

**AGENDA**  
**FINANCE COMMITTEE MEETING**  
**Kenosha Municipal Building - Room 204**  
**Monday, December 5, 2011**  
**5:30 PM**

**Chairman: David F. Bogdala**  
**Aldersperson: Katherine Marks**  
**Aldersperson: Tod Ohnstad**

**Vice Chair: Daniel L. Prozanski, Jr.**  
**Aldersperson: Eric J. Haugaard**  
**Aldersperson: Theodore Ruffalo**

**Call to Order**

**Roll Call**

Approval of the minutes of the meetings held November 11, 16 and 17, 2011.

1. KABA 3rd Quarter Loan Report. **PAGES 1-7**
2. Proposed Ordinance by Aldersperson 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 Recommendation Pending). **PAGES 8-11**
3. Proposed Resolution 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) **PAGES 12-19**
4. Proposed Resolution to Rescind a Special Assessment in the Amount of \$280.00 Against the Property at 6814 39th Avenue (Parcel #02-122-02-409-037) per Request from Bob Munroe (*Amends Resolution #123-11*) (District #15) **PAGES 20-28**
5. Proposed Resolution 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. **PAGES 29-33**
6. Proposed Resolution to adopt a Resolution Awarding the Sale of \$13,280,000 General Obligation Refunding Bonds, Series 2011. **PAGES 34-47**
7. Proposed Resolution to adopt a Resolution Awarding the Sale of \$800,000 General Obligation Promissory Notes, Series 2012a. **PAGES 48-61**
8. Proposed Resolution to adopt a Resolution Awarding the Sale of \$2,900,000 Taxable General Obligation Promissory Notes, Series 2012a. **PAGES 62-74**
9. Consider the Proposed Snow Removal Services Agreement by and between the City of Kenosha (*Through its Department of Public Works*) and J. Malsack/Crown Services, LLC (PW – Recommendation Pending) **PAGES 75-80**
10. Consider the Proposed Snow Removal Services Agreement by and between the City of Kenosha (*Through its Department of City Development*) and J. Malsack/Crown Services, LLC (CP –Recommendation Pending) **PAGES 81-88**
11. Consider the Proposed Snow Removal Services Agreement by and between the City of Kenosha (*Through Kenosha Area Transit*) and Mohr's Construction, Inc. (Transit – Recommendation Pending) **PAGES 89-95**
12. Approve Disbursement Record #21 in the amount of \$5,554,108.33. **PAGES 96-128**
13. Consider the Proposed Settlement Agreement regarding Daniel Palmer's Workers Compensation Claim. **CLOSED SESSION: The Finance Committee 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. AT MEETING**

**CITIZENS COMMENTS/ALDERMEN COMMENTS/OTHER BUSINESS AS AUTHORIZED BY LAW**

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

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSTITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

**Finance Committee  
Minutes of Special Meeting  
Wednesday, November 11, 2011\***

A special meeting of the Finance Committee held on Wednesday, November 11, 2011 in Room 204 at the Kenosha Municipal Building was called to order at 4:50 pm by Chairman Bogdala.

At roll call, the following members were present: Alderpersons Ohnstad, Prozanski and Ruffalo. Alderpersons Marks and Haugaard were excused. Staff present were: Mayor Keith Bosman; Frank Pacetti, City Administrator; Carol Stancato, Director of Finance; Edward Antaramian, City Attorney; Attorney Remzy Bitar; Gene Schultz, of Piper Jaffray; and Alderpersons Rocco LaMacchia and Steve Bostrom.

- 1. Consider the Proposed Settlement and Release of Litigation Regarding Bear Development, LLC, v. City of Kenosha et al., 10CV1141 (United States District Court for the Eastern District of Wisconsin).  
It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad, to send with no recommendation. Motion carried unanimously.**

**There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 4:51 pm.**

\*NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Monday, December 5, 2011.

**Finance Committee  
Minutes of Meeting Held November 16, 2011**

A meeting of the Finance Committee held on Wednesday, November 16, 2011 in Room 202 at the Kenosha Municipal Building was called to order at 5:06 pm by Chairman Bogdala.

