared:** 11/22/11

**Prepared By:** 

**Reviewed By:** 

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110154	11/02	VIKING ELECTRIC SUPPLY	110-05-55109-248-000	10/11 PA ELECTRICAL	20.88
			110-03-53109-344-000	09/11 FD ELECTRICAL	13.84
				..... CHECK TOTAL	34.72
110155	11/02	CARDINAL HEALTH	206-02-52205-318-000	10/11 FD MEDICAL SUP	469.42
			206-02-52205-318-000	10/11 FD MEDICAL SUP	406.98
			206-02-52205-318-000	10/11 FD MEDICAL SUP	224.41
			206-02-52205-318-000	10/11 FD MEDICAL SUP	132.87
			206-02-52205-318-000	10/11 FD MEDICAL SUP	62.90
			206-02-52205-318-000	10/11 FD MEDICAL SUP	12.58
			206-02-52205-318-000	10/11 FD CREDIT	123.35CR
				..... CHECK TOTAL	1,185.81
110156	11/02	KENOSHA ANIMAL HOSPITAL	213-09-50101-381-000	10/11-VET SVCS-MIKY	46.97
110157	11/02	KENOSHA JOINT SERVICES	110-02-52111-251-000	11/11 JOINT SERVICES	255,366.00
			110-02-52202-251-000	11/11 JOINT SERVICES	63,840.75
				..... CHECK TOTAL	319,206.75
110158	11/02	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	09/11 DRUGS	360.10
110159	11/02	KENOSHA NEWS	110-00-21104-000-000	10/11 JILL'S PLACE	43.75
			520-09-50301-328-000	10/11 TD-PUBLIC HEAR	30.30
				..... CHECK TOTAL	74.05
110160	11/02	TRAFFIC & PARKING CONTROL CO	110-03-53109-374-000	ALUMINUM LIGHT POLE	2,080.00
			110-03-53109-374-000	ARM LIGHTING 6FT	420.00
			110-03-53109-374-000	ARM LIGHTING ALUM.	193.90
				..... CHECK TOTAL	2,693.90
110161	11/02	WE ENERGIES	461-11-51001-581-000	4702 36 AV #4-UTILS	36.92
			286-06-50206-259-000	#5339849 UTILITIES	24.09
			286-06-50209-259-000	#5339865 UTILITIES	24.01
			286-06-50207-259-000	#5339854 UTILITIES	23.82
			286-06-50208-259-000	#5339857 UTILITIES	21.65
			461-11-51001-581-000	4702 36 AV #1 UTILS	20.11
			461-11-51001-581-000	4702 36 AV #2-UTILS	19.43
			461-11-51001-581-000	4702 36 AV #3-UTILS	8.15
				..... CHECK TOTAL	178.18

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110162	11/02	TRAK ENGINEERING, INC.	520-09-50201-246-000	FUEL PUMP REPAIR	426.42
110163	11/02	PAYNE & DOLAN INC.	110-03-53103-355-000	10/11-ASPHALT MATERI	507.15
			110-03-53103-355-000	10/11-ASPHALT MATERI	378.51
				..... CHECK TOTAL	885.66
110164	11/02	REINDERS INC.	110-05-55102-353-000	9/11-PA PARTS/SERVIC	81.00
			110-05-55102-249-000	10/11-PA PARTS/SERVI	22.04
				..... CHECK TOTAL	103.04
110165	11/02	KENOSHA WATER UTILITY	286-06-50212-259-000	#5343042 UTILITIES	129.24
			110-05-55109-224-000	HYDRANT-LAKE FRONT	25.79
			463-11-50801-589-000	5915 SHERIDAN-SWU	17.22
			210-06-51605-259-000	5504 22 AV-UTILS	12.98
			758-09-50103-259-850	6/30-8/31/11-SWU	9.80
			463-11-50801-589-000	2222 56 ST-SWU	9.80
			463-11-50801-589-000	6209 13 AVE-SWU	9.80
			463-11-50801-589-000	6731 14 AVE-SWU	9.80
			463-11-50801-589-000	5510 22 AVE-SWU	9.80
			463-11-50801-589-000	2217 55 ST-SWU	9.80
			461-11-51001-581-000	5016 SHERIDAN-SWU	8.74
			463-11-50801-589-000	6733 14 AVE-SWU	6.62
				..... CHECK TOTAL	259.39
110166	11/02	ELCA URBAN OUTREACH CENTER	290-06-50609-259-000	#5342205 SUBGR AGRMT	16,451.07
110167	11/02	WEST GROUP	110-01-50301-322-000	09/11 SUBSCRIPTIONS	1,527.75
			110-01-50301-322-000	09/11 SUBSCRIPTIONS	367.75
				..... CHECK TOTAL	1,895.50
110168	11/02	MATRX MEDICAL	206-02-52205-344-000	WHEEL FORK W/BRAKE	131.00
110169	11/02	BROOKS TRACTOR, INC.	630-09-50101-393-000	10/11 SE PARTS & MAT	109.49
			630-09-50101-393-000	10/11 SE #2344 PARTS	51.19
				..... CHECK TOTAL	160.68
110170	11/02	PORT-A-JOHN, INC.	110-05-55108-282-000	10/11 SO. PIER	90.00
110171	11/02	KENOSHA YMCA	290-06-50617-259-000	#5344957 SUBGR AGRMT	24,828.94

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110172	11/02	BATTERIES PLUS LLC	521-09-50101-385-000	10/11 AR BATTERIES &	33.98
110173	11/02	AT&T	206-02-52205-227-000	10/10-11/09 DS1 SRVC	898.66
			206-02-52205-227-000	10/10-11/09 DS1 SRVC	588.00
				..... CHECK TOTAL	1,486.66
110174	11/02	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	10/11-MED DIR SERVIC	5,175.00
110175	11/02	RC ELECTRONICS	754-09-50102-579-000	CAMERA SYSTEM	7,623.00
110176	11/02	INDUSTRIAL MARKETING	630-09-50101-393-000	STOP ASSY	382.63
			630-09-50101-393-000	SENSOR-SE#2993	60.86
				..... CHECK TOTAL	443.49
110177	11/02	HOLLAND SUPPLY, INC.	110-03-53103-344-000	10/11-ST HYDRAULIC F	95.26
			501-09-50104-344-000	10/11-ST HYDRAULIC F	38.74
			630-09-50101-393-000	10/11-CE HYDRAULIC F	13.20
				..... CHECK TOTAL	147.20
110178	11/02	WISCONSIN WOMEN'S BUSINESS	290-06-50402-259-000	#5342208 SUBGR AGRMT	19,221.94
110179	11/02	ACCURATE PRINTING CO., INC.	761-09-50101-311-000	BIG WRITE FLYERS	50.00
110180	11/02	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	10/11 ST MERCHANDISE	310.00
			501-09-50105-359-000	10/11 ST MERCHANDISE	206.36
				..... CHECK TOTAL	516.36
110181	11/02	PITNEY BOWES	110-01-51306-282-000	10/11 MACHINE LEASE/	386.00
110182	11/02	AECOM TECHNICAL SERVICES INC	420-11-50904-219-000	7/02-9/30 GRANT PREP	5,832.32
110183	11/02	PACE ANALYTICAL	493-11-50105-219-000	8/20/11 LAB SERVICE	4,444.00
			493-11-50109-219-000	10/8/11 LAB SERVICE	2,902.00
			493-11-50105-219-000	8/18/11 LAB SERVICE	2,800.00
			493-11-50105-219-000	9/09/11 LAB SERVICE	2,018.99
			493-11-50108-219-000	10/8/11 LAB SERVICE	840.00
			493-11-50105-219-000	8/04/11 LAB SERVICE	740.00
			493-11-50105-219-000	8/23/11 LAB SERVICE	595.00
			493-11-50110-219-000	10/8/11 LAB SERVICE	460.00
			493-11-50108-219-000	10/13/11 LAB SERVICE	440.00
				..... CHECK TOTAL	15,239.99

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110184	11/02	AECOM TECHNICAL SERVICES INC	403-11-51008-589-000	7/11 TASK 5: FINAL D	7,039.91
			493-11-50107-219-000	9/11 PHASE II ESA	2,147.01
			403-11-51008-589-000	9/11 TASK 2: PUBLIC	972.15
			403-11-51008-589-000	9/11 TASK 5: FINAL D	864.84
			403-11-51008-589-000	07/11 TASK 4: PRELIM	399.15
			403-11-51008-589-000	9/11 TASK 3: GRANT M	266.10
			403-11-51008-589-000	9/11 TASK 1: PROJECT	199.59
			403-11-51008-589-000	07/11 TASK 1: PROJCT	199.59
				..... CHECK TOTAL	12,088.34
110185	11/02	O'LEARY'S CONTRACTORS	501-09-50105-713-000	OIL INJECTED RAMMER	2,498.00
			501-09-50105-713-000	14" CUT OFF SAW	1,530.00
			501-09-50105-713-000	PLATE COMPACTOR	1,485.00
			501-09-50105-713-000	12" CUT OFF SAW	745.00
			501-09-50105-713-000	14"X1" DIAMOND BLADE	192.00
				..... CHECK TOTAL	6,450.00
110186	11/02	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	10/11-TIRE RECYCLING	1,875.16
110187	11/02	EFFECTIVE MGMT SOLUTIONS	403-11-50904-219-000	PROFESSIONAL SERVICE	500.00
110188	11/02	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	10/11 JANITORIAL SER	3,430.00
			110-01-51801-243-000	10/11 JANITORIAL SER	125.00
			110-01-51801-243-000	10/11 JANITORIAL SER	10.00
				..... CHECK TOTAL	3,565.00
110189	11/02	US CELLULAR	110-02-52601-226-000	10/11 DH-CELL AIRTM	129.44
			631-09-50101-226-000	10/11 EN-CELL AIRTM	107.24
			501-09-50103-226-000	10/11 INTERNET CARD	40.71
			110-02-52601-226-000	10/11 DH-CELL SERVC	27.00
			501-09-50103-226-000	10/11 SW-CELL AIRTM	22.59
			631-09-50101-226-000	10/11 EN-CELL SERVC	6.00
			501-09-50103-226-000	10/11 SW-CELL SERVC	3.00
				..... CHECK TOTAL	335.98
110190	11/02	MALSACK, J	463-11-50902-219-000	10/11 WEED/GRASS "A"	1,053.71
			401-11-50912-581-000	10/11 WEED/GRASS "C"	847.87
			461-11-51001-581-000	10/11 WEED/GRASS "B"	705.37
			110-09-56501-259-570	10/11 6909 13 AV-GRS	317.54
			110-09-56501-259-570	10/11 5825 4 AV-GRS	188.10
			110-09-56501-259-570	10/11 5821 5 AV-GRS	185.25
			110-09-56501-259-570	10/11 824 48 ST-GRS	147.01
			110-09-56501-259-570	10/11 44TH PL-GRASS	141.55
			110-09-56501-259-570	10/11 4047 14 AV-GRS	90.25
			110-09-56501-259-570	10/11 704 75 ST-GRS	47.50
			110-09-56501-259-570	10/11 2723 23 AV-GRS	18.52
			110-09-56501-259-570	10/11 4814 SHER-GRS	15.44
			110-09-56501-259-570	10/11 723 58 ST-GRS	8.55
				..... CHECK TOTAL	3,766.66

