

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Kenosha Municipal Building, 625-52nd Street
Council Chambers – Room 200
Monday, December 5, 2016
7:00 PM

- CALL TO ORDER**
- ROLL CALL**
- INVOCATION**
- PLEDGE OF ALLEGIANCE**

Approval of the minutes of the special meetings held November 15 and November 16, 2016 and the regular meeting held November 21, 2016.

Matters referred to the Committees by the Mayor.

Presentation, Commendations and Awards by Mayor.

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

CITIZENS' COMMENTS

A. REFERRALS

TO THE COMMITTEE ON FINANCE

- A.1. Resolution by the Finance Committee - Resolution To Approve the 2017 Consolidated Plan - Annual Plan for the Community Development Block Grant/HOME Program. (CDBG Portion referred to City Plan Commission)
- A.2. Resolution by the Mayor – Resolution To Adopt a Project Plan Amendment for Tax Incremental District 4 (City of Kenosha, Wisconsin, Under Section 66.1105(4)(h.1.), Wisconsin Statutes). (Districts 2 & 7) (Also referred to City Plan Commission)
- A.3. Resolution by the Mayor – Resolution To Adopt a Project Plan Amendment for Tax Incremental District 7 (City of Kenosha, Wisconsin, Under Section 66.1105(4)(h.1.), Wisconsin Statutes). (Districts 3 & 12) (Also referred to City Plan Commission)
- A.4. Resolution by the Mayor – Resolution To Adopt a Project Plan Amendment for Tax Incremental District 8 (City of Kenosha, Wisconsin, Under Section 66.1105(4)(h.1.), Wisconsin Statutes) (District 16) (Also referred to City Plan Commission)
- A.5. Resolution by the Mayor – Resolution To Adopt a Project Plan Amendment for Tax Incremental District 9 (City of Kenosha, Wisconsin, Under Section 66.1105(4)(h.1.), Wisconsin Statutes). (Districts 1 & 6) (Also referred to City Plan Commission)
- A.6. Resolution by the Mayor – Resolution To Adopt a Project Plan Amendment for Tax Incremental District 11 (City of Kenosha, Wisconsin, Under Section 66.1105(4)(h.1.), Wisconsin Statutes). (District 16) (Also referred to City Plan Commission)
- A.7. Resolution by the Mayor – Resolution To Adopt a Project Plan Amendment for Tax Incremental District 13 (City of Kenosha, Wisconsin, Under Section 66.1105(4)(h.1.), Wisconsin Statutes). (District 16) (Also referred to City Plan Commission)
- A.8. Resolution by the Mayor – Resolution To Adopt a Project Plan Amendment for Tax Incremental District 19 (City of Kenosha, Wisconsin, Under Section 66.1105(4)(h.1.), Wisconsin Statutes). (Districts 3, 7 & 11) (Also referred to City Plan Commission)

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

- A.9. Ordinance by Alderperson Rocco J. LaMacchia Sr. - To Repeal and Recreate Subparagraph 11.02 A of the Code of General Ordinances regarding Firearms.

TO THE CITY PLAN COMMISSION

- A.10. Zoning Ordinance by the City Plan Commission - To Repeal and Recreate Subsection 3.02 A. (of the Zoning Ordinance for the City of Kenosha) regarding Incorporation. (Relating to effective dates of flood insurance maps.)
- A.11. Resolution by the Mayor – To Amend the Official Map for the City of Kenosha, Wisconsin to include the Attachment of Portions of County Trunk Highway S Right of Way located East of State Highway 31 to approximately 43rd Avenue, from the Town of Somers (Kenosha, County, Wisconsin in accordance with the City of Kenosha/Town of Somers Cooperative Plan (under Section 66.0307 of the Wisconsin Statutes) (County Trunk Highway S Right of Way). (District 2)
- A.12. Zoning Ordinance by the City Plan Commission – To Create Subsection 18.02 aaa. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City of Kenosha: 2035. (Bard). (District 2)
- A.13. Zoning Ordinance by the Mayor – To Rezone the property at 5017 8th Avenue from B-3 Central Business District to RS-2 Single-Family Residential District (in conformance with Section 10.02 of the Zoning Ordinance) (Bard). (District 2)
- A.14. Zoning Ordinance by the City Plan Commission – To Create Subsection 18.02 bbb. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City of Kenosha: 2035 (Anchor Bank). (District 16)
- A.15. Zoning Ordinance by the Mayor – To Rezone Five (5) parcels of land located South of 60th Street and West of Interstate 94 from M-2 Heavy Manufacturing District to IP Institutional Park (in conformance with Section 10.02 of the Zoning Ordinance) (Anchor Bank). (District 16)

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

- B.1. Approval of the following applications (per list on file in the Office of the City Clerk):
- 12 Operator's (Bartender's) licenses.
 - 0 Successor of Agent Status of Beer and/or Liquor licenses.
 - 1 Temporary Class "B" Beer and "Class B" Wine license.
 - 0 Taxi Driver Licenses. **Pg. 8**

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- C.1. Approve application of Lori English for a new Operator's (Bartender's) License, subject to 20 demerit points. (L/P – Ayes 4, Noes 0) **HEARING Pg. 9**
- C.2. Deny application of Sergio Gonzales for a new Operator's (Bartender's) License, based on material police record and false application. (L/P – Ayes 4, Noes 0) **HEARING Pgs. 10-12**

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1st READING

- E.1. Ordinance by Committee on Public Safety and Welfare - To Amend Section 7.12 C (of the Code of General Ordinances) by Rescinding Therefrom the Eastbound and Westbound Stop Signs on 45th Street at the Intersection of 8th Avenue and to Include Northbound and Southbound Stop Signs on 8th Avenue at the Intersection of 45th Street. (District 2) (PSW - Ayes 3, Noes 0) **Pg. 13**

- E.2. Ordinance by Committee on Public Safety and Welfare - To Amend Section 7.125 (of the Code of General Ordinances) Entitled "Streets Controlled by Yield Signs" to Include an Eastbound Yield Sign on 49th Street Before Entering the Intersection with 5th Avenue. (District 2) (PSW - Ayes 3, Noes 0) **Pg. 14**
- E.3. Ordinance by Alderperson Eric Haugaard, Co-Sponsors: Alderperson Rocco J. LaMacchia Sr., Alderperson Dave Paff, Alderperson Curt Wilson, Alderperson Keith Rosenberg, Alderperson Jack Rose, Alderperson Jan Michalski - To Repeal, Recreate and Renumber Section 7.16 (of the Code of General Ordinances) Entitled Restricting Heavy Vehicle Traffic and Parking. (PSW – Ayes 5, Noes 0) **Pgs. 15-17**
- E.4. Ordinance by Alderperson Dave Paff – To Create Paragraph 7.14 F.4. (of the Code of General Ordinances for the City of Kenosha) Regarding Operating Two or More Abreast in Bicycle Lanes. (PSW - Ayes 5, Noes 0) **Pg. 18**
- E.5. Ordinance by Alderperson Scott N. Gordon, Co-Sponsor Alderperson Keith Rosenberg - To Create Paragraph 6.02 a. 35. (of the Code of General Ordinances) Regarding Special Regulations for Parks with Poured in Place Surfaces. (Parks - Ayes 5, Noes 0) **Pgs. 19-20**
- E.6. Ordinance by the Mayor - To Repeal Section 1.06 A.A. (of the Code of General Ordinances) Entitled "Ethics Board", to Create Section 1.295 (of the Code of General Ordinances) Entitled "Confidentiality and Impartiality; to Repeal and Recreate Section 29.06 (of the Code of General Ordinances) Relating to Penalties For Failure to File a Statement of Economic Interest, and to Repeal and Recreate Chapter 30 (of the Code of General Ordinances) Entitled "Code of Ethics". (PW - Ayes 6, Noes 0; SWU – Ayes 6, Noes 0; PSW – Ayes 5, Noes 0; L/P – Ayes 4, Noes 0; Fin. - recommendation pending) **Pgs. 21-38**
- E.7. Ordinance by the Mayor – Attachment and Zoning District Classification (under Section 66.0307, Wisconsin Statutes) and the City of Kenosha/Town of Somers State Approved Cooperative Plan, Property name: Portions of County Trunk Highway – Washington Road Right-of-Way located East of State Highway 31 to approximately 43rd Avenue, from the Town of Somers, Kenosha County, Wisconsin (County Trunk Highway S/Washington Road Right-of-Way). (Districts 5, 10 & 16) **Pgs. 39-46**
- E.8. Ordinance by the Mayor – To Repeal and Recreate Subparagraph 13.015 E. (of the Code of General Ordinances) Regarding Temporary Cement Batch Plants. (L/P – Ayes 4, Noes 0) **Pg. 47**
- E.9. Ordinance by the Mayor – To Repeal and Recreate Subsection 12.001 B.1. (of the Code of General Ordinances for the City of Kenosha) Regarding Amusement Device License Required. (L/P – Ayes 3, Noes 1) **Pgs. 48-49**

F. ZONING ORDINANCES 1st READING

G. ORDINANCES 2nd READING

H. ZONING ORDINANCES 2nd READING

- H.1. Zoning Ordinance by the Mayor – To Rezone the property at 4621 and 4627 38th Avenue from B-2 Community Business District to RG-2 General Residential District (in conformance with Section 10.02 of the Zoning Ordinance) (Habitat for Humanity of Kenosha, Inc.). (District 10) (CP – Ayes 7, Noes 0) **PUBLIC HEARING Pgs. 50-69**

I. RESOLUTIONS

- I.1. Resolution By Committee on Public Safety and Welfare – Resolution To Rescind Resolutions 225-74, 249-85 And 217-86 and to Designate as "15 Minute Parking" the West Side of 7th Avenue a Distance of 35 to 115 Feet North of 59th Place. (District 2) (PSW - Ayes 3, Noes 0) **Pg. 70**
- I.2. Resolution by Alderperson David F. Bogdala, Co-Sponsors Alderperson Mitchell Pedersen and Alderperson Kevin Mathewson - Resolution To Request an Investigation by The Health Resources and Services Administration, of The Kenosha Community Health Center, Inc., Which Operates As A Federally Qualified Health Center. (Fin. - recommendation pending) **Pgs. 71-73**
- I.3. Resolution by the Mayor – Resolution To Amend Resolution No.147-11, Adopted on November 29, 2011, Which Amended Emergency Medical Service User Fees (in Accordance with Section 2.20 of The Code of General Ordinances). (PSW - Ayes 5, Noes 0; Fin. - recommendation pending) **Pgs/ 74-80**

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

L. OTHER CONTRACTS AND AGREEMENTS

- L.1. Contract By and Between the City of Kenosha and Azarian Wrecking, LLC to Raze the Buildings Located at 1214 61st Street, 4410 73rd Street, and 6106 23rd Avenue in the Total Amount of \$62,328.00. (Fin. - recommendation pending) **Pgs. 81-97**

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- M.1. Disbursement Record #21 - \$3,464,678.47. (Fin. - recommendation pending) **Pgs. 98-125**

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- N.1. Acceptance of Project 15-2031 Kenosha Engine Plant C2 Soil Remediation (5555 30th Avenue) which has been satisfactorily completed by A.W. Oakes & Son, Inc. (Racine, Wisconsin). The final amount of the contract is \$1,095,384.78. (District 7) (PW - Ayes 6, Noes 0) **Pg. 126**

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

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

P.1. Claim of Ronald Suokko. (Fin. - recommendation pending) **CLOSED SESSION: The Common Council may go into Closed Session, pursuant to §19.85 (1)(g), Wisconsin Statutes, to confer with legal counsel regarding the claim. The Common Council will reconvene into open session.**

- a. LEGISLATIVE REPORT
- b. MAYOR'S COMMENTS
- c. ALDERPERSON COMMENTS

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

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
November 15, 2016**

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

**KENOSHA MUNICIPAL BUILDING
COUNCIL CHAMBERS ROOM 200
Tuesday, November 15, 2016**

At a special meeting of the Common Council held this evening, His Honor, Mayor John M. Antaramian presided.

The meeting was called to order at 5:05 pm.

On roll call, the following members of the Common Council were present: Alderpersons Fox, Michalski, Ruffolo, LaMacchia, Juliana, Mathewson, Kennedy, Gordon, Pedersen, Wilson, Rose, Downing and Bogdala. Alderpersons Haugaard, Paff, Rosenberg and Prozanski were excused.

Mayor Antaramian then led the Council in the Pledge of Allegiance to the American Flag.

1. Public Hearing on the 2017 – 2021 Capital Improvement Plan. Bruce Dentice, owner of Sam's Amusement and Jeff Miller, owner of Monkey Joe's, spoke. The public hearing was closed.
2. Public Hearing on the 2017 City of Kenosha Budget. Bruce Dentice, owner of Sam's Amusement and Mary Magdalen Moser, 2106 73rd Street, spoke. The public hearing was closed.

There being no further business to come before the Kenosha Common Council, at 5:12 pm it was moved by Alderperson Kennedy, seconded by Alderperson Gordon, to go in the Committee of the Whole. On a voice vote, motion carried.

**COMMITTEE OF THE WHOLE
KENOSHA, WISCONSIN
Tuesday, November 15, 2016**

On roll call, the following members of the Common Council were present: Alderpersons Fox, Michalski, Ruffolo, LaMacchia, Juliana, Mathewson, Kennedy, Gordon, Pedersen, Wilson, Rose, Downing and Bogdala. Alderpersons Haugaard, Paff, Rosenberg and Prozanski were excused.

1. 2017 – 2021 Capital Improvement Plan. It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia, to approve.
 - 1.1. It was moved by Alderperson Wilson, seconded by Alderperson Kennedy, to approve as amended by the Finance Committee. On roll call vote, motion carried unanimously.
 2. 2017 City of Kenosha Budgets, Making Appropriations, and Levying 2016 Property Taxes. It was moved by Alderperson Wilson, seconded by Alderperson Kennedy, to approve as amended by the Finance Committee.
 - 2.1. It was then moved by Alderperson Michalski to rescind the increase in the Amusement Device license fee. After the discussion the motion was withdrawn. On roll call vote, motion to approve as amended by the Finance Committee carried unanimously.
 3. 2017 Public Library Tax Levy. It was moved by Alderperson Wilson, seconded by Alderperson Juliana, to recommend to the Common Council to approve in the amount of \$4,688,066. On roll call vote, motion carried (12-1) with Alderperson Downing voting nay.
 4. 2017 Public Museum Budget. It was moved by Alderperson Wilson, seconded by Alderperson Kennedy, to approve as recommended by the Finance Committee. On roll call vote, motion carried unanimously.
 5. Resolution By the Mayor – Resolution to Approve the 2017 Budget and Operating Plan of the Kenosha Lakeshore Business Improvement District (BID) and to Levy Special Assessments. It was moved by Alderperson Wilson, seconded by Alderperson Kennedy, to approve as recommended by the Finance Committee at a rate of 2.50/1,000 of assessed value. Paul McDonough, Vice Chair of Downtown Kenosha, Inc. answered questions. On roll call vote, motion carried (10-3) with Alderpersons Pedersen, Bogdala and Ruffolo voting nay.
 6. Resolution By the Mayor – Resolution to Approve the Table of Organization of the City of Kenosha, to Reclassify Positions, to Modify the Compensation Plans for Non-Represented Managerial, Supervisory, and Professional Employees; Limited Term, Seasonal, Temporary, and Part Time Employees; and to Modify Employee Benefits for Non-Represented Employees for 2017. It was moved by Alderperson Wilson, seconded by Alderperson Kennedy, to approve as recommended by the Finance Committee. On roll call vote, motion carried unanimously.
 7. Resolution By the Stormwater Utility Committee – Resolution To Establish Stormwater Utility Rates within the City of Kenosha, Wisconsin. It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia, to approve as recommended by the Finance Committee. On roll call vote, motion carried (12-1) with Alderperson Bogdala voting nay.

At 7:38 pm, it was moved by Alderperson Kennedy, seconded by Alderperson Mathewson, to rise. On a voice vote, motion carried.

ADJOURNMENT

There being no further business to come before the Common Council and Committee of the Whole, it was moved by Alderperson Kennedy, seconded by Alderperson Mathewson, to adjourn at 5:36 pm. On a voice vote, motion carried.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
November 15, 2016**

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

Approved:

**JOHN M. ANTARAMIAN
MAYOR**

Attest:

**DEBRA L. SALAS
CITY CLERK-TREASURER
November 15, 2016**

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
November 16, 2016**

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

**KENOSHA MUNICIPAL BUILDING
COUNCIL CHAMBERS ROOM 200**

At a special meeting of the Common Council held this evening, His Honor, Mayor John M. Antaramian presided.

The meeting was called to order at 5:02 pm.

It was moved by Alderperson Kennedy, seconded by Alderperson Rosenberg, to suspend the dress code. On a voice vote, motion carried.

On roll call, the following members of the Common Council were present: Alderpersons Fox, Michalski, LaMacchia, Juliana, Mathewson, Rosenberg, Kennedy, Gordon, Pedersen, Wilson, Prozanski, Rose, Downing and Bogdala. Alderpersons Haugaard, Ruffolo and Paff were excused.

Mayor Antaramian then led the Council in the Pledge of Allegiance to the American Flag.

RESOLUTIONS

Full text of resolutions are on file in the office of the City Clerk.

1. It was moved by Alderperson Prozanski, seconded by Alderperson LaMacchia, to approve Resolution 140-16 as recommended by the Committee of the Whole. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 140-16

Resolution By Committee on Finance – Resolution To Approve the 2017 - 2021 Capital Improvement Plan.

Adopted: November 16, 2016

2. It was moved by Alderperson Prozanski, seconded by Alderperson Mathewson, to approve Resolution 141-16 as recommended by the Committee of the Whole. On roll call vote, motion carried (13-1) with Alderperson Downing nay and said resolution was thereupon approved:

Resolution 141-16

Resolution By Committee on Finance – Resolution Adopting 2017 City of Kenosha Budgets, Making Appropriations and Levying 2016 Property Taxes.

Adopted: November 16, 2016

3. It was moved by Alderperson Prozanski, seconded by Alderperson Wilson, to approve Resolution 142-16 as recommended by the Committee of the Whole. On roll call vote, motion carried (12-2) with Alderpersons Pedersen and Bogdala voting nay and said resolution was thereupon approved:

Resolution 142-16

Resolution By the Mayor – Resolution To Approve the 2017 Budget and Operating Plan of the Kenosha Lakeshore Business Improvement District (BID) and to Levy Special Assessments.

Adopted: November 16, 2016

4. It was moved by Alderperson Prozanski, seconded by Alderperson Wilson, to approve Resolution 143-16 as recommended by the Committee of the Whole. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 143-16

Resolution By the Mayor – Resolution To Approve the Table of Organization of the City of Kenosha, to Reclassify Positions, to Modify the Compensation Plans for Non-Represented, Managerial, Supervisory, and Professional Employees; Limited Term, Seasonal, Temporary, and Part Time Employees; and to Modify Employee Benefits for Non-Represented Employees for 2017.

Adopted: November 16, 2016

5. It was moved by Alderperson Prozanski, seconded by Alderperson Wilson, to approve Resolution 144-16 as recommended by the Committee of the Whole. On roll call vote, motion carried (13-1) with Alderperson Bogdala voting nay and said resolution was thereupon approved:

Resolution 144-16

Resolution By the Stormwater Utility Committee – Resolution To Establish Stormwater Utility Rates within the City of Kenosha, Wisconsin.

Adopted: November 16, 2016

PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

6. It was moved by Alderperson Gordon, seconded by Alderperson Juliana, to concur with the recommendation of Public Works Committee to approve Acceptance of Project 16-1431 Petzke Park Dream Playground Surface Removal and Installation (2820 14th Avenue, which has been satisfactorily completed) by Bluemel's Maintenance Service, Inc. (Greenfield, Wisconsin) with the final amount of the contract at \$582,813.47. On roll call vote, motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Gordon, seconded by Alderperson Mathewson, to adjourn at 5:10 pm. On a voice vote, motion carried.

Approved:

**JOHN M. ANTARAMIAN
MAYOR**

Attest:

**DEBRA L. SALAS
CITY CLERK-TREASURER
November 16, 2016**

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
November 21, 2016**

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

**KENOSHA MUNICIPAL BUILDING
COUNCIL CHAMBERS ROOM 200**

At a meeting of the Common Council held this evening, His Honor, Mayor John M. Antaramian presided. The meeting was called to order at 7:26 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Fox, Michalski, Ruffolo, LaMacchia, Paff, Juliana, Mathewson, Kennedy, Gordon, Pedersen, Wilson, Prozanski, Rose, Downing and Bogdala. Alderperson Rosenberg was excused.

It was moved by Alderperson Gordon, seconded by Alderperson Ruffolo, to approve the minutes of the meeting held November 7, 2016. Motion carried unanimously.

The invocation was given by Pastor Rodney Palmer of Emmanuel Seventh-day Adventist Church.

Mayor Antaramian then led the Council in the Pledge of Allegiance to the American Flag.

Jeffrey Wamboldt, Chair of the Commission and Alderperson Scott Gordon presented 12 Mayor's Youth Commission Awards. At 7:38pm, it was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to take a five minute recess. On a voice vote, motion carried. At 7:44pm, it was moved by Alderperson LaMacchia, seconded by Alderperson Juliana, to reconvene the meeting.

3 citizens spoke during Citizen's Comments: Virginia Hoekstra, Kathleen Vincent, and Tammy Conforti.

A. REFERRALS

A.1. Ordinance by the Mayor - To Repeal Section 1.06 A.A. (of the Code of General Ordinances) Entitled "Ethics Board", to Create Section 1.295 (of the Code of General Ordinances) Entitled "Confidentiality and Impartiality; to Repeal and Recreate Section 29.06 (of the Code of General Ordinances) Relating to Penalties For Failure to File a Statement of Economic Interest, and to Repeal and Recreate Chapter 30 (of the Code of General Ordinances) Entitled "Code Of Ethics".

A.2. Resolution by the Mayor – Resolution To Amend Resolution No.147-11, Adopted on November 29, 2011, Which Amended Emergency Medical Service User Fees (In Accordance With Section 2.20 of The Code Of General Ordinances).

A.3. Ordinance by Alderperson Dave Paff - To Create Paragraph 7.14 F.4. (of The Code of General Ordinances for the City Of Kenosha) Regarding Operating Two Or More Abreast In Bicycle Lanes.

A.4. Ordinance by Alderperson Eric Haugaard, Co-Sponsors Alderperson Rocco J. LaMacchia Sr., Alderperson Dave Paff, Alderperson Curt Wilson - To Repeal, Recreate and Renumber Section 7.16 (of the Code of General Ordinances), Entitled Restricting Heavy Vehicle Traffic and Parking.

A.5. Resolution by the Mayor – Resolution To Amend the Official Map (for the City of Kenosha, Wisconsin) to include the Attachment of Portions of County Trunk Highway S Right of Way located East of State Highway 31 to approximately 43rd Avenue, from the Town of Somers, Kenosha County, Wisconsin (in accordance with the City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes) (County Trunk Highway S Right of Way).

A.6. Ordinance by the Mayor - To Repeal and Recreate Subparagraph 13.015 E. (of the Code of General Ordinances) Regarding Temporary Cement Batch Plants.

A.7. Ordinance by the Mayor - To Repeal And Recreate Subsection 12.001 B.1. (of the Code of General Ordinances for the City of Kenosha) Regarding Amusement Device License Required.

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

B.1. It was moved by Alderperson Wilson, seconded by Alderperson Juliana, to approve the following applications (per list on file in the Office of the City Clerk):

- a. 12 Operator's (Bartender's) licenses.
- b. 0 Successor of Agent Status of Beer and/or Liquor licenses.
- c. 0 Temporary Class "B" Beer and/or "Class B" Wine licenses.
- d. 0 Taxi Driver Licenses.

On a voice vote, motion carried with Alderperson Gordon abstaining on item a.9. due to conflict of interest.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

C.1. It was moved by Alderperson Wilson, seconded by Alderperson Juliana, to approve applications for new Operator's (Bartender's) Licenses, subject to:

- 0 demerit points:
 - a. Kulvir Singh
- 20 demerit points:
 - b. Ahmad Nasir Yusuf
- 40 demerit points:
 - c. King Tran
- 45 demerit points:
 - d. Ali Murtaza
- 50 demerit points:
 - e. Laura Yarbrough
- 60 demerit points:
 - f. Stephani Russell
- 60 demerit points:
 - g. Jesus Badillo Tejada

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
November 21, 2016**

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

A hearing was held. The applicants did not appear. On a voice vote, motion carried.

C.2. It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia, to deny application of Rachel Rodriguez for a new Operator's (Bartender's) License, based on material police record and false application. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.3. It was moved by Alderperson Juliana, seconded by Alderperson Rose, to deny application of Devin Hanna for a new Operator's (Bartender's) License, based on material police record and false application. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.4. It was moved by Alderperson Fox, seconded by Alderperson Juliana, to approve application of Brian Walraven for a new Taxi Driver's License, subject to 80 demerit points. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.5. It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia, to deny application of Lonnie DeFord for a new Taxi Driver's License, based on material police record. A hearing was held. The applicant did not appear. On a voice vote, motion carried with Alderperson Downing abstaining due to a conflict of interest.

C.6. It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia, to approve application of Sawsan's Market, LLC (Ali Sawsan, Agent), for a Class "A" Beer License located at 1824 50th St. (Quality Foods), upon surrender of a similar license at the same location from Quality Food Market, Inc., with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.7. It was moved by Alderperson Juliana, seconded by Alderperson Ruffolo, to approve application of Grewal Food Mart, Inc. (Varinder Singh, Agent), for a Class "B" Beer/"Class B" Liquor License located at 1912 52nd St. (Moe Moe's Midnight), upon surrender of a similar license at the same location from G-Knows, Inc., with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.8. It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia, to approve application of AJPN, Inc. (Pennie Jarvi, Agent), for a Class "B" Beer/"Class B" Liquor License located at 5605 22nd Ave. (Kenosha Midnight Liquor), upon surrender of a similar license at the same location from Kenosha Midnight, Inc., with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.9. It was moved by Alderperson Kennedy, seconded by Alderperson Mathewson, to approve application of The Waves Bar & Grill, LLC (Heather Martinez, Agent), for a Class "B" Beer/"Class B" Liquor License located at 2232 Roosevelt Rd. (The Waves Bar & Grill), upon surrender of a similar license at the same location from Bindelli's Safari, Inc., subject to 20 demerit points. A hearing was held. Heather Martinez spoke. On a voice vote, motion carried.

C.10. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia, to approve applications for Probationary Cabaret Licenses, with no adverse recommendations:

- a. AJPN, Inc. (Kenosha Midnight Liquor, 5605 22nd Ave., District 2)
- b. The Waves Bar & Grill, LLC, (The Waves Bar & Grill, 2232 Roosevelt Rd., District 3)

A hearing was held. Heather Martinez spoke. On a voice vote, motion carried.

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1ST READING

F. ZONING ORDINANCES 1ST READING

It was moved by Alderperson Mathewson, seconded by Alderperson Juliana, to send the following ordinance on its way:

F.1. Zoning Ordinance by the Mayor – To Rezone the property at 4621 and 4627 38th Avenue from B-2 Community Business District to RG-2 General Residential District (in conformance with Section 10.02 of the Zoning Ordinance) (Habitat for Humanity of Kenosha, Inc.) On a voice vote, motion carried.

G. ORDINANCES 2ND READING

Full text of ordinances are on file in the office of the City Clerk.

G.1. It was moved by Alderperson Michalski, seconded by Alderperson Juliana, to adopt Ordinance 35-16.

A public hearing was held. No one spoke for or against said ordinance. On roll call vote, motion carried unanimously and said ordinance was thereupon adopted:

Ordinance 35-16

By Ordinance by the Mayor – To Repeal Section 5.04 (of the Code of General Ordinances) in its Entirety Entitled “Streets, Alleys, And Sidewalks”, And to Recreate Section 5.04 (of the Code of General Ordinances) Entitled “Public Utilities, Right-of-Way Excavation, Streets, and Alleys.