At roll call the following members were present: Vice Chairman Prozanski, Alderpersons , Haugaard, Ohnstad, and Ruffalo. Alderperson Marks was excused. Staff present: Mayor Bosman, City Administrator Frank Pacetti, Finance Director Carol Stancato, Department Heads and staff members.

Public Hearing:

Nasser Museitif – 6021 33<sup>rd</sup> Avenue spoke against the high deductible health insurance plan for 2012 and in favor of keeping the Nurse Practitioner.

Mary Durkee – 8510 3<sup>rd</sup> Avenue also spoke against the high deductible health insurance plan and in favor of keeping the Nurse Practitioner.

Public Hearing Closed.

Agenda was taken out of order with item number 2 being taken up first.

2. 2012 Executive Budget Review for all Budgets.

**Chairman Bogdala passed the gavel, and moved to amend the 2012 Executive budget per a handout provided by the Chairman. The motion was seconded by Alderperson Ruffalo. Motion failed 2-3 with Alderpersons Haugaard, Prozanski, and Ohnstad voting nay.**

**It was then moved by Alderperson Ruffalo, seconded by Chairman Bogdala to send the 2012 Executive budget to the Committee of the Whole with no recommendation from Finance Committee. Motion failed 2-3 with Alderpersons Haugaard, Prozanski, and Ohnstad voting nay.**

**It was moved by Alderperson Prozanski, seconded by Alderperson Ohnstad to recommend to approve the 2012 Kenosha Lakeshore Business Improvement District Operating Plan and Budget as presented. Motion carried unanimously.**

**It was moved by Alderperson Prozanski, seconded by Alderperson Haugaard to amend the 2012 Transit budget to add four routes on Saturday and reduce the number of routes on Route 6 for a net change of zero. Motion passed unanimously.**

**It was moved by Alderperson Ohnstad, seconded by Alderperson Haugaard to recommend to approve the 2012 Municipal Court budget as presented. Motion carried unanimously.**

**It was moved by Alderperson Ohnstad, seconded by Alderperson Prozanski to remove \$1,700 from the 2012 Council budget for clothing & uniform replacement. Motion passed 4-1, with Alderperson Ruffalo voting nay.**

**It was moved by Alderperson Ohnstad, seconded by Alderperson Prozanski to recommend to**

**approve the 2012 Clerk/Treasurer, Assessing, Board of Review, Mail, Elections and Council budgets as amended. Motion carried unanimously.**

**It was moved by Alderperson Haugeard, seconded by Alderperson Ohnstad to amend the 2012 Police budget as recommended by the Public Safety & Welfare Committee by adding one position of Parking Enforcement Aide and removing one position of Community Service Officer for a net increase of \$17,354. Motion passed 4-1, with Chairman Bogdala voting nay.**

**It was moved by Alderperson Ohnstad, seconded by Alderperson Haugeard to amend the 2012 Police budget as recommended by the Public Safety & Welfare Committee by adding three positions of Police Officers with a September 1, 2012 start date for a net increase of \$75,025. Motion passed 3-2, with Chairman Bogdala and Alderperson Ruffalo voting nay.**

**It was moved by Alderperson Ohnstad, seconded by Alderperson Haugeard to amend the 2012 Police budget as recommended by the Public Safety & Welfare Committee by removing \$1,200 from clothing allowance. Motion carried unanimously.**

**It was then moved by Alderperson Ohnstad, seconded by Alderperson Haugeard to recommend to approve the 2012 Police budget as amended by the Public Safety & Welfare Committee. Motion passed 4-1 with Alderman Bogdala voting nay.**

**It was moved by Alderperson Ohnstad, seconded by Alderperson Haugeard to amend the 2012 Emergency Medical Services budget by adding back the premium for 10 paramedics in the amount of \$52,743 and to make any changes in the level of paramedic staffing through attrition. Motion passed 4-1 with Chairman Bogdala voting nay.**