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110191	11/02	CHULA VISTA RESORT	110-02-52107-263-000	10/17-18 2 OFFCRS	140.00
110192	11/02	KENOSHA COUNTY CLERK	110-01-51901-311-000	SPRING ELECTIONS	1,162.74
110193	11/02	ACME OFFICE EQUIPMENT	110-01-51102-232-000	10/11 DP PRINTER REP	356.89
			110-01-51102-232-000	10/11 DP PRINTER REP	220.00
			110-01-51102-232-000	10/11 DP PRINTER REP	103.95
				..... CHECK TOTAL	680.84
110194	11/02	WIS DEPT OF NATURAL RESOURCE	501-09-50102-219-000	PIKE RIVER PERMIT	250.00
110195	11/02	KENOSHA COMMUNITY SAILING	290-06-50604-259-000	#5342206 SUBGR AGRMT	2,415.00
110196	11/02	ESRI-WI USER GROUP	110-01-51701-264-000	M CALLOVI 11/09-11	850.00
110197	11/02	FASTENAL COMPANY	520-09-50201-317-000	10/11 TD TOOLS OR MA	92.40
			110-05-55109-389-000	10/11 PA TOOLS OR MA	81.67
			630-09-50101-393-000	10/11 SE #2446 TOOLS	66.47
			630-09-50101-393-000	10/11 SE #2954 TOOLS	39.22
				..... CHECK TOTAL	279.76
110198	11/02	MTAW	110-01-51201-323-000	2011 DUES HOWARD	40.00
110199	11/02	CDW-G	110-01-51102-539-000	10/11 DP COMPUTER EQ	496.89
			110-01-51102-539-000	10/11 DP COMPUTER EQ	449.07
				..... CHECK TOTAL	945.96
110200	11/02	LAKESIDE CLEANERS	110-02-52203-259-000	9/11-FD LAUNDRY SERV	1,204.90
110201	11/02	MENARDS (KENOSHA)	501-09-50105-359-000	10/11-ST MERCHANDISE	144.94
			521-09-50101-246-000	10/11-AR MERCHANDISE	114.84
			110-03-53116-382-000	10/11-WA MERCHANDISE	71.92
			524-05-50101-357-000	10/11-GO MERCHANDISE	22.40
			110-03-53103-361-000	10/11-ST MERCHANDISE	20.92
			205-03-53119-357-000	10/11-ST MERCHANDISE	8.98
				..... CHECK TOTAL	384.00
110202	11/02	SHERWIN INDUSTRIES	521-09-50101-371-000	CENTERLINE PAINT	2,430.00
			521-09-50101-282-000	GRACO LINE DRIVER	450.00
			521-09-50101-371-000	GLASS BEADS	375.00
				..... CHECK TOTAL	3,255.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110203	11/02	CHASE BANK-DTC	399-00-22205-000-000	11/01 PRINC & INT	439,224.57
			304-00-22205-000-000	11/01 PRINC & INT	259,087.14
			306-00-22205-000-000	11/01 PRINC & INT	208,547.72
			309-00-22205-000-000	11/01 PRINC & INT	77,424.07
				..... CHECK TOTAL	984,283.50
110204	11/02	WURTA	520-09-50301-264-000	RON IWEN 9/26-28	200.00
110205	11/02	WOMEN AND CHILDRENS HORIZONS	290-06-50607-259-000	#5342353 SUBGR AGRMT	11,238.00
110206	11/02	J.K.R. SURVEYING, INC	758-09-50107-259-851	STAKE PROPERTY	175.00
110207	11/02	SCHEND, R.C. & ASSOCIATES	405-11-51004-583-000	ENGINEERING SERVICES	300.00
110208	11/02	MIDWEST GRAPHICS SERVICES	405-11-51003-219-000	8/11-PARKS PLAN PRIN	1,425.00
110209	11/02	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000	10/11 #2301 PARTS	410.98
110210	11/02	TURNING POINT SYSTEMS GROUP	631-09-50101-361-000	DIRECT ELEVATION ROD	165.00
			631-09-50101-361-000	CASE	1.00
				..... CHECK TOTAL	166.00
110211	11/02	LGIP MUSEUM	110-00-21805-000-000	11/01/11 WIRE TRANS	139,200.00
110212	11/02	STEIN, GARY	611-09-50101-155-525	ORTHO SERVICES	220.00
110213	11/02	COMFORT SUITES MADISON	110-02-52107-263-000	10/09-10 FRANCIS	88.00
110214	11/02	KNAPP, JILL	110-00-46394-000-000	APPLIANCE STICKER	15.00
110215	11/02	MANRING, AMY	110-00-46394-000-000	APPLIANCE STICKER	15.00
110216	11/02	FINN, AMBER E	110-00-44709-000-000	BARTENDER LICENSE	50.00
110217	11/02	SAVAKIS, MELISSA	110-00-21905-000-000	BEACH HOUSE-10/22/11	225.00
110218	11/02	TAYLOR, WESTON M	110-00-21109-000-000	COURT PMT #V796616	60.00
110219	11/02	SANDOVAL, VANESSA	110-00-21109-000-000	COURT PMT #J438332	63.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110220	11/02	LOS CARALES	110-00-44709-000-000	BARTENDER LICENSE	50.00
110221	11/02	FREDERICK, DORIS	110-00-46394-000-000	APPLIANCE STICKER	15.00
110222	11/02	SLATER, JEREMIAH	110-00-21902-000-000	FINE PYMT N460651	234.00
110223	11/02	BOYD, SHERI	110-00-21902-000-000	FINE PYMT N1217928	230.40
			110-00-21902-000-000	FINE PYMT N1198711	86.60
				..... CHECK TOTAL	317.00
110224	11/02	BROWN, ANGEL	110-00-45103-000-000	FINE PYMT V575215	100.00
			110-00-45104-000-000	FINE PYMT V575215	28.00
			110-00-21901-000-000	FINE PYMT V575215	26.00
			110-00-21911-000-000	FINE PYMT V575215	13.00
			110-00-21910-000-000	FINE PYMT V575215	10.00
				..... CHECK TOTAL	177.00
110225	11/02	TAPPA, GUY	110-02-52102-367-000	2011 CLOTHING ALLOW	400.00
110226	11/02	LENCI, MAURO	632-09-50101-261-000	9-10/11 678.3 MILES	376.46
110227	11/02	GREATHOUSE, JEFFREY W.	110-02-52102-367-000	2011 CLOTHING ALLOW	400.00
110228	11/02	FALK, PETER F.	110-02-52102-367-000	2011 CLOTHING ALLOW	400.00
110229	11/02	DEN HARTOG, WARREN J.	110-02-52102-367-000	2011 CLOTHING ALLOW	400.00
110230	11/02	LINDQUIST, LEWIS T.	110-02-52107-263-000	10/11/11-FRANKLIN	8.00
110231	11/02	WRIGHT, TRACY	110-01-52001-263-000	10/18-21 ELKHART LK	210.00
			110-01-52001-261-000	10/18-21 ELKHART LK	115.44
			110-01-52001-263-000	10/18-21 ELKHART LK	31.35
				..... CHECK TOTAL	356.79
110232	11/02	BILLINGSLEY, SHELLY	420-11-50804-219-000	10/17 EPA MADISON	130.09
110233	11/02	FLAHIVE, CHRISTINE	110-02-52107-263-000	10/17-18/11-WI DELLS	25.00
			110-02-52107-263-000	10/25-26-STEVEN'S PT	12.00
				..... CHECK TOTAL	37.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110234	11/02	COOPER, DANIEL	110-02-52107-263-000	10/26/11-BROOKFIELD	8.00
110235	11/02	WALSH, DENNIS	110-02-52107-263-000	10/25-26-STEVENS PT	12.00
110236	11/02	MCKINNEY, JODI	465-11-50801-219-000	10/14/11-MILWAUKEE	54.40
110237	11/02	DE WITT, JEREMY	110-02-52107-263-000	10/26/11-BROOKFIELD	8.00
110238	11/02	SCHRANDT, JONATHAN	110-02-52107-263-000	10/2-5/11-WLECHA CON	36.00
110239	11/02	NICHOLS, DUSTY	110-02-52107-263-000	10/2-5/11 WLECHA CON	36.00
			110-02-52107-263-000	10/12/11-APPLETON	8.00
				..... CHECK TOTAL	44.00
110240	11/04	RNOW, INC.	630-09-50101-393-000	10/11 PARTS/MATERIAL	1,745.32
			630-09-50101-393-000	10/11 PARTS/MATERIAL	333.18
			630-09-50101-393-000	10/11 PARTS/MATERIAL	274.92
			630-09-50101-393-000	10/11 #2921 PARTS/MA	175.89
			630-09-50101-393-000	10/11 PARTS/MATERIAL	93.24
			630-09-50101-393-000	10/11 PARTS/MATERIAL	81.60
				..... CHECK TOTAL	2,704.15
110241	11/04	COMSYS, INCORPORATED	110-01-51102-215-000	11/8-12/7/11 SERVICE	37,312.25
			501-09-50101-215-000	11/8-12/7/11 SERVICE	9,329.31
				..... CHECK TOTAL	46,641.56
110242	11/04	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	11/04/11 CITY HRLY	14,504.19
			110-00-21562-000-000	11/04/11 WATER HRLY	4,112.60
			110-00-21562-000-000	11/04/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	18,821.79
110243	11/04	LABOR PAPER, THE	110-01-50101-321-000	10/11 NAME CHANGE	32.92
110244	11/04	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	9/26/11 W/C	2,888.15
			110-09-56405-161-000	9/2-9/7/11 W/C	839.70
				..... CHECK TOTAL	3,727.85
110245	11/04	KENOSHA COUNTY	110-02-52105-283-000	11/11 RENT/SFTY BLDG	11,661.00
110246	11/04	WE ENERGIES	633-09-50101-221-000	#42 09/23-10/24	3,058.98
			110-03-53109-221-000	#42 09/21-10/20	2,163.77
			110-03-53109-221-000	#42 09/20-10/19	1,457.38
			110-02-52203-221-000	#42 09/23-10/24	1,320.95
			110-03-53109-221-000	#42 09/22-10/23	1,299.47
			632-09-50101-221-000	#42 08/24-09/26	1,085.06
			110-03-53103-221-000	#42 08/24-09/26	1,039.56
			110-05-55109-221-000	#42 09/18-10/17	881.83
			110-03-53109-221-000	#42 09/18-10/17	772.28
			110-03-53116-221-000	#42 09/19-10/18	690.51