Approved: John M. Antaramian, Mayor

Attest: Debra L. Salas, City Clerk-Treasurer

Passed: November 21, 2016

Published: November 25, 2016

H. ZONING ORDINANCES 2ND READING

I. RESOLUTIONS

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
November 21, 2016**

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

Full text of resolutions are on file in the office of the City Clerk.

It was moved by Alderperson Gordon, seconded by Alderperson Juliana, to approve Resolutions 145-16 through 147-16 (Items I.1. through I.3.). A public hearing was held. No one spoke for or against. On roll call vote, motion carried unanimously and said resolutions were thereupon approved:

Resolution 145-16

By the Public Works Committee - Resolution To Vacate an alley between 75th Street and Roosevelt Road from 38th Avenue east 116 feet.

Adopted: November 21, 2016

Resolution 146-16

By the Public works Committee – Resolution to Vacate an alley between 24th and 25th Avenues south of 66th Street 100 feet.

Adopted: November 21, 2016

Resolution 147-16

By the Public Works Committee - Resolution To Vacate an alley between 61st and 62nd Streets, the north 114.5 feet of the alley west of 14th Avenue

Adopted: November 21, 2016

It was moved by Alderperson Gordon, seconded by Alderperson LaMacchia, to approve Resolutions 148-16 through 149-16 (Items I.4. through I.5.). On roll call vote, motion carried unanimously and said resolutions were thereupon approved:

Resolution 148-16

By the Board of Water Commissioners - Resolution to Place Special Assessments Against Benefited Parcels of Property on the 2016 Real Estate Tax Roll for the Construction of Water/Sewer Mains, Connections and Laterals, and for Delinquent Water, Sewerage and Household Hazardous Waste Bills, Etc., in an Amount Not to Exceed \$1,820,982.00.

Adopted: November 21, 2016

Resolution 149-16

By the Mayor – Resolution To Place Special Assessments against Benefited Parcels of Property on the 2016 Real Estate Tax Roll for Delinquent Storm Water Bills in an Amount not to Exceed \$362,293.19.

Adopted: November 21, 2016

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

It was moved by Alderperson Downing, seconded by Alderperson Mathewson, to approve:

K.1. Award of Contract for Project 16-1430 Strawberry Creek Park Playground Equipment Installation (13580 66th Place) to Bluemel's Maintenance Service, Inc. (Greenfield, Wisconsin) in the amount of \$72,000. On roll call vote, motion carried unanimously.

L. OTHER CONTRACTS AND AGREEMENTS

It was moved by Alderperson Paff, seconded by Alderperson LaMacchia, to approve:

L.1. Consideration of HOME Program Rental Rehabilitation Loan Funding from Varin/Library Park II, LLC for the Proposed Residences at Library Park Apartments, 720 59th Place. A public hearing was held. Dave Narkin, representing the developer, spoke. On roll call vote, motion carried (15-1) with Alderperson Fox voting nay.

It was moved by Alderperson Kennedy, seconded by Alderperson Rose, to approve:

L.2. Programmatic Agreement Between the City of Kenosha, Housing and Urban Development, Community Development Block Grant Program and the Wisconsin Historical Society, State Historic Preservation Officer. On roll call vote, motion carried unanimously.

It was moved by Alderperson Juliana, seconded by Alderperson Downing, to approve:

L.3. Approval of the Offer to Purchase property at 1808 53rd Street from D & M Vranak Family Asset Trust. On roll call vote, motion carried unanimously.

It was moved by Alderperson LaMacchia, seconded by Alderperson Juliana, to approve:

L.4. Approval of the Offer to Purchase property at 1202 60th Street from William and Janice Deaton Revocable Trust (Gateway Mortgage). On roll call vote, motion carried (15-1) with Alderperson Fox voting nay.

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

It was moved by Alderperson Gordon, seconded by Alderperson Fox, to approve:

M.1. KABA 2016 3rd Quarter Loan Report.

On a voice vote, motion carried.

It was moved by Alderperson Wilson, seconded by Alderperson Gordon, to approve:

M.2. Disbursement Record #20 - \$3,839,030.90.

On roll call vote, motion carried unanimously.

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve:

N.1. Change Order (Contract Deadline Only) for Project 16-1417 2016 Tree Removal (Citywide Locations). On roll call vote, motion carried unanimously.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
November 21, 2016**

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

It was moved by Alderperson LaMacchia, seconded by Alderperson Ruffolo, to approve:
N.2. Acceptance of Project 13-1413 Petzke Park Phase 2 (1700 29th Street) which has been satisfactorily completed by Rasch Construction & Engineering, Inc. (Kenosha, Wisconsin). The final amount of the contract is \$551,009.05. On roll call vote, motion carried unanimously.

It was moved by Alderperson Bogdala, seconded by Alderperson LaMacchia, to approve:
N.3. Acceptance of Project 13-1132 River Crossing Swale Phase 2 (From 67th Street South 415 FT along rear lots between 107th Avenue and 108th Avenue) which has been satisfactorily completed by Applied Ecological Services (Brodhead, Wisconsin). The final amount of the contract is \$39,671.76. On roll call vote, motion carried unanimously.

O. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

P. AND SUCH MATTERS ARE AUTHORIZED BY LAW OR REGULAR BUSINESS

P.1. The Community Development Block Grant Funding Request and Subsequent Deadline Extension of the Kenosha Community Health Center. A public hearing was held. Adele Frye, Rebecca Stevens, Jacquelyn Karabetsos, Kimberly Diamante, Robin Bednarek, and Lydia Spottswood spoke.

ADJOURNMENT

During this time, Alderperson Kennedy indicated that on item L.4. he intended to vote nay. There being no further business to come before the Common Council, it was moved by Alderperson LaMacchia, seconded by Alderperson Mathewson, to adjourn at 9:35 p.m. On a voice vote, motion carried.

Approved:

**JOHN M. ANTARAMIAN
MAYOR**

Attest:

**DEBRA L. SALAS
CITY CLERK-TREASURER
November 21, 2016**

B.1.	December 5, 2016		BARTENDERS	NO ADVERSE
a.	First Name	Last Name	Address	Business Name
1	Laura	Adams	3503 96 th Ave	Piggly Wiggly
2	Ziad	Ali	6743 Brooks Ct – Racine, WI	Quality Market
3	Donna	Buckelew	4109 5 th Ave, Lower	Piggly Wiggly
4	Colleen	Campbell	3605 15 th St, #1B	Piggly Wiggly
5	Alissa	Jackson	3915 S. 84 th St – Greenfield, WI	Red Robin
6	Stacey	Mill	6400 39 th Ave	Speedway
7	Elise	Moran	7823 39 th Ave	
8	Lori	Otto	3823 11 th Ave	Red Robin
9	Tristan	Paulus	8440 82 nd Street, #312	Applebees
10	Michelle	Pham	226 Chicago St – Racine, WI	Quality Market
11	Danielle	Plante	7805 16 th Ave	Captain Mike's
12	Prakash	Pangeni	7954 15 th Ave	
	TOTAL =	12		
b.	SUCCESSOR OF AGENT			
	First Name	Last Name	Address	Business Name
	TOTAL =	0		
c.	TEMPORARY CLASS "B" BEER			
	Event Date	Organization Name	Location of Event	Event
	TEMPORARY CLASS "CLASS B" WINE			
	Event Date	Organization Name	Location of Event	Event
	TEMPORARY CLASS "B" BEER & "CLASS B" WINE			
	Event Date	Organization Name	Location of Event	Event
	03/15/17	Our Lady of Mt. Carmel – Ladies Society	1919 54 th St	St. Joseph Table
	TOTAL =	1		
	TAXI DRIVERS			
	TOTAL =	0		

Operator's (Bartender) License

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
11/16/2016	Sergio Gonzales		Revoked
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170809	6631-16th Avenue	Infusino's	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/1/2013	OPERATING WHILE INTOXICATED- 4TH OFFENSE W//IN 5 YRS - FELONY H	GUILTY	Y	100
6/7/2013	RESIST/OBSTRUCT OFFICER	GUILTY	N	25
11/6/2015	RETAIL THEFT-INTENTIONALLY TAKE >\$500-\$5000- FELONY I	GUILTY	N	100
6/10/2014	THEFT-MOVABLE PROPERTY <=\$2500	GUILTY	Y	20
6/10/2013	BAIL JUMPING-FELONY H	GUILTY	Y	100
6/22/2012	THEFT-MOVABLE PROPERTY <=\$2500 -3 COUNTS	GUILTY	Y	20 X 3 = 60
8/15/2008	2ND DEGREE RECKLESSLY ENDANGERING SAFETY- FELONY G	GUILTY	Y	100
7/30/2012	OPERATING AFTER REVOCATION	GUILTY	N	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	515	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	535	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input type="checkbox"/>	GRANT, Subject to <input type="checkbox"/> Demerit Points
<input checked="" type="checkbox"/>	DEFY, based on material police record and false application
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application



Adverse

FILED	<u>11/16/16</u>
INITIALS	<u>CD</u>
ADVERSE/NO ADV	
LP	
CC	
LETTER	

BARTENDER'S (OPERATOR'S) LICENSE
CLK217 (rev. 03/16)

Fee: \$75.00 new renewal

Beverage Course Completed
 HOLD for Beverage Course

License # 170809
 Provisional Issued: yes no

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A", and/or "Class C" License in the City of Kenosha to and including the 30th day of June, 2018 (unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125 of the Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

Last Name: Gonzales First Name: Sergio MI: I
 (NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: M Phone: 262-220-3223

Home Address: 6631-16th Ave Kenosha WI 53143
CITY STATE ZIP

Email: Sergio G 8605@gmail.com
 (correspondence will be via email if address is given)

Driver's License or State ID Number _____
STATE NUMBER

Name of Business Where License will be used Infusino's waiter
 (PLEASE NOTE: license may be utilized in the City of Kenosha only.)

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

- Have you, as an adult, ever been convicted of a major crime (felony), minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin, or in any other State; or do you have a charge pending at this time? Yes No If yes, state: charge, year, result:
Felony Bail Jumping - probation
2nd Degree Reckless Endangerment
OWI-4th Felony theft
- Have you, as an adult, ever served time; or have been sentenced to serve time in a jail or prison in Wisconsin or any other State? Yes No If yes, explain:
Felony Bail Jumping Revoked probation

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

Yes No If yes, explain:

OWI in Wisconsin

4. Have you received any traffic citations in Wisconsin or in any other state within the past five (5) years; or do you have any such citations pending? Yes No If yes, state: charge, year, result:

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

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

Roots Salon and Spa Panera Bread
Kohls Dept Store Infusion
Omeco Manufacturing

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

6631-16th Ave Kenosha, WI 53143
7406-5th Ave Kenosha, WI 53143
1208-68th St. Kenosha, WI 53143

READ CAREFULLY BEFORE SIGNING: I hereby certify that I am the applicant named in this application, and I have read and answered each and every question truly, correctly, and completely, under penalty of law for failure to do so. If this application contains statements or information which is untrue, incorrect and/or incomplete in any material respect, it may be denied.

Applicant's Signature: _____



Date: 11-16-16

ORDINANCE NO. _____

BY: COMMITTEE ON PUBLIC SAFETY AND WELFARE

TO AMEND SECTION 7.12 C OF THE CODE OF GENERAL ORDINANCES BY RESCINDING THEREFROM THE EASTBOUND AND WESTBOUND STOP SIGNS ON 45TH STREET AT THE INTERSECTION OF 8TH AVENUE AND TO INCLUDE NORTHBOUND AND SOUTHBOUND STOP SIGNS ON 8TH AVENUE AT THE INTERSECTION OF 45TH STREET. (District 2)

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

Section One: Section 7.12 C of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by rescinding the following hereto:

C. All vehicles traveling on the following streets shall stop before crossing the following streets:

Vehicles traveling East and West on 45th Street shall stop before entering the intersection with 8th Avenue.

Section Two: Section 7.12 C of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following:

C. All vehicles traveling on the following streets shall stop before crossing the following streets:

All vehicles traveling North/South on 8th Avenue shall stop before entering the intersection with 45th Street.

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

ATTEST: _____ City Clerk
Debra L. Salas

APPROVED: _____ Mayor Date: _____
John M. Antaramian

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

ORDINANCE NO. _____

BY: COMMITTEE ON PUBLIC
SAFETY AND WELFARE

TO AMEND SECTION 7.125 OF THE CODE OF GENERAL
ORDINANCES ENTITLED "STREETS CONTROLLED BY YIELD
SIGNS" TO INCLUDE AN EASTBOUND YIELD SIGN ON 49TH STREET
BEFORE ENTERING THE INTERSECTION WITH 5TH AVENUE.
(DISTRICT 2)

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

Section One: Section 7.125 of the Code of General Ordinances for the City
of Kenosha, Wisconsin, is hereby amended by including therein "49th Street" in Column "A" and
"5th Avenue" in Column "B".

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

ATTEST: _____ City Clerk
Debra L. Salas

APPROVED: _____ Mayor Date: _____
John M. Antaramian

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON ERIC HAUGAARD
CO-SPONSOR: ALDERPERSON ROCCO J. LAMACCHIA SR.
ALDERPERSON DAVE PAFF
ALDERPERSON CURT WILSON

**TO REPEAL, RECREATE AND RENUMBER SECTION 7.16
OF THE CODE OF GENERAL ORDINANCES, ENTITLED
RESTRICTING HEAVY VEHICLE TRAFFIC AND PARKING**

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

Section One: Section 7.16 of the Code of General Ordinances for the City of

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

7.16 RESTRICTING HEAVY VEHICLE TRAFFIC AND PARKING

A. Established ~~Trucks~~ Heavy Vehicle Traffic Routes. Pursuant to §348.17 of the Wisconsin Statutes, the following streets are designed as Heavy Vehicle Traffic Routes:

- Birch Road from Sheridan Road northwest to the City Limits.
- Roosevelt Road from ~~22nd Avenue~~ 63rd Street southwest to ~~38th~~ 39th Avenue.
- Sheridan Road from the southern City Limits to the northern City Limits.
- Washington Road from Sheridan Road west to the City Limits.
- 22nd Avenue from the southern City Limits to the northern City Limits.
- 30th Avenue from the southern City Limits to the northern City Limits.
- 39th Avenue from the southern City limits to the northern City Limits.
- 52nd Street from 6th Avenue west to the City Limits.
- 60th Street from Sheridan Road west to the City Limits.
- 63rd Street from Sheridan Road west to 30th Avenue.
- 75th Street from Sheridan Road west to City Limits.
- 80th Street from 22nd Avenue west to 39th Avenue.
- 91st Street from Sheridan Road west to 22nd Avenue.

B. Definitions.

1. "Heavy Vehicle" shall mean all Class 7 and 8 vehicles having a gross vehicle weight rating ("GVWR") of more than 26,000 pounds.

2. "Through Traffic" shall mean a Heavy Vehicle driven within the corporate limits of the City of Kenosha that does not have a point of origin or a point of destination within the City of Kenosha.

B.C. Regulation on Weight.

~~1. All heavy traffic having a combined weight of vehicle and load in excess of 6,000 pounds shall, when using the streets for the purpose of traveling through the City~~Through Traffic having a GVWR in excess of 26,000 pounds shall, operate only on Federal and State highways.

~~2. All heavy Heavy traffic Vehicles other than thru Through tTraffic, having a combined weight of vehicle and load in excess of 6,000 pounds, but not greater than 30,000 pounds, GVWR in excess of 26,000 pounds shall use the City Heavy Vehicle Traffic Routes. However, for the purpose of making pickups or deliveries at locations off the City Heavy Traffic Route, such traffic may deviate from such route provided the shortest and most direct route is used to and from the City Heavy Traffic Route.s set forth in Section A hereof. For the purpose of making a pickup or a delivery off the City Heavy Vehicle Traffic Route, such traffic may deviate from the City Heavy Vehicle Traffic Route provided the least distance possible is traveled on roads other than City Heavy Vehicle Traffic Routes. It is the intention of this Ordinance to minimize the use by Heavy Vehicles of streets not designated Heavy Vehicle Traffic Routes.~~

~~3. All heavy traffic, other than through traffic, having a combined weight of vehicle and load in excess of 30,000 pounds, but not greater than the State maximum for such vehicle shall use the City Heavy Traffic Routes. However, for the purpose of making a pickup or a delivery off the City Heavy Traffic Route at any one location, and only one location per trip, such traffic may deviate from the City Heavy Traffic Route provided the shortest and most direct route is used to and from the City Heavy Traffic Route.~~

~~4.~~ The Director of Public Works may reduce the load on any of the streets on City Heavy Traffic Routes when the construction of the street or the condition thereof in his judgment warrants such action.

C.D. Heavy Traffic Routes to be Marked. Appropriate signs shall be erected to give notice of the designation of the streets listed in Subsection A as heavy traffic routes. Whenever the maximum load shall be reduced by the Director of Public Works, signs shall be erected indicating the maximum load permissible.

C.E. Vehicles Exempt. This Section does not apply to vehicles owned by federal or state governments, or political subdivisions thereof, when actually engaged in government functions.

~~The restrictions herein contained shall not prohibit heavy traffic from using a street for the purpose of obtaining orders for supplies or moving or delivering supplies or commodities to~~

~~or from any place of business or residence fronting on such street. When it is necessary for the operator of such a vehicle to travel upon a street not designated for heavy traffic in Subsection A, such operator shall leave and re-enter such heavy truck routes at the point closest to his immediate destination.~~

EF. Special and Season Weight Limitations. The Director of Public Works shall have the authority to impose special or seasonal weight limits to prevent injury to the roadway of any highway, bridge or culvert within the jurisdiction of the City of Kenosha or for the safety of users of such highway, bridge or culvert and shall be responsible for erecting signs giving notice thereof in accordance with §349.16, Wis. Stats.

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

ATTEST: _____ City Clerk
Debra L. Salas

APPROVED: _____ Mayor Date: _____
John M. Antaramian

Passed:

Published:

Drafted By:
WILLIAM K. RICHARDSON,
Assistant City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON DAVE PAFF

TO CREATE PARAGRAPH 7.14 F.4. OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA REGARDING OPERATING TWO OR MORE ABREAST IN BICYCLE LANES

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

Section One: Paragraph 7.14 F.4. of the Code of General Ordinances

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

4. In a lane on a state highway where official signs designate the full lane may be used by bicycles.

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

ATTEST: _____ City Clerk/Treasurer
DEBRA L. SALAS

APPROVED: _____ Mayor
JOHN M. ANTARAMIAN

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON SCOTT N. GORDON

TO CREATE PARAGRAPH 6.02 A. 35. OF THE CODE OF GENERAL ORDINANCES REGARDING SPECIAL REGULATIONS FOR PARKS WITH POURED IN PLACE SURFACES

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

Section One: Paragraph 6.02 A. 35. of the Code of General Ordinances for the City

of Kenosha, Wisconsin, is hereby created as follows:

35. With regard to a poured-in-place surface:

a. Allow a dog, which the person owns or over which the person has charge, to enter or remain in an Enclosure that has a Poured-in-Place Surface within it; or

b. Wear Prohibited Shoes while on the Poured-in-Place Surface; or

c. Carry onto, transport onto, transmit onto, or permit to remain on the Poured-in-Place Surface, any liquid that is detrimental to a Poured-in-Place Surface, specifically including colored liquids, sugar-containing liquids, or corrosive liquids, specifically including juices and soft drinks.

The following definitions apply to this paragraph 35:

“Dog” means an animal of the *Canis familiaris* species; however, an animal that is recognized by the state of Wisconsin as a Service animal pursuant to Wisconsin Statutes, § 106.52(1)(fm) is exempt from this definition.

“Enclosure” is an area within a park, having a perimeter, at least eighty percent of which perimeter is comprised of a fence.

“Poured-in-Place Surface” means a rubber membrane comprised of at least two layers, which layers include a cushion layer and a wear course layer, each layer being comprised of a synthetic, compressible material, adherence within and between layers being accomplished by a binding agent or binding agents.

“Prohibited Shoes” means shoes with spikes or cleats, or a spiked heel.

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

ATTEST: _____ City Clerk
Debra L. Salas

APPROVED: _____ Mayor
John M. Antaramian

Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

Changes by Sponsor 11/29/16

SPONSOR: THE MAYOR

TO REPEAL SECTION 1.06 A.A. OF THE CODE OF GENERAL ORDINANCES ENTITLED "ETHICS BOARD", TO CREATE SECTION 1.295 OF THE CODE OF GENERAL ORDINANCES ENTITLED "CONFIDENTIALITY AND IMPARTIALITY; TO REPEAL AND RECREATE SECTION 29.06 OF THE CODE OF GENERAL ORDINANCES RELATING TO PENALTIES FOR FAILURE TO FILE A STATEMENT OF ECONOMIC INTEREST, AND TO REPEAL AND RECREATE CHAPTER 30 OF THE CODE OF GENERAL ORDINANCES ENTITLED "CODE OF ETHICS"

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

Section One: Section 1.06 A.A. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

Section Two: Section 1.295 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

1.295 CONFIDENTIALITY AND IMPARTIALITY

A. Definitions.

1. Covered Official means any individual holding an elective City office and any individual holding an elective City office serving as a member of a City Board, Committee, Commission or Authority, who is not otherwise covered under Chapter 30 of the Code of General Ordinances. Covered Official does not include any individual holding the office of municipal judge who is governed by State law.

2. Confidential Information means documents that are protected from disclosure under Wisconsin's Public Records Law as well as documents and conversations which are the subject of a closed session under the Wisconsin's Open Meetings Law. Confidentiality shall cease with respect to the following, as hereinafter specified:

- a. Contracts & Leases - When a final agreement is approved and executed by the parties.
- b. Litigation - When a final order or judgment has been entered by a court or administrative tribunal, and all appeals times have expired with regard to the final order or judgment, excepting matters of attorney/client privilege.

c. Claims Settlement Where No Litigation Exists - When a final release has been executed and received, excepting matters of attorney/client privilege.

d. Deeds and Easements - When a deed or easement is received and accepted.

e. Labor Negotiations - When a labor agreement is approved and executed.

Notwithstanding the above, the Mayor, City Administrator or Department Head responsible for any of the above may waive confidentiality, where a waiver will not damage the interest sought to be protected. However, in no event will the strategy used to achieve a given result be made public, nor will preliminary drafts of documents or agreements, unless required to document or support the City's position in a court of law or before any administrative agency.

3. Disclose, with respect to Confidential Information, means to provide, show or relate documents or conversations to a person who is not privy to Confidential Information or whose input is not essential or beneficial to the processing of a transaction.

4. Quasi-Judicial Capacity means to act in the capacity of an administrative hearing examiner, with respect to the following:

a. Employee disciplinary hearings before the Civil Service Commission, Board of Police and Fire Commissioners, or any other Board, Committee, Commission or Authority.

b. License or Permit suspension, revocation and nonrenewal hearings before the hearing body designated by ordinance or state statute.

Quasi-Judicial Capacity shall not include the process of determining whether or not charges are to be filed or action taken, nor shall it include any legislative acts.

The quasi-judicial process commences, for purposes hereunder, at the time a formal written complaint or appeal is served and filed and shall terminate upon a final decision being made and filed by the hearing body.

B. Construction

This Section shall be construed so as to acknowledge that it is subordinate to Federal and State laws, rules and regulations governing specific Covered Official conduct, and also so as to acknowledge that it is subordinate to Federal and State constitutional rights of a Covered Official.

C. Standards

1. Confidential Information.

a. No Covered Official may disclose any information gained during the course of their service in a confidential capacity to any person, where not expressly or impliedly authorized to do so, unless and until such information is or becomes a public record.

b. No Covered Official may use any information gained during the course of their service in a confidential capacity for their own personal financial gain unless and until such information is or becomes a public record.

The obligation to preserve confidentiality shall continue, following termination of service, for so long as the City's need for confidentiality exists, unless and until such information is or becomes a public record.

2. Quasi-Judicial Hearings.

a. No Covered Official, while acting in a Quasi-Judicial Capacity, may have ex-parte communications, oral or written, initiated or received, with any person having an interest in the matter, outside of the scope of the formal hearing process, when said communication bears on the merits of any issue which is pending before their respective hearing body. Procedural issues are not deemed issues which bear on the merits. A matter shall not be deemed pending until a complaint has been filed. A Covered Official acts in a Quasi-Judicial Capacity when serving on a body which is engaged in conducting a due process hearing.

b. A Covered Official who inadvertently violates the above subsection, shall forthwith notify, in writing, their respective body of the act, date of circumstances, and names of persons involved, attaching a copy of any written communications thereto. A copy of such notice shall also be served upon the parties, or their respective attorneys, which are a party directly involved in the hearing process.

c. No Covered Official may influence or attempt to influence any person who is engaged in conducting a quasi-judicial hearing outside of the hearing process, with respect to the merits of any issue.

D. Penalties

Except as hereinafter provided, anyone violating any of the provisions of this Section, upon conviction thereof, shall be subject to a forfeiture not to exceed One Thousand (\$1,000.00) Dollars, plus the payment of the costs of prosecution, assessments and surcharges, and in default of the timely payment thereof, shall either be committed to the County Jail for a period not to exceed ninety (90) days, or the Court may suspend the Defendant's motor vehicle operating privileges until the forfeiture, assessment, surcharges and costs are paid, except that the suspension period may not exceed one (1) year.

Section Three: Section 29.06 of the Code of General Ordinances for the

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

29.06 PENALTY

A. Any City officer or employee, other than the Mayor or an Alderperson, subject to this Chapter who fails to file a Statement of Economic Interest within the time provided in Section 29.04 shall be notified in writing of their failure to do so by the City Clerk/Treasurer. The notice shall provide that the City officer or employee file a Statement of Economic Interest within ten (10) calendar days and that their failure to do so shall subject them to suspension without pay from their office or position until such time as compliance with this Chapter is achieved. The City Clerk/Treasurer shall report noncompliance to the Mayor who shall be responsible for suspending the non-compliant City officer or employee without pay from their office or position until compliance is achieved. ~~In addition, noncompliance with this Chapter may also constitute a violation of the Code of Ethics contained in Chapter XXX of the Code of General Ordinances subject to enforcement and penalty as provided in the Code of Ethics.~~

B. Any Mayor or Alderperson subject to this Chapter who fails to file a Statement of Economic Interest within the time provided in Section 29.04 shall be notified in writing of their failure to do so by the City Clerk/Treasurer. The notice shall provide that the Mayor or Alderperson file a Statement of Economic Interest within ten (10) calendar days and that their failure to do so ~~may constitute a violation of the Code of Ethics contained in Chapter XXX of the Code of General Ordinances subject to enforcement and penalty as provided in the Code of Ethics.~~ shall subject them to the withholding of the payment of their salary and expenses. The City Clerk/Treasurer shall report noncompliance to the Director of Finance who shall be responsible for withholding payment of their salary and expenses until compliance is achieved.

C. Any candidate for elective City office subject to this Chapter who fails to file a Statement of Economic Interest within the time provided in Section 29.04 shall be precluded from having their name placed on the election ballot.

D. Any nominee for a City board, commission, authority or committee subject to this Chapter who fails to file a Statement of Economic Interest within the time provided in Section 29.04 shall be precluded from assuming the position to which they have been nominated.

~~E. In addition to any other penalties, any person violating any of the provisions of this Section shall, upon conviction, be subject to a forfeiture not to exceed One Thousand Dollars (\$1,000.00), together with the costs of prosecution, assessments and surcharges; and, in default thereof, shall be imprisoned for a period not to exceed ninety (90) days, or the Court may suspend the Defendant's motor vehicle operating privileges until the forfeiture, assessments, surcharges and costs are paid, except that the suspension period may not exceed one (1) year.~~

Section Four: Chapter 30 of the Code of General Ordinances for the City

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

30.01 PURPOSE

~~The purpose of the "CODE OF ETHICS" is to:~~

- ~~— A. Establish a standard of ethical conduct for covered personnel;~~
 - ~~— B. Require such financial disclosures as will enable the Code to be enforced; and,~~
 - ~~— C. Establish procedures which will assist covered personnel in determining their compliance with the Code before the fact, and in establishing a lack of intent for a violation in the event of an inadvertent violation.~~
- The purpose of this Code is to establish a standard of ethical conduct for a Covered Person; require such financial disclosures as will enable this Code to be enforced; establish procedures to assist a Covered Person in determining their compliance with this Code before the fact and in establishing a lack of intent for a violation in the event of an inadvertent violation; and to provide for the enforcement of this Code.