**It was then moved by Alderperson Haugeard, seconded by Alderperson Ohnstad to recommend to approve the 2012 Fire and Emergency Medical Services budgets as amended. Motion passed 4-1, with Chairman Bogdala voting nay.**

**It was moved by Alderperson Haugeard, seconded by Alderperson Ohnstad to recommend to approve the 2012 Community Development budget as amended by the Public Safety & Welfare Committee by eliminating a position of plumbing inspector for a net reduction of \$50,783. Motion passed 3-2 with Chairman Bogdala and Alderperson Ruffalo voting nay.**

**It was moved by Alderperson Ohnstad, seconded by Alderperson Haugeard to recommend to approve the 2012 Library budget as presented. Motion carried unanimously.**

**It was moved by Alderperson Ohnstad, seconded by Alderperson Haugeard to recommend to approve the 2012 Civic Center budget as presented. Motion carried unanimously.**

**It was moved by Alderperson Ohnstad, seconded by Alderperson Haugeard to recommend to approve the 2012 Airport budget as presented. Motion carried unanimously.**

**It was moved by Alderperson Haugeard, seconded by Alderperson Ohnstad to amend the 2012 Museums budget by adjusting the new Director salary to actual for a net reduction of \$11,037. Motion passed unanimously.**

**It was moved by Alderperson Haugeard, seconded by Alderperson Ohnstad to break at 7:19**

**pm. Motion carried unanimously.**

The meeting was reconvened at 7:58 pm by Chairman Bogdala.

**It was moved by Alderperson Ohnstad, seconded by Alderperson Haugaard to recommend to approve the 2012 Public Works, Municipal Office Building, Engineering, Central Stores, Fleet Maintenance, Recycling/Yardwaste, and Stormwater Utility budgets as presented. Motion carried unanimously.**

**It was moved by Alderperson Prozanski, seconded by Alderperson Ohnstad to recommend to approve the 2012 Parks and Golf Course budgets as presented. Motion carried unanimously.**

**It was moved by Alderperson Ohnstad, seconded by Alderperson Haugaard to amend the 2012 Health Services budget by a \$118,734 reduction. Motion carried unanimously.**

**It was moved by Alderperson Prozanski, seconded by Alderperson Ohnstad to recommend to approve the 2012 Legal, City Administration, Community Promotions, Mayor's Youth Commission, Information Technology, Labor Negotiations, Human Resources & Labor Relations, Finance, Independent Audit, Health Insurance, Health Services, Non Departmental-Other Service Accounts, and Revenues budgets as amended. Motion passed 4-1 with Chairman Bogdala voting nay.**

**It was moved by Alderman Ohnstad, seconded by Alderman Haugaard to recommend approval of the 2012 City of Kenosha Budget to the Committee of the Whole as amended by the Finance Committee. Motion carried 3-2 with Chairman Bogdala and Alderperson Ruffalo voting nay.**

Citizen Comments: No one spoke.

Alderperson Comments: No one spoke.

There being no further business to come before the Finance Committee, it was moved by Alderperson Ohnstad, seconded by Alderperson Haugaard to adjourn at 8:40 pm. Motion carried unanimously.

\*NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Monday, December 5, 2011.

**Finance Committee  
Minutes of Meeting Held November 17, 2011**

A meeting of the Finance Committee held on Tuesday, November 17, 2011 in Room 202 at the Kenosha Municipal Building was called to order at 6:03 pm by Chairman Bogdala.

At roll call the following members were present: Alderpersons Ohnstad, Haugaard, and Ruffalo. Alderpersons Prozanski and Marks were excused. Staff present: Mayor Bosman, City Administrator Frank Pacetti, Finance Director Carol Stancato, Department Heads and staff members.

1. Resolution to Approve the 2012-2016 Capital Improvement Plan.

Public Hearing: No one spoke.  
Public hearing closed.