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53109-221-000	#42 09/22-10/21	668.92
			110-05-55111-221-000	#42 09/19-10/18	649.58
			110-03-53109-221-000	#42 09/21-10/19	620.91
			110-03-53109-221-000	#42 09/20-10/20	587.58
			110-03-53109-221-000	#42 09/23-10/25	510.20
			522-05-50102-221-000	#42 09/19-10/17	507.03
			110-03-53109-221-000	#42 09/19-10/18	482.72
			110-05-55109-221-000	#42 09/19-10/18	398.91
			522-05-50102-221-000	#42 09/20-10/17	270.70
			110-03-53109-221-000	#42 09/25-10/24	245.64
			110-03-53103-221-000	#42 09/22-10/23	173.75
			110-03-53109-221-000	#42 09/22-10/20	167.70
			110-05-55106-222-000	#42 09/22-10/21	110.80
			110-05-55109-221-000	#42 09/21-10/20	104.33
			110-05-55109-222-000	#42 09/25-10/24	79.58
			519-09-50103-221-000	#42 09/22-10/23	61.85
			110-03-53117-221-000	#42 09/19-10/18	61.29
			522-05-50102-221-000	#42 09/18-10/17	43.63
			110-05-55109-221-000	#42 09/20-10/19	42.98
			522-05-50102-222-000	#42 09/18-10/17	28.92
			110-05-55111-222-000	#42 09/20-10/19	26.43
			110-05-55109-222-000	#42 09/22-10/23	16.45
			110-05-55109-221-000	#42 09/22-10/23	9.08
			110-05-55109-222-000	#42 09/18-10/17	8.41
				..... CHECK TOTAL	19,647.18
110247	11/04	UNITED STATES TREASURY	110-00-21581-000-000	11/04/11 DEDUCTION	113.68
			110-00-21581-000-000	11/04/11 DEDUCTION	100.00
				..... CHECK TOTAL	213.68
110248	11/04	CURTIS INDUSTRIES, INC	630-09-50101-393-000	9/11 CE-FASTENERS	181.88
			630-09-50101-393-000	10/11 CE-FASTENERS	165.47
				..... CHECK TOTAL	347.35
110249	11/04	DON'S AUTO PARTS	630-09-50101-393-000	10/11 CE #2745 PARTS	427.21
			630-09-50101-393-000	10/11 CE #2506 PARTS	80.58
			630-09-50101-393-000	10/11 CE #2483 PARTS	79.38
				..... CHECK TOTAL	587.17
110250	11/04	KENOSHA WATER UTILITY	110-00-21914-000-000	10/11 BILL COLLECT	15,410.44
			110-00-21913-000-000	10/11 TEMP PERMITS	5,966.32
				..... CHECK TOTAL	21,376.76

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110251	11/04	WALGREEN CO.	110-09-56405-161-000	10/15/11 W/C	765.31
			110-09-56405-161-000	10/14/11 W/C	7.45
				..... CHECK TOTAL	772.76
110252	11/04	INLAND DETROIT DIESEL	205-03-53118-344-000	RECONDITION TRANS.	5,403.65
			630-09-50101-393-000	TRANSMISSION FLUID	1,500.00
			630-09-50101-393-000	10/11 CE-PARTS/MATRL	40.89
			520-09-50201-344-000	09/11 TD CORE CREDIT	5,800.00CR
				..... CHECK TOTAL	1,144.54
110253	11/04	CHASE BANK KENOSHA	110-00-21513-000-000	11/04/11 HRLY DEDUCT	22,413.27
			110-00-21612-000-000	11/04/11 HRLY DEDUCT	11,488.56
			110-00-21511-000-000	11/04/11 HRLY DEDUCT	7,782.43
			110-00-21614-000-000	11/04/11 HRLY DEDUCT	2,849.99
			110-00-21514-000-000	11/04/11 HRLY DEDUCT	2,849.77
				..... CHECK TOTAL	47,384.02
110254	11/04	ZILSKE LAW FIRM S C	110-09-56405-212-000	8/1/11-9/1/11 W/C	476.00
			520-09-50101-161-000	7/8-7/13/11 W/C	52.50
			520-09-50101-161-000	7/14/11 W/C	45.00
				..... CHECK TOTAL	573.50
110255	11/04	FEDEX	110-01-51306-312-000	10/10/11 WDNR PRMT	21.87
110256	11/04	TDS METROCOM	110-01-51801-227-000	10/11 FIRE	166.18
			110-01-51801-225-000	10/11 FIRE	63.44
				..... CHECK TOTAL	229.62
110257	11/04	OFFICEMAX	110-01-51101-311-000	10/11 FN #1947 OFFC	353.16
			110-02-52103-311-000	10/11 PD #1942 OFFC	208.52
			110-03-53101-311-000	10/11 PW #1948 OFFC	196.12
			110-05-55101-311-000	10/11 PA #1950 OFFC	141.70
			110-05-55101-311-000	10/11 PA #1946 OFFC	137.52
			110-02-52103-311-000	10/11 PD MISC OFFICE	66.14
			110-01-50301-311-000	10/11 LE #1952 OFFC	55.35
			110-01-50301-311-000	10/11 LE #1952 OFFC	6.78
				..... CHECK TOTAL	1,165.29
			110258	11/04	REGISTRATION FEE TRUST

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110259	11/04	LINCOLN CONTRACTORS SUPPLY	501-09-50105-713-000	18V BATTERY (2 PACK)	258.00
			501-09-50105-713-000	18V IMPACT	149.00
			501-09-50105-713-000	18V DRILL DRIVER	109.00
			501-09-50105-713-000	BATTERY CHARGER	95.00
			501-09-50105-361-000	10/11 SW TOOLS AND S	81.74
				..... CHECK TOTAL	692.74
110260	11/04	RASCH CONST. & ENGINEERING	405-11-50707-589-000	EST 1-VELODROME RSTR	40,405.46
			405-11-51107-582-000	EST 1-VELODROME RSTR	39,209.77
			405-11-50907-584-000	EST 1-VELODROME RSTR	34,331.00
				..... CHECK TOTAL	113,946.23
110261	11/04	SHELBLE & HEMMER, S.C.	110-00-21581-000-000	11/04/11 DEDUCTION	3.91
110262	11/04	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000	07/11 BILLING FEE	11,288.06
			206-02-52205-219-000	07/11 CERT. COMM.	788.13
			110-00-46209-999-000	07/11 SERVICES	359.06
				..... CHECK TOTAL	12,435.25
110263	11/04	ACCURATE PRINTING CO., INC.	110-01-50901-311-000	10/11 AS #9 RTN EPS	84.00
110264	11/04	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	10/11 FD PARTS/MATER	581.97
			206-02-52205-344-000	10/11 FD PARTS/MATER	506.78
			110-02-52203-344-000	10/11 FD PARTS/MATER	140.52
			110-02-52203-344-000	10/11 FD PARTS/MATER	133.59
			110-02-52203-344-000	10/11 FD PARTS/MATER	133.59
			206-02-52205-344-000	10/11 FD PARTS/MATER	84.90
			110-02-52203-344-000	10/11 FD PARTS/MATER	73.00
			110-02-52203-344-000	10/11 FD PARTS/MATER	59.55
				..... CHECK TOTAL	1,713.90
			110265	11/04	STRAND ASSOCIATES, INC.
110266	11/04	AECOM TECHNICAL SERVICES INC	493-11-50105-219-000	8/27-9/30 PHS II ESA	17,308.11
			495-11-50102-219-000	8/27-9/30 PHS II ESA	5,169.96
				..... CHECK TOTAL	22,478.07
110267	11/04	LAKESIDE INTERNATIONAL TRUCK	630-09-50101-393-000	09/11 CE PARTS-MATER	1,729.00
			520-09-50201-347-000	09/11 BUS PARTS/MATE	367.80
			520-09-50106-344-000	09/11 BUS PARTS/MATE	359.70
				..... CHECK TOTAL	2,456.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110268	11/04	HUMANA CLAIMS	611-09-50101-155-527	11/01/11 MED CLAIMS	75,032.04
			611-09-50101-155-527	11/02/11 MED CLAIMS	65,189.88
			611-09-50101-155-527	11/03/11 PHARMACY	15,620.02
			611-09-50101-155-527	11/03/11 MED CLAIMS	13,902.49
			611-09-50101-155-527	11/01/11 PHARMACY	7,222.62
			611-09-50101-155-527	11/02/11 PHARMACY	3,857.16
			611-09-50101-155-000	11/01/11 DENTAL REPT	250.00CR
				..... CHECK TOTAL	180,574.21
110269	11/04	SCHREIBER ANDERSON ASSOC.	713-00-21952-000-000	09/11 PROFESSIONAL S	3,572.10
110270	11/04	PAUL CONWAY SHIELDS	110-02-52206-367-000	10/11 TURNOUT GEAR	36.95
110271	11/04	DROPRITE TREE & LANDSCAPE	407-11-51102-219-000	2011 TREE REMOVAL	7,302.50
110272	11/04	CUMMINS NPOWER, LLC	520-09-50201-347-000	HYDRODAMP	1,971.75
110273	11/04	INTERCLEAN EQUIPMENT INC	403-11-50904-589-000	EST 3-TRUCK WASH SYS	9,801.58
110274	11/04	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	11/04/11 DEDUCTION	34.91
110275	11/04	HENRY SCHEIN	611-09-50101-155-504	NURSE PCTNR SUPPL	399.23
110276	11/04	MALSACK, J	401-11-51012-581-000	3712 50TH ST	159.48
			401-11-51012-581-000	1801 52ND ST	70.00
			401-11-51012-581-000	1822 53RD ST	54.50
			401-11-51012-581-000	1710 53RD ST	21.80
			401-11-51012-581-000	1715 52ND ST	11.25
				..... CHECK TOTAL	317.03
110277	11/04	ELECTRICAL CONTRACTORS, INC	405-11-51017-589-000	FLAG POLE LIGHTS	1,036.79
110278	11/04	MIDWEST ENGINEERING SERVICES	409-11-51111-589-000	07/11 GEOTECHNICAL S	2,590.00
110279	11/04	EDUCATIONAL CREDIT MGMT CORP	110-00-21581-000-000	11/04/11 DEDUCTION	16.02
110280	11/04	DEPT WORKFORCE DEVELOPMENT	110-00-21581-000-000	11/04/11 DEDUCTION	44.61
110281	11/04	KENOSHA COUNTY TREASURER	110-04-54101-252-000	11/11 HEALTH SERVICE	90,296.42

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110282	11/04	BLUE CROSS/BLUE SHIELD	206-00-13107-000-000	ZBIKOWSKI 10/5/10	72.06
110283	11/04	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	10/11 #2326 PARTS &	40.28
110284	11/04	O'CONNOR, DUMEZ,	110-09-56402-219-000	MEDINA 11/14/08	1,760.00
			110-09-56402-219-000	LEHMAN 3/08/09	1,023.00
			110-09-56402-219-000	CITY/COUNTY CLAIM	253.00
			110-09-56402-219-000	TATROE 5/03/07	156.00
			110-09-56402-219-000	GUERRERO 12/01/10	154.00
			110-09-56402-219-000	MILLER 10/25/03	55.00
				..... CHECK TOTAL	3,401.00
110285	11/04	MENARDS (KENOSHA)	210-06-51605-259-000	5504 22ND AVE	137.80
			524-05-50101-249-000	10/11 GO MERCHANDISE	79.96
			521-09-50101-344-000	09/11 AR MERCHANDISE	29.41
			205-03-53119-389-000	10/11 ST MERCHANDISE	28.82
			110-03-53109-344-000	09/11 PD MERCHANDISE	11.97
			524-05-50101-249-000	10/11 GO MERCHANDISE	6.13
			210-06-51605-259-000	5504 22ND AVE CREDIT	5.95CR
				..... CHECK TOTAL	288.14
110286	11/04	UKE'S HARLEY-DAVIDSON/BUELL	110-02-52103-344-000	07/11 #3097 MOTORCYC	453.90
110287	11/04	GUNTA & REAK, S.C.	110-09-56402-219-000	HARPER 9/21/08	265.25
110288	11/04	WIS SCTF	110-00-21581-000-000	11/04/11 HRLY DEDUCT	979.77
110289	11/04	LOCAL GOVERNMENT PROPERTY	110-09-56401-271-000	2011 POLICY PREM	21.00
110290	11/04	TIME WARNER CABLE	520-09-50301-233-000	10-11/11 TRANSIT-ROA	279.90
			110-01-51102-233-000	11/11 AIRPORT-ROADRU	139.95
				..... CHECK TOTAL	419.85
110291	11/04	GATEWAY TECH COLLEGE	206-02-52205-219-000	SPRING/FALL EMT CRS	342.08
110292	11/04	HUMANA HEALTH CARE PLANS	206-00-13107-000-000	S REDLING 5/26/10	113.31
			206-00-13107-000-000	K MENTINK 1/10/10	83.16
				..... CHECK TOTAL	196.47
110293	11/04	MILWAUKEE SPRING &	630-09-50101-393-000	10/10 PARTS & LABOR	141.59