30.02 DEFINITIONS

A. ~~"CODE" Code shall mean the "CODE OF ETHICS";~~ this Code of Ethics.

B. ~~"COVERED PERSONNEL/PERSON" shall mean any City officer or employee, whether elected or appointed, paid or unpaid, full or part time, any member of any City Board, Committee, Commission or Authority, and any employee of the Library, Museum, Housing Authority and Redevelopment Authority. Covered personnel shall also mean, for purposes of §30.06 F., a former employee.~~ Covered Person means any non-elected City officer or employee, any non-elected member of any City Board, Committee, Commission or Authority, and any employee of the Library, Museum, Housing Authority and Redevelopment Authority. For purposes of Section 30.06 E. of this Code, Covered Person also means any former non-elected City officer or employee.

Covered Person does not include any candidate for an elective City office, any individual holding an elective City office, or any individual holding an elective City office serving as a member of any City Board, Committee, Commission or Authority.

Any candidate for elective City office, except a candidate for municipal judge, is considered a candidate for local public office subject to the code of ethics for candidates set forth in Section 19.59 of the Wisconsin Statutes, as may be amended from time to time. Any candidate for municipal judge is considered a candidate for state public office subject to the code of ethics for public officials set forth in Sections 19.41-19.58 of the Wisconsin Statutes, as may be amended from time to time.

Any individual holding an elective City office, except the office of municipal judge, and any individual holding an elective City office serving as a member of any City Board, Committee, Commission or Authority is considered a local public official subject to the code of ethics for local government officials set forth in Section 19.59 of the Wisconsin Statutes as may be amended from time to time.

Any individual holding the office of municipal judge is considered a state public official subject to the code of ethics for public officials set forth in Sections 19.41-19.58 of the Wisconsin Statutes as may be amended from time to time.

C. ~~"CONFIDENTIAL"~~ shall mean documents which are marked as "Confidential" and protected from disclosure, as such, under the State's Public Records Law; and documents and conversations which are the subject of an "Executive Session" permitted, as such, under the State's Open Meeting Law.

~~Confidentiality shall cease with respect to the following, as hereinafter specified:~~ Confidential Information means documents that are protected from disclosure under Wisconsin's Public Records Law as well as documents and conversations which are the subject of a closed session under Wisconsin's Open Meetings Law. Confidentiality shall cease with respect to the following as hereinafter specified:

1. Contracts & Leases - When a final agreement is approved and executed by the parties.
2. Litigation - When a final ~~O~~order or ~~J~~judgment has been entered by a ~~C~~court or ~~A~~administrative ~~T~~ribunal, and all appeal times have expired with regard to the final order or judgment, ~~e~~xcepting matters of ~~A~~attorney/~~C~~lient privilege.
3. Claims Settlement Where No Litigation Exists - When a final release has been executed and received, ~~e~~xcepting matters of ~~A~~attorney/~~C~~lient privilege.
4. Deeds and Easements - When a deed or easement is received and accepted.
5. Labor Negotiations - When a labor agreement is approved and executed.

Notwithstanding the above, the Mayor, City Administrator or Department Head responsible for any of the above may waive confidentiality, where a waiver will not damage the interest sought to be protected. However, in no event will the strategy used to achieve a given result be made public, nor will preliminary drafts of documents or agreements, unless required to document or support the City's position in a ~~C~~court of law or before any administrative agency.

D. ~~"DISCLOSE"~~Disclose, with respect to Confidential Information, means to provide, show or relate documents or conversations to a person who is not privy to ~~a transaction~~Confidential Information or whose input is not essential or beneficial to the processing of a transaction.

E. ~~"QUASI JUDICIAL CAPACITY"~~Quasi-Judicial Capacity means to act in the capacity of an administrative hearing examiner, with respect to the following:

1. Employee disciplinary hearings before the Civil Service Commission, Board of Police and Fire Commissioners, or any other Board, Committee, Commission or Authority.
2. License ~~and or~~ ~~P~~permit suspension, revocation and nonrenewal hearings before the hearing body designated by ~~O~~rdinance or ~~S~~tate ~~S~~statute.

~~Said term~~ Quasi-Judicial Capacity shall not include the process of determining whether or not charges are to be filed or action taken, nor shall it include any legislative acts.

The ~~Quasi-Judicial Process~~ shall commence, for purposes ~~hereunder of this Code~~, at the time a formal written complaint or appeal is served and filed and shall terminate upon a final decision being made and filed by the hearing body.

30.03 POLICY

It is the declared policy of the City of Kenosha that ~~a~~ Covered ~~p~~ Personnel act:

- A. Impartially and responsibly.
- B. Through the proper channels of the governmental structure.
- C. In accordance with the policies promulgated by the Mayor and Common Council.
- D. In obedience of all applicable laws, rules and regulations.
- E. In a manner as will promote public confidence.
- F. Without regard for personal gain attained through the use of their position, other than for authorized compensation.
- G. Without regard to age, race, creed, religion, color, handicap, sex, national origin, ancestry or sexual orientation, unless permitted by law.
- H. In accordance with employee work rules and relevant established standards of employee performance, where applicable.
- I. Within the scope of their authority.
- J. In full cooperation with other employees, except where prohibited by confidentiality.

30.04 CONSTRUCTION

This Code shall be construed so as to acknowledge that it is subordinate to Federal and State laws, rules and regulations governing specific ~~e~~ Covered ~~p~~ Personnel conduct, and also so as to acknowledge that it is subordinate to Federal and State ~~C~~ constitutional rights of a ~~e~~ Covered ~~p~~ Personnel. In the event of a clear and unambiguous conflict, this ~~Ordinance Code~~, with respect to employees, shall be subordinate to the Civil Service Ordinance and to any applicable labor agreement.

30.05 APPLICATION OF CODE

Any Covered ~~p~~ Personnel may protect themselves from the inadvertent violation of this Code by procuring a written advisory opinion from the City Attorney prior to acting. Any ~~e~~ Covered

~~p~~Personnel who acts in accordance with said opinion shall not be subject to prosecution under this Code, even if such interpretation is later reversed or withdrawn.

Any Covered ~~p~~Personnel may mitigate the consequence of an inadvertent violation of this Code by making a full disclosure of any facts which would form a basis for determining a violation of this Code, prior to acting, as hereinafter provided. Such disclosure will not preclude prosecution under this Code in the event of a violation thereof, but may be a mitigating factor which could lessen the severity of the offense and subsequent discipline. The required disclosure must be made in writing or noted in the minutes or record of proceedings of any unit or subunits of City government. ~~Any Covered Person who is a member of Members of the Common Council, Committees thereof or of~~ any City Board, Commission or Authority, shall make such disclosure to said respective body. City Department Heads shall make said disclosure to the Mayor or City Administrator. Other employees shall make said disclosure to their Department Head. Employees of the Library, Museum, Housing Authority and Redevelopment Authority shall make said disclosure to their respective Director.

30.06 STANDARDS FOR ETHICAL CONDUCT

A. Crimes Against Government And Its Administration. No ~~e~~Covered ~~p~~Personnel shall may violate Chapter 946, Wisconsin Statutes, "Crimes against Government and its Administration".

B. Public Contracts, Financial Transactions, Real Estate Transactions And The Purchase Or Sale Of Material, Supplies Or Services. No ~~e~~Covered ~~p~~Personnel shall may vote on or participate in a decision-making capacity in any transaction involving a City contract, City financial transaction, City real estate transaction, or in the purchase or sale of any material, supplies or services under circumstances in which they have a personal financial interest therein.

C. Gifts.

1. No ~~e~~Covered ~~p~~Personnel, within any calendar year, shall may accept any gift, favor, service, or thing of value, or combination or multiple thereof, from any one person, party, firm or corporation, which is related to City service or employment, which equals or is in excess of Fifty (\$50) Dollars.

2. No ~~e~~Covered ~~p~~Personnel, in the course of their service or employment, shall may give to any person any gift, favor, unauthorized service, or thing of value which may tend to gain any undue or improper favor for them or the City.

~~D. Campaign Contributions. Campaign contributions shall not be construed as gifts, etc. under Subsection C. hereof, but shall be reported by candidates for elected office in a timely manner in accordance with State law.~~

- ~~E~~D. Personal Use of City Property. No ~~e~~Covered ~~p~~Personnel shall may use or permit the use of City property for personal financial gain.

~~F~~E. Confidential Information.

1. No eCovered pPersonnel shall may disclose any information gained during the course of their service or employment in a confidential capacity to any person, where not expressly or impliedly authorized to do so, unless and until such information is or becomes a public record.

2. No eCovered pPersonnel shall may use any information gained during the course of their service or employment in a confidential capacity for their own personal financial gain unless and until such information is or becomes a public record.

The obligation to preserve confidentiality shall continue, following termination of service or employment, for so long as the City's need for confidentiality exists, unless and until such information is or becomes a public record.

GF. Laws, Rules and Regulations. No eCovered pPersonnel shall may, in the course of their service or employment, intentionally violate, cause to be violated, or direct to be violated any Federal, State or City law, rule or regulation.

HG. Discrimination. No eCovered pPersonnel shall may intentionally engage in any discriminatory conduct as prohibited by local, State or Federal law, rule or regulation.

IH. Representing Private Interests. No eCovered pPersonnel shall may represent any person or party before any City legislative, quasi-legislative, judicial or quasi-judicial body, other than for themselves or their spouse or child. ~~However, nothing herein contained shall be construed to prohibit an elected officer from representing their constituent before any such body.~~

IJ. Political Activity.

1. No eCovered pPerson shall may use, cause to be used, or direct to be used, any City personnel or equipment during working hours, for any political campaign.

2. No eCovered pPerson shall may coerce any employee or person to contribute monetary or other assistance to any political candidate, party or purpose, or to otherwise restrict any employee or person in the free exercise of their eConstitutional rights in such regard, except where such restriction is imposed by law, rule or regulation.

KJ. Quasi-Judicial Hearings.

1. No eCovered pPerson, while acting in a eQuasi-jJudicial eCapacity, shall may have ex-parte communications, oral or written, initiated or received, with any person having an interest in the matter, outside of the scope of the formal hearing process, when said communication bears on the merits of any issue which is pending before their respective hearing body. Procedural issues are not deemed issues which bear on the merits. A matter shall not be deemed pending until a complaint has been filed. A Covered pPersonnel acts in a eQuasi-jJudicial eCapacity when serving on a body which is engaged in conducting a due process hearing.

2. Any eCovered pPerson who inadvertently violates the above subsection, shall forthwith notify, in writing, their respective body of the act, date of circumstances, and names of persons

involved, attaching a copy of any written communications thereto. A copy of such notice shall also be served upon the parties, or their respective attorneys, which are a party directly involved in the hearing process.

3. No ~~e~~Covered ~~p~~Person ~~shall~~may influence or attempt to influence any person who is engaged in conducting a quasi-judicial hearing outside of the hearing process, with respect to the merits of any issue.

~~L~~K. ~~Not For Profit Corporate Affiliations. Anyone covered under Section 30.02 B. of the Code of General Ordinances, especially members of the City Common Council, shall disclose any and all affiliation(s) they may have with any not for profit organization seeking financial support from the City of Kenosha. Disclosure shall occur at the earliest time practicable and shall be included in the disclosure required pursuant to Section 30.07. Common Council members shall refrain from voting on funding applications of organizations with which they, or an immediate family member, serve as a Director, officer or in any paid position. "Immediate Family" shall mean a spouse, cohabitant or domestic partner.~~For Profit and Not-For-Profit Organization Affiliations. A Covered Person shall disclose any and all affiliation they may have with any for profit and not-for-profit organization seeking financial support from the City of Kenosha. Disclosure shall occur at the earliest time practicable and a Covered Person who is subject to Chapter 29 of the Code of General Ordinances shall make such disclosure on the Statement of Economic Interest required thereunder.

~~30.07 STATEMENT OF ECONOMIC INTEREST~~

~~—Any person covered under Section 30.02 B. of the Code of General Ordinances and who is subject to Chapter XXIX of the Code of General Ordinances shall file a true, correct and complete Statement of Economic Interest required thereunder. The failure to file a true, correct and complete Statement of Economic Interest shall be unlawful and constitute a violation of this Code of Ethics subject to enforcement and penalty as provided in this Code.~~

~~30.08 ADMINISTRATION AND ENFORCEMENT~~

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

~~30.09 ADVISORY OPINIONS~~

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

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

~~30.10 COMPLAINTS~~

~~—A. Filing of Complaints. Any person may file a complaint against any covered person alleging a violation of the Code of Ethics with the Ethics Board. The complaint shall be filed with the City Department of Human Resources. The complaint shall be in writing and shall be verified. A separate written verified complaint shall be required for each named covered person. The complaint shall state with specificity the date of the alleged offense, the provision of the Code of Ethics alleged to have been violated, and the facts and circumstances upon which the allegations are based. Allegations shall be deemed to be made upon personal knowledge unless stated as being made upon information and belief. Within fifteen working days of the filing of the complaint, the director of the Department of Human Resources or his/her designee shall forward by quickest reasonable means a copy of the complaint to the chair of the Ethics Board. For purposes of this section, "working day" means a day that City administration is open to the public for the conduct of regular business.~~

~~—B. Sufficiency of Complaints. Within forty five (45) working days of the filing of the verified complaint with the Department of Human Resources, the Ethics Board shall forward by regular mail to the accused covered person a copy of the verified complaint and a general statement of the applicable provisions of the Code of Ethics. Within twenty (20) working days after mailing, the Ethics Board shall meet to determine whether based upon the face of the verified complaint sufficient facts are alleged to constitute a violation of the Code of Ethics. If the Ethics Board determines that the verified complaint does not allege facts sufficient to constitute a violation of the Code of Ethics, the Ethics Board shall dismiss the complaint and notify the complainant and the accused covered person. If the Ethics Board determines that the verified complaint was brought for harassment purposes, the Ethics Board shall so state.~~

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

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

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

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

~~30.11 POWERS~~

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

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

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

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

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

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

~~30.12 PROBABLE CAUSE OF VIOLATION~~

~~— Upon conclusion of the investigation, the Ethics Board shall make a determination of whether or not probable cause exists to believe that a violation of the Code of Ethics has occurred. If the Ethics Board determines that no probable cause exists, the Ethics Board shall send written notice of such determination to the accused covered person and the complainant as soon as practicable. If the Ethics Board determines that there is probable cause to believe that a violation of the Code of Ethics has occurred, the Ethics Board shall issue written findings of fact and conclusions setting forth the basis for the probable cause finding which may also contain a referral to the district attorney recommending further investigation and possible prosecution and /or an order setting a date for a hearing to determine whether a violation of the Code of Ethics has occurred. The notice of hearing, probable cause findings and conclusions and a copy of the complaint shall be served upon the accused covered person. The hearing shall be held within forty five (45) days after the date it is ordered unless the accused covered person petitions for and the Ethics Board consents to a later date. The Board of Ethics shall provide the accused covered person or his or her counsel exculpatory evidence in the possession of the Ethics Board.~~

~~30.13 INVESTIGATION AND HEARING PROCEDURE~~

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

~~30.135 ALTERNATE HEARING PROCEDURE~~

~~— The City may enter into an intergovernmental cooperation agreement with any other municipality to provide reciprocal hearing services. Unless there is an objection from the covered person responding to the Complaint, if the City has entered into such an intergovernmental cooperation agreement, notwithstanding the provisions of Section 30.13, the hearing on the Complaint shall be heard by the ethics board of the other municipality pursuant to the intergovernmental cooperation agreement. In the event of an objection by the accused covered person responding to the Complaint, the hearing will be conducted pursuant to the procedures in Section 30.13, the intergovernmental cooperation agreement notwithstanding. An objection by the accused covered person to the application of the hearing process articulated in~~

~~the intergovernmental cooperation agreement must be made by filing such objection in writing with the City Clerk within seven days of the service of the finding of probable cause upon the accused covered person, or it is deemed waived.~~

~~30.14 DETERMINATIONS~~

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

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

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

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

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

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

- ~~—1. the employee be required to conform his or her conduct to the Code of Ethics,~~
- ~~—2. the City Attorney commence a civil forfeiture action in Municipal Court against the employee for a violation of the Code of Ethics,~~
- ~~—3. the District Attorney investigate and/or prosecute the employee for a violation of the Code of Ethics, or~~
- ~~—4. the employee be disciplined or discharged from employment. Notwithstanding the foregoing, no employee subject to the jurisdiction of the Civil Service Commission or the Board~~

~~of Police and Fire Commissioners shall be suspended or removed other than in accordance with the rules and regulations thereof.~~

~~30.15 REIMBURSEMENT OF LEGAL EXPENSES~~

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

~~30.16 PUBLIC INSPECTION OF RECORDS~~

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

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

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

~~30.17 FAILURE TO COOPERATE~~

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

~~30.18 SEVERABILITY~~

~~— If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, as finally determined by a court of record, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.~~

30.19 PENALTY

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

30.07 ENFORCEMENT

~~_____ This Code shall be enforced by outside legal counsel, hereinafter known as the "Enforcing Officer". The Enforcing Officer shall be appointed on an as-needed basis by the City Attorney.~~

30.08 INVESTIGATION OF COMPLAINTS

~~_____ A. Filing of Complaints. Any officer, employee, citizen of the City of Kenosha or person involved in any City transaction, may file a complaint against any named Covered Person with the Enforcing Officer through the City Human Resources Department alleging a violation of this Code. A separate complaint shall be required for each named Covered Person. Complaints must specify the date of the alleged offense and the provision of this Code alleged to have been violated. Allegations shall be deemed to be made upon personal knowledge unless stated as being made upon information and belief.~~

~~_____ B. Investigation. The Enforcing Officer shall accept and investigate any verified complaint, submitted in writing, and signed and sworn to under oath from any authorized complainant, which states the name of any Covered Person alleged to have committed a violation of this Code and which sets forth the alleged violations. The Enforcing Officer, within ten (10) working days of the receipt thereof, shall forward to the accused Covered Person a copy of the complaint and a general statement of the applicable Code provisions. If the Enforcing Officer determines that the verified complaint, on its face, even if true, does not allege facts sufficient to constitute a violation of this Code, the Enforcing Officer shall dismiss the complaint and notify the complainant and the accused Covered Person. If the Enforcing Officer determines that the verified complaint, on its face, alleges facts, which, if true, may be sufficient to constitute a violation of this Code, the Enforcing Officer shall make an investigation with respect thereto. If the Enforcing Officer determines that the verified complaint was frivolous, the Enforcing Officer shall so state. The complaint shall be a public record upon filing. However, the investigation, while pending, shall be confidential in nature. The final disposition of the complaint shall be a public record.~~

~~_____ Pursuant to any investigation conducted under this Chapter, the Enforcing Officer has the power to require any Covered Person to submit, in writing, such reports and answers to questions relevant to the investigation as the Enforcing Officer may prescribe, such submission to be made within such period and under oath, or otherwise, as the Enforcing Officer may determine.~~

~~_____ No investigation of any Covered Person may be commenced until the Covered Person, who is the subject of the investigation, has been furnished with a copy of the complaint as herein provided. Should the Enforcing Officer during the course of the investigation find probable cause to believe that violations other than those alleged in the verified complaint occurred, the Enforcing Officer may, on the Enforcing Officer's own motion, cause the complaint to be amended to include~~

said violations and, in such event, the Enforcing Officer shall furnish the complainant and the Covered Person with a copy thereof, in the same manner as provided herein for new complaints.

C. Limitations. No complaint shall be made or processed before the Enforcing Officer where the alleged violation of this Code occurred after the effective date of this Code, but where the alleged violation of this Code occurred more than one (1) year prior to the date of the filing of a verified complaint with the City Human Resources Department.

D. Probable Cause of Violation. At the conclusion of the investigation, the Enforcing Officer shall make a determination of whether or not probable cause exists to believe that a violation of this Code has occurred. If the Enforcing Officer determines that no probable cause exists, the Enforcing Officer shall send written notice of such determination to the accused Covered Person and to the complainant as soon as practicable. If the Enforcing Officer determines that probable cause exists to believe that a violation of this Code has been committed, the Enforcing Officer may commence a civil forfeiture action in the City Municipal Court and/or recommend disciplinary action.

30.09 DISCIPLINE

Upon receipt of a Municipal Court Judgment that this Code had been violated, and/or recommendations by the Enforcing Officer for disciplinary action, a Covered Person may be disciplined by the appropriate disciplinary authority in accordance with Chapter 17 of the Wisconsin Statutes, where applicable or in accordance with other applicable law; but no Covered Person subject to the jurisdiction of the Civil Service Commission or to the Board of Police and Fire Commissioners shall be suspended or removed otherwise than as in accordance with said applicable laws, rules and regulations.

30.10 UNFOUNDED COMPLAINTS

In the event a Covered Person should be charged under this Code and the charges are dropped or dismissed, the Covered Person shall be paid by the City for the reasonable cost of their defense, upon assigning to the City any cause or action they may have for malicious prosecution. The City may pursue such assigned cause of action to recover the costs of defense against the person bringing the unfounded charges.

30.11 SEVERABILITY

If any provision of this Code is invalid or unconstitutional, or if the application of this Code to any person or circumstances is invalid or unconstitutional, as determined by a court of record, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Code which can be given effect without the invalid or unconstitutional provision or application.

30.12 PENALTY

Any Covered Person who violates this Code shall be subject, upon conviction, to a forfeiture of not more than One Thousand (\$1,000) Dollars, plus the cost of prosecution for each violation, and in the event of failure to make timely payment thereof shall be committed to the

County Jail for a period not to exceed thirty (30) days.

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

ATTEST: _____ City Clerk/Treasurer
DEBRA L. SALAS

APPROVED: _____ Mayor Date: _____
JOHN M. ANTARAMIAN

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



TO: Mayor John M. Antaramian
Members of the Common Council

FROM: Rich Schroeder, Community Development & Inspections

RE: **Ordinance by the Mayor - Attachment and Zoning District Classification Under Section 66.0307, Wisconsin Statutes, and the City of Kenosha/Town of Somers, State Approved Cooperative Plan, Property name: Portions of County Trunk Highway – Washington Road Right-of-Way located East of State Highway 31 to approximately 43rd Avenue, from the Town of Somers, Kenosha County, Wisconsin. (County Trunk Highway S/Washington Road Right-of-Way)**

DATE: December 1, 2016

This Ordinance will Attach parts of Washington Road/County Trunk Highway (CTH) S right-of-way, East of STH 31, to the City.

Upon Attachment, all the right-of-way for CTH S, East of STH 31, would be in the located in the City. This Attachment is consistent with the City of Kenosha/Town of Somers Cooperative Plan.

A recommendation is made to approve the attached Ordinance.

RS:ks
Attachment

ATTACHMENT ORDINANCE
Under Section 66.0307, Wisconsin Statutes,
and the City of Kenosha/Town of Somers
State Approved Cooperative Plan

Property Name: Portions of County Trunk Highway – Washington Road Right-Of-Way

Located at: East of State Highway 31 to approximately 43rd Avenue

From the Town of Somers, Kenosha County, Wisconsin
[County Trunk Highway S /Washington Road Right-Of-Way]

ORDINANCE NO. _____

BY: THE MAYOR

Attaching to the City of Kenosha, Wisconsin, territory in the Town of Somers, Kenosha County, Wisconsin, City of Kenosha/Town of Somers State Approved Cooperative Plan, the Common Council of the City of Kenosha, Wisconsin, does ordain as follows:

Section One: Territory Attached. In accordance with City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005, and pursuant to the First Amendment to the City of Kenosha and Town of Somers Cooperative Boundary Plan as approved by the Wisconsin Department of Administration on September 14, 2015, the territory in the Town of Somers, Kenosha County, Wisconsin, road rights-of-way, described on the attached legal description, Exhibit "A", and map, Exhibit "B", is hereby attached to the City of Kenosha, Wisconsin, as hereinafter provided.

Section Two: Effect of Attachment. From and after the effective date of this ordinance, the territory described in Section One shall be a part of the City of Kenosha for any and all purposes provided by law, and all persons coming or residing within such

territory shall be subject to all Ordinances, rules and regulations governing the City of Kenosha.

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

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

ATTEST: _____ City Clerk
 Debra L. Salas

APPROVED: _____ Mayor Date: _____
 John M. Antaramian

Passed:

Published:

Drafted By:
Edward R. Antaramian
City Attorney

Exhibit A

Roadway Jurisdictional legal descriptions City/Somers

County Trunk Highway "S" – Washington Avenue

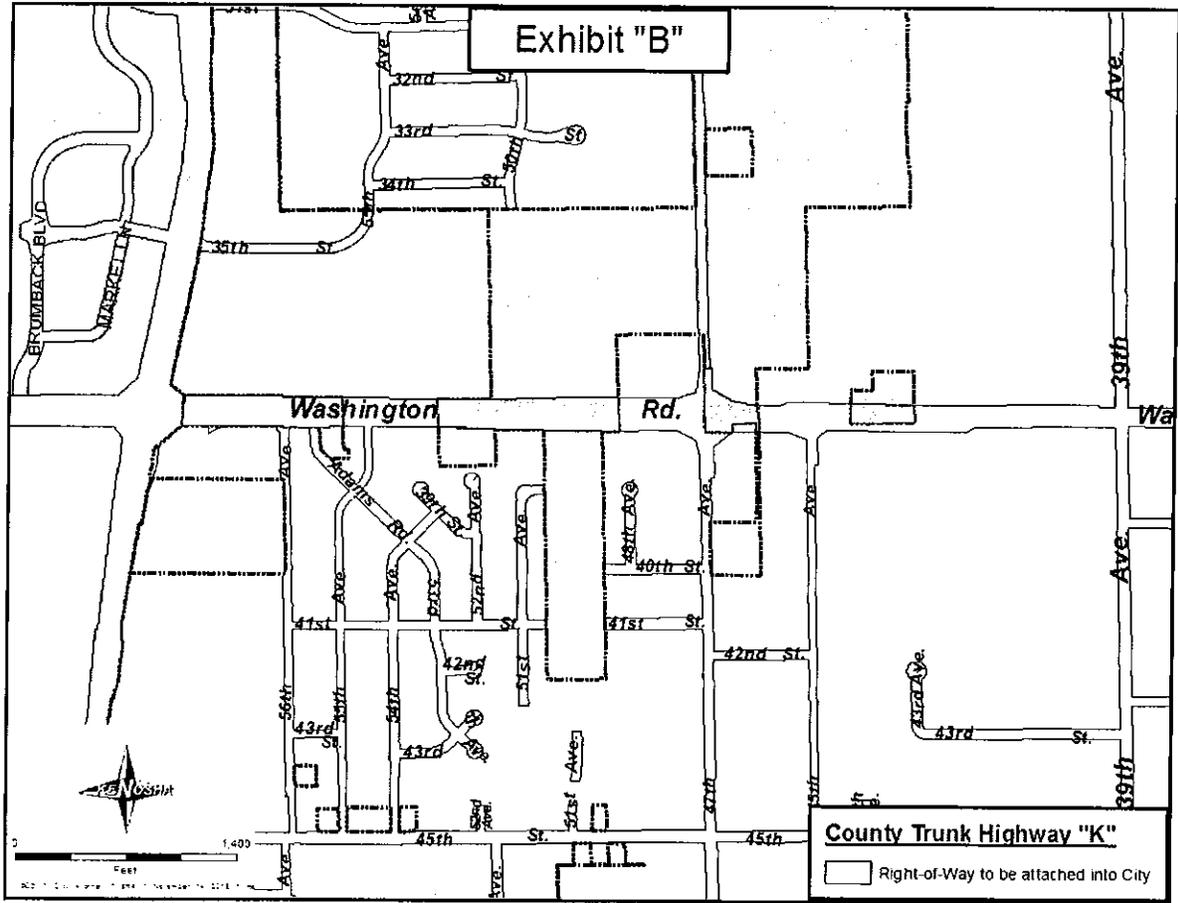
- 1) Commencing at the West $\frac{1}{4}$ corner of Section 26, Township 2 North, Range 22 East of the Fourth Principal Meridian; thence north along the west line of the Northwest $\frac{1}{4}$ of said section 26 150.07 feet to the north right of way line of State Trunk Highway 142 (Washington Road) and the place of beginning of the following description thence; S $89^{\circ}41'29''$ E along the north line of Washington Road 379.92 feet; thence S $01^{\circ}37'06''$ E 143.66 feet to the south line of the Northwest $\frac{1}{4}$ of said section 26, thence; S $00^{\circ}39'28''$ E 40 feet to the South line of Washington Road said point being the northwest corner of lot 2 Dowse Company Little Ranches Subdivision a subdivision recorded in the Kenosha County Register of Deeds Office as document 61352; thence S $89^{\circ}20'32''$ W along a line 40 feet south of the south line of the Northwest $\frac{1}{4}$ of said section 26 to a point on the west line of said section 26; thence north along the west line of said section 26 to a point being 33 feet south along the west line of said section from the west $\frac{1}{4}$ corner of said section, said line being the south line of Washington Road; thence S $89^{\circ}44'45''$ W along the south line of Washington Road being 33 feet south of the north line of the Southeast $\frac{1}{4}$ of Section 27, Township 2 North, Range 22 East of the Fourth Principal Meridian; 646.9 feet to an angle point being the intersection of the South line of Washington Road with the East line of State Trunk Highway 31; thence northeasterly to angle point located at the intersection of the East line of State Trunk Highway 31 with the North line of Washington Road said point being 160 feet north of the south line of the Northeast $\frac{1}{4}$ of said Section 27 at the southwest corner of lot 2 Certified Survey Map 2675 recorded in the Kenosha County Register of Deeds Office as document number 1628568; thence N $89^{\circ}44'45''$ E along the north line of Washington Road being the south lines of lot 2 and 3 of said Certified Survey Map 2675, 618.56 feet to the west line of the Northwest $\frac{1}{4}$ of said Section 26; thence South along the west line of the Northwest $\frac{1}{4}$ of said Section 26, 10 feet to the place of beginning. Said land being in the Town of Somers, County of Kenosha, State of Wisconsin.