**It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad to add line item CD-12-001 titled Community Reinvestment to Community Development in the amount of \$3,700,000. Motion carried unanimously.**

**It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad to recommend to move \$20,000 on line item OT-12-002 for demolition of the Chamber building from 2012 to 2013 as recommended by the Public Works Committee. Motion carried unanimously.**

**It was moved by Alderperson Ruffalo, seconded by Alderperson Haugaard to send the Redevelopment Authority section to the Committee of the Whole without a recommendation. The motions were withdrawn by the makers.**

**It was moved by Alderperson Haugaard, seconded by Alderperson Ruffalo to move line item SW-10-005 River Crossing Ditch Restoration in the amount of \$160,000 from 2014 to 2013. Motion carried unanimously.**

**It was then moved by Alderperson Haugaard, seconded by Alderperson Ruffalo to recommend approval of the 2012-2016 Capital Improvement Plan to the Committee of the Whole as amended by the Finance Committee with reservation on the 2012-2016 Redevelopment Authority Capital Improvement Plan. Motion passed unanimously.**

Citizen Comments: No one spoke.

Alderperson Comments: No one spoke.

There being no further business to come before the Finance Committee, it was moved by Alderperson Haugaard, seconded by Alderperson Ruffalo to adjourn at 8:32 pm. Motion carried unanimously.

\*NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Monday, December 5, 2011.

**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<br>Principal<br>Balance | Principal<br>Balance<br>at 1/1/2011 | Current Year<br>Borrowings | Principal<br>Receipts YTD<br>9/30/2011 | Interest<br>Receipts YTD<br>9/30/2011 | Principal<br>Balance<br>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>               |

**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<br>Principal<br>Balance | Principal<br>Balance<br>at 1/1/2011 | Current Year<br>Borrowings | Principal<br>Receipts YTD<br>9/30/2011 | Interest<br>Receipts YTD<br>9/30/2011 | Principal<br>Balance<br>9/30/2011 |
|--|----------------------------------|-------------------------------------|----------------------------|--|---------------------------------------|-----------------------------------|
| <b>Urban Development Action Grant<br/>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>               |

Finance Agenda Item #1

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.

**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

Michael K. Higgins  
City Clerk – Treasurer

Cynthia L. Howard  
Deputy City 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

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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

± Font size ▾

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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**

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**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