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110294	11/04	GILLIG CORPORATION	520-09-50201-347-000	MISC. BUS PARTS	2,469.45
110295	11/04	PROCESSWORKS INC.	110-00-21578-000-000	11/01/11 CHECK REG	3,710.16
110296	11/04	RED THE UNIFORM TAILOR	110-02-52103-367-000	10/11 POLICE UNIFORM	457.50
			110-02-52103-367-000	10/11 POLICE UNIFORM	371.70
			110-02-52103-367-000	10/11 POLICE UNIFORM	281.45
			110-02-52103-367-000	10/11 POLICE UNIFORM	255.00
			110-02-52206-367-000	10/11 FD-UNIFORMS	217.50
			110-02-52206-367-000	10/11 FD-UNIFORMS	217.50
			110-02-52103-367-000	10/11 POLICE UNIFORM	213.50
			110-02-52206-367-000	10/11 FD-UNIFORMS	145.00
			110-02-52206-367-000	10/11 FD-UNIFORMS	145.00
			110-02-52206-367-000	10/11 FD-UNIFORMS	145.00
			110-02-52206-367-000	10/11 FD-UNIFORMS	145.00
			110-02-52206-367-000	10/11 FD-UNIFORMS	145.00
			110-02-52206-367-000	10/11 FD-UNIFORMS	132.50
			110-02-52103-367-000	10/11 POLICE UNIFORM	131.90
			110-02-52103-367-000	9/11 POLICE UNIFORMS	108.98
			110-02-52103-367-000	10/11 POLICE UNIFORM	89.98
				..... CHECK TOTAL	3,057.51
110297	11/04	DAWES RIGGING & CRANE RENTAL	630-09-50101-393-000	PINS FOR FLEET 1009	61.28
110298	11/04	NEHL'S PAINTING	405-11-51104-583-000	EST 2-PAINT-FIELD OF	17,272.60
110299	11/04	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	10/4/11 W/C	1,020.85
			110-09-56405-161-000	9/26/11 W/C	128.35
				..... CHECK TOTAL	1,149.20
110300	11/04	OCCUCARE SYSTEMS & SOLUTIONS	110-09-56405-161-000	9/26-9/27/11 W/C.	604.20
			110-09-56405-161-000	9/28/11 W/C	510.07
			110-09-56405-161-000	10/3/11 W/C	375.24
				..... CHECK TOTAL	1,489.51
110301	11/04	BYKOWSKI, JAMES, D.C.	110-09-56405-161-000	10/19/11 W/C	35.00
			110-09-56405-161-000	10/24/11 W/C	26.25
				..... CHECK TOTAL	61.25
110302	11/04	ADVANCED PAIN MANAGEMENT	110-09-56405-161-000	8/31-9/23/11 W/C	1,688.40

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110303	11/04	IOD INCORPORATED	110-09-56405-161-000	10/21/11 W/C	13.12
			110-09-56405-161-000	10/21/11 W/C	8.78
				..... CHECK TOTAL	21.90
110304	11/04	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	9/26/11 W/C	997.05
110305	11/04	AURORA HEALTH CARE	110-09-56405-161-000	9/6-9/30/11 W/C	2,409.38
			110-09-56405-161-000	9/2/11 W/C	1,780.24
			110-09-56405-161-000	9/15/11 W/C	340.56
			110-09-56405-161-000	9/12/11 W/C	277.20
			110-09-56405-161-000	9/27/11 W/C	215.60
			110-09-56405-161-000	9/19/11 W/C	215.60
			110-09-56405-161-000	9/14/11 W/C	198.88
			110-09-56405-161-000	9/19/11 W/C	144.32
			110-09-56405-161-000	9/19/11 W/C	144.32
				..... CHECK TOTAL	5,726.10
110306	11/04	WHEATON FRANCISCAN MED GROUP	110-09-56405-161-000	9/26/11 W/C	112.64
110307	11/04	JOINTS IN MOTION MEDICAL LLC	110-09-56405-161-000	9/9/11 W/C	682.50
110308	11/04	NOVASIC, CHAD PT, LTD	110-09-56405-161-000	9/22-9/30/11 W/C	595.38
110309	11/04	ALLIANT PHYSICAL THERAPY GRP	110-09-56405-161-000	9/15-9/20/11 W/C	601.35
			110-09-56405-161-000	9/14-9/19/11 W/C	348.73
			110-09-56405-161-000	9/9-9/13/11 W/C	324.28
			110-09-56405-161-000	9/21/11 W/C	247.66
			110-09-56405-161-000	10/4/11 W/C	135.70
				..... CHECK TOTAL	1,657.72
110310	11/04	SUPER WESTERN	409-11-51003-589-000	EST 6-WEST FRONTAGE	43,573.15
110311	11/04	SCHMALING COURT REPORTING	110-09-56402-219-000	LEHMAN 3/08/09	286.50
110312	11/04	RUCHTI, JOHN	110-09-56404-719-000	FENCE DMG 9/22/11	195.00
110313	11/04	FLIGHT FOR LIFE	206-02-52205-369-000	2 LANDING ZONE KITS	270.00
110314	11/04	OPERATING ENGINEERS LOCAL	206-00-13107-000-000	D CORNELL 5/02/10	39.65

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110315	11/04	SPRINGLEAF FINANCIAL	110-00-21109-000-000	SPCL ASSESS 6926 31S	4.13
110316	11/04	CHILDREN'S COMMUNITY HEALTH	206-00-13107-000-000	O STOUT 8/20/10	157.40
110317	11/04	SCHELLING, MARY	110-00-21905-000-000	BEACH HOUSE 10/28/11	300.00
110318	11/04	MUNOZ, BLANCA	110-00-21905-000-000	BEACHHOUSE 10/29/11	300.00
110319	11/04	LACOMBE, ELIZABETH	110-00-21905-000-000	BEACHHOUSE 10/30/11	300.00
110320	11/04	WDATCP, DAH	110-02-52110-323-000	HUMANE OFFICER	25.00
110321	11/04	WOLFE, RITA	206-00-13107-000-000	TRANSPORT 10/11/10	480.00
110322	11/04	WILCZAK, EDWARD	206-00-13107-000-000	TRANSPORT 1/06/10	76.61
110323	11/04	HECKEL, EUGENE W.	110-02-52107-263-000	10/17-18 WIS DELLS	25.00
110324	11/04	TORRES, PABLO	110-02-52103-341-000	10/02-05 JOHNSON CRK	60.65
			110-02-52107-263-000	10/02-05 JOHNSON CRK	36.00
				..... CHECK TOTAL	96.65
110325	11/04	RAFFERTY, HUGH P.	110-02-52102-367-000	2011 CLOTHING ALLOW	400.00
110326	11/04	WILKE, BRIAN	110-01-51701-261-000	10/11 54 MILES	29.97
110327	11/04	FRANCIS, RONALD	110-02-52107-263-000	10/09-10 MADISON	12.00
110328	11/04	WASHINGTON, AL	110-01-50901-261-000	10/11 225 MILES	124.88
110329	11/04	CRUEY, EDWARD	110-01-50901-261-000	10/11 204 MILES	113.22
110330	11/04	DJUPLIN, WESLEY P	110-01-51303-144-000	SPRING 2011 TUITION	304.00
110331	11/04	KUNZ, JOSHUA	110-02-52107-263-000	10/26/11 BROOKFIELD	8.00
110332	11/04	BOSMAN, KEITH	110-01-51301-262-000	10/4/11 WASHINGTON	401.90
			110-01-51301-263-000	10/4/11 WASHINGTON	6.85
				..... CHECK TOTAL	408.75

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110333	11/04	KREIN, JAMES J	110-01-51303-144-000	2011 SUMMER TUITION	560.00
110334	11/04	FRIEBERT, FINERTY & ST JOHN	110-01-50101-219-000	PER ORDINANCE 30.11	29,766.34
110335	11/09	WE ENERGIES	110-03-53109-221-000	10/11 STREETLIGHTING	60,506.82
			110-05-55109-221-000	10/11 STREETLIGHTING	731.53
				..... CHECK TOTAL	61,238.35
110336	11/09	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	10/11-ST ELECTRICAL	179.70
			110-03-53109-375-000	10/11-ST ELECTRICAL	76.19
			110-03-53103-235-000	10/11-ST ELECTRICAL	43.81
				..... CHECK TOTAL	299.70
110337	11/09	GENERAL COMMUNICATIONS, INC.	110-02-52103-231-000	10/11-PD MISC. ITEMS	28.00
110338	11/09	HWY C SERVICE	501-09-50106-344-000	10/11-PA SERVICE/PAR	10.79
110339	11/09	FIRST SUPPLY CO.	110-05-55104-249-000	10/11 PA SUPPLIES AN	374.98
110340	11/09	VULCAN MATERIALS COMPANY	501-09-50105-354-000	10/11-SW AGGREGATE M	2,857.24
110341	11/09	WILLKOMM INC., JERRY	630-09-50101-392-000	10/11 DIESEL FUEL	24,541.77
			630-09-50101-391-000	10/11 UNLEADED GASOL	22,796.96
				..... CHECK TOTAL	47,338.73
110342	11/09	WIS DEPT OF REVENUE	110-00-21512-000-000	10/16-31/11 DEDUCTS	111,176.36
110343	11/09	PULERA AUTO CARE CENTER	632-09-50101-344-000	BODY DAMAGE REPAIRS	2,544.60
110344	11/09	OAKES & SON, INC., A. W.	420-11-51009-589-000	DOT MATERIAL	7,787.52
			420-11-51009-589-000	DOT MATERIAL	2,990.39
				..... CHECK TOTAL	10,777.91
110345	11/09	REINDERS INC.	110-05-55109-344-000	10/11-PA PARTS/SERVI	149.50
			110-05-55109-344-000	10/11-PA PARTS/SERVI	104.67
				..... CHECK TOTAL	254.17
110346	11/09	WIS FUEL & HEATING INC	110-03-53103-341-000	10/11-ST LUBRICANTS/	488.40
			110-03-53103-341-000	10/11-ST LUBRICANTS/	85.00
				..... CHECK TOTAL	573.40