- 2) Commencing at the southeast corner of the Northwest $\frac{1}{4}$ of Section 26, Township 2 North, Range 22 East of the Fourth Principal Meridian; thence S $89^{\circ}20'32''$ W along the south line of the Northwest $\frac{1}{4}$ of said Section 26 1362.78 feet; thence N $01^{\circ}37'06''$ W 127.93 feet to the place of beginning; thence S $89^{\circ}41'29''$ E along the north line of Washington Road 39.79 feet; thence N $88^{\circ}01'05''$ E along the north line of said road 500.40 feet; thence S $89^{\circ}41'29''$ E 267.44 feet; thence S $01^{\circ}49'41''$ E to the south line of the Northwest $\frac{1}{4}$ of said Section 26; thence S $01^{\circ}25'48''$ E parallel with the east line of the Southwest $\frac{1}{4}$ of said Section 26, 75.81 feet to the south line of Washington Road; thence N $89^{\circ}41'28''$ W along the south line of Washington Road to the northeast corner of Certified Survey Map 491 recorded in the Kenosha County Register of Deeds Office as document number 629138; thence continue N $89^{\circ}41'28''$ W along the south line of Washington Road to the northeast corner of lot 15 Meadow Heights Estates Subdivision a subdivision recorded in the Kenosha County Register of Deeds Office as document number 1263865; thence continue westerly along south line of Washington Road to the northwest corner of lot 14 of said subdivision; being a point on the west line of the east $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 26; thence north along the west line of the east $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 26, 10 feet; to a point being 52.6 feet south of the north line of the Southwest $\frac{1}{4}$ of said Section 26; thence N $89^{\circ}41'29''$ W along the South line of said road 361.67 feet; thence N $01^{\circ}30'56''$ W 45.2 feet to the

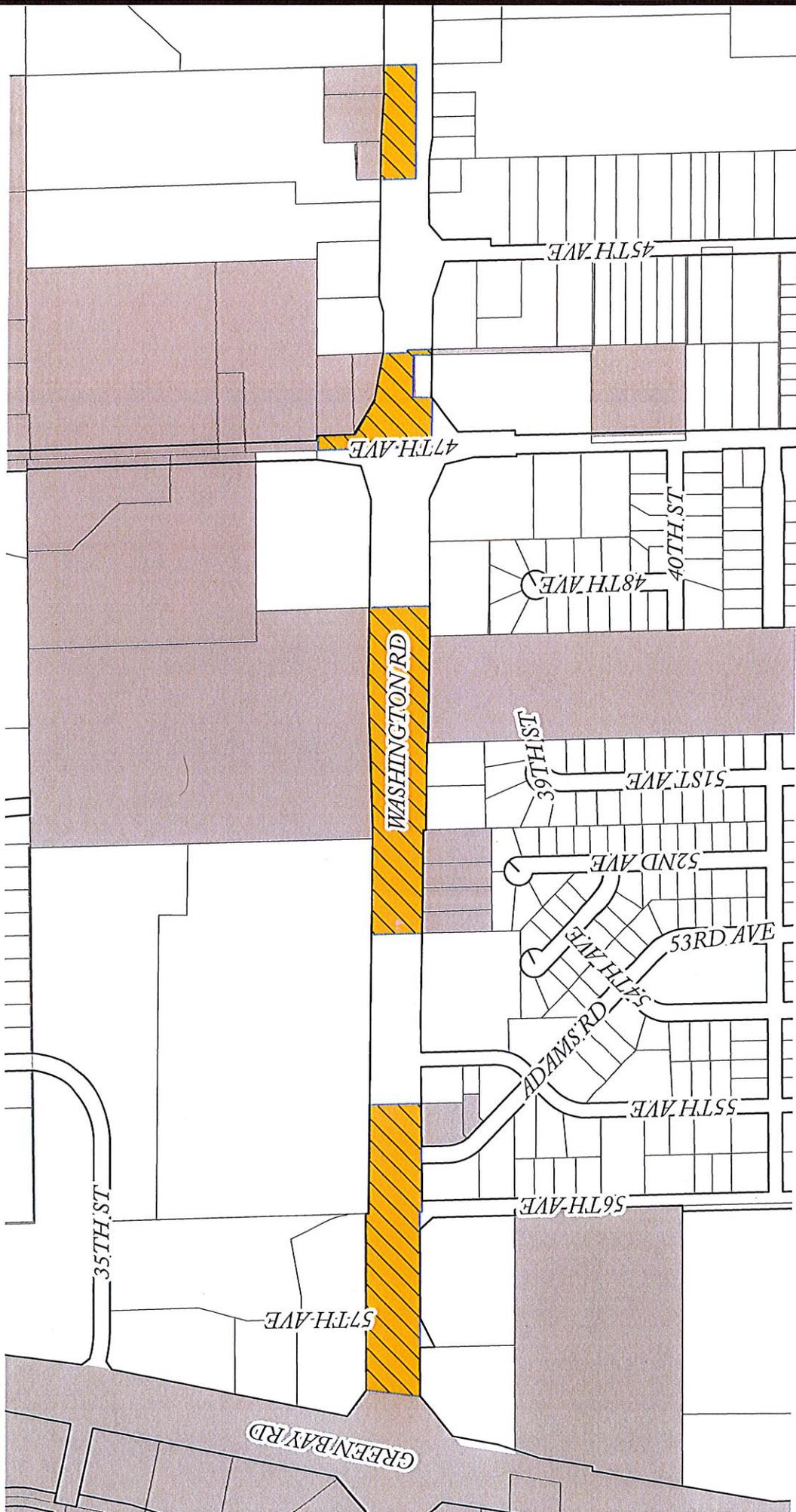
south line of the Northwest ¼ of said Section 26; thence N 01°37'06" W 133.59 feet to the north line of Washington Road; thence S 89°41'29" E 335.96 feet to place of beginning; said lands being in the Town of Somers, County of Kenosha, State of Wisconsin.

- 3) Commencing at the southwest corner of the Southwest ¼ of the Northeast ¼ of Section 26, Township 2 North, Range 22 East of the Fourth Principal Meridian; thence east on the south line of said quarter quarter section 330 feet to the place of beginning; thence N 0°16'41" W parallel with the west line of said quarter quarter section to a point 75 feet N 01°51'19" E of the reference line of State Trunk Highway (said reference line begins in the west line of said Northeast ¼ at a point 14.88 feet N 0°16'41" W of the southwest corner of the Northeast ¼ it runs S 88°08'41" E 1060.73 feet to a point in the south line of said northeast quarter which is 1060.28 feet east of the southwest corner of said Northeast ¼ as described in volume 862 page 25 document number 538473 of documents recorded with the Kenosha County Register of Deeds Office); thence northwesterly to a point which is 173.45 feet S 88°08'41" E from the west line of the Northeast ¼ of said section and 100 feet N 01°51'19" E from the highway reference line; thence northwesterly to a point that is 181.5 feet North of the southwest corner of the Northeast ¼ of said Section 26 along the west line of the Northeast ¼ and N 89°30'17" E 50.01 feet from said west line of the Northeast ¼ ; thence north parallel to the west line of the Northeast ¼ of said section 132 feet; thence S 89°30'17" W 50.01 feet to a point being 313.5 feet north along the west line of the Northeast ¼ of said Section 26; thence South along said west line 313.5 feet to the southwest corner of the Northeast ¼ of Section 26; thence south along the west line of the Southeast ¼ of said Section 26 to a point where the west line of said quarter section intersects a point that is 100 feet south of highway reference line as previously stated; thence S 89°41'30" E to a point that is 100 feet south of the highway reference line and 173.45 feet east along said highway reference line from the intersection of said line with the west line of the Northeast ¼ of said Section 26; thence north parallel with the west line of the Southeast ¼ of said Section 26 to a point 33 feet south of the north line of the Southeast ¼ ; thence easterly parallel with and 33 feet south of the north line of the Southeast ¼ to a point that is 33 feet south of the north line of the Southeast ¼ and 330 feet east of the southwest corner of the Southwest ¼ of the Northeast ¼ of Section 26; thence North to the place of beginning. Said lands being in the Town of Somers, County of Kenosha, State of Wisconsin. Also commencing at the northwest corner of the Southeast ¼ of Section 26, Town 2 North, Range 22 East of the Fourth Principal Meridian; thence south along the west line of said ¼ section to a point being 100 feet S 0°18'30" W from the highway reference line being N 01°49'41" W of said northwest corner of southeast ¼ and bearing S 89°41'30" E from the west line of the Northeast ¼ of said Section 26; thence S 89°41'30" E, 171 feet; thence N 01°18'30" E to a point being 33 feet south of the north line of the Southeast ¼ ; thence S 89°41'30" E 148.8 feet to the place of beginning; thence S 01°18'30" W to a point being 100 feet south of the highway reference line and 319 feet S 89°41'30" E from the west line of said Southeast ¼ thence S 89°41'30" E 20 feet; thence N 01°49'41" W to a point approximately 339 feet S 89°41'30" E of the northwest corner of said Southeast ¼ of said Section 26; thence N 89°41'30" W 20 feet; thence S 01°49'30" E to a point being 33 feet south of the north line of the Southeast ¼; thence N 89°41'30"W to the point of beginning; Said lands being in the Town of Somers, County of Kenosha, State of Wisconsin.
- 4) Commencing at a point on the south line of the Northeast ¼ of Section 26, Township 2 North, Range 22 East of the Fourth Principal Meridian that is 857.82 feet N 89°30'17" E from the southwest corner of the Northeast ¼ of said Section 26; thence N 01°45'15" W 92.90 feet; thence S 89°41'31" E 76.34 feet (recorded as 76.56 feet) along the North line of Washington Road to the place of beginning; thence easterly parallel with the south line of the Northeast ¼ and along the north line of Washington Road 132 feet to a point that is 90 feet north as measured parallel to the east line from the Southwest ¼ of the Northeast ¼ of said Section 26; thence easterly along the North line of Washington road to a point

being 80 feet north of and 100 feet west of the southeast corner of the Southwest ¼ of the Northeast ¼; thence N 89°30'17" E 100 feet to the east line of the Southwest ¼ of the Northeast ¼ of said Section 26; thence South along the east line of the Southwest ¼ of the Northeast ¼ of said Section 26; to a point being 33 feet south of the North line of the Southeast ¼ of said Section 26; thence westerly parallel with the north line of the Southeast ¼ of said section 396 feet; thence northerly to the place of beginning. Said lands being in the Town of Somers, County of Kenosha, State of Wisconsin.



Official Map Amendment
County Trunk Highway "S" Right-of-Way Attachment



Property to be Attached to the City of Kenosha:

 Washington Road (County Highway "S")



ORDINANCE NO. _____

SPONSOR: THE MAYOR

TO REPEAL AND RECREATE SUBPARAGRAPH 13.015 E.
OF THE CODE OF GENERAL ORDINANCES REGARDING
TEMPORARY CEMENT BATCH PLANTS

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

Section One: Subparagraph 13.015 E. of the Code of General Ordinances for the

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

E. Issuance. Licenses hereunder shall be issued by the Common Council following an investigation and report by the Health Department and Department of Community Development and Inspections to the ~~Committee on Licenses/Permits~~ Committee on Finance and following a report and recommendation of the ~~Committee on Licenses/Permits~~ Committee on Finance to the Common Council, to all applicants complying with the following criteria.

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

ATTEST: _____ City Clerk
Debra L. Salas

APPROVED: _____ Mayor
John M. Antaramian

Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

SPONSOR: THE MAYOR

**TO REPEAL AND RECREATE SUBSECTION 12.001 B. 1. OF THE
CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA
REGARDING AMUSEMENT DEVICE LICENSE REQUIRED**

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

Section One: Subsection 12.001 B.1. of the Code of General Ordinances

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

1. Amusement Device License. No person, corporation or other legal entity which has possessory control of any commercial premises, shall permit, keep, or maintain an amusement device(s) as herein defined without first obtaining an "amusement device" license to be issued by the City Clerk. The annual fee for such license shall be ~~Thirty-Sixty~~ (\$360.00) Dollars for the first device and ~~Thirty-Sixty~~ (\$360.00) Dollars for each additional device located on the premises. Any location where there are ten (10) or more amusement devices on the premises shall also be subject to the licensing requirements of §12.01 of the Code of General Ordinances. In the event that the Licensee shall add additional devices during the licensing period it shall be the licensee's responsibility to advise the City Clerk of any increase in the number of such devices and pay the appropriate fee prior to installing the additional device. The Clerk shall issue an updated license in the event additional devices are added during the license term. All licenses shall expire on the Thirtieth (30th) day of June each year and there shall be no pro-ration or adjustment of a license fee for less than one (1) year. The license shall not be transferable. Upon written notice to the City Clerk by the Licensee, devices added for the purpose of conducting a state or city tournament shall be exempt from this provision. Notice shall be filed with the City Clerk seven (7) days prior to the start of the tournament. Upon completion of the tournament, the devices shall be removed from the premises or be subject to licensing.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk/Treasurer
DEBRA L. SALAS

APPROVED: _____ Mayor
JOHN M. ANTARAMIAN

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

Thursday, November 10, 2016 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

Zoning Ordinance by the Mayor – To Rezone the property at 4621 and 4627 38th Avenue from B-2 Community Business District to RG-2 General Residential District [in conformance with Section 10.02 of the Zoning Ordinance]. (Habitat for Humanity of Kenosha, Inc.) (District 10) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Kennedy, District 10, has been notified. Property owners within 100 feet of the proposed rezoning were notified. The Common Council is the final review authority.

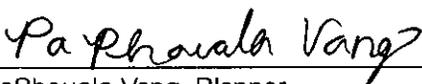
LOCATION AND ANALYSIS:

	<u>Vicinity Zoning</u>	<u>Land Use</u>
Site: 4621 and 4627 38th Avenue	North: IP Institutional Park	Church
Neighborhood: Wilson	South: B-2 Community Business	Mixed Residential
	East: RG-2 General Residential	4-Unit Residential
	West: RG-1 General Residential	Mixed 1 & 2 Family Residential

1. The owner of the property is requesting to rezone the property from *B-2 Community Business District* to *RG-2 General Residential District*. The rezoning is to allow construction of single family homes.
2. Rezoning of the property to *RG-2 General Residential District* is consistent with the adopted *Comprehensive Plan for the City of Kenosha: 2035*. This Plan designates this site as *Medium-High Density Residential*.
3. The rezoning is also in compliance with the *Wilson Neighborhood Plan*, which calls for detached single-family residential development for the lots. The rezoning will be compatible with the surrounding land uses.
4. The final development will also be required to be in compliance with the applicable City and State Ordinances, Codes and development standards.

RECOMMENDATION:

A recommendation is made to approve the rezoning in accordance with Section 10.05 of the Zoning Ordinance.



PaPhouala Vang, Planner



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2016/NOV10/Staff-rezone-38ave.doc

REZONING ORDINANCE NO. _____

SPONSOR: THE MAYOR

To Rezone the Property at 4621 and 4627 38th Avenue from B-2 Community Business District to RG-2 General Residential District in Conformance with Section 10.02 of the Zoning Ordinance. (Habitat for Humanity of Kenosha, Inc.) (District 10)

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

Section One: That the land shown on the attached Supplement Map No. Z7-16 be, and the same hereby is, zoned and districted as indicated on said map.

Section Two: This Ordinance shall be in full force and effect upon passage and the day after its publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

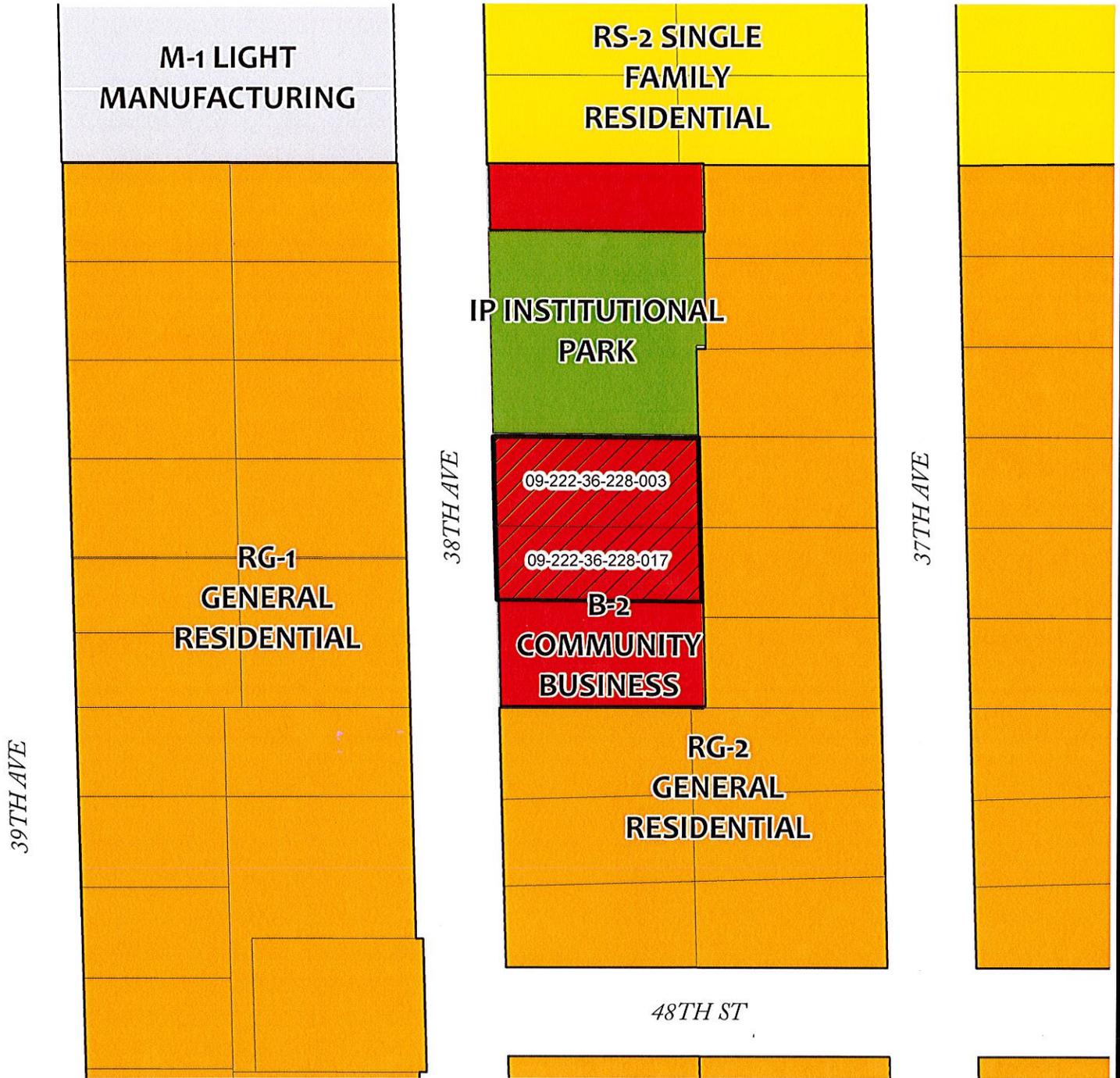
Drafted by:
JONATHAN A. MULLIGAN
Assistant City Attorney

City of Kenosha

District Map
Rezoning

Supplement No. Z7-16
Ordinance No. _____

Habitat for Humanity petition



Property Requested to be Rezoned from:

 B-2 Community Business to RG-2 General Residential



0 100
Feet



Help build it!

The Honorable Mayor
and Members of the Common Council
Kenosha, WI

Dear Members of the Common Council:

It is requested that my properties located at 4621 and 4627 38th Avenue be rezoned from B-2 Community Business to RG-2 General Residential. The purpose of the rezoning is to permit construction of a single family homes on each of the two properties by Habitat for Humanity of Kenosha, Inc.

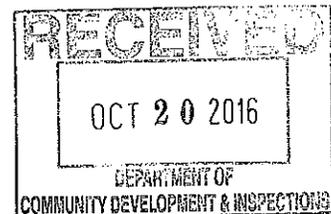
Attached is a conceptual development plan as required by Section 10 of the City of Kenosha Zoning Ordinance, and a receipt of the rezoning fee. I understand that development of the referenced properties proposed for rezoning are required to be consistent with the conceptual development plans submitted with my rezoning petition.

Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to Habitat for Humanity of Kenosha, Inc at 6203 28th Avenue, Kenosha, WI 53143. I can be reached at 262-925-0360 if there are any questions regarding my request for the rezoning.

Sincerely,

A handwritten signature in cursive script that reads "Fran Hansen".

Fran Hansen
Executive Director
Habitat for Humanity of Kenosha, Inc.
Property Owner

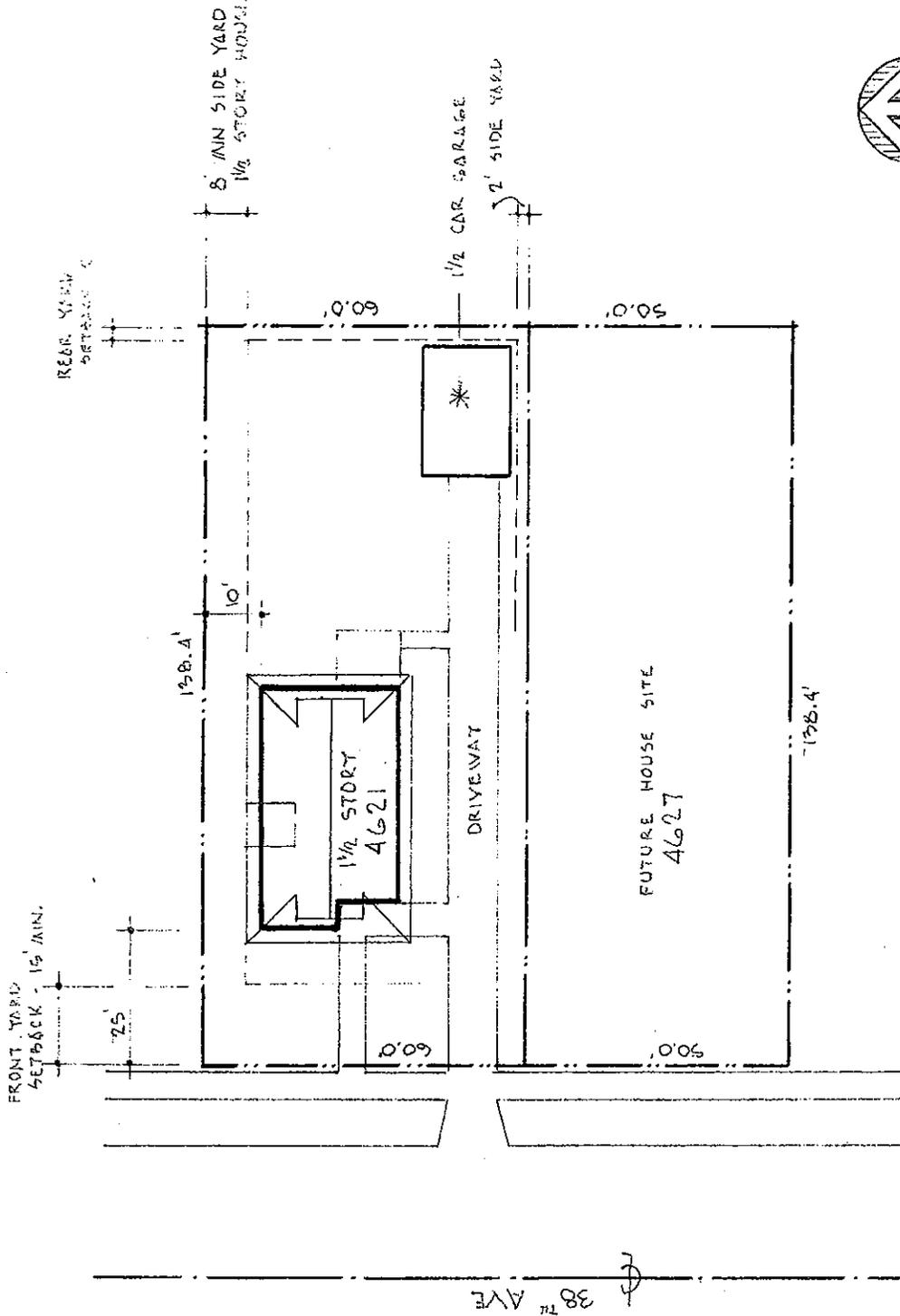


6203 28th Avenue, Kenosha, WI 53143 USA

Phone: (262) 925-0360 www.habitatkenosha.org www.facebook.com/hfhkenosha

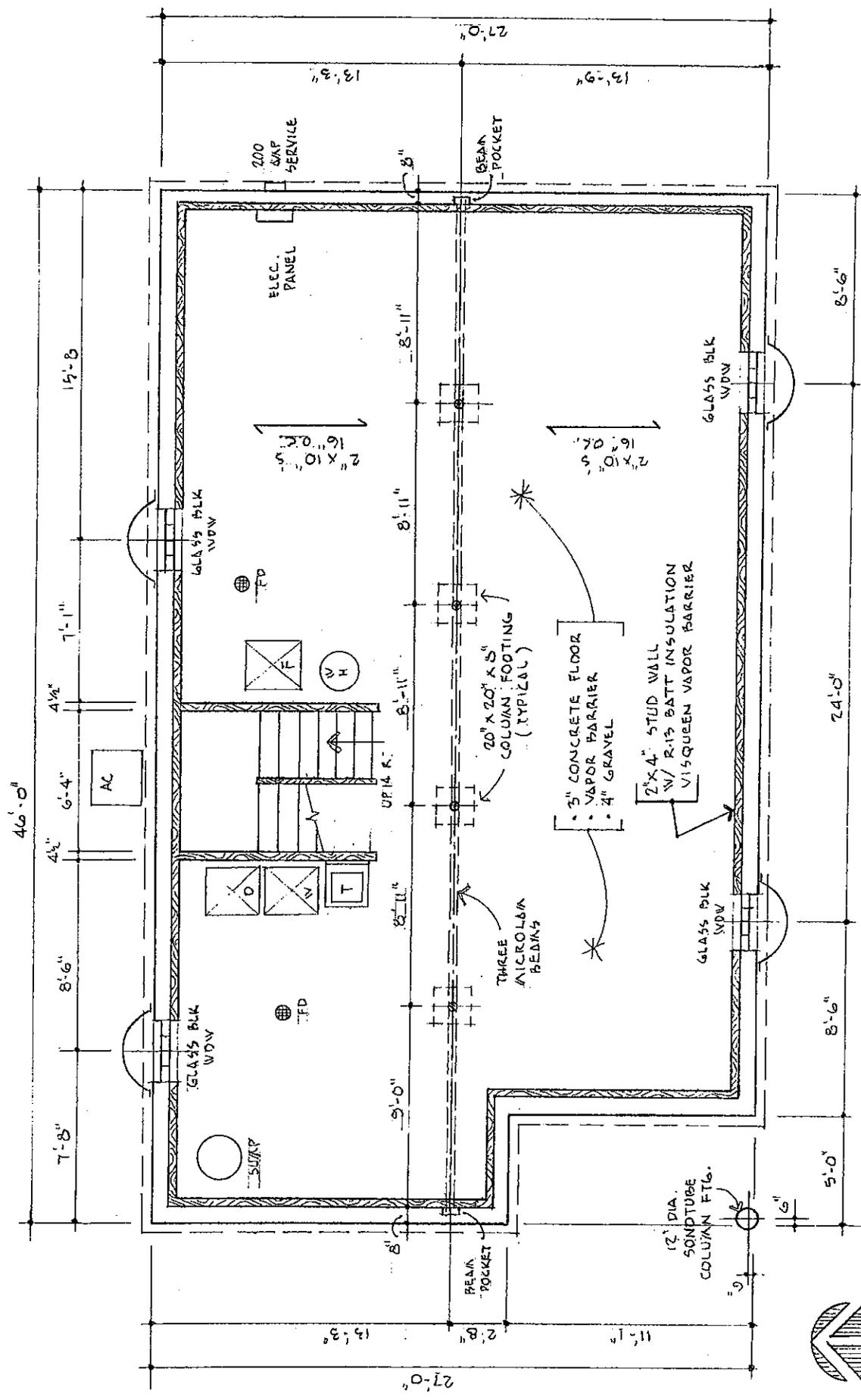
SHEET INDEX

- 1 SITE PLAN
- 2 BASEMENT PLAN
- 3 FIRST FLOOR PLAN
- 4 SECOND FLOOR PLAN
- 5 WEST ELEVATION
- 6 SOUTH ELEVATION
- 7 EAST ELEVATION
- 8 NORTH ELEVATION
- 9 BUILDING SECTION
- 10 OPTIONAL ELEVATION