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

*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

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

Finance Agenda Item #4

December 5, 2011 Page 27

**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><br>Mark Yunker<br>4308 6th Av<br>Kenosha WI 53140                   | <b><u>ASSESSMENT:</u></b><br>Administrative Fee<br>Clean up<br>Certified Mail<br>Newspaper Posting<br><b>TOTAL:</b> | <br>75.00<br>985.00<br>6.15<br>22.42<br><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><br>Russ Borders<br>5601 Springbrook Rd<br>Pleasant Prairie WI 53158 | <b><u>ASSESSMENT:</u></b><br>Administrative Fee<br>Clean up<br>Certified Mail<br>Newspaper Posting<br><b>TOTAL:</b> | <br>75.00<br>125.00<br><br><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><br>Robert & Jennifer Warren<br>4806 17th Av<br>Kenosha WI 53140     | <b><u>ASSESSMENT:</u></b><br>Administrative Fee<br>Clean up<br>Certified Mail<br>Newspaper Posting<br><b>TOTAL:</b> | <br>75.00<br>385.00<br><br><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><br>Jose Aguilar<br>4911 25th Av<br>Kenosha WI 53140                 | <b><u>ASSESSMENT:</u></b><br>Administrative Fee<br>Clean up<br>Certified Mail<br>Newspaper Posting<br><b>TOTAL:</b> | <br>75.00<br>155.00<br><br><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>OWNER OF RECORD:</b><br>Joseph & Melinda Bieher<br>5126 62nd St<br>Kenosha WI 53142              |                          | <b>ASSESSMENT:</b><br>Administrative Fee 75.00<br>Clean up 185.00<br>Certified Mail 6.15<br>Newspaper Posting<br><b>TOTAL: 266.15</b>   |                   |
|   | Cleanup Date: 10/4/2011  |   |                   |
| 12.)  | 3920 14th Av             | PARCEL #  | 11-223-30-302-015 |
| <b>OWNER OF RECORD:</b><br>Anthony Infusino Jr & Sherry Krebs<br>2319 2nd Cir<br>Kenosha WI 53140   |                          | <b>ASSESSMENT:</b><br>Administrative Fee 75.00<br>Clean up 125.00<br>Certified Mail<br>Newspaper Posting<br><b>TOTAL: 200.00</b>        |                   |
|   | Cleanup Date: 10/7/2011  |   |                   |
| 13.)  | 1726 29th St             | PARCEL #  | 10-223-19-379-006 |
| <b>OWNER OF RECORD:</b><br>Nicola & Brian Statoma<br>1726 29th St<br>Kenosha WI 53140               |                          | <b>ASSESSMENT:</b><br>Administrative Fee 75.00<br>Clean up 125.00<br>Certified Mail<br>Newspaper Posting<br><b>TOTAL: 200.00</b>        |                   |
|   | Cleanup Date: 10/10/2011 |   |                   |
| 14.)  | 1606 62nd ST             | PARCEL #  | 05-123-08-205-017 |
| <b>OWNER OF RECORD:</b><br>Banks of Wisconsin<br>5117 Green Bay Rd<br>Kenosha WI 53144              |                          | <b>ASSESSMENT:</b><br>Administrative Fee 75.00<br>Clean up 955.00<br>Certified Mail 6.15<br>Newspaper Posting<br><b>TOTAL: 1,036.15</b> |                   |
|   | Cleanup Date: 10/12/2011 |   |                   |
| 15.)  | 4406 58th ST             | PARCEL #  | 08-222-35-452-019 |
| <b>OWNER OF RECORD:</b><br>HSBC Bank USA NA Trustee<br>2001 Bishops Gate Blvd<br>Mt Laurel NJ 08054 |                          | <b>ASSESSMENT:</b><br>Administrative Fee 75.00<br>Clean up 375.00<br>Certified Mail 6.15<br>Newspaper Posting<br><b>TOTAL: 456.15</b>   |                   |
|   | Cleanup Date: 10/14/2011 |   |                   |
| 16.)  | 4901 22nd Av             | PARCEL #  | 12-223-31-231-008 |
| <b>OWNER OF RECORD:</b><br>BENTG Properties LLC<br>5508 2nd Av Unit 1B<br>Kenosha WI 53140          |                          | <b>ASSESSMENT:</b><br>Administrative Fee 75.00<br>Clean up 125.00<br>Certified Mail<br>Newspaper Posting<br><b>TOTAL: 200.00</b>        |                   |
|   | Cleanup Date: 10/18/2011 |   |                   |

17.) 8454 14th Av

PARCEL # 08-123-07-377-033

**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> |
|-------------------------|--------------------|

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)

## 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**

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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 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'<br>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<br>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.

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**A. Definitions.**

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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: \_\_\_\_\_

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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.

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**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.

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**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 |
|---|--------------|

|                                     |                     |
|-------------------------------------|---------------------|
| <b>TOTAL DISBURSEMENTS APPROVED</b> | <b>5,554,108.33</b> |
|-------------------------------------|---------------------|

\_\_\_\_\_  
David Bogdala

\_\_\_\_\_  
Daniel Prozanski Jr.

\_\_\_\_\_  
Katherine Marks

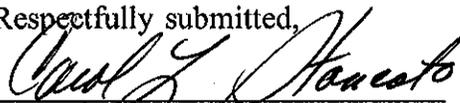
\_\_\_\_\_  
Eric Haugaard

\_\_\_\_\_  
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,



(disbursementsblank.share.fin) Finance Agenda Item #12

**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 |

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

| 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  |

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

| 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 |

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

| 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-STEVEN'S 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 | 110-09-56519-909-000 | LICENSE RNWL #2656   | 75.00      |

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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      | SCHLEBLE & 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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|---------|------------|------------------------------|----------------------|----------------------|------------|
| 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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|---------|------------|-----------------------------|----------------------|----------------------|-----------|
|         |            |                             | 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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|---------|------------|------------------------------|----------------------|----------------------|------------|
| 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   |

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

| 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 |

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| 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  |

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| 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      |

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| 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     |

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| 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