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110347	11/09	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	10/11 SWEEPER PARTS/	1,126.50
110348	11/09	BADGER OIL EQUIPMENT CO.	520-09-50201-246-000	FUEL TANK PROBE	1,307.50
			520-09-50201-246-000	VEEDER ROOT PAPER	40.83
				..... CHECK TOTAL	1,348.33
110349	11/09	LARK UNIFORM, INC.	110-02-52103-367-000	10/11 #279 UNIFORM I	72.95
110350	11/09	OFFICEMAX	110-02-52601-311-000	10/11 DH #1957 OFFC	197.69
			110-01-51303-311-000	10/11 HR #1961 OFFC	161.26
			110-02-52103-311-000	CORKBOARD	54.57
			110-02-52103-311-000	10/11 PD #1956 OFFC	51.04
			501-09-50101-311-000	10/11 SW #1959 OFFC	27.18
			632-09-50101-311-000	10/11 SE #1960 OFFC	21.62
			110-02-52601-311-000	10/11 DH #1957 OFFC	9.00
			110-02-52601-311-000	10/11 DH #1958 OFFC	7.60
			110-02-52601-311-000	10/11 DH #1957 OFFC	6.78
			110-02-52601-311-000	10/11 DH #1958 OFFC	3.80
				..... CHECK TOTAL	540.54
110351	11/09	CHEMSEARCH	501-09-50104-341-000	ALUM COMPLEX GREASE	2,190.44
110352	11/09	ACTION TRAINING SYSTEMS	110-02-52206-383-000	TRAINING MEDIA	5,088.00
110353	11/09	PREISS, IRENE	110-02-52203-165-000	11/11 BENEFITS	410.53
110354	11/09	ZAK, PAUL	110-02-52203-165-000	11/11 BENEFITS	861.97
110355	11/09	LINCOLN CONTRACTORS SUPPLY	110-01-51801-389-000	10/11-MB TOOLS/SUPPL	82.62
110356	11/09	KENOSHA COUNTY DIVISION OF	520-09-50301-258-000	2ND QTR ADMN OVERST	8,150.74
			520-09-50301-258-000	3RD QTR ADMN OVERST	2,554.40
				..... CHECK TOTAL	10,705.14
110357	11/09	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	10/11-ADMIN FEE	350.00
110358	11/09	CICCHINI ASPHALT LLC	401-11-51101-585-000	EST 5/RESURF-PH II	6,016.81
110359	11/09	HOERNEL LOCK & KEY, INC.	521-09-50101-249-000	10/11-AR LOCKS & KEY	135.90

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110360	11/09	UNISOURCE WORLDWIDE	110-01-51101-311-000	10/11-FN PAPER PRODU	423.78
110361	11/09	HUMANA CLAIMS	611-09-50101-155-527	11/07/11 MED CLAIMS	134,572.26
			611-09-50101-155-527	11/07/11 PHARMACY	20,239.57
			611-09-50101-155-527	11/04/11 PHARMACY	5,347.26
			611-09-50101-155-527	11/04/11 MED CLAIMS	4,781.61
				..... CHECK TOTAL	164,940.70
110362	11/09	SCHREIBER ANDERSON ASSOC.	405-11-50811-219-000	GRADING & LOT DESIGN	3,146.00
110363	11/09	NATIONAL ASSOCIATION OF	709-09-50101-323-000	J POLTROCK RENEWAL	185.00
110364	11/09	BARNES DISTRIBUTION	110-02-52203-344-000	10/11 FD SUPPLIES/RE	345.88
110365	11/09	WASTE MGMT OF MILWAUKEE	110-03-53117-253-418	10/11-COMPACTOR RENT	633.71
110366	11/09	ORGANIZATION DEVELOPMENT	110-01-51303-216-000	2 ASSESSMENTS	2,216.60
110367	11/09	IKON OFFICE SOLUTIONS	110-01-51101-362-000	FAX MACHINE	194.34
110368	11/09	ALUMITANK INC	630-09-50101-393-000	ALUMINUM FUEL TANK	847.34
			630-09-50101-393-000	STRAPS	120.00
			630-09-50101-393-000	STRAP INSULATOR	15.00
				..... CHECK TOTAL	982.34
110369	11/09	TELSI REAL ESTATE SOLUTIONS	461-11-51001-581-000	PURCHASE 4628 37 AV	55,388.56
110370	11/09	KENOSHA UNIFIED SCHOOL DIST	206-00-13107-000-000	C CARVER 2/05/11	341.39
110371	11/09	WASTE MANAGEMENT	633-09-50101-253-000	11/11-LI WEEKLY PICK	82.61
			110-01-51801-246-000	11/11-MB PULL CHARGE	55.70
			110-05-55109-246-000	11/11-PA PAPER RECYC	39.00
			521-09-50101-219-000	11/11-AR PAPER RECYC	38.94
				..... CHECK TOTAL	216.25
110372	11/09	FORCE AMERICA	630-09-50101-393-000	10/11 SE PARTS/MATER	1,003.76
110373	11/09	MENARDS (KENOSHA)	110-03-53109-389-000	10/11-ST MERCHANDISE	66.67
			110-05-55109-357-000	10/11-PA MERCHANDISE	64.06
			110-02-52203-357-000	10/11-FD#3 MERCHANDI	27.93
			110-05-55109-357-000	10/11-PA MERCHANDISE	26.91
			110-01-51801-389-000	10/11-MB MERCHANDISE	25.30
			632-09-50101-389-000	10/11-CE MERCHANDISE	20.75
			110-05-55109-246-000	10/11-PA MERCHANDISE	20.57
			110-05-55109-246-000	10/11-PA MERCHANDISE	17.94
			110-03-53109-375-000	10/11-ST MERCHANDISE	17.29
				..... CHECK TOTAL	287.42

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110374	11/09	EWALD CHEVROLET/BUICK/GEO	422-11-51105-561-000	2012 IMPALA	17,707.50
			422-11-51105-561-000	2012 IMPALA	17,707.50
			422-11-51105-561-000	2012 IMPALA	17,707.50
			422-11-51105-561-000	2012 IMPALA	17,707.50
			422-11-51105-561-000	OPTIONAL EQUIPMENT	1,415.50
			422-11-51105-561-000	OPTIONAL EQUIPMENT	1,415.50
			422-11-51105-561-000	OPTIONAL EQUIPMENT	1,415.50
			422-11-51105-561-000	OPTIONAL EQUIPMENT	1,415.50
			422-11-51105-561-000	DESTINATION CHARGE	825.00
			422-11-51105-561-000	DESTINATION CHARGE	825.00
			422-11-51105-561-000	DESTINATION CHARGE	825.00
			422-11-51105-561-000	DESTINATION CHARGE	825.00
					..... CHECK TOTAL
110375	11/09	UKE'S HARLEY-DAVIDSON/BUELL	422-11-51104-565-000	FLT 3142 2011 MOTORC	16,950.00
			422-11-51104-565-000	FLT 3141 2011 MOTORC	16,950.00
			422-11-51104-565-000	FLT 3140 2011 MOTORC	16,950.00
				..... CHECK TOTAL	50,850.00
110376	11/09	SNAP-ON INDUSTRIAL	632-09-50101-361-000	10/11-SE TOOLS/REPAI	25.85
110377	11/09	HUMANA HEALTH CARE PLANS	206-00-13107-000-000	E MAYER 2/01/10	76.23
110378	11/09	CMRS/PITNEY BOWES	110-01-51306-312-000	11/11 REPLENISH	10,000.00
110379	11/09	STATE FARM INSURANCE	206-00-13107-000-000	M STURINO 1/21/11	40.00
110380	11/09	ERO-TEX	501-09-50105-344-000	FABRIC	620.00
			501-09-50105-344-000	FABRIC	620.00
			501-09-50105-344-000	FABRIC	405.00
				..... CHECK TOTAL	1,645.00
110381	11/09	AURORA MEDICAL GROUP	110-02-52103-219-000	8/01-9/15 SCREENS	1,070.00
			520-09-50101-216-000	8/01-9/15 SCREENS	468.00
			110-01-51303-216-000	8/01-9/15 SCREENS	324.00
				..... CHECK TOTAL	1,862.00
110382	11/09	HEALTH EQUITY	206-00-13107-000-000	A HAMILTON 1/26/11	179.77
110383	11/09	WHEATON FRANCISCAN HEALTH	206-00-13107-000-000	C CESARONE 10/7/10	412.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110384	11/09	LARSEN, LEWIS E	206-00-13107-000-000	TRANSPORT 5/28/11	78.80
110385	11/09	KENNEDY, BRENDAN D	110-00-46394-000-000	2 APPLIANCE STICKERS	30.00
110386	11/09	LAWLER, KURT	611-09-50101-155-525	ORTHO SERVICE	135.00
110387	11/09	KENOSHA RUNNING CLUB	611-09-50102-259-000	MAYORS TURKEY RUN	195.00
110388	11/09	FRIEDENS LUTHERAN SCHOOL	110-00-21905-000-000	ANDERSON '11 SOCCER	50.00
110389	11/09	ALI, MOHAMMED	206-00-13107-000-000	TRANSPORT 6/07/11	78.25
110390	11/09	SENTIERI, MARY	206-00-13107-000-000	TRANSPORT 5/15/11	117.41
110391	11/09	DANIELS, IRMGARD	206-00-13107-000-000	TRANSPORT 2/27/11	35.56
110392	11/09	LANE, FRANK	206-00-13107-000-000	TRANSPORT 2/11/11	82.54
110393	11/09	BODVEN, LU	206-00-13107-000-000	TRANSPORT 2/06/11	25.00
110394	11/09	PACETTI, JEANETTE	206-00-13107-000-000	TRANSPORT 1/22/11	201.59
110395	11/09	COLE, KENNETH	206-00-13107-000-000	TRANSPORT 1/01/11	50.00
110396	11/09	LOTT, CHARLES	206-00-13107-000-000	TRANSPORT 10/25/11	73.61
110397	11/09	KNUTH, JAMES	206-00-13107-000-000	TRANSPORT 12/5/10	470.00
110398	11/09	KETCHUM, MARY	206-00-13107-000-000	TRANSPORT 12/25/10	50.00
110399	11/09	KREWSON, SHARON	110-02-52601-261-000	10/11 207 MILES	114.89
110400	11/09	BLISE, PAULA	110-02-52601-261-000	10/11 720 MILES	399.60
110401	11/09	LEIPZIG, JR., CHARLES	110-09-56405-166-000	APPEAL/INTEREST	1,979.06
110402	11/09	BAUMANN, RICHARD H.	110-02-52601-261-000	10/11 397 MILES	220.33
110403	11/09	SWARTZ, MARTHA E.	110-02-52601-261-000	10/11 175 MILES	97.13