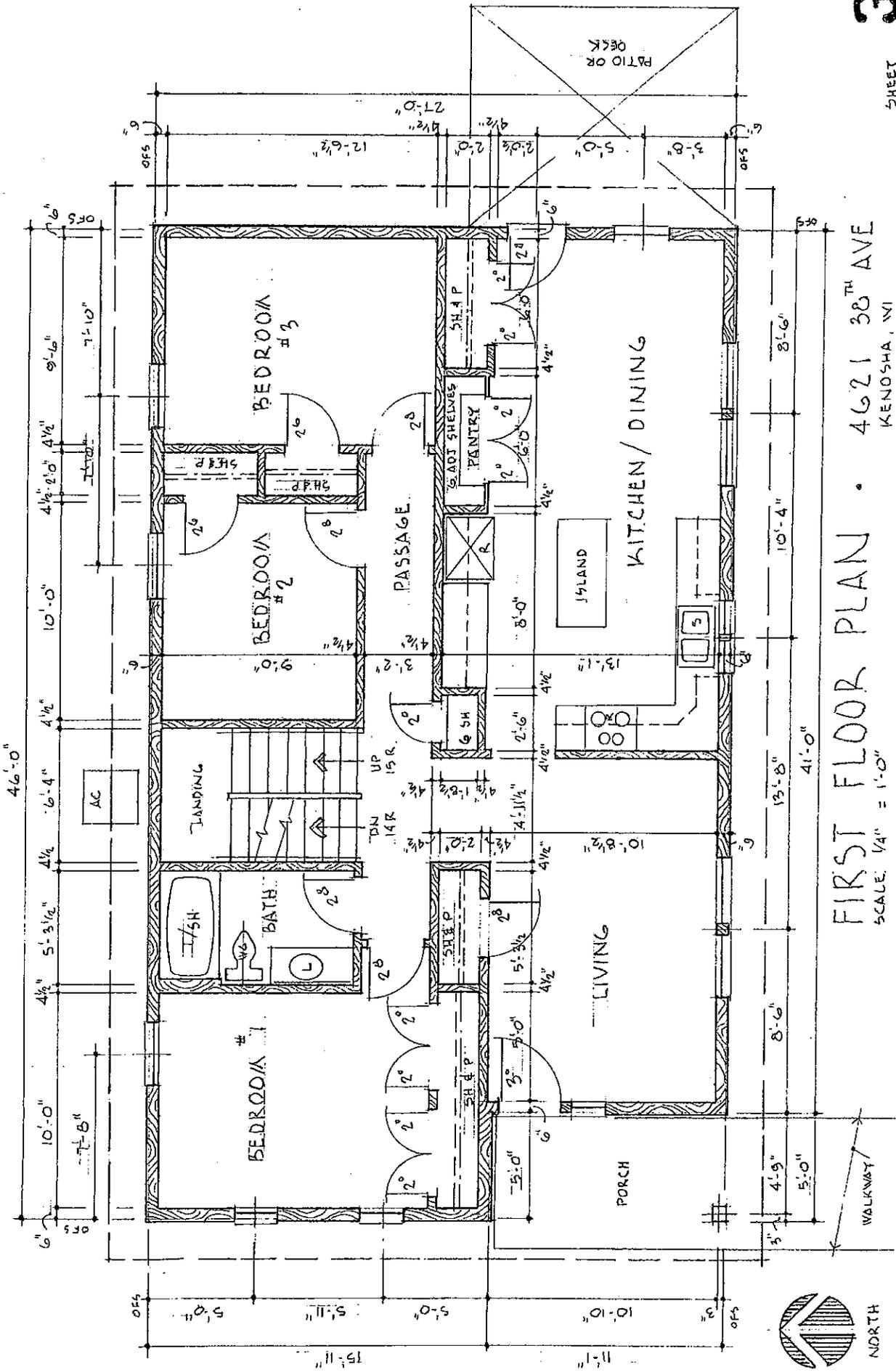
NORTH
SHEET
OCT 27, 2016

SITE PLAN • 4621 38TH AVE
KENDOSHAW, WI
SCALE 1/4" = 1'-0"



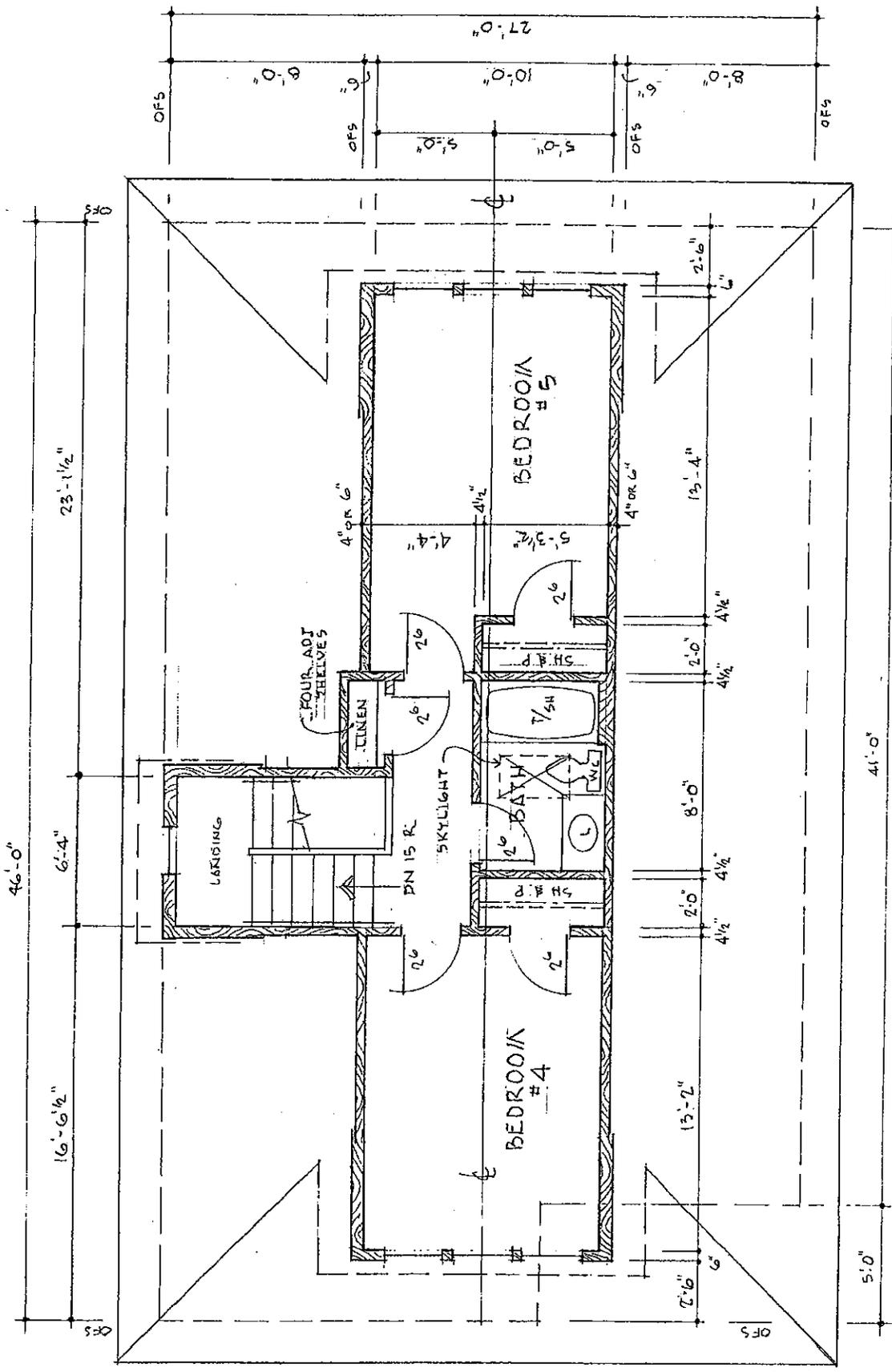
BASEMENT PLAN • 4221 38TH AVE
KENDOSH, WI
SCALE 1/4" = 1'-0"





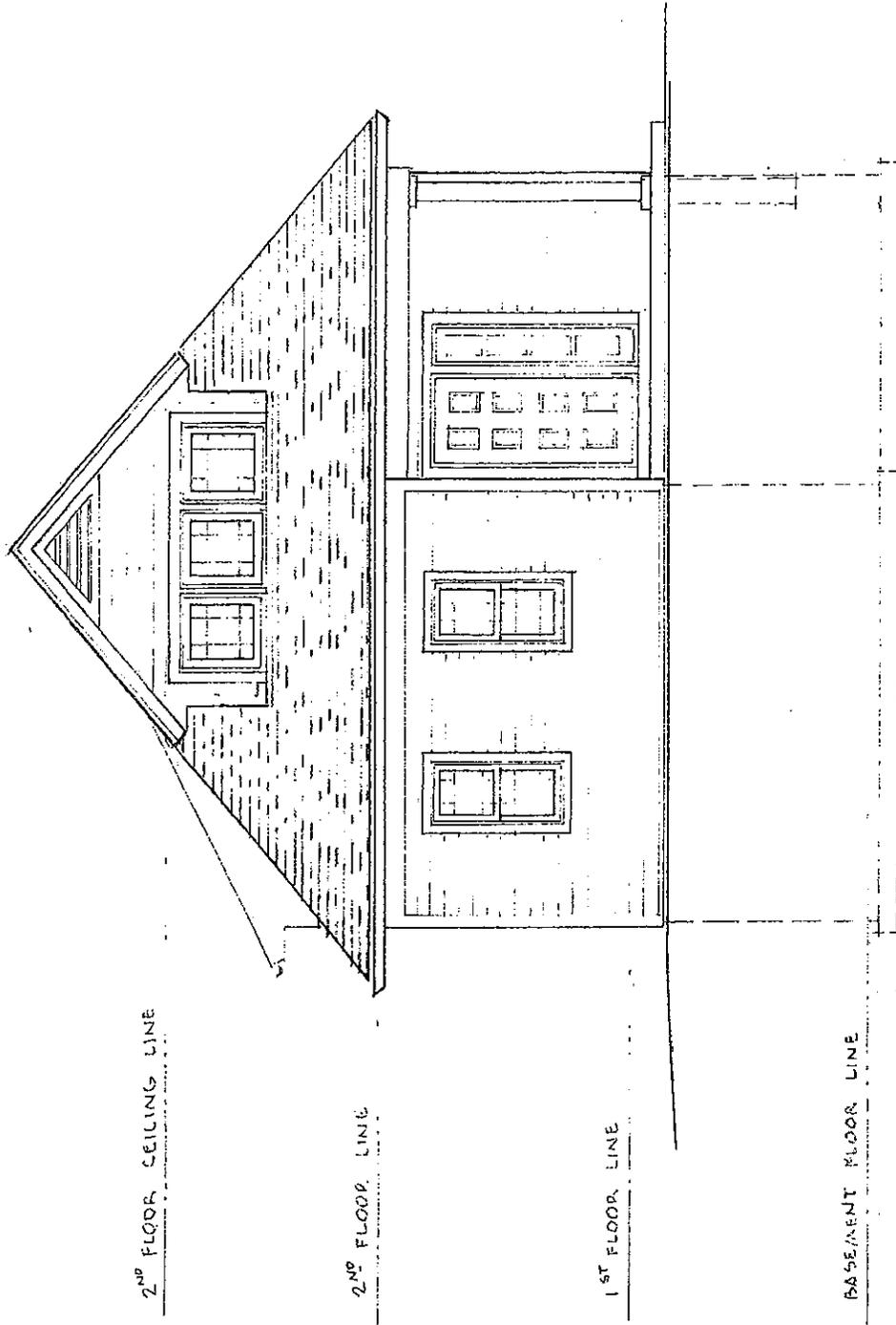
FIRST FLOOR PLAN • 4621 38TH AVE
 KENOSHA, WI
 SCALE: 1/4" = 1'-0"

3
 SHEET
 OCT. 21, 2016



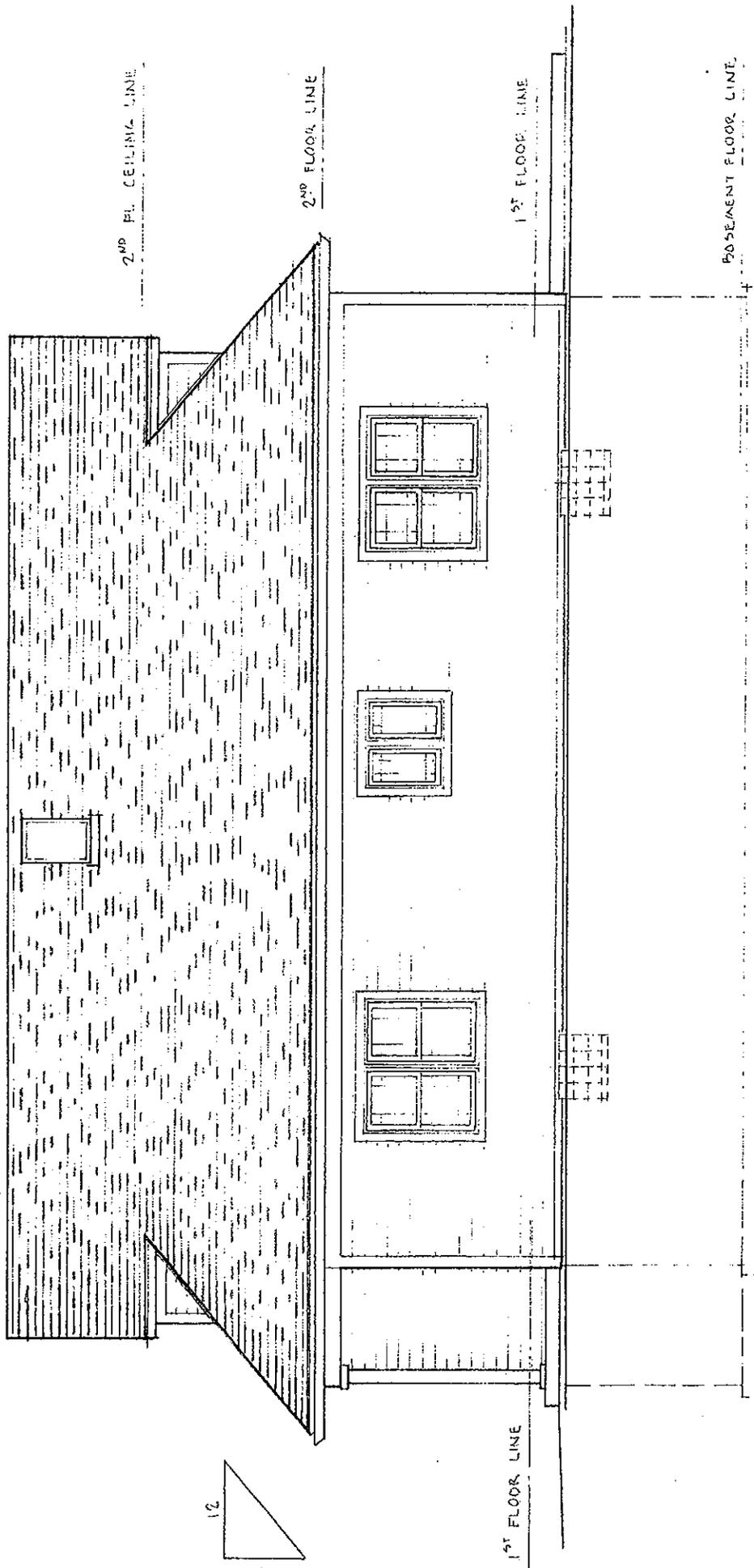
SECOND FLOOR PLAN • 4621 38TH AVE
KENOSHA, WI.
SCALE 1/4" = 1'-0"





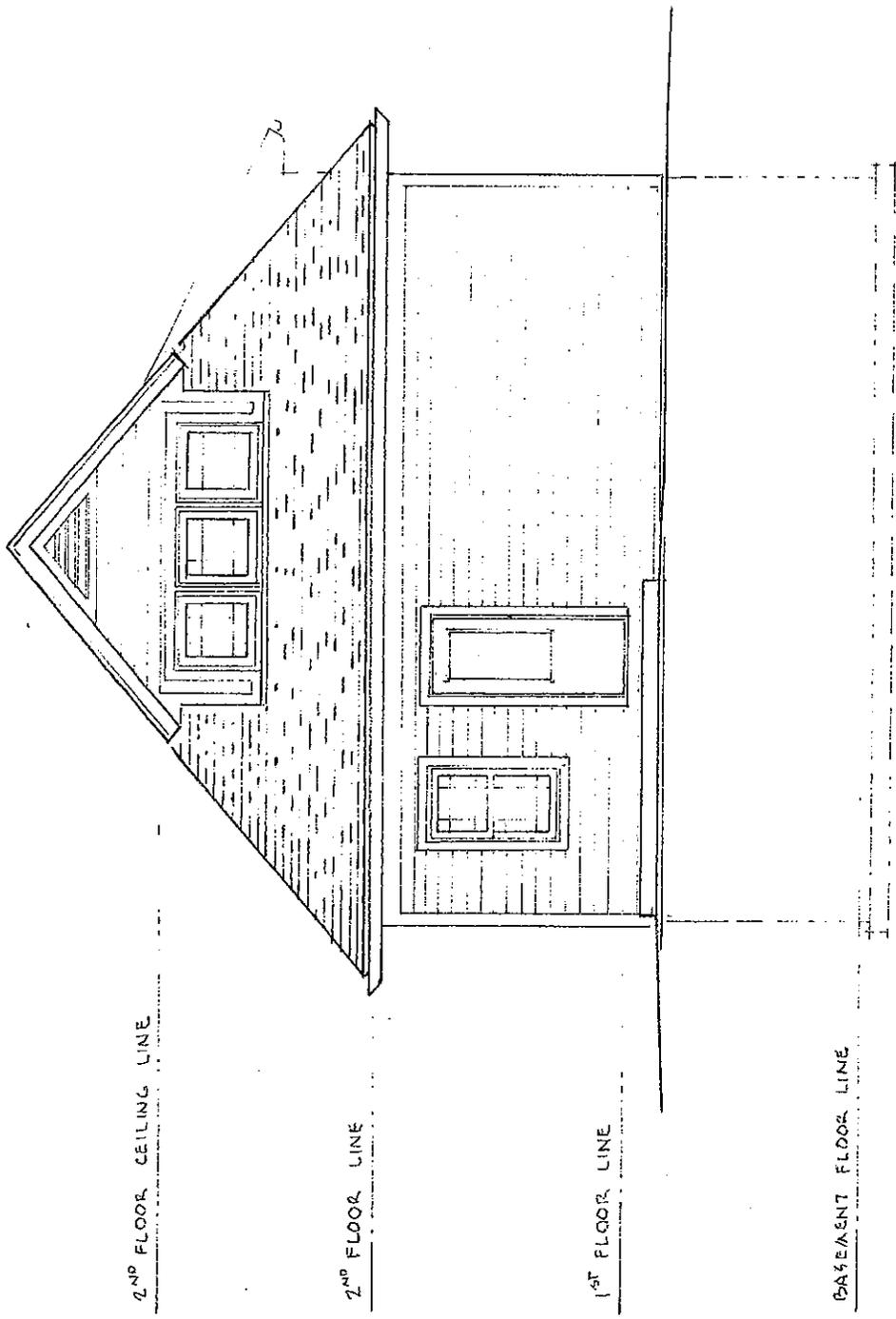
WEST (FRONT) ELEVATION • 4621 38TH AVE
 KENOSHA, WI
 SCALE 1/4" = 1'-0"

5
 SHEET
 OCT. 27, 2016

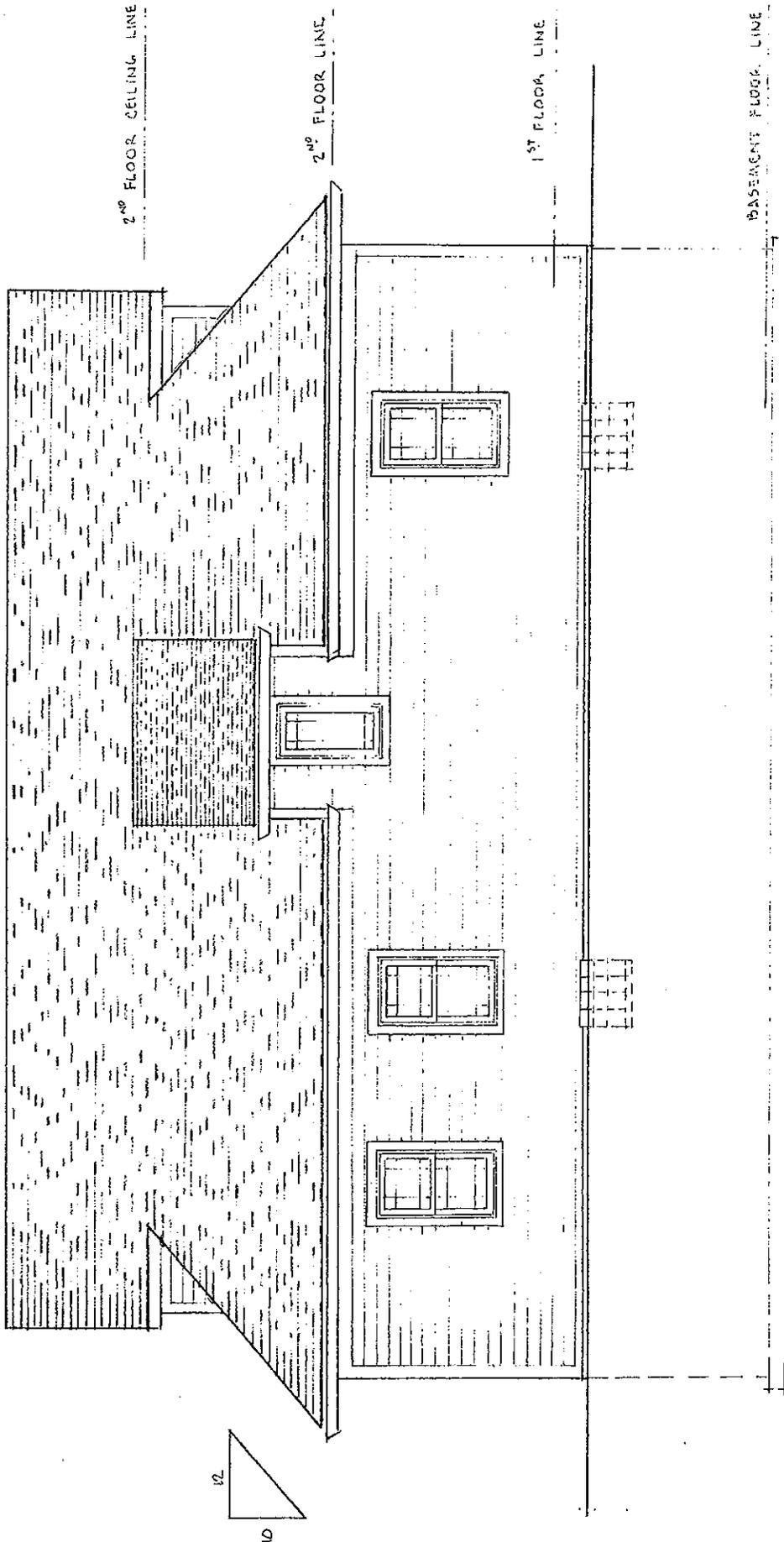


SOUTH ELEVATION • 4621 38TH AVE
 SCALE 1/4" = 1'-0" KENOSHA, WI

G
 SHEET
 OCT 27, 2016

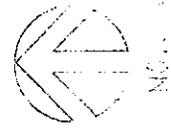
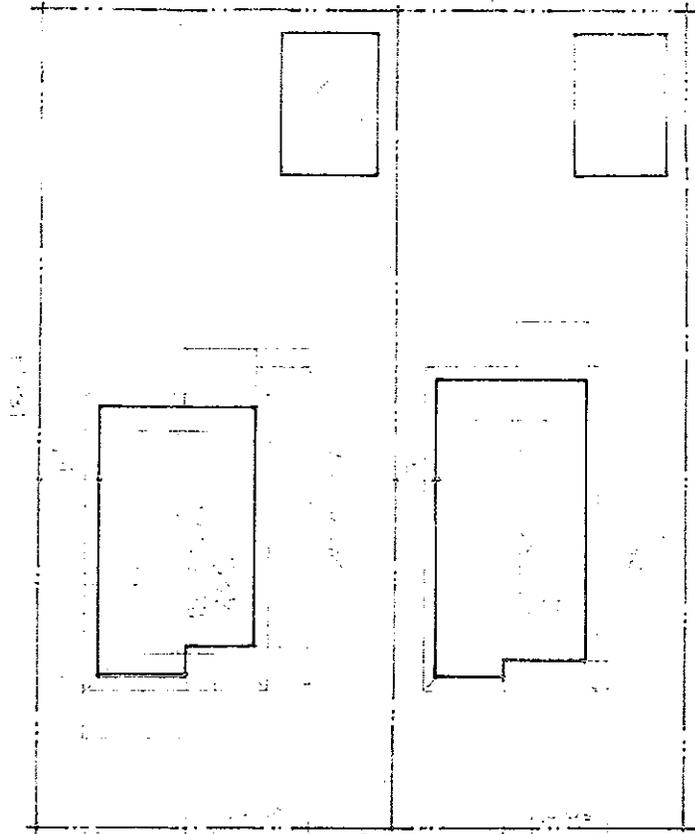