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110404	11/09	NOSALIK, JOSEPH	110-02-52109-367-000	2011 CLOTHING ALLOW	400.00
110405	11/09	HILLESLAND, RICHARD	110-02-52601-261-000	10/11 640 MILES	355.20
110406	11/09	MIKOLAS, KEVIN	110-02-52601-261-000	10/11 329 MILES	182.59
110407	11/09	CHIAPPETTA, LOUIS	110-02-52601-261-000	10/11 366 MILES	203.13
110408	11/09	DUMKE, JOHN E.	110-02-52601-261-000	10/11 334 MILES	185.00
110409	11/09	SANCHEZ, MARGARITO	110-02-52601-261-000	10/11 353 MILES	195.91
110410	11/11	A & B PRO HARDWARE	110-05-55109-246-000	10/11 PA SUPPLIES &	5.70
110411	11/11	RNOW, INC.	630-09-50101-393-000	10/11-SE PARTS/MATER	183.52
			630-09-50101-393-000	10/11-SE#2677 PARTS/	133.92
				..... CHECK TOTAL	317.44
110412	11/11	INTERSTATE ELECTRIC SUPPLY	110-02-52203-246-000	10/11-FD ELECTRICAL	177.06
			403-11-50904-589-000	10/11-EN ELECTRICAL	90.28
			110-03-53109-375-000	11/11-ST ELECTRICAL	71.77
			110-03-53109-375-000	10/11-ST ELECTRICAL	44.00
			110-03-53109-375-000	10/11-EN ELECTRICAL	40.10
			403-11-50904-589-000	10/11-EN ELECTRICAL	35.35
			521-09-50101-375-000	10/11-AR ELECTRICAL	35.20
			110-03-53103-246-000	11/11-ST ELECTRICAL	29.56
			110-03-53109-375-000	11/11-ST ELECTRICAL	15.45
			403-11-50904-589-000	10/11-EN ELECTRICAL	8.36
			110-03-53109-361-000	10/11-ST ELECTRICAL	7.99
			403-11-50904-589-000	10/11-EN ELECTRICAL	2.67
			403-11-50904-589-000	10/11-EN ELECTRICAL	2.20
				..... CHECK TOTAL	559.99
110413	11/11	JANTZ AUTO SALES INC	110-02-52103-219-000	10/11-#11-154986 TOW	25.00
110414	11/11	KENOSHA ANIMAL HOSPITAL	213-09-50101-381-000	10/11-CHICO VET SERV	147.81
110415	11/11	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	10/11 CE LABOR & MAT	173.18
110416	11/11	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	11/15/11 CITY SAL	44,810.32
			110-00-21562-000-000	11/15/11 WATER SAL	7,569.00
			110-00-21562-000-000	11/15/11 LIBRARY SAL	6,549.00
				..... CHECK TOTAL	58,928.32
110417	11/11	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	11/11/11 CITY HRLY	14,505.19
			110-00-21562-000-000	11/11/11 WATER HRLY	4,112.60
			110-00-21562-000-000	11/11/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	18,822.79

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110418	11/11	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	10/11 PRISONER MAINT	4,893.00
110419	11/11	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	11/15/11 CITY SAL	1,066.23
			110-00-21541-000-000	11/15/11 LIBRARY SAL	232.00
			110-00-21541-000-000	11/15/11 WATER SAL	100.00
				..... CHECK TOTAL	1,398.23
110420	11/11	LABOR PAPER, THE	110-01-50101-321-000	10/11 1ST/2ND ORDS	49.72
			110-01-50101-321-000	10/11 VACATE ALLEY L	31.80
				..... CHECK TOTAL	81.52
110421	11/11	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	10/28/11 W/C	13.35
110422	11/11	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	11/15/11 SAL DEDUCT	90,684.00
110423	11/11	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	9/13-10/12	207.76
110424	11/11	AMERICAN PLANNING ASSOC	110-01-51701-322-000	10/11-9/12 RENEWAL	595.00
110425	11/11	LORENZ TOPSOIL	501-09-50105-353-000	10/11 TOPSOIL	55.00
110426	11/11	WE ENERGIES	110-01-51801-221-000	#43 09/27-10/26	5,549.39
			520-09-50301-221-000	#43 09/28-10/26	3,664.35
			521-09-50101-221-000	#43 09/27-10/27	3,263.60
			520-09-50401-221-000	#43 09/23-10/24	2,185.22
			110-03-53109-221-000	#43 09/27-10/26	982.15
			110-02-52203-221-000	#43 09/28-10/27	813.22
			110-05-55109-221-000	#43 09/27-10/24	805.02
			110-01-51802-221-000	#43 912 35TH ST	802.61
			520-09-50301-222-000	#43 09/27-10/26	777.19
			110-03-53103-221-000	#43 09/26-10/24	765.11
			110-03-53109-221-000	#43 09/28-10/27	759.90
			110-03-53109-221-000	#43 09/26-10/24	757.25
			110-03-53109-221-000	#43 09/29-10/30	725.46
			110-01-51801-222-000	#43 09/26-10/25	654.19
			633-09-50101-222-000	#43 09/25-10/24	624.27
			110-03-53109-221-000	#43 09/26-10/25	613.04
			110-02-52203-221-000	#43 09/25-10/24	600.17
			110-02-52203-221-000	#43 09/25-10/24	468.84
			110-03-53103-222-000	#43 09/26-10/24	457.46
			110-03-53109-221-000	#43 09/01-10/04	425.65
			110-03-53103-222-000	#43 09/25-10/24	386.04
			110-02-52203-222-000	#43 09/22-10/23	329.34
			110-01-51802-221-000	#43 1715 52ND ST	300.82
			110-03-53116-222-000	#43 09/26-10/25	288.90
			110-03-53109-221-000	#43 09/25-10/24	257.09
			521-09-50101-222-000	#43 09/28-10/27	238.56
			110-05-55111-221-000	#43 09/29-10/25	231.47
			110-02-52110-221-000	#43 09/26-10/25	213.32

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			632-09-50101-222-000	#43 09/25-10/24	188.87
			110-02-52203-222-000	#43 09/26-10/25	172.10
			110-05-55109-222-000	#43 09/27-10/26	143.19
			110-02-52203-222-000	#43 09/28-10/27	129.31
			110-05-55111-221-000	#43 09/27-10/26	91.26
			110-02-52203-222-000	#43 09/25-10/24	76.11
			110-01-51802-221-000	#43 2210 52ND ST	69.05
			110-03-53103-221-000	#43 09/25-10/24	62.83
			110-05-55109-221-000	#43 09/29-10/30	58.55
			110-05-55109-221-000	#43 09/26-10/25	31.69
			520-09-50401-222-000	#43 09/22-10/23	30.40
			110-02-52110-222-000	#43 09/26-10/25	28.92
			110-01-51802-222-000	#43 1712 52ND ST	24.65
			110-03-53103-221-000	#43 09/26-10/25	18.13
			110-05-55102-221-000	#43 09/28-10/26	14.20
			110-02-52103-222-000	#43 09/29-10/30	8.99
			110-05-55111-222-000	#43 09/28-10/27	8.41
			110-05-55111-222-000	#43 09/26-10/25	8.41
			110-05-55109-222-000	#43 09/27-10/26	8.41
			110-05-55109-221-000	#43 09/27-10/26	7.90
			521-09-50101-221-000	#43 09/28-10/27	7.63
				..... CHECK TOTAL	29,128.64
110427	11/11	STATE OF WISCONSIN	110-00-21901-999-000	9/11 COURT COSTS	22,316.48
			110-00-21911-999-000	9/11 COURT COSTS	16,332.06
			110-00-45104-999-000	9/11 COURT COSTS	11,712.77
				..... CHECK TOTAL	50,361.31
110428	11/11	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	11/15/11 DEDUCTION	204.38
110429	11/11	UNITED STATES TREASURY	110-00-21581-000-000	11/11/11 DEDUCTION	157.28
			110-00-21581-000-000	11/11/11 DEDUCTION	100.00
				..... CHECK TOTAL	257.28
110430	11/11	FIRE & POLICE SELECTION	110-01-51303-219-000	FIREFIGHTER TESTING	3,503.65
110431	11/11	REINDERS INC.	110-05-55109-344-000	10/11 PA PARTS AND S	226.66
			110-05-55109-344-000	09/11 PA PARTS AND S	161.78
			110-05-55109-344-000	10/11 PA PARTS AND S	145.90
			110-05-55109-344-000	09/11 PA PARTS AND S	18.88
				..... CHECK TOTAL	553.22

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110432	11/11	FABCO EQUIPMENT, INC.	630-09-50101-393-000	10/11 SE PARTS & MAT	1,404.99
			630-09-50101-393-000	10/11 SE #2744 PARTS	50.07
				..... CHECK TOTAL	1,455.06
110433	11/11	CHASE BANK KENOSHA	110-00-21513-000-000	11/11/11 HRLY DEDCT	22,573.38
			110-00-21612-000-000	11/11/11 HRLY DEDCT	11,627.97
			110-00-21511-000-000	11/11/11 HRLY DEDCT	7,876.94
			110-00-21614-000-000	11/11/11 HRLY DEDCT	2,875.34
			110-00-21514-000-000	11/11/11 HRLY DEDCT	2,875.20
				..... CHECK TOTAL	47,828.83
110434	11/11	CHASE BANK KENOSHA	110-00-21513-000-000	11/15/11 SAL DEDUCT	207,373.43
			110-00-21612-000-000	11/15/11 SAL DEDUCT	75,001.51
			110-00-21511-000-000	11/15/11 SAL DEDUCT	50,809.12
			110-00-21514-000-000	11/15/11 SAL DEDUCT	22,446.19
			110-00-21614-000-000	11/15/11 SAL DEDUCT	22,444.73
				..... CHECK TOTAL	378,074.98
110435	11/11	OFFICEMAX	110-01-51101-311-000	10/11 FN #1962 OFFC	72.73
			110-01-51101-311-000	10/11 FN #1964 OFFC	44.90
			110-01-51101-311-000	10/11 FN #1962 OFFC	27.66
				..... CHECK TOTAL	145.29
110436	11/11	JOHNSON PAINTING	257-06-50448-259-000	#5346895 REHAB	1,300.00
110437	11/11	STATE EMPLOYMENT RELATIONS	110-01-51303-219-000	ENTRY LVL LAW ENFRC	5,937.00
			110-01-51303-326-000	DIR PW SERVICES	135.00
				..... CHECK TOTAL	6,072.00
110438	11/11	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	11/15/11 SAL DEDUCT	724.00
110439	11/11	ART WORKS	761-09-50101-311-000	SOUTHPORT PRESS PROJ	2,213.19
110440	11/11	MISNER, RAYMOND	110-01-50101-265-000	11/11 REIMBURSE	130.00
110441	11/11	AECOM TECHNICAL SERVICES INC	420-11-50904-219-000	10/11 GRANT PREP	1,903.06
			493-11-50105-219-000	10/11 PHASE II ESA	1,417.97
			494-11-50201-219-000	7/2-29 PROF SERV	1,196.76
			495-11-50102-219-000	10/11 PHASE II ESA	423.55
			494-11-50201-219-000	7/2-29 PROF SERV	232.98
			494-11-50205-219-000	7/2-29 PROF SERV	5.92
				..... CHECK TOTAL	5,180.24