EAST (REAR) ELEVATION • 4621 38TH AVE
KENOSHA, WI
SCALE 1/4" = 1'-0"

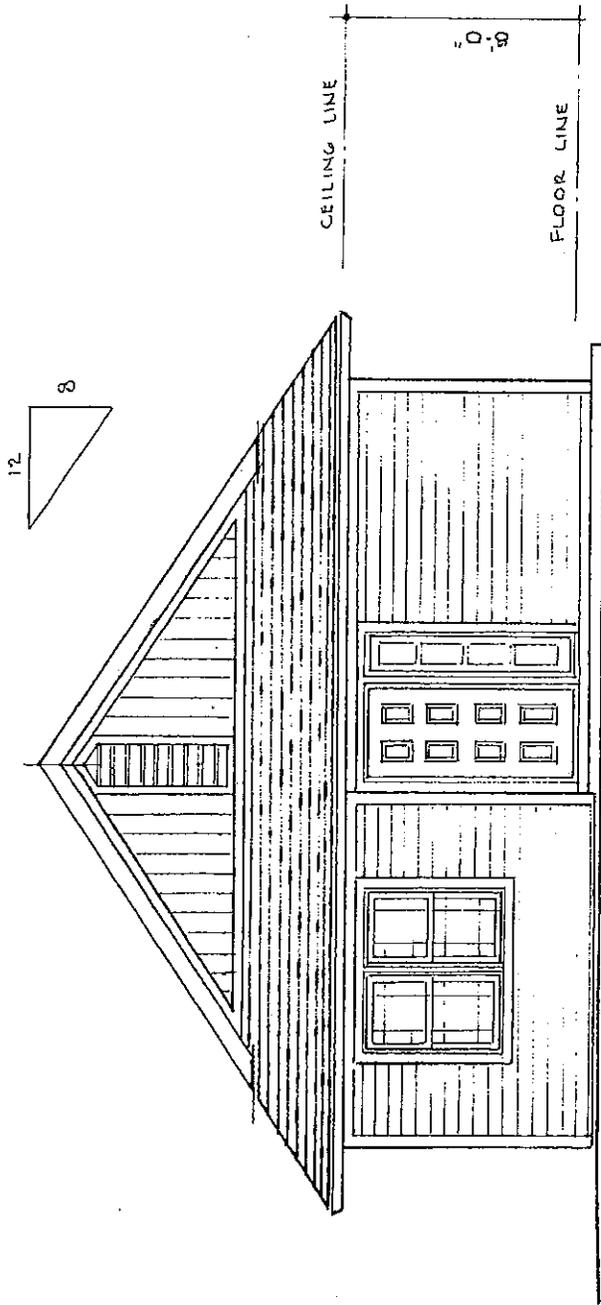


NORTH ELEVATION • 4651 38TH AVE
 KENOSHA WI
 SCALE 1/4" = 1'-0"

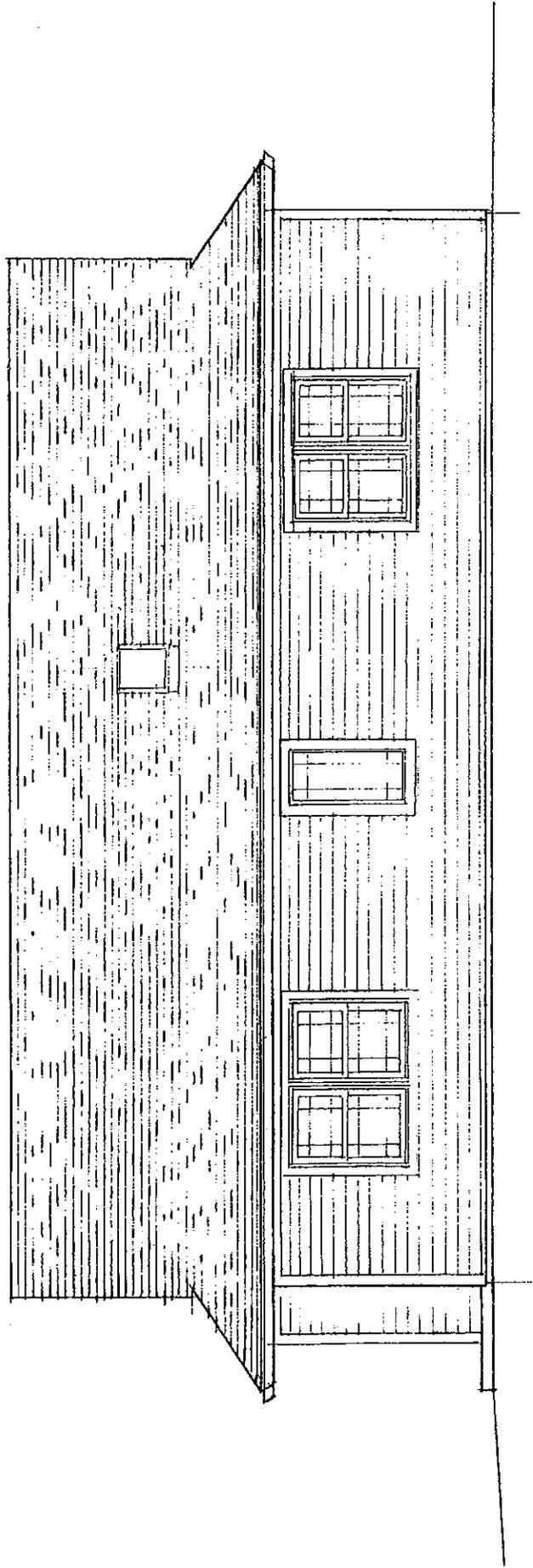
8
 SHEET
 OCT 21, 2016



4627 38th Ave.
 No. 1



WEST ELEVATION
 SCALE 1/4" = 1'-0"
 4627 30TH AVE
 KENOSHA, WI



4627 38TH AVE
KENOSHA, WI

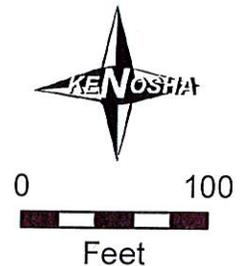
SOUTH ELEVATION
SCALE 1/4" = 1'-0"

City of Kenosha

Land Use Map Habitat for Humanity Rezoning



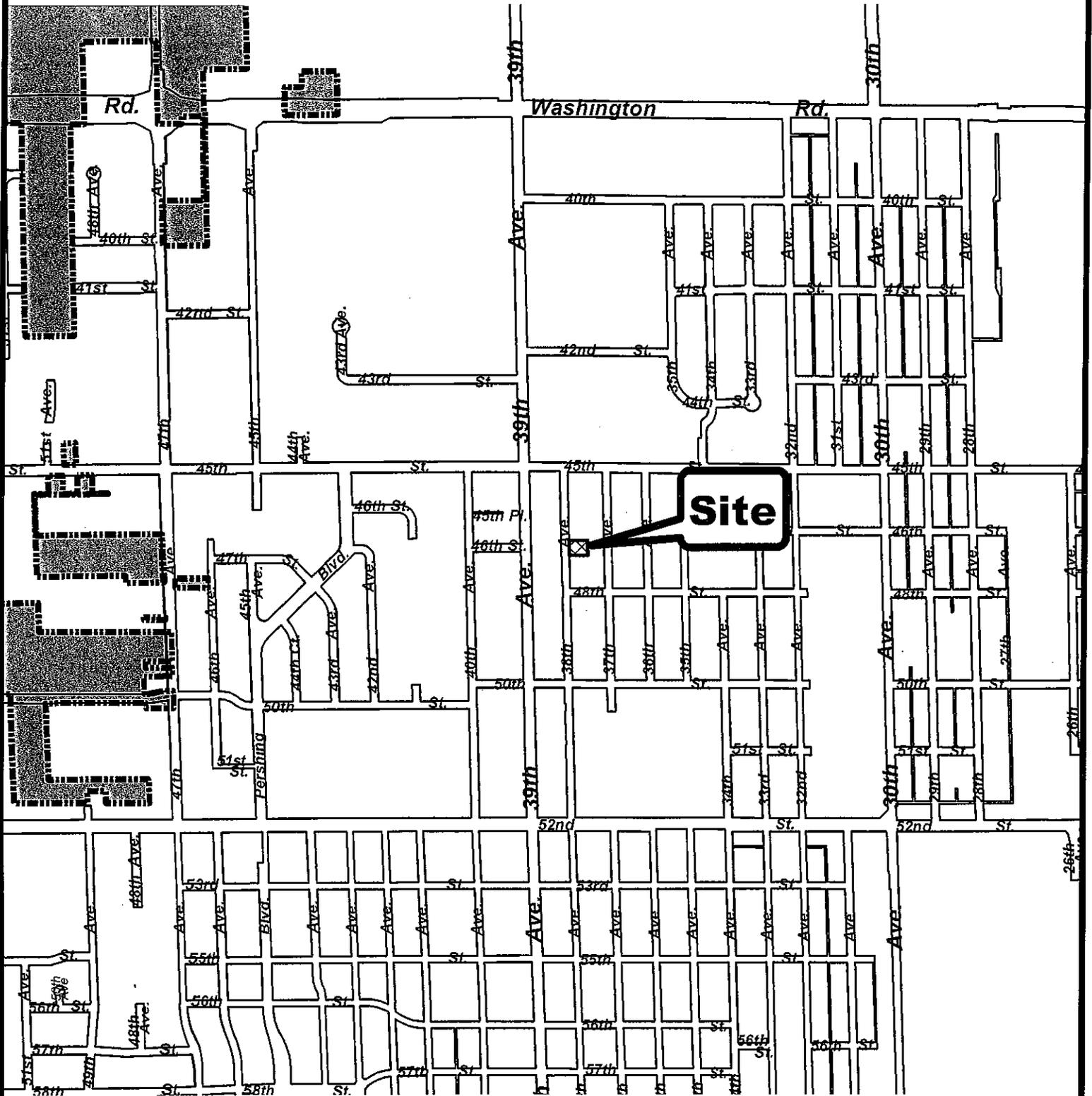
 Property Requested to be Rezoned



City of Kenosha

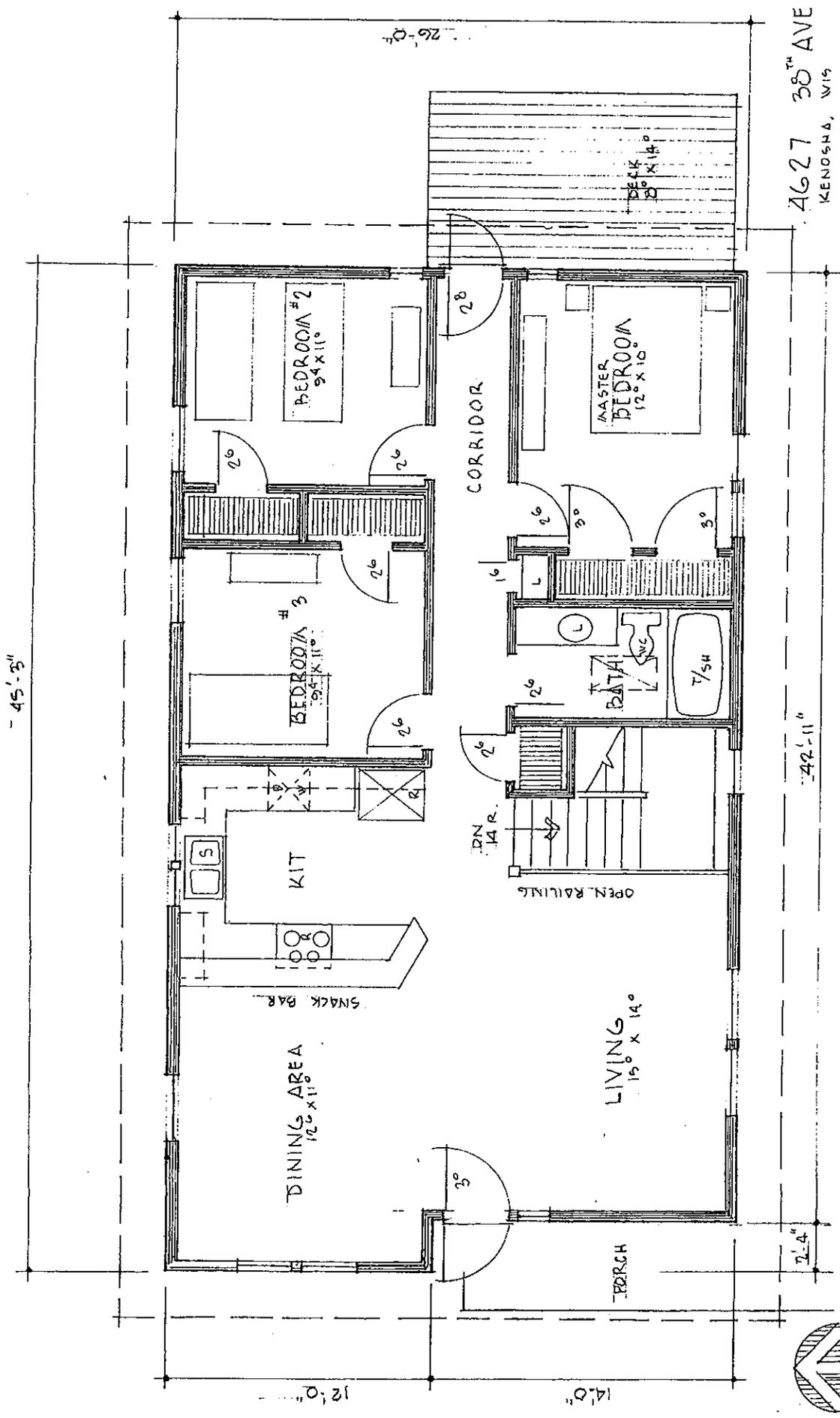
Vicinity Map

Habitat for Humanity rezoning



Property requested to be rezoned





45'-3"

4627 38TH AVE
 KENOSHA, WI 5
 FL. AREA = 1135 SQ FT

FLOOR PLAN
 SCALE 1/4" = 1'-0"





APPLICATION FOR DEVELOPMENT REVIEW
Forms #CDI301 thru #CDI310 (rev. 1/16)

MAILING INFORMATION

NAME OF PROJECT: Habitat for Humanity of Kenosha, Inc. Rezoning

Check either the Applicant or Architect/Engineer box to indicate the recipient of all correspondence. The property owner will be copied on all correspondence.

<input checked="" type="radio"/>	Name and Address of Applicant [Please print]: <u>Habitat for Humanity of Kenosha, Inc.</u> <u>6203 28th Avenue</u> <u>Kenosha, WI 53143</u>	Phone: <u>262-925-0360</u> Fax: _____ E-Mail: <u>hansenhfh@gmail.com</u>
<input type="radio"/>	Name and Address of Architect/Engineer [Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____
	Name and Address of Property Owner (if other than applicant)[Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number): 4621 38th Avenue & 4627 38th Avenue

TYPE OF LAND DEVELOPMENT

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

<input type="checkbox"/> Certified Survey Map #CDI301	Section 1	Page 3
<input type="checkbox"/> Concept Review (<i>Land Division</i>) #CDI302	Section 2	Page 4
<input type="checkbox"/> Concept Review (Multi-Family Residential or Non-Residential) #CDI303	Section 3	Page 5
<input type="checkbox"/> Conditional Use Permit #CDI304	Section 4	Pages 6 & 7
<input type="checkbox"/> Developer's Agreement #CDI305	Section 5	Page 8
<input type="checkbox"/> Final Plat #CDI306	Section 6	Pages 9 & 10
<input type="checkbox"/> Lot Line Adjustment Survey #CDI307	Section 7	Page 11
<input type="checkbox"/> Preliminary Plat #CDI308	Section 8	Pages 12 & 13
<input checked="" type="checkbox"/> Rezoning #CDI309	Section 9	Pages 14 & 15
<input type="checkbox"/> Site Plan Review #CDI310	Section 10	Pages 16 & 17

Prior to submitting this Application to the Department of Community Development and Inspections, please review the appropriate sections for fees, requirements and appropriate appendices. Submit this cover page, completed application, applicable section(s) and appendices along with ALL required plans, information and fees to the address listed below.

APPLICATION FOR REZONING
Form #CDI309 (rev. 1/16)

SECTION 9 REZONING	
Additional Information Required:	<p>Current Zoning District: <u>B-2</u></p> <p>Proposed Zoning District: <u>RG-2</u></p> <p>Proposed Type of Rezoning: (Check all applicable)</p> <p><input checked="" type="checkbox"/> Single-family Residential</p> <p><input type="checkbox"/> Two-family Residential</p> <p><input type="checkbox"/> Multi-family Residential (3 or more units)</p> <p><input type="checkbox"/> Institutional, Commercial or Industrial</p>
Submittal Requirements:	<ul style="list-style-type: none"> ➤ Rezoning Petition (sample below) filled out according to the particular situation. The current owner(s) of the property must sign the petition. ➤ Building and Site Development Plans as indicated below.
Fees:	<ul style="list-style-type: none"> ➤ Rezoning Fee = \$550 (For projects that <i>do not</i> require building and site development plans) <u>OR</u> ➤ Rezoning with Concept Plan = \$1,150 (For projects that require building and site development plans) <p><i>The City retains the fee whether the rezoning is approved or denied. The applicant should contact Community Development and Inspections – Planning Division to verify the total fee before submitting the rezoning application.</i></p>
Appendices to Review:	➤ N/A
Approximate Review Time:	➤ 60-75 days (Reviewed by City Plan Commission and Common Council)
<p>A rezoning request can be initiated by:</p> <ul style="list-style-type: none"> ➤ The City Plan Commission ➤ The Common Council ➤ A petition of 50 percent or more of the owners of property within the area proposed to be rezoned 	
SAMPLE REZONING PETITION	
<p>The Honorable Mayor and Members of the Common Council Kenosha, WI</p> <p>Dear Members of the Common Council:</p> <p>It is requested that my property located at <i>(address or parcel number)</i> be rezoned from <i>(present zoning)</i> to <i>(proposed rezoning)</i>. The purpose of the rezoning is to permit <i>(proposed use of the property)</i>.</p> <p>Attached is a conceptual development plan including building, site development, land use and operational plans as required by Section 10 of the City of Kenosha Zoning Ordinance, and a receipt of the rezoning fee. I understand that development of the referenced property proposed for rezoning is required to be consistent with the conceptual development plans submitted with my rezoning petition.</p> <p>Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to <i>(list one name only)</i> at <i>(address)</i>. I can be reached at <i>(phone number)</i> if there are any questions regarding my request for the rezoning.</p> <p style="text-align: center;">Sincerely,</p> <p style="text-align: center;">Current Property Owner</p>	

RESOLUTION NO. _____

**BY: COMMITTEE ON PUBLIC
SAFETY AND WELFARE**

**TO RESCIND RESOLUTIONS 225-74, 249-85 AND 217-86 AND TO
DESIGNATE AS "15 MIN PARKING" THE WEST SIDE OF 7TH
AVENUE A DISTANCE OF 35 TO 115 FEET NORTH OF 59TH
PLACE. (DISTRICT 2)**

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin,
that the existing parking restrictions on the west side of 7th Avenue, including the parking
restrictions imposed by Resolutions 225-74, 249-85 and 217-86 are hereby removed and
rescinded and to designate as "15 MIN PARKING" the west side of 7th Avenue a distance of 35
to 115 feet north of 59th Place.

Adopted this _____ day of _____, 2016.

ATTEST: _____ City Clerk
Debra L. Salas

APPROVED: _____ Mayor Date: _____
John M. Antaramian

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

RESOLUTION _____

SPONSOR: ALDERPERSON DAVID F. BOGDALA

**CO-SPONSORS: ALDERPERSON MITCHELL PEDERSEN
ALDERPERSON KEVIN MATHEWSON**

**TO REQUEST AN INVESTIGATION BY THE HEALTH RESOURCES
AND SERVICES ADMINISTRATION, OF THE KENOSHA
COMMUNITY HEALTH CENTER, INC., WHICH OPERATES AS A
FEDERALLY QUALIFIED HEALTH CENTER**

WHEREAS, the Health Resources and Services Administration (HRSA) is an agency of the United States Department of Health and Human Services that is the primary federal agency for improving health and achieving health equity through access to quality services, helping to provide a skilled health workforce, and providing innovative programs that provide health care to people who are geographically isolated, economically or medically vulnerable; and

WHEREAS, HRSA's goals include: improving access to quality care and services, strengthening the health workforce, building healthy communities; and

WHEREAS, HSRA administers Federally Qualified Health Centers (FQHAs), which are non-profit private or public entities that qualify for funding under Section 330 of the Public Health Service (PHS) Act (also found at 42 USC §254b) because they serve an underserved area or population; and

WHEREAS, FQHAs are responsible to the HRSA for compliance of all regulations, including: (1) maintaining a fully staffed health center management team as appropriate for the size and needs of the center and not changing the Project Director/Executive Director/CEO position without prior approval by HRSA (Section 330(k)(3)(I) of the PHS Act, 42 CFR Part 51c.303(p) and 45 CFR Part 74.25(c)(2),(3)); (2) maintaining adequate staffing to include a core staff as necessary to carry out all required primary, preventive, enabling health services and additional health services as appropriate and necessary, either directly or through established arrangements and referrals, which staff must be appropriately licensed, credentialed and privileged (Section 330(a)(1), (b)(1)-(2), (k)(3)(C), and (k)(3)(I) of

the PHS Act); (3) providing all required primary, preventive, enabling health services, and additional health services as appropriate and necessary, either directly or through established written arrangements and referrals (Section 330(a) of the PHS Act); and (4) making efforts to establish and maintain collaborative relationships with other health care providers, including other health centers, in the service area of the center (Section 330(k)(3)(B) of the PHS Act and 42 CFR Part 51c.303(n)); and

WHEREAS, Kenosha Community Health Center, Inc. (KCHC), which was established by a consortium of interested agencies including the City of Kenosha as a not-for-profit charitable organization to provide affordable and quality primary medical, dental and behavioral health care,

WHEREAS, KCHC has been operating as an FQHA and receiving significant federal funding; and

WHEREAS, local governments, including the City of Kenosha, distribute the Community Development Block Grant (CDBG) funds to community organizations pursuant their respective Consolidated Plan (which is a jurisdiction's comprehensive planning document and application for funding) and on August 3, 2015, the Common Council approved distribution of funds to the Kenosha Community Health Center, Inc. (KCHC) in the amount of \$26,000 for the expansion of the behavior health facilities at the KCHC offices in the City of Kenosha, which funds through an extension granted, were to be spent by December 31, 2016; and

WHEREAS, extension of the behavioral health facilities is commencing pursuant to the original grant; and

WHEREAS, while the CDBG grant was pending, an announcement was made by the KCHC that they were expanding outside of the City of Kenosha and County of Kenosha, and that they were laying off dental hygienists at their offices in City of Kenosha; and

WHEREAS, the local newspaper, the Kenosha News, ran an article reporting the turnover of key staffing personnel at KCHC; and

WHEREAS, the Common Council, being properly concerned that the expansion of services

outside of the City would be at the expense of services provided to residents within the City, requested key staff at the KCHC to attend a meeting of the Common Council on November 21, 2016, to discuss staffing; and

WHEREAS, while no representative of the KCHC attended the Common Council meeting, a number of citizens attended, providing insight into the loss of service at KCHC and the possible loss of director-level positions at KCHC.

NOW, THEREFORE, BE IT RESOLVED that the Common Council for the City of Kenosha expresses its concern regarding the services to be provided to residents and City of Kenosha and therefore requests the Health Resources and Services Administration to conduct an investigation into the staffing at the Kenosha Community Health Center, Inc. and general compliance with the PHS Act.

BE IT FURTHER RESOLVED that the City Clerk/Treasurer is directed to send a copy of this Resolution to Jim Macrae, M.A., M.P.P., Administrator, Health Resources and Services Administration at their offices in Rockville, Maryland.

BE IT FURTHER RESOLVED that the City Clerk/Treasurer is directed to send a copy of this Resolution to U.S. Senator Ron Johnson, U.S. Senator Tammy Baldwin and U.S. Representative Paul Ryan.

Adopted this ____ day of _____, 2016.

ATTEST: _____ City Clerk
DEBRA L. SALAS

APPROVED: _____ Mayor Date: _____
JOHN M. ANTARAMIAN

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

RESOLUTION NO. _____

BY: THE MAYOR

TO AMEND RESOLUTION NO. 147-11, ADOPTED ON NOVEMBER 29, 2011, WHICH AMENDED EMERGENCY MEDICAL SERVICE USER FEES IN ACCORDANCE WITH SECTION 2.20 OF THE CODE OF GENERAL ORDINANCES

WHEREAS, the Common Council of the City of Kenosha, Wisconsin, periodically amends the Emergency Medical User Fees previously established to reflect the current costs of services; and,

WHEREAS, the last amendment to Emergency Medical User Fees to reflect the then current costs of services was adopted by the Common Council of the City of Kenosha by Resolution 147-11 on November 29, 2011; and,

WHEREAS, it has been determined that said Emergency Medical User Fees need to be reestablished effective January 1, 2017 to reflect current costs of service;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that Resolution No. 147-11, adopted November 29, 2011, be and hereby is amended; in accordance with Section 2.20 of the Code of General Ordinances as specified in Attachment "A", which is attached hereto and incorporated herein by reference.

Adopted this _____ day of _____, 2016.

ATTEST: _____ City Clerk
DEBRA L. SALAS

APPROVED: _____ Mayor
JOHN M. ANTARAMIAN

Date: _____

Drafted By:
JONATHAN A. MULLIGAN,
Assistant City Attorney

**ATTACHMENT “A”
TO RESOLUTION NO. _____**

**CITY OF KENOSHA, WISCONSIN
EMERGENCY MEDICAL SERVICE USER FEES**

1.0 DEFINITIONS: The following words and phrases shall have the meanings provided:

1.1 “Basic Life Support” (BLS) shall mean emergency life saving procedures that focus on the patient’s airway, breathing and circulation. Procedures include, but are not limited to, splinting, patient assessment, oxygen administration, wound care and CPR.

1.2 “Advanced Life Support” (ALS) shall mean the capability of a medical response team to render life support procedures beyond basic life support. This training level allows paramedics to use advanced (invasive) procedures, such as intravenous (IV) therapy, endotracheal intubation, EKG interpretation, and various medications.

1.3 “Services” shall mean BLS and/or ALS.

1.4 “Service Fees” shall mean user fees for BLS and/or ALS Services.

1.5 “Dependent” shall have the meaning provided in the Federal Internal Revenue Code.

2.0 EMERGENCY MEDICAL SERVICE USER FEES: Emergency Medical Service User Fees for ALS and BLS shall be as follows:

	ALS Non-Resident	ALS Resident	BLS Non-Resident	BLS Resident
Base Fee	\$800.00	\$725.00	\$700.00	\$625.00
Non- Transport (on scene care)	\$500.00	\$450.00	\$275.00	\$225.00
Mileage	\$20.00	\$20.00	\$20.00	\$20.00
Additional Supplies	\$65.00	\$65.00	\$65.00	\$65.00
Oxygen	\$100.00	\$100.00	\$100.00	\$100.00
Electrocardiogram	\$100.00	\$100.00	N/A	N/A
IV and Supplies	\$75.00	\$75.00	N/A	N/A
Intubation	\$100.00	\$100.00	N/A	N/A
Defibrillation	\$100.00	\$100.00	N/A	N/A
Medications (per dose)				
Adenosine, Amiodorone, Atropine, Dextrose, DuoNeb, Labetalol, Sodium bicarb, Versed Ketamine, Solumedrol, Rocuronium Benadryl, Etomidate, Glucose, Epinephrine 1:1,000 & 1:10,000, Calcium Chloride, Plavix, Zofran,	\$25.00	\$25.00		
Fentanyl, Solumedrol,	\$35.00	\$35.00		
Naloxone	\$40.00	\$40.00		
Glucagon	\$100.00	\$100.00		

Each patient shall be charged the base fee for the type of Services received (ALS and/or BLS), plus mileage and additional fees for supplement services received.

2.1 MEDICARE BILLING AND REIMBURSEMENT POLICY. Medicare will be billed for services and the City will accept Medicare reimbursement.

3.0 SERVICE FEES WAIVER POLICY. Service Fees shall be waived where authorized by the following tables which are attached hereto and incorporated herein by reference:

- 3.1** Service Fees Waiver Table 3.1, Resident BLS.
- 3.2** Service Fees Waiver Table 3.2, Resident ALS.
- 3.3** Service Fees Waiver Table 3.3, NonResident BLS.
- 3.4** Service Fees Waiver Table 3.4, NonResident ALS.

4.0 WRITE-OFF POLICY.

4.1 City Write-off. The City Finance Director is authorized to approve the write-off of Service Fees, in any amount, where authorized by this Resolution.

4.2 Billing Services Write-off. The City may contract with an independent contractor for billing services. In such event, the Service Provider is authorized to act as the City's agent for purposes of writing off Service Fees which are in the amount of One Hundred (\$100.00) Dollars or less, in accordance with the Service Fees Waiver Policy.

4.3 Petition For Service Fees Waiver. A service recipient may petition the Fire Chief, or designee of the City Fire Department, for a full or partial waiver of the City Service Fees by submitting an official City form, which is fully completed and legible, to the Fire Department, along with the required proof of total family income and number of dependents.

5.0 Special Revenue Fund. The Finance Director of the City of Kenosha will create a Special Revenue Fund, as recommended by the Governmental Accounting Standards Board, for the purpose of recording proceeds of specific revenue sources related to this service and disbursement of funds associated with the delivery of Public Safety Services.

SERVICE FEES WAIVER TABLE 3.1

RESIDENT BASIC LIFE SUPPORT (BLS)

Upon proper application and proof of total family income and number of dependents the Resident BLS Service Fees (base fee, mileage and additional fees) will be subject to full or partial waiver after all insurance coverage is exhausted. Insurance companies and Medicare are not entitled to apply for the Service Fees Waiver.

Amount Deducted From Bill

Total Family Income	Number of Dependents			
	1	2	3	4+
\$0 - \$20,000	600	600	600	600
\$20,001 - \$22,500	545	600	600	600
\$22,501 - \$25,000	485	485	540	540
\$25,001 - \$27,250	430	430	485	540
\$27,251 - \$30,000	375	375	430	485
\$30,001 - \$32,500	315	315	375	430
\$32,501 - \$35,000	260	315	375	375
\$35,001 - \$37,500	200	260	260	315
\$37,501 - \$40,000	0	200	260	260
\$40,001 - \$42,500	0	0	200	260
\$42,501 - \$45,000	0	0	140	200
\$45,001 - \$47,500	0	0	0	140

SERVICE FEES WAIVER TABLE 3.2

RESIDENT ADVANCED LIFE SUPPORT (ALS)

Upon proper application and proof of total family income and number of dependents the Resident ALS Service Fees (base fee, mileage and additional fees) will be subject to full or partial waiver after all insurance coverage is exhausted. Insurance companies and Medicare are not entitled to apply for the Service Fees Waiver.

Amount Deducted From Bill

Total Family Income	Number of Dependents			
	1	2	3	4+
\$0 - \$20,000	715	715	715	715
\$20,001 - \$22,500	655	715	715	715
\$22,501 - \$25,000	600	655	715	715
\$25,001 - \$27,250	540	600	655	715
\$27,251 - \$30,000	485	540	600	655
\$30,001 - \$32,500	430	485	540	600
\$32,501 - \$35,000	375	430	485	540
\$35,001 - \$37,500	315	375	430	485
\$37,501 - \$40,000	260	315	375	430
\$40,001 - \$42,500	200	260	315	375
\$42,501 - \$45,000	140	200	260	315
\$45,001 - \$47,500	140	140	200	260

SERVICE FEES WAIVER TABLE 3.3

NONRESIDENT BASIC LIFE SUPPORT (BLS)

Upon proper application and proof of total family income and number of dependents the Non-Resident BLS Service Fees (base fee, mileage and additional fees) will be subject to full or partial waiver after all insurance coverage is exhausted. Insurance companies and Medicare are not entitled to apply for the Service Fees Waiver.

Amount Deducted From Bill

Total Family Income	Number of Dependents			
	1	2	3	4+
\$0 - \$20,000	685	685	685	685
\$20,001 - \$22,500	630	685	685	685
\$22,501 - \$25,000	570	630	685	685
\$25,001 - \$27,250	515	570	630	685
\$27,251 - \$30,000	455	515	570	630
\$30,001 - \$32,500	400	455	515	570
\$32,501 - \$35,000	345	400	455	515
\$35,001 - \$37,500	285	345	400	455
\$37,501 - \$40,000	230	285	345	400
\$40,001 - \$42,500	170	230	285	345
\$42,501 - \$45,000	170	170	230	285
\$45,001 - \$47,500	170	170	170	230

SERVICE FEES WAIVER TABLE 3.4

NONRESIDENT ADVANCED LIFE SUPPORT (ALS)

Upon proper application and proof of total family income and number of dependents the Non-Resident ALS Service Fees (base fee, mileage and additional fees) will be subject to full or partial waiver after all insurance coverage is exhausted. Insurance companies and Medicare are not entitled to apply for the Service Fees Waiver.

Amount Deducted From Bill

Total Family Income	Number of Dependents			
	1	2	3	4+
\$0 - \$20,000	800	800	800	800
\$20,001 - \$22,500	740	800	800	800
\$22,501 - \$25,000	685	740	800	800
\$25,001 - \$27,250	630	685	740	800
\$27,251 - \$30,000	570	630	685	740
\$30,001 - \$32,500	515	570	630	685
\$32,501 - \$35,000	455	515	570	630
\$35,001 - \$37,500	400	455	515	570
\$37,501 - \$40,000	345	400	455	515
\$40,001 - \$42,500	285	345	400	455
\$42,501 - \$45,000	230	285	345	400
\$45,001 - \$47,500	170	230	285	345



TO: John M. Antaramian, Mayor
Members of the City of Kenosha Common Council

FROM: Martha E. Swartz, Senior Property Maintenance Inspector

RE: **Contract By and Between the City of Kenosha and Azarian Wrecking, LLC to Raze the Buildings Located at 1214 61st Street, 4410 73rd Street, and 6106 23rd Avenue in the Total Amount of \$62,328.00**

DATE: November 23, 2016

We are requesting approval of the attached contract to raze the buildings at the following three (3) residential locations:

1214 61 st Street	Debra L. Jackson
4410 73 rd Street	Yvonne M Dodge
6106 23 rd Avenue	Andrew and Julie Bavetz

The properties are in a serious state of disrepair; and, the cost of repair would exceed more than fifty percent (50%) of the assessed value of each building. The physical condition of each property represents a public safety hazard and has a blighting influence on the surrounding area. All required raze notices were served and posted. The time to file legal action to delay or stop the razes has expired. The City has legal authority to raze the buildings and has competitively bid the properties to be razed. The total Contract value will be for \$62,328.00.

Recommendation: Approval of the Contract Between The City of Kenosha and Azarian Wrecking, LLC

MES:jmu
Attachment

CONTRACT TO RAZE BUILDING AND RESTORE LOT

at

MISCELLANEOUS CITY LOCATIONS (AS LISTED BELOW)

By And Between

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

And

Azarian Wrecking, LLC.

A Wisconsin Limited Liability Company,

THIS CONTRACT, made and entered into by and between the **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Finance, hereinafter referred to as "**CITY**", and Azarian Wrecking, LLC, a Wisconsin Limited Liability Company, with its principal place of business located at 726 Water Street, Racine, WI. 53403, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, CONTRACTOR has submitted to **CITY** written proposals to raze one or more buildings according to the Specifications and Special Conditions contained in the Request for Proposals, and **CITY** has accepted said Proposal, subject to **CONTRACTOR** entering into and abiding by the terms and conditions of this **CONTRACT**; and,

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

1. DEFINITIONS.

- a. "**CITY**" shall mean the City of Kenosha, Wisconsin.
- b. "**DIRECTOR**" shall mean the Department Head of the City of Kenosha Community Development & Inspections Department, and includes designee(s).
- c. "**CONTRACT**". The following documents comprise the complete **CONTRACT**: Request for Proposal (RFP), Proposal, Site Inspection Reports, Executed Contract, Environmental/Special Reports, Instructions, Specifications and Special Conditions, Performance Bond, Certificates of Insurance, State Notifications and Approvals, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, Determinations of City representative in charge of Project, Change Orders, Affidavit Respecting

Construction Lien Waivers/Releases, **CONTRACT** notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this **CONTRACT** are on file in the Department of Finance and are incorporated into this **CONTRACT** by reference.

d. "**CONTRACTOR**" shall mean the party who proposed to do **WORK** herein described whose Proposal was accepted by **CITY** Director of Finance. The term shall include any approved subcontractors.

e. "**WORK**" means any contractual endeavor undertaken by **CONTRACTOR**, by itself and through approved subcontractors, to accomplish the itemized list of tasks in the Work To Be Performed Section of the Specifications and Special Conditions contained in the Request for Proposal (RFP).

f. "**OVERPAYMENT**" means any money **CONTRACTOR** received which **CONTRACTOR** was not entitled to receive under this **CONTRACT**, including, but not limited to, excess payment made in error and payment for defective and/or rejected **WORK** which was redone or replaced and accepted by **CITY**.

2. **WORK TO BE PERFORMED BY CONTRACTOR AND PRICE/COST.**
CONTRACTOR, for the sum of Sixty Two Thousand Three Hundred and Twenty Eight Dollars and Zero Cents (\$ 62,328.00), will perform and complete, or will cause to be performed and completed, all **WORK** defined in this **CONTRACT**, in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this **CONTRACT** for:

Address : 1214-61st Street, Kenosha, Wisconsin 53143
Tax Parcel No: 05-123-06-129-005
Description: A one (1) story wood framed single-family dwelling consisting of approximately seven hundred thirty-four (734) square feet together with a full basement and a detached garage of three hundred sixty (360) square feet.

Address : 4410- 73rd Street, Kenosha, Wisconsin 53142
Tax Parcel No: 02-122-02-452-009
Description: A one (1) story wood framed single-family dwelling consisting of approximately seven hundred fifty-six (756) square feet together with a full basement and a two hundred (200) square feet attached garage. One (1) large dead tree on the north side of the parcel shall be removed.

Address : 6106-23rd Avenue, Kenosha, Wisconsin 53143
Tax Parcel No: 01-122-01-107-021
Description: A one and one-half (1-1/2) story wood framed single-family dwelling consisting of approximately one thousand three hundred sixty-two (1,362) square feet together with a full basement.

WORK shall be performed in accordance with Instructions, Specifications and Special Conditions. In the event of a conflict between this **CONTRACT**, the Specifications and Special Conditions, the Specifications and Special Conditions shall control and supersede any inconsistent **CONTRACT** provision(s).

Excluding 4410-73rd Street, **CONTRACTOR** will perform and complete, or will cause to be performed and completed, replacements of public sidewalk exceeding one hundred fifty (150) square feet to be designated by **CITY** at Seven Dollars and Zero Cents (\$7.00) per square foot, all in a good workmanlike manner and in accordance with and subject to the provisions of the **CONTRACT**. **CITY**, prior to the notice to proceed, shall mark the sidewalk to be replaced. Any public sidewalk not designated for replacement but becomes damaged in the performance of said **WORK**, shall be replaced at **CONTRACTOR'S** cost and expense.

Shall **CITY** obtain a WPDES Construction Site Storm Water Runoff Permit as may be required, **CONTRACTOR** is responsible to implement all actions and maintain all records required of the permit throughout construction including, but not limited to, inspections at least every seven (7) days and within twenty-four (24) hours of a rainfall event of one-half inch (0.5") or greater. **CONTRACTOR** must maintain weekly written reports of all inspections made per Wisconsin Department of Natural Resources requirements. Permit must be posted in a conspicuous place at the construction site.

3. **COMMENCEMENT AND DILIGENT PROSECUTION OF WORK.**
CONTRACTOR will prosecute **WORK** diligently until fully complete in accordance with this **CONTRACT**. **CONTRACTOR** shall obtain required permits and commence remediation and demolition **WORK** no later than fifteen (15) days of Notice to Proceed. Demolition work is to be completed within thirty (30) days from the Notice to Proceed.

CONTRACTOR, in the event of a dispute respecting quantity or quality of **WORK**, shall not refuse to perform **WORK** and shall not delay the performance of **WORK** pending the resolution of said dispute. Arbitration is not herein provided for and unresolved disputes may be settled through the Courts.

CONTRACTOR has the duty of requesting an extension of time to complete the **WORK** from the **DIRECTOR**, in writing, prior to the time for **CONTRACT** completion, where the progress of the **WORK** was delayed such that the **WORK** will not be completed on time, and **CONTRACTOR** was not responsible for such delay. Should **DIRECTOR** grant an extension, **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should **DIRECTOR** determine that the **WORK** will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was not justified, **DIRECTOR** shall provide **CONTRACTOR** with written notice requiring **CONTRACTOR** to take such extraordinary measures as may be required to complete **WORK** on time, or as close to on time as possible. The failure of **CONTRACTOR** to take such extraordinary measures shall be grounds for **CITY** to suspend **WORK** by **CONTRACTOR** and take such other measures as will assure completion of **WORK** within the **CONTRACT** time, or if that is impossible, within a reasonable time. However, nothing herein contained shall prevent **DIRECTOR** from stopping the **CONTRACTOR** from proceeding with **WORK** beyond the time set for the completion date where the completion date was not extended.

4. **CONTRACT TERM.** The term of this **CONTRACT** shall be from the date of execution until each of the following:
- a. Respecting **WORK**, until completion and acceptance.
 - b. Respecting warranty, until expiration of warranty term.
 - c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of Statute of Limitations where no claims filed.
5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligation under this **CONTRACT**, the non-breaching party shall thereupon have the right to terminate the **CONTRACT** by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.
- CONTRACTOR** shall perform no new or additional **WORK** upon receipt of a notice of termination without the advance, written permission of **DIRECTOR**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.
6. **PERFORMANCE AND PAYMENT BOND/ASSURANCE.** **CONTRACTOR** shall prior to approval of the **CONTRACT** obtain a Performance and Payment Bond or other assurance required by **CITY**, in a form approved by the **CITY**, in the sum of the accepted Proposal. **CONTRACTOR** understands that **CITY** may file a claim against this bond or assurance should any of the provisions of this **CONTRACT** not be faithfully and timely performed by **CONTRACTOR**.
7. **DIRECTOR DECISION FINAL** Should any dispute arise at any time between **CONTRACTOR** and **CITY** as to the true meaning or requirements of this **CONTRACT**, or as to the manner of execution of **WORK**, or as to the quality of **WORK** executed, or as to the quality or quantity of materials used, or as to the timely completion of the **WORK**, the decision of **DIRECTOR** shall be final and conclusive, until and unless set aside by a Court of law.
- CONTRACTOR** agrees that should any decision of the **DIRECTOR** be challenged in Court, the Court may only set aside a decision of **DIRECTOR** if it is wholly arbitrary and capricious and/or made in complete disregard of disputed facts.
8. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with **WORK** as will assure professional quality of **WORK** and a rate of progress which will assure the timely completion of **WORK**. **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform **WORK**.
9. **SUSPENSION OF WORK BY CITY.** **DIRECTOR** shall have authority to suspend **WORK** where he believes that **CONTRACTOR** is not performing **WORK** in accordance with this **CONTRACT**. **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete **WORK** where **WORK** is suspended by **DIRECTOR** for good cause.

10. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend **WORK** for a period of time, the deadline for completion of **WORK** shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits **WORK**, this **CONTRACT** shall be null and void as of the date such injunction, Court order or judgment becomes final, although **CONTRACTOR** shall be entitled to reasonable compensation for **WORK** performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of **WORK**, this **CONTRACT** shall be deemed modified in accordance therewith and compensation of **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of **WORK**.
11. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of **WORK** identified in **CITY** Request for Proposals. Increases in the scope of **WORK** shall result in a determination of **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the **CONTRACT** as a guideline. Change Orders must be approved by the **CITY**, and by **CONTRACTOR**, and upon approval and execution, shall be considered a **CONTRACT** amendment, to be kept on file in **CITY** Department of Finance, and incorporated into this **CONTRACT** by reference. Should **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided **DIRECTOR** attaches thereto a written report so indicating.
12. **CLAIMS AND DEADLINES FOR ADDITIONAL COMPENSATION.** Any claim by **CONTRACTOR** for additional compensation arising out of extenuating circumstances not covered by this **CONTRACT** shall be submitted, in written form, to the **DIRECTOR** within fourteen (14) calendar days of the event giving rise to or forming the basis for such claim, or be deemed forever waived. When the claim for additional compensation involves **WORK** which will be covered and unavailable for inspection within said fourteen (14) day period of time, then **CONTRACTOR** shall promptly provide **DIRECTOR** with informal notice and an opportunity for inspection although a formal claim need not be filed earlier than as above provided. **CONTRACTOR** further has a duty to, from time to time, notify **DIRECTOR** of any facts or events which may lead to a claim for additional compensation as soon as **CONTRACTOR** is aware of such facts or events.
13. **WAIVER OF RIGHTS.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
14. **SUBCONTRACTORS, MAJOR SUPPLIERS, AND MATERIAL DUMPING OR DISPOSAL SITES.** **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this **CONTRACT**. Major material suppliers shall be those providing over \$5,000.00 in materials. Any changes in said list

must be approved by CITY. CONTRACTOR is responsible for the WORK of subcontractors and for delays in Work occasioned thereby.

CONTRACTOR has a duty to remove and replace subcontractors whose involvement in WORK will result in a breach of this CONTRACT. Furthermore, should DIRECTOR, in his/her sole discretion determine the subcontractors and/or suppliers involvement in the WORK will result in a breach of the CONTRACT, DIRECTOR shall have the right, in writing, to compel CONTRACTOR to remove and replace said subcontractors and/or suppliers. Should CONTRACTOR fail to comply with the requirements of providing notice or removing and replacing subcontractors, CITY shall have the option to declare the CONTRACTOR in breach and exercise the rights pursuant to Section 31 herein.

15. **CONTROL AND PROTECTION OF WORK SITE.** CONTRACTOR shall be responsible for the control and protection of WORK site from commencement of WORK until WORK is completed. CONTRACTOR shall keep the site secure and inaccessible to the public.
16. **SALVAGE RIGHTS.** CONTRACTOR shall have all salvage rights by virtue of this CONTRACT.
17. **CITY COOPERATION.** CITY will reasonably cooperate with CONTRACTOR to facilitate CONTRACTOR'S performance of WORK. CONTRACTOR will provide reasonable notice to CITY when the assistance thereof is requested. However, CITY has no obligation to supervise or perform any part of WORK.
18. **GOVERNMENTAL PERMITS AND APPROVALS.** CONTRACTOR is fully responsible, at CONTRACTOR'S cost and expense, to procure such permits and approvals as may be required from any governmental body, including the CITY, as a precondition to the performance of WORK, including, but not limited to, raze permit, erosion control permit, permits to temporarily obstruct streets, and asbestos removal permit from the State of Wisconsin, Department of Natural Resources, where an exemption is not applicable.
19. **LAW, RULES AND REGULATIONS.** CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and codes applicable to the performance of this CONTRACT and WORK including, but not limited to, any requests imposed by the State of Wisconsin's Department of Natural Resources.
20. **CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although CONTRACTOR performs WORK as an independent contractor, DIRECTOR shall have the right to request CONTRACTOR to remove and replace any of CONTRACTOR'S employees involved in WORK when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any CITY personnel associated with WORK. CONTRACTOR shall comply with any reasonable request.
21. **CONTRACTOR,** at all times WORK is being performed, shall assign an employee or agent on the WORK site to be the person to whom DIRECTOR may furnish instructions or orders, or make inquiries of at all times when WORK is being

performed. The name of such employee or agent shall be submitted to **DIRECTOR**, in writing, upon commencement of **WORK**.

22. **WATER USE. CONTRACTOR** has the obligation of arranging with the Kenosha Water Utility for the use of water and may not use any Kenosha Water Utility hydrants or other water source without making arrangements in advance.

CONTRACTOR, where water is required, will be required to obtain a Hydrant Permit and meter from the Kenosha Water Utility, 4401 Green Bay Road. Any deposit and fee shall be paid by **CONTRACTOR**.

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

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

25. **WORKMANSHIP.** Workmanship shall conform to the best standard practice in Southeastern Wisconsin. Equipment and procedures used must be suitable to and compatible with the nature of the **WORK, WORK** site and prevailing year-round weather conditions which affect **WORK** and the **WORK** site.

26. **UTILITIES. CONTRACTOR** has the obligation of obtaining utility locations, clearances, hookups or cutoffs directly from the relevant utility at **CONTRACTOR'S** cost and expense. The **CITY** shall disconnect gas and electrical power and remove power lines from the building(s) or structure(s) being razed.

27. **CLEANUP. CONTRACTOR** shall at all times keep the site and off-site areas related to **WORK**, including all right-of-ways, streets, highways, alleys and private or public property adjacent to the **WORK** site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of **WORK**.

Within ten (10) days after the completion of **WORK, CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the **WORK** site and off site areas related to **WORK**, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should **CONTRACTOR**

neglect any such duty, **DIRECTOR** may cause any such **WORK** to be performed at **CONTRACTOR'S** cost and expense.

28. **FOUNDATIONS AND EXCAVATIONS.** **CONTRACTOR** assumes all risks and costs and expenses associated with foundations and excavations, whether actual or, where in **CITY's** opinion, there exists potential of (1) collapse; (2) damage to abutting public or private property; or (3) problems associated with subsurface or surface waters, ice or snow. An inspection by **CITY** shall be performed prior to back filling. **CONTRACTOR** shall coordinate with the Department of Community Development and Inspections in performing said inspection. Should said inspection, in **CITY's** opinion, indicate any or all potential of (1) collapse; (2) damage to abutting public or private property; or (3) problems associated with subsurface or surface waters, ice or snow, **CONTRACTOR** shall undertake any action requested by **CITY** to address said concerns.
29. **PAYMENT OF EMPLOYEES, MINIMUM WAGE SCALE, SUBCONTRACTORS AND SUPPLIERS.** **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this **CONTRACT** and **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the **WORK**. **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Finance. **CONTRACTOR**, under Section 5.10 of the City of Kenosha Code of General Ordinances, is required to pay their employees in accordance with a minimum wage scale determined by the State Department of Workforce Development. The **CONTRACTOR** shall keep full and accurate records, clearly indicating the name and trade or occupation of every laborer, worker, or mechanic employed in connection with the Project, and an accurate record of the hours worked by each employee and the actual wages paid therefor. **CONTRACTOR** shall submit an affidavit with the final request for payment stating it has complied with all the prevailing wage conditions.
30. **LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that **CONTRACTOR** fails to fully and completely perform **WORK** within the time limit or time extension provided, **CONTRACTOR** shall pay to **CITY** for such default the sum of Two Hundred (\$200.00) Dollars per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due **CITY** from **CONTRACTOR**.
31. **RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** **CONTRACTOR** recognizes the right of **CITY** to suspend **WORK**, to order the revision of nonconforming **WORK**, to relet all or part of **WORK** or to itself perform such **WORK** as may be required to ensure the timely completion of **WORK** or to replace improper or defective **WORK**, as determined necessary by **DIRECTOR**. However, none of the above shall relieve **CONTRACTOR** of its obligations under this **CONTRACT**.
32. **OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT.** **CONTRACTOR** will promptly, upon receipt of written demand from **DIRECTOR**, refund any overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall

pay CITY interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full. Should CONTRACTOR owe CITY any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to WORK under this CONTRACT, CONTRACTOR authorizes CITY to deduct said amount from any payment due CONTRACTOR hereunder.

33. **SAFETY PRECAUTIONS.** CONTRACTOR, during the performance of Work, shall assume control of the Work site and put up and properly maintain, at CONTRACTOR'S cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make WORK site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with WORK, during both day and night hours. DIRECTOR may order CONTRACTOR, by a time or date certain, to take designated safety measures and the failure of CONTRACTOR to promptly obey said order shall result in a penalty of One Hundred (\$100.00) Dollars per day for each day said order is not complied with. CONTRACTOR shall be fully responsible for making the WORK site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of DIRECTOR or CITY inspectors or lack thereof, in this regard. CONTRACTOR has an obligation to check warning and safety devices on a daily basis. In the event of termination of this CONTRACT prior to completion of WORK, CONTRACTOR shall continue to be responsible for maintaining the safety of the WORK Site until relieved of the obligation by DIRECTOR or until another contractor takes possession of the WORK Site.

34. **PAYMENT – ACCEPTANCE OF WORK.** Payment shall be made by CITY upon completion of WORK and submission of invoice to CITY Director of Finance, within fifteen (15) days after DIRECTOR executed a document accepting WORK as being performed in accordance with this CONTRACT, subject to the following.

Payment will not be made for so long as any order made to CONTRACTOR by DIRECTOR seeking compliance with the CONTRACT is not complied with. Payment will be reduced by the amount of any claim which CITY may have against CONTRACTOR for improper, defective or rejected WORK or liquidated damages due to delay in the schedule of time for WORK completion; failing to take safety precautions; by the amount of setoffs authorized by this CONTRACT, or for any other primary liability of CONTRACTOR for which CITY could be secondarily liable, which secondary liability was not assumed by CITY under this CONTRACT.

WORK shall not be accepted by DIRECTOR until all employees, subcontractors and suppliers have been fully paid for all labor, services, supplies or materials provided thereby, and lien waivers or releases have been procured and filed with the CITY'S Community Development and Inspections Department.

35. **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 Worker's and Unemployment Compensation with respect to its employees.

36. **PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** CONTRACTOR may not assign this CONTRACT, enter into a joint enterprise or sublet any WORK without the express written approval of DIRECTOR and CITY is not liable for any costs and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this CONTRACT voidable by the DIRECTOR as of the date thereof, and CITY will not be obligated to pay to CONTRACTOR any money for any WORK performed by an unauthorized party. However, if this CONTRACT is voided, CONTRACTOR will continue to be responsible for maintaining the safety of the WORK site until relieved of this obligation by DIRECTOR or until another CONTRACTOR takes possession of the WORK site. The CONTRACTOR will be responsible for any cost, loss, expense or damages the CITY may incur in enforcing this provision.
37. **INDEMNITY AND HOLD HARMLESS AGREEMENT.** CONTRACTOR agrees that it will, at all times relevant to this CONTRACT, defend, indemnify and hold harmless, CITY and its officers, agents, employees and representatives, from and against any and all liability, loss, injury, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by CITY or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by CONTRACTOR or as a result of the willful or negligent act or omission of CONTRACTOR and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, resulting in any person or party suffering or sustaining personal injury, death or property loss or damage, or a violation of any other right protected by law.
38. **INSURANCE.** CONTRACTOR and subcontractors shall procure and maintain, during the Term of this CONTRACT, insurances as hereinafter specified, issued by a Company authorized and licensed to do business in the State of Wisconsin, having a minimum AM Best rating of A-. The insurance policy or policies shall name the CITY as an additional insured and contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the CITY will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or any change takes effect. CONTRACTOR, shall furnish: (a) Certificate of Insurance(s) and endorsement(s) indicating compliance with this Section, including naming CITY as "additional insured". Throughout the duration of the WORK, certificates of policy renewals shall be furnished to CITY within five (5) days of any such request.