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110442	11/11	WISCONSIN ELECTRIC POWER CO	110-00-21581-000-000	11/15/11 DEDUCTION	204.38
110443	11/11	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	10/11 TIRE RECYCLING	1,873.49
110444	11/11	NUDO, ANTHONY	110-01-50101-265-000	11/11 REIMBURSE	130.00
110445	11/11	INVESTORS PROPERTY SERVICES	254-06-50497-259-000	#5346897 REHAB	2,100.00
110446	11/11	HUMANA CLAIMS	611-09-50101-155-527	11/09/11 MED CLAIMS	90,567.52
			611-09-50101-155-527	11/10/11 PHARMACY	17,364.99
			611-09-50101-155-527	11/10/11 MED CLAIMS	2,971.66
			611-09-50101-155-527	11/09/11 PHARMACY	2,098.37
			611-09-50101-155-527	11/08/11 PHARMACY	2,044.53
			611-09-50101-155-527	11/08/11 MED CLAIMS	108.34
				..... CHECK TOTAL	115,155.41
110447	11/11	PAUL CONWAY SHIELDS	110-02-52206-367-000	TURNOUT JACKET	17,559.57
			110-02-52206-367-000	TURNOUT PANTS	13,545.42
			110-02-52206-367-000	LETTERING	432.48
				..... CHECK TOTAL	31,537.47
110448	11/11	MILL COATINGS, INC	420-11-51108-589-000	EST 2-OVERPASS PROJ	57,525.00
110449	11/11	AUTO ZONE INC.	630-09-50101-393-000	06/11 SE PARTS/SUPPL	112.99
			630-09-50101-393-000	09/11 SE #2157 PARTS	87.99
			630-09-50101-393-000	08/11 SE CREDIT	25.00CR
				..... CHECK TOTAL	175.98
110450	11/11	WASTE MANAGEMENT OF WI	110-03-53117-253-416	10/11 1109.81 TONS	24,415.82
			110-03-53117-253-416	10/11 WDNR TONNAGE	14,427.53
			501-09-50104-253-000	10/11 168.26 TONS	3,827.78
			110-03-53117-253-417	10/11 135.02 TONS	2,970.44
			110-03-53117-253-417	10/11 16 COMPT PULLS	2,528.00
			501-09-50104-253-000	10/11 WDNR TONNAGE	2,187.38
			110-03-53117-253-417	10/11 WDNR TONNAGE	1,755.26
			110-03-53117-253-416	10/11 FUEL SURCHARGE	1,710.57
			110-03-53117-253-417	10/11 FUEL SURCHARGE	386.73
			110-03-53117-253-416	10/11 ENVIRO SURCHG	312.00
			501-09-50104-253-000	10/11 FUEL SURCHARGE	284.10
			501-09-50104-253-000	10/11 ENVIRO SURCHG	258.00
			110-03-53117-253-417	10/11 ENVIRO SURCHG	96.00
			501-09-50104-253-000	10/11 ENVIRO SURCHG	12.00
				..... CHECK TOTAL	55,171.61

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110451	11/11	L & S ELECTRIC INC.	520-09-50401-344-000	REBUILD MOTOR	4,814.00
110452	11/11	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	11/11/11 DEDUCTION	34.91
110453	11/11	HOMETOWN INC.	520-09-50106-341-000	10/11-PUMP CHARGE	35.00
			520-09-50106-341-000	10/11-PUMP CHARGE	35.00
				..... CHECK TOTAL	70.00
110454	11/11	REGISTER OF DEEDS	110-09-56501-259-000	ORDER TO RAZE	30.00
110455	11/11	BOGDALA, DAVID	110-01-50101-265-000	11/11 REIMBURSE	130.00
110456	11/11	GREEN, LAWRENCE	110-01-50101-265-000	11/11 REIMBURSE	130.00
110457	11/11	HAUGAARD, ERIC	110-01-50101-265-000	11/11 REIMBURSE	130.00
110458	11/11	JULIANA, PATRICK	110-01-50101-265-000	11/11 REIMBURSE	88.00
110459	11/11	KENNEDY, ANTHONY	110-01-50101-265-000	11/11 REIMBURSE	130.00
110460	11/11	LAMACCHIA, ROCCO	110-01-50101-265-000	11/11 REIMBURSE	130.00
110461	11/11	MICHALSKI, JAN	110-01-50101-265-000	11/11 REIMBURSE	88.00
110462	11/11	OHNSTAD, TOD	110-01-50101-265-000	11/11 REIMBURSE	130.00
110463	11/11	ORTH, MICHAEL	110-01-50101-265-000	11/11 REIMBURSE	130.00
110464	11/11	PROZANSKI, DANIEL	110-01-50101-265-000	11/11 REIMBURSE	130.00
110465	11/11	RUFFALO, THEODORE	110-01-50101-265-000	11/11 REIMBURSE	130.00
110466	11/11	RUFFOLO, G JOHN	110-01-50101-265-000	11/11 REIMBURSE	130.00
110467	11/11	ACME OFFICE EQUIPMENT	110-01-51102-232-000	10/11 DP PRINTER REP	158.30
110468	11/11	NYS CHILD SUPPORT PROC CNTR	110-00-21581-000-000	11/15/11 DEDUCTION	83.00
110469	11/11	PELION BENEFITS, INC.	110-00-21517-000-000	11/01-15/11 DEDUCTS	2,000.55

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110470	11/11	INTERNATIONAL PERSONNEL	110-01-51303-219-000	POLICE PROMO EXAMS	3,151.04
110471	11/11	EDUCATIONAL CREDIT MGMT CORP	110-00-21581-000-000	11/11/11 DEDUCTION	19.47
110472	11/11	DEPT WORKFORCE DEVELOPMENT	110-00-21581-000-000	11/11/11 DEDUCTION	97.35
110473	11/11	LAKESIDE CLEANERS	110-02-52103-259-000	09/11 DRY CLEANING	13.70
110474	11/11	CHAPTER 13 TRUSTEE	110-00-21581-000-000	11/15/11 DEDUCTION	419.00
			110-00-21581-000-000	11/15/11 DEDUCTION	283.00
				..... CHECK TOTAL	702.00
110475	11/11	ULINE	501-09-50105-344-000	STORM WATER SUPPLIES	3,783.25
			110-02-52601-311-000	DOORKNOB BAGS	141.84
				..... CHECK TOTAL	3,925.09
110476	11/11	SYMBOL ARTS, LLC	110-02-52103-367-000	10/11-PD BADGES/ACCE	235.00
110477	11/11	WIS SCTF	110-00-21581-000-000	11/15/11 SAL DEDUCT	8,750.35
110478	11/11	WIS SCTF	110-00-21581-000-000	11/11/11 HRLY DEDCT	850.46
110479	11/11	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	11/15/11 DEDUCTION	278.00
110480	11/11	KENOSHA COUNTY TREASURER	110-00-21910-999-000	09/11 FEES COLLECTED	12,060.35
			110-00-21901-999-000	09/11 FEES COLLECTED	2,781.29
			110-00-21910-999-000	09/11 FEES COLLECTED	300.00
				..... CHECK TOTAL	15,141.64
110481	11/11	TIME WARNER CABLE	524-05-50101-219-000	11/11-GO CABLE SERVI	19.79
110482	11/11	BUSCHE, JUDY LLC	110-01-50301-219-000	10/11 PROCESS SERVC	455.00
			110-01-50101-219-000	10/11 PROCESS SERVC	132.00
				..... CHECK TOTAL	587.00
110483	11/11	CLAWZ AND PAWZ ANIMAL RESC	110-04-54102-254-000	10/11 339 CAPT/DSPL	13,372.00
			110-04-54102-254-000	11/11 MONTHLY FEE	3,500.00
				..... CHECK TOTAL	16,872.00
110484	11/11	PROCESSWORKS INC.	110-00-21578-000-000	11/08/11 CHECK REG	4,105.43

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110485	11/11	RIMKUS, JASON	761-09-50101-111-000	11/01-15/11 SERVICES	1,840.80
			761-00-21514-000-000	11/01-15/11 SERVICES	26.69CR
			761-00-21511-000-000	11/01-15/11 SERVICES	77.31CR
			761-00-21599-000-000	11/01-15/11 SERVICES	92.04CR
			761-00-21599-000-000	11/01-15/11 SERVICES	102.40CR
			761-00-21513-000-000	11/01-15/11 SERVICES	216.00CR
			..... CHECK TOTAL		1,326.36
110486	11/11	PIRO, RALPH	761-09-50101-111-000	11/01-15/11 SERVICES	872.31
			761-00-21514-000-000	11/01-15/11 SERVICES	12.65CR
			761-00-21599-000-000	11/01-15/11 SERVICES	25.00CR
			761-00-21511-000-000	11/01-15/11 SERVICES	36.64CR
			761-00-21512-000-000	11/01-15/11 SERVICES	37.30CR
			761-00-21513-000-000	11/01-15/11 SERVICES	74.00CR
			..... CHECK TOTAL		686.72
110487	11/11	AIRGAS NORTH CENTRAL	206-02-52205-389-000	10/11 FD #4 OXYGEN C	67.95
			206-02-52205-389-000	10/11 FD #5 OXYGEN C	53.22
			206-02-52205-389-000	10/11 FD #7 OXYGEN C	37.17
			..... CHECK TOTAL		158.34
110488	11/11	HAWKS, QUINDEL, EHLKE & PERRY	110-09-56405-212-000	11/3/11 W/C	494.84
110489	11/11	ABSOLUTE CONSTRUCTION INC.	415-11-51104-583-000	ROOM EXPANSION	1,029.65
110490	11/11	KUPFER LAW OFFICES	110-01-52001-219-000	SUB JUDGE-10/11	300.00
110491	11/11	JOHNSON CONTROLS, INC.	401-11-51002-589-000	ST LIGHT RETROFIT	115,670.00
110492	11/11	FROEDTERT MEMORIAL HOSPITAL	110-09-56405-161-000	9/26/11 W/C	306.72
110493	11/11	OCCUCARE SYSTEMS & SOLUTIONS	110-09-56405-161-000	10/5/11 W/C	510.07
			110-09-56405-161-000	10/4/11 W/C	510.07
			..... CHECK TOTAL		1,020.14
110494	11/11	MEDICAL COLLEGE OF WISCONSIN	110-09-56405-161-000	9/26/11 W/C	47.50
110495	11/11	MIDWEST PHYS ANES SRVCS	110-09-56405-161-000	11/3/11 W/C	180.57
110496	11/11	IOD INCORPORATED	110-09-56405-161-000	10/31/11 W/C	21.82
			110-09-56405-161-000	11/2/11 W/C	8.14
			..... CHECK TOTAL		29.96

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110497	11/11	AURORA HEALTH CARE	110-09-56405-161-000	9/2/11 W/C	11,294.80
110498	11/11	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	9/29-10/6/11 W/C	597.82
			110-09-56405-161-000	10/6-10/7/11 W/C	548.36
			110-09-56405-161-000	10/8/11 W/C	386.65
			110-09-56405-161-000	10/7/11 W/C	34.18
				..... CHECK TOTAL	1,567.01
110499	11/11	HEALTH SYSTEMS INTERNATIONAL	110-09-56405-161-000	10/1-11/1/11 W/C	3,181.95
110500	11/11	MEDICAL DIAGNOSTIC IMAGING	110-09-56405-161-000	10/4/11 W/C	629.30
110501	11/11	D.C. BURBACH	401-11-51101-585-000	EST 1-CONCRETE REPR	98,760.00
110502	11/11	NATHANIELS REHAB & REMODEL	254-06-50491-259-000	#5346892 REHAB	1,900.00
110503	11/11	KUHNLEY, ELIZABETH	110-00-21905-000-000	BEACH HOUSE-11/5/11	100.00
110504	11/11	KORMAN, BEN	110-09-56404-719-000	9/7/11 TIRE DAMAGE	80.68
110505	11/11	OLSEN, JEANNE	110-00-21905-000-000	BEACH HOUSE-11/4/11	100.00
110506	11/11	DISHNO, STEPHANIE	110-00-21905-000-000	BEACH HOUSE-11/6/11	100.00
110507	11/11	MISKINIS, DANIEL G.	110-02-52102-367-000	2011 CLOTHING ALLOW	400.00
110508	11/11	RUFFALO, SANDRA	611-09-50101-155-000	50% WEIGHT WATCHERS	78.00
110509	11/11	BECKSTROM, ELIZABETH	611-09-50101-155-000	50% WEIGHT WATCHERS	78.00
110510	11/11	COOPER, DANIEL	110-02-52103-263-000	10/21/11-WASH CO	8.00
110511	11/11	PETERSON, JULIE	110-09-56405-166-000	10/23-11/05 PENALTY	244.50
110512	11/11	CLOUTHIER, SUE	611-09-50101-155-000	50% WEIGHT WATCHERS	78.00
110513	11/11	BRUNKE, SUE	611-09-50101-155-000	50% WEIGHT WATCHERS	78.00
110514	11/11	ADE, KEN	611-09-50101-155-000	50% WEIGHT WATCHERS	78.00

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110515	11/11	DUBA, KATHY	611-09-50101-155-000	50% WEIGHT WATCHERS	78.00
110516	11/11	TYSON, LYNELL	611-09-50101-155-000	50% WEIGHT WATCHERS	78.00
110517	11/11	KESSINGER, NANCY	611-09-50101-155-000	50% WEIGHT WATCHERS	78.00
110518	11/11	GIERL, KAY	611-09-50101-155-000	50% WEIGHT WATCHERS	78.00
110519	11/11	SCHLATER, CHRIS	611-09-50101-155-000	50% WEIGHT WATCHERS	78.00
110520	11/11	MACKENZIE, NANCY	611-09-50101-155-000	50% WEIGHT WATCHERS	78.00
110521	11/11	POLOVINA, MARK	110-09-56405-161-000	10/28/11 RX REIMB.	74.11
			110-09-56405-161-000	10/24/11 MILEAGE	44.42
				..... CHECK TOTAL	118.53

GRAND TOTAL FOR PERIOD \*\*\*\*\* 4,281,979.92

**MEMORANDUM**

**TO:** Mr. Jeffrey Labahn, AICP  
Director of City Development

Frank Pacetti  
City Administrator

**FROM:** Richard H. Rodenbeck, Director of Business Finance  
Kenosha Area Business Alliance, Inc.

*RRH*  
*10/18/11*

**DATE:** October 18, 2011

**SUBJECT:** 2011 3<sup>rd</sup> Quarter Loan Reports

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In accordance with the terms in KABA's current City/Federal assisted project contracts, we are pleased to provide you with the quarterly reports for the period ending September 30, 2011. The enclosed reports are for the following projects:

1. City RLF Loan Fund
2. UDAG Loan Fund

These reports have also been submitted to the City Finance Committee and all City Council Members. It is our understanding the reports will be reviewed and considered at the Finance Committee's Meeting on Monday, November 7, 2011 at 5:30pm.

Should you have any questions regarding the attached or desire additional information, please call me at your convenience.

Enclosures

cc: City Finance Director  
Council Members

**Kenosha Area Business Alliance, Inc. and Its Subsidiary  
 Summary of Scheduled Maturity Dates  
 For the Period Ending September 30, 2011**

<u>CITY Revolving Loan Fund</u>	<u>Geographic Location</u>	<u>Business Type</u>	<u>Industry</u>	<u># of Employees</u>	<u>Principal Balance</u>	<u>Scheduled Maturity Date</u>
Bradshaw Medical, Inc.	BPOK	Manufacturer	Medical Instruments	113	\$ 194,513.17	01/01/17
Madson Investments, LLC	BPOK	Manufacturer	Reflective Lighting	34	\$ 443,258.36	10/01/28
Bradshaw Medical, Inc.	BPOK	Manufacturer	Medical Instruments	See Above	\$ 151,194.76	10/01/18
Centralestate, Inc.	BPOK	Manufacturer	Centrifuges	73	\$ 301,457.04	05/01/25
<b>Total</b>					<b>\$ 1,090,423.33</b>	

<u>UDAG Revolving Loan Fund</u>	<u>Geographic Location</u>	<u>Business Type</u>	<u>Industry</u>	<u># of Employees</u>	<u>Principal Balance</u>	<u>Scheduled Maturity Date</u>
Monarch Plastics, Inc.	1205 65th Street	Manufacturer	Plastic Extrusion	91	\$ 625,190.19	08/01/22
Garetto Real Estate, LLC	1020 35th Street	Medical Services	Healthcare	25	\$ 432,180.89	01/01/28
Kenosha National, LLC	625 57th Street	Real Estate	Various	17	\$ 183,978.53	11/01/20
Xten Industries LLC	9600 55th Street	Manufacturer	Plastic Molding	87	\$ 238,875.80	03/01/21
Bradshaw Medical, Inc.	BPOK	Manufacturer	Medical Instruments	See Above	\$ 600,000.00	TBD
<b>Total</b>					<b>\$ 2,080,225.41</b>	

**KENOSHA AREA BUSINESS ALLIANCE  
City Revolving Loan Fund  
Quarterly Status Report**

Period July 1, 2011 through September 30, 2011

Bank Account Balance as of 7/1/11:	\$ 1,193,019.31
Plus Loan Principal & Interest Received:	\$ 30,995.82
Plus Bank Interest Income:	\$ 635.47
Plus CD Proceeds (Incl. Interest):	\$ -
Plus Loan & Service Income:	\$ 250.00
Less Loan Disbursements:	\$ -
Less CD Purchases:	\$ -
Less Bank/Loan/Service/Legal Expenses:	\$ -
Less Administrative Allocation for 2011:	\$ -
Balance in Bank Account as of 7/31/11:	<u>\$ 1,224,900.60</u>
Balance of CDs as of 7/31/11:	\$ -
Less Outstanding Commitments as of 7/31/11:	\$ (300,000.00)
Less Approved Loans (Commitments Pending):	<u>\$ -</u>
Balance Available for Loans:	<u><u>\$ 924,900.60</u></u>

Narrative: There were no loans in arrears as of September 30, 2011. See attached summary for all active loans in this account as of September 30, 2011.

**KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY**  
**LOAN FUNDS ANALYSIS SCHEDULE**  
For the Nine Months Ended September 30, 2011

	Original Principal Balance	Principal Balance at 1/1/2011	Current Year Borrowings	Principal Receipts YTD 9/30/2011	Interest Receipts YTD 9/30/2011	Principal Balance 9/30/2011
<b>City Revolving Loan Fund (CITY/RLF)</b>						
Bradshaw Medical, Inc.	300,000.00	215,124.17		20,611.00	8,885.33	194,513.17
Madson Investments, LLC	500,000.00	457,994.86		14,736.50	10,158.13	443,258.36
Bradshaw Medical, Inc.	202,715.76	164,840.69		13,645.93	4,764.29	151,194.76
Centrealstate, Inc.	325,000.00	314,694.50		13,237.46	6,948.82	301,457.04
<b>Total</b>	<b>1,327,715.76</b>	<b>1,152,654.22</b>	<b>0.00</b>	<b>62,230.89</b>	<b>30,756.57</b>	<b>1,090,423.33</b>

Common Council Agenda Item L2

**KENOSHA AREA BUSINESS ALLIANCE  
Urban Development Action Grant Loan Fund  
Quarterly Status Report**

Period July 1, 2011 through September 30, 2011

Bank Account Balance as of 7/1/11:	\$ 728,924.94
Plus Loan Principal & Interest Received:	\$ 45,212.69
Plus Bank Interest Income:	\$ 257.48
Plus CD Proceeds (Incl. Interest):	\$ -
Plus Loan & Service Income:	\$ 11,580.00
Less Loan Disbursements:	\$ 175,000.00
Less CD Purchases:	\$ -
Less Bank/Loan/Service/Legal Expenses:	\$ 488.00
Less Administrative Allocation for 2011:	\$ -
Balance In Bank Account as of 7/31/11:	<u>\$ 610,487.11</u>
Balance of CDs as of 7/31/11:	\$ -
Less Outstanding Commitments as of 7/31/11:	\$ (500,000.00)
Less Approved Loans (Commitments Pending):	<u>\$ -</u>
Balance Available for Loans:	<u><u>\$ 110,487.11</u></u>

Narrative: There were no loans in arrears as of September 30, 2011. See attached summary for all active loans in this account as of September 30, 2011.

**KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY**  
**LOAN FUNDS ANALYSIS SCHEDULE**  
For the Nine Months Ended September 30, 2011

	Original Principal Balance	Principal Balance at 1/1/2011	Current Year Borrowings	Principal Receipts YTD 9/30/2011	Interest Receipts YTD 9/30/2011	Principal Balance 9/30/2011
<b>Urban Development Action Grant Revolving Loan Fund (UDAG)</b>						
Monarch Plastics, Inc.	800,000.00	658,949.89		33,759.70	19,320.86	625,190.19
Garetto Real Estate, LLC	500,000.00	444,788.45		12,607.56	16,470.90	432,180.89
Kenosha National, LLC	197,500.00	195,631.02		11,652.49	7,143.29	183,978.53
Xten Industries LLC	250,000.00	0.00	250,000.00	11,124.20	3,839.80	238,875.80
Bradshaw Medical, Inc.	600,000.00	0.00	600,000.00	0.00	4,079.09	600,000.00
<b>Total</b>	<b>2,347,500.00</b>	<b>1,299,369.36</b>	<b>850,000.00</b>	<b>69,143.95</b>	<b>50,853.94</b>	<b>2,080,225.41</b>

Common Council Agenda Item L2

KABA/County Service Contract Program  
July 1, 2011 through September 30, 2011

**KABA**

KABA continues to make progress toward implementation of the Kenosha First Economic Development Strategic Plan which was completed and adopted by KABA's Board in September 2009.

A major initiative outlined in the plan is a continued focus on serving existing business and providing support for investment, expansion, and consolidation projects. As part of KABA's outreach to existing business/employers, site visits and meetings were held with the following entities: American Laser Mark, Asyst Technologies, Badgerland Products, Bradshaw Medical, C.H. Robinson Worldwide, Coleman Cable, Expedited Freight Systems, Fair Oaks Farms, Gerdau, Gordon Food Service, Horizon Milling, JHT Holdings, Jelly Belly Candy Company, Kenosha National, North American Salt, Ocean Spray Cranberries, Paddock Lake Heights, Rust-Oleum, Therm-Cast, Wilmot Woodworks, Volkswagen Group of America and Yamaha Motor Corporation.

KABA now utilizes an economic development software/database specifically designed to support business retention and expansion (BRE) efforts called SYNCHRONIST. As the database is further populated by BRE visits, KABA will improve its ability to generate customized reports which share insight regarding how existing companies are performing, contributing to the area's economy, and what plans they have for growth.

Downtown revitalization is another strategic priority. KABA recently completed renovations of a vacant 14,000 SF commercial building at 5500- 6<sup>th</sup> Avenue. Jockey and KABA now occupy the building. Other initiatives focused on downtown development are in the works, including the creation of a new/updated downtown master plan. A steering committee has been formed and a request for proposals from qualified consultants to assist with the development of this plan has been initiated.

Other notable initiatives with respect to strategic plan implementation include: (1) The continued successful operation of a CEO Roundtable to serve growth oriented advanced manufacturing firms in the Kenosha area; (2) The creation of a new leadership development program to help area companies better development their next generation of leaders; and (3) the launch of a new marketing campaign to promote Kenosha and its advantages as a place to invest, live, work and recreate.

Additionally, KABA remains committed to delivering a wide variety of corporate training and education programs for area businesses. KABA also provides customized training for businesses on an as-needed basis in a variety of areas including team building, time management, effective communications, managing diversity and many others.

**Loan Activity**

On August 31, 2011 KABA's Finance Committee approved a \$82,500 loan package for Rustic Ventures, LLC. KABA's funds will be used for equipment and leasehold improvements for a nano-brewery and tasting room to be located in downtown Kenosha. The company will operate under the name Rustic Road Brewing Company and offer a limited selection of beers brewed in the old Wisconsin artisan style.