The following insurance coverages must be in effect and continue in effect during the term(s) of CONTRACT in not less than the following amounts:

a) Commercial General Liability

One Million Dollars (\$1,000,000.00), Per Occurrence
Two Million Dollars (\$2,000,000.00), Aggregate

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

Combined Single Limit of One Million Dollars (\$1,000,000.00):

c) Excess Umbrella Liability:

Minimum limit of Three Million Dollars (\$3,000,000.00). Said umbrella policy shall provide the same protection and coverage as the Commercial General Liability Policy and shall not have any exclusions or limits not identified in the Commercial Liability Policy.

d) Pollution Legal Liability:

Minimum liability of Two Million Dollars (\$2,000,000.00)

e) Worker's Compensation: Statutory Limits:

i. Employer's Liability

One Hundred Thousand Dollars (\$100,000.00), Each Accident

One Hundred Thousand Dollars (\$100,000.00), Disease, Each Employee

Five Hundred Thousand Dollars (\$500,000.00), Disease, Policy Limit

39. **COOPERATION. CONTRACTOR** shall cooperate with representatives of any and all Local, Federal or State agencies having authority over or providing funding for **WORK**. Further, although **CONTRACTOR** has possession of **WORK** site, it shall permit **CITY** employees and representatives, and employees and representatives of any Federal or State funding agency to have reasonable access to **WORK** site at all times.
40. **SEVERABILITY.** It is mutually agreed that in case any provision of this **CONTRACT** is determined by a Court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this **CONTRACT** shall remain in full force and effect.
41. **NONDISCRIMINATION.** In the performance of **WORK** under this **CONTRACT**, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs or student status. Work is to be performed in accordance with the Federal Americans With Disabilities Act.
42. **NO THIRD PARTY BENEFICIARIES.** This **CONTRACT** is intended to be solely for the benefit of the parties hereto. No part of this **CONTRACT** shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees of either of the parties.
43. **FULL AGREEMENT – MODIFICATION.** This **CONTRACT** shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents inconsistent herewith. This **CONTRACT** can be modified, in writing, by the mutual agreement of the parties hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that **CITY** Director of Finance must approve any amendment of this **CONTRACT**.

44. **NOTICES.** Any notice required to be given to any party to this **CONTRACT** shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery if by hand, or mailing if by certified mail.

If to **CITY:** Director of Community Development and Inspections
625-52nd Street, Room 308
Kenosha, Wisconsin 53140

With a copy to: Office of the City Attorney
Municipal Building, Room 201
625 52nd Street,
Kenosha, Wisconsin 53140

-and-

Department of Finance
Municipal Building, Room 208
625 52nd Street,
Kenosha, Wisconsin 53140

If to **CONTRACTOR:** Azarian Wrecking, LLC
726 Water Street
Racine, WI. 53403
Attention: Sam Azarian, Member

45. **EXECUTION AUTHORITY.** Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power to execute this **CONTRACT**; (b) the execution and delivery of this **CONTRACT** 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 **CONTRACT** constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of this **CONTRACT**.

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

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

By: _____
John M. Antaramian, Mayor

Date: _____

By: _____
Deb Salas, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)

:SS.

COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2016, _____, **John M. Antaramian, Mayor, and Deb Salas, City Clerk/Treasurer** of **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Contract of said municipal corporation, by its authority.

Notary Public, Kenosha County, WI.

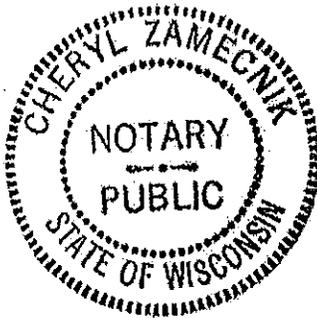
My Commission expires/is: _____

Azarian Wrecking, LLC,
A Wisconsin Limited Liability Company

BY: [Signature]
Sam Azarian, Owner
Date: 11/25/16

STATE OF WISCONSIN)
:SS.
COUNTY OF RACINE)

Personally came before me this 25 day of November, 2016,
Sam Azarian, Owner of Azarian Wrecking, LLC., a Limited Liability Company, to me known
to be such Owner of said Limited Liability Company, and acknowledged to me that he
executed the foregoing instrument as such Owner as the Contract of said Limited Liability
Company, by its authority.



[Signature]
Notary Public, Racine County, WI

My Commission expires/is: 5-15-20

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

STATE OF Wisconsin
COUNTY OF Racine :SS.

Sam Azarian, being first duly sworn, on oath, deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below, and that all statements herein are made on behalf of such Bidder, and this deponent is authorized to make them.
[Fill Out Applicable Paragraph]

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

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

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

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

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

ADDRESS. The business address of the Bidder is as follows:

1535 High St.
Racine WI 53404

Telephone Number: 262-637-4153

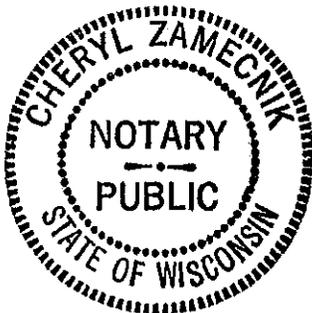
STATUTORY SWORN STATEMENT.

Sam Azarian, also deposes and states that he/she has examined the Request for Proposal to Raze Buildings with Instructions to Proposers, the Specifications and Special Conditions and any City furnished data, has investigated the site conditions or, in the alternative, has waived such inspection at Bidder's peril, and has carefully prepared the Bid Proposal from the Request for Proposal to Raze Buildings with Instructions to Proposers, the Specifications and Special Conditions, and any City furnished data, and checked the same in detail before submitting this Proposal or Bid. The undersigned also deposes and states that the statements contained in this Affidavit are true and correct.

Signed: _____
Typed Name: Sam Azarian
Title: member/owner
Date: 11/7/16

STATE OF Wisconsin
COUNTY OF Racine :SS.

Subscribed and sworn to before me
this _____ day of _____, 2016
[Signature]



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aron & McLennan Agency LLC 725 South Moorland Road Brewer, WI 53161 920 242-7001	CONTACT NAME: Clara "Clare" Borck	PHONE (A/C No. Ext): 262 796-8823	FAX (A/C No.): 262 788-9763
	E-MAIL ADDRESS: clare.borck@marshmma.com		
INSURED Balestreri Environmental & Development, Inc. 1538 Country Club Parkway Elkhorn, WI 53121-3999	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Aron Specialty Insurance Company		21199
	INSURER B: Aron Insurance Company		11150
	INSURER C: Cincinnati Insurance Co.		10677
	INSURER D:		
	INSURER E:		

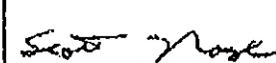
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDITIONAL INSR. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Lead Asbestos <input type="checkbox"/> Abatement Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	12EMP4351711	03/25/2016	03/25/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED (RELOCATED) EQUIPMENT \$50,000 MED EXP (Any and all persons) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp - \$250 <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 0 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COI - \$500 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		EBA0111660	12/15/2015	12/15/2016	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	12EMX4351611	03/25/2016	03/25/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
PROFESSIONAL LIAB LEAS/RENT EQUIPMT		12EMP4351711 EPP0111660	03/25/2016 12/15/2015	03/25/2017 12/15/2016	\$1,000,000 Limit \$350,000 w/\$500 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

E: BE&D #5313-01 Vacant Residential Home
 The certificate holder is included as an additional insured under the General Liability in regards to the above project. Notice of cancellation is in favor of the certificate holder.

CERTIFICATE HOLDER City of Kenosha - Dept of Finance 625 52nd St, Room 208 Kenosha, WI 53140	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 21

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursement for the period from 11/01/16 through 11/15/16 and have approved the disbursement as follows:

1. Checks numbered from 162625 through 162919 as shown on attached listing consisting of:

a. Debt Service	<u>-0-</u>
b. Investments	<u>-0-</u>
c. All Other Disbursements	<u>2,089,202.36</u>
SUBTOTAL	<u>2,089,202.36</u>

PLUS:

2. City of Kenosha Payroll Wire Transfers
from the same period: 1,375,476.11

TOTAL DISBURSEMENTS APPROVED **\$3,464,678.47**

Daniel Prozanski Jr.

Anthony Kennedy

Dave Paff

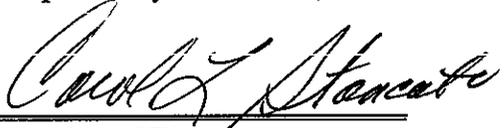
Patrick Juliana

Scott Gordon

Curt Wilson

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectively submitted,



Director of Finance

**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: 11/16/2016

Prepared By:

Reviewed By:

A handwritten signature in black ink, appearing to be 'CLW', is written over the 'Prepared By' and 'Reviewed By' labels.

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162625	11/02	ABILITY GLASS, INC	520-09-50201-347-000 520-09-50201-347-000	10/16 TD GLASS & REP 10/16 TD GLASS & REP CHECK TOTAL	195.00 135.00 330.00
162626	11/02	BINDELLI CONSTRUCTION INC	110-09-56501-259-569 110-09-56501-259-569 110-09-56501-259-569	10/16 6212 32 AVE 10/16 915 40 ST 10/16 6510 14 AVE CHECK TOTAL	200.00 72.12 72.12 344.24
162627	11/02	THE AFTERMARKET PARTS CO	520-09-50201-347-000	I/O BLOCK	3,385.97
162628	11/02	VIKING ELECTRIC SUPPLY	110-03-53109-375-000 110-03-53109-375-000 110-03-53109-375-000 110-03-53109-375-000 110-03-53109-375-000 110-03-53109-374-000	10/16-ST ELECTRICAL 10/16-ST ELECTRICAL 10/16-ST ELECTRICAL 10/16-ST ELECTRICAL 10/16-ST ELECTRICAL 10/16-ST ELECTRICAL CHECK TOTAL	179.28 85.00 54.78 24.51 14.94 9.38 367.89
162629	11/02	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000	11/16 HEALTH SERVICE	57,508.75
162630	11/02	INTERSTATE ELECTRIC SUPPLY	633-09-50101-246-000	09/16-LI ELECTRICAL	90.00
162631	11/02	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	09/16-PRISONER MAINT	537.00
162632	11/02	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	09/16 DRUGS	1,136.50
162633	11/02	PALMEN BUICK	110-03-53103-344-000	REPAIRS #2717	2,110.72
162634	11/02	FIRST SUPPLY CO.	110-01-51801-389-000 110-05-55109-235-000	10/16 MB SUPPLIES AN 06/16 PA CREDIT CHECK TOTAL	309.69 31.79CR 277.90
162635	11/02	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	10/16-TD TIRE SERVIC	157.85
162636	11/02	TRAFFIC & PARKING CONTROL CO	110-03-53109-373-000 520-09-50201-347-000 520-09-50201-347-000	PEDESTAL BASES ARTS & DESIGN CHARGE TITLE VI POLICY SIGN CHECK TOTAL	1,448.29 62.20 16.10 1,526.59

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162637	11/02	VAN'S GAS SERVICE INC	110-03-53103-355-000	09/16-ST PROPANE GAS	41.00
162638	11/02	BLACKBURN MANUFACTURING CO.	520-09-50201-347-000 520-09-50201-347-000	MARKING FLAG NEW SCREEN CHARGE CHECK TOTAL	84.01 20.00 104.01
162639	11/02	PAYNE & DOLAN INC.	110-03-53103-355-000 110-03-53103-355-000	10/16 ST ASPHALT MAT 10/16 ST ASPHALT MAT CHECK TOTAL	2,466.00 230.79 2,696.79
162640	11/02	REINDERS INC.	110-05-55102-353-000 110-05-55102-353-000 110-05-55102-353-000	WEED & FEED GLYPHOSATE PRO, FERTILIZER CHECK TOTAL	1,294.81 1,132.95 976.00 3,403.76
162641	11/02	FABICK	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	10/16 SE #3207 PARTS 10/16 SE #2282 PARTS 10/16 SE #3207 PARTS 10/16 SE #3207 PARTS 10/16 SE #3207 PARTS 10/16 SE #3207 PARTS 10/16 SE CREDIT 10/16 SE CREDIT 10/16 SE CREDIT CHECK TOTAL	743.24 444.19 276.52 155.51 127.80 104.49 112.22CR 151.41CR 1,367.98CR 220.14
162642	11/02	CARRICO AQUATIC RESOURCES	110-05-55111-264-000	CPO INSTRUCTION CERT	570.00
162643	11/02	A & R DOOR SERVICE	110-02-52103-344-000 110-02-52203-246-000 110-02-52203-246-000	10/16-PD DOOR REPAIR 10/16 FD #6 DOOR REP 10/16 FD #7 DOOR REP CHECK TOTAL	491.00 283.00 220.00 994.00
162644	11/02	LARK UNIFORM, INC.	110-02-52103-367-000	09/16 PD FINLEY ITEM	197.85
162645	11/02	SHORT ELLIOTT HENDRICKSON	403-11-51406-589-000	09/16 WETLAND MITIGA	377.50
162646	11/02	LALONDE CONTRACTORS INC	402-11-51501-585-000	CONCRETE STR REPAIRS	96,271.85
162647	11/02	PACER SERVICE CENTER	110-01-50301-219-000	7-9/16 PACER ACCESS	45.50

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162648	11/02	ACCURATE PRINTING CO., INC.	110-02-52103-311-000	10/16 PD PRINTING/SU	305.00
162649	11/02	CONCRETE SPECIALTIES CO.	403-11-51102-588-000	10/16 ST STRUCTURES/	470.00
			403-11-51102-588-000	10/16 ST STRUCTURES/	188.00
			403-11-51102-588-000	10/16 ST STRUCTURES/	94.00
				..... CHECK TOTAL	752.00
162650	11/02	STRAND ASSOCIATES, INC.	110-03-53117-219-000	2016 LND FILL MONITOR	975.73
162651	11/02	SOUTHPORT HEATING & COOLING	633-09-50101-241-000	10/16 PREVENTATIVE M	440.00
162652	11/02	MILWAUKEE PC, INC.	760-09-50101-524-000	10/16-DESKTOP COMP	1,717.66
162653	11/02	LAKESIDE INTERNATIONAL TRUCK	206-02-52205-344-000	09/16 FD PARTS/MATER	1,186.01
			630-09-50101-393-000	09/16 SE PARTS/MATER	55.86CR
				..... CHECK TOTAL	1,130.15
162654	11/02	SHRED-IT USA	110-02-52203-246-000	09/16 FD DOCUMENT SH	18.73
162655	11/02	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	10/16-MB JANITORIAL	3,962.41
			110-02-52203-243-000	10/16-FD JANITORIAL	721.00
				..... CHECK TOTAL	4,683.41
162656	11/02	PAGEL HYDRAULIC SERVICE	632-09-50101-235-000	10/16 SERVICES/PART	550.00
162657	11/02	PAUL CONWAY SHIELDS	110-02-52206-367-000	10/16 TURNOUT GEAR	122.50
162658	11/02	US CELLULAR	110-02-52109-226-000	10/6-11/5 CELL PHONE	320.00
			631-09-50101-226-000	9/06-10/05 PW CELL A	159.09
			110-02-52109-226-000	10/6-11/5 10 GB	70.00
			110-02-52102-226-000	10/6-11/5 CELL AIR C	37.18
			110-02-52108-226-000	10/6-11/5 AIR CHARGE	22.95
			631-09-50101-226-000	10/06-11/05 PW CELL	16.05
			501-09-50103-226-000	10/14-11/13 PW CELL	7.35
			501-09-50103-226-000	9/14-10/13 PW CELL A	7.05
			110-02-52103-226-000	10/6-11/5 AIR CHARGE	5.35
			521-09-50101-226-000	10/06-11/05 AR PHONE	2.40
			110-02-52101-226-000	10/06-11/05 CELL AIR	1.00
				..... CHECK TOTAL	648.42

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162659	11/02	CUMMINS NPOWER, LLC	520-09-50201-347-000	10/16 TD PARTS/SERVI	1,097.70
			520-09-50201-347-000	10/16 TD PARTS/SERVI	648.67
			520-09-50201-347-000	10/16 TD PARTS/SERVI	407.97
			520-09-50201-347-000	10/16 TD PARTS/SERVI	126.75
			520-09-50201-347-000	10/16 TD PARTS/SERVI	38.36
			520-09-50201-347-000	10/16 TD CREDIT	99.00CR
				..... CHECK TOTAL	2,220.45
162660	11/02	FLITZ SERVICE CORPORATION	520-09-50201-369-000	COIN SORTER	5,500.00
			520-09-50201-369-000	CURRENCY COUNTER	495.00
				..... CHECK TOTAL	5,995.00
162661	11/02	NORLAB INC.	501-09-50105-389-000	LIQUID POWDER DYE	444.00
162662	11/02	MALSACK, J	110-09-56501-259-570	10/16 6415 28TH AVE	1,358.50
			110-09-56501-259-570	10/16 4817 18TH AVE	778.54
			110-09-56501-259-570	10/16 6510 14TH AVE	399.00
			110-09-56501-259-570	10/16 6212 32ND AVE	360.13
			110-09-56501-259-570	10/16 4814 SHER RD	315.59
			110-09-56501-259-570	10/16 2521 73RD ST	279.19
			110-09-56501-259-570	10/16 6821 22ND AVE	268.77
			110-09-56501-259-570	10/16 6720 25TH AVE	256.20
			110-09-56501-259-570	10/16 3618 21ST AVE	253.95
			110-09-56501-259-570	10/16 1740 BIRCH RD	248.66
			110-09-56501-259-570	10/16 2502 54TH ST	215.23
			110-09-56501-259-570	10/16 5507 23RD AVE	210.06
			110-09-56501-259-570	7401 SHER RD	185.40
			110-09-56501-259-570	10/16 1619 26TH ST	170.47
			110-09-56501-259-570	10/16 5210 58TH ST	168.27
			110-09-56501-259-570	10/16 5215 61ST ST	166.25
			110-09-56501-259-570	10/16 4704 24TH AVE	165.79
			110-09-56501-259-570	10/16 4622 10TH AVE	154.83
			110-09-56501-259-570	10/16 1807 50TH ST	150.29
			110-09-56501-259-570	10/16 1607 50TH ST	149.96
			110-09-56501-259-570	10/16 5507 22ND AVE	148.20
			110-09-56501-259-570	10/16 2114 52ND ST	142.50
			110-09-56501-259-570	4308 6TH AVE	137.94
			110-09-56501-259-570	10/16 5602 44TH AVE	132.09
			110-09-56501-259-570	10/16 6044 30TH AVE	127.41
			110-09-56501-259-570	10/16 5903 23RD AVE	116.77
			110-09-56501-259-570	10/16 6803 35TH AVE	108.49
			110-09-56501-259-570	10/16 1617 70TH ST	107.69
			110-09-56501-259-570	10/16 5503 23RD AVE	100.46
			110-09-56501-259-570	10/16 5318 61ST ST	90.63
110-09-56501-259-570	10/16 6243 35TH AVE	85.73			
110-09-56501-259-570	10/16 515 66TH ST	82.99			
110-09-56501-259-570	10/16 5821 23RD AVE	80.41			
110-09-56501-259-570	10/16 1214 61ST ST	76.43			
110-09-56501-259-570	10/16 5006 33RD AVE	75.81			

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-09-56501-259-570	10/16 2721 63RD ST	72.43
			110-09-56501-259-570	10/16 5010 33RD AVE	63.27
			110-09-56501-259-570	10/16 434 43RD ST	61.56
			110-09-56501-259-570	10/16 4001 35TH AVE	45.60
			110-09-56501-259-570	10/16 4101 35TH AVE	36.48
			110-09-56501-259-570	10/16 4219 22ND AVE	21.09
			110-09-56501-259-570	10/16 6520 21ST AVE	9.69
			110-09-56501-259-570	10/16 7921 45TH AVE	8.47
			110-09-56501-259-570	10/16 6300 22ND AVE	1.52
				..... CHECK TOTAL	8,188.74
162663	11/02	JENSEN TOWING	110-02-52103-219-000	08/16-#16-123457 TOW	55.00
162664	11/02	MARTIN PETERSEN COMPANY, INC.	520-09-50201-246-000	4 OF 4 P.M. PROGRAM	1,884.00
162665	11/02	AUTUMN SUPPLY	520-09-50401-382-000	10/16 TD JANITORIAL	165.14
			520-09-50401-382-000	10/16 TD JANITORIAL	132.12
				..... CHECK TOTAL	297.26
162666	11/02	FIFTY STATES DIST.	110-02-52203-259-000	09/16 LAUNDRY SERVIC	4,061.55
			110-02-52203-259-000	08/16 LAUNDRY SERVIC	3,493.81
				..... CHECK TOTAL	7,555.36
162667	11/02	ALIA, DUMEZ, DUNN & MCTERNAN	110-09-56402-219-000	MILLER-10/25/03	1,606.00
			110-09-56402-219-000	ARNOLD-07/20/12	836.00
			110-09-56402-219-000	BEAL-03/05/08	754.17
			110-09-56402-219-000	WILSON-05/11/11	308.00
				..... CHECK TOTAL	3,504.17
162668	11/02	CARQUEST AUTO PARTS	520-09-50201-347-000	09/16 PARTS & MATERI	1,304.01
			520-09-50401-311-000	09/16 PARTS & MATERI	399.00
			520-09-50201-382-000	09/16 PARTS & MATERI	189.99
			520-09-50401-347-000	09/16 PARTS & MATERI	9.49
				..... CHECK TOTAL	1,902.49
162669	11/02	AMERICAN HYDRAULICS	630-09-50101-393-000	10/16 SE #2059 PARTS	933.00
162670	11/02	CENTRAL SAW AND MOWER	501-09-50106-369-000	CHAINSAW, 2.15 CU IN	1,335.30
			501-09-50106-369-000	CHAINSAW	980.10
			501-09-50106-369-000	CHAINSAW 20"	530.05
				..... CHECK TOTAL	2,845.45

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162671	11/02	MEAD & HUNT, INC.	521-09-50101-219-000	09/16 SERVICES/SURVE	817.00
162672	11/02	GLEASON REDI-MIX	403-11-51202-588-000	09/16-ST CONCRETE MA	1,396.50
			403-11-51202-588-000	10/16-ST CONCRETE MA	1,185.00
			403-11-51202-588-000	10/16-ST CONCRETE M	1,000.00
			403-11-51202-588-000	09/16-ST CONCRETE MA	980.00
			403-11-51202-588-000	09/16-ST CONCRETE MA	736.00
			403-11-51202-588-000	10/16-ST CONCRETE MA	736.00
			403-11-51202-588-000	10/16-ST CONCRETE MA	710.50
			403-11-51202-588-000	09/16-ST CONCRETE MA	440.00
			403-11-51202-588-000	10/16-ST CONCRETE MA	412.25
			403-11-51202-588-000	09/16-ST CONCRETE MA	327.50
			403-11-51202-588-000	10/16-ST CONCRETE MA	240.00
				..... CHECK TOTAL	8,163.75
162673	11/02	TOTAL PARKING SOLUTIONS, INC	520-09-50202-249-000	TERMINAL MAINT	2,760.00
			520-09-50202-249-000	TERMINAL MONITORING	1,920.00
				..... CHECK TOTAL	4,680.00
162674	11/02	MENARDS (KENOSHA)	110-02-52203-344-000	09/16 FD MERCHANDISE	407.83
			110-05-55104-344-000	09/16 PA MERCHANDISE	323.03
			110-09-56501-259-565	10/16 ST MERCHANDISE	95.96
			630-09-50101-393-000	09/16 SE MERCHANDISE	92.68
			110-02-52203-382-000	09/16 FD MERCHANDISE	91.14
			110-05-55109-244-000	09/16 PA MERCHANDISE	78.32
			501-09-50105-357-000	09/16 SW MERCHANDISE	61.44
			110-03-53110-389-000	09/16 ST MERCHANDISE	56.98
			630-09-50101-393-000	10/16 SE MERCHANDISE	56.10
			110-05-55109-344-000	09/16 PA MERCHANDISE	44.99
			110-05-55109-361-000	10/16 PA MERCHANDISE	34.97
			110-05-55109-361-000	10/16 PA MERCHANDISE	30.83
			110-02-52203-344-000	10/16 FD MERCHANDISE	26.27
			520-09-50201-317-000	09/16 TD MISC MERCHA	22.92
			110-05-55109-361-000	10/16 PA MERCHANDISE	22.41
			110-05-55109-361-000	10/16 PA MERCHANDISE	19.33
			110-05-55109-361-000	10/16 PA MERCHANDISE	16.72
			110-05-55109-361-000	10/16 PA MERCHANDISE	10.99
			501-09-50105-357-000	09/16 SW MERCHANDISE	8.98
			520-09-50201-382-000	10/16 TD MISC MERCHA	8.78
			110-05-55109-344-000	09/16 PA MERCHANDISE	7.49
			205-03-53119-353-000	09/16 ST MERCHANDISE	6.99
			110-03-53109-361-000	10/16 ST MERCHANDISE	3.94
			110-05-55109-361-000	10/16 PA MERCHANDISE	3.39
			630-09-50101-393-000	09/16 SE MERCHANDISE	13.92CR
			630-09-50101-393-000	10/16 SE MERCHANDISE	78.76CR
				..... CHECK TOTAL	1,439.80

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162675	11/02	PAYNE & DOLAN	402-11-51609-585-000	RESURFACING	4,621.52
162676	11/02	MULTIPLE CONCRETE	501-09-50105-355-000	10/16 CONCRETE MATER	3,132.00
162677	11/02	COUSIN'S SUBS	222-09-50101-259-000	2016 FALL FEST	96.00
162678	11/02	ZOLL MEDICAL CORPORATION	206-02-52205-369-000	10/16-FD MED SUPPLIE	204.21
162679	11/02	GUETZKE & ASSOCIATES INC.	110-02-52203-246-000	SMOKE DETECT REPAIRS	419.34
162680	11/02	BELLE CITY FIRE EXTINGUISHER	110-02-52203-389-000	10/16 FD #7 EXTINGUI	153.10
			110-02-52203-389-000	10/16 FD #3 EXTINGUI	75.80
			110-02-52203-389-000	10/16 FD #4 EXTINGUI	35.65
				..... CHECK TOTAL	264.55
162681	11/02	GUIDE LINES PAVEMENT MARKING	402-11-51508-589-000	EPOXY PAVE MARKINGS	144,779.30
162682	11/02	DOAN GROUP	110-09-56402-219-000	SQD#3230 APPRAISAL	125.00
162683	11/02	PREVOST CAR (US) INC	520-09-50201-347-000	08/16 BUS PARTS	135.15
			520-09-50201-347-000	08/16 BUS PARTS	.46
			520-09-50201-347-000	08/16 BUS PARTS	.41
			520-09-50201-347-000	08/16 BUS PARTS	.33
			520-09-50201-347-000	08/16 BUS PARTS	.05
				..... CHECK TOTAL	136.40
162684	11/02	HAWTHORNE SUITES BY WYNDHAM	110-02-52107-263-000	11/3 (2) GREEN BAY	169.20
			110-02-52107-263-000	11/3/16-GREEN BAY(2)	169.20
				..... CHECK TOTAL	338.40
162685	11/02	SNAP-ON INDUSTRIAL	110-03-53103-361-000	10/16 TOOLS/REPAIR S	426.35
162686	11/02	SAFELITE AUTOGLASS	630-09-50101-393-000	10/16 SE #2796 GLASS	239.94
162687	11/02	GRAINGER	521-09-50101-375-000	09/16 AR PARTS AND M	137.60
			521-09-50101-361-000	09/16 AR PARTS AND M	113.17
			521-09-50101-241-000	09/16 AR PARTS AND M	103.44
			521-09-50101-382-000	09/16 AR PARTS AND M	57.99
			521-09-50101-344-000	09/16 AR PARTS AND M	47.20
			521-09-50101-344-000	09/16 AR PARTS AND M	38.98
				..... CHECK TOTAL	498.38

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162688	11/02	ENVIRONMENTAL SYSTEMS	403-11-51412-219-000	ARCGIS FOR DESKTOP	6,300.00
162689	11/02	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	10/16 MEDICAL SUPPLI	1,079.99
			206-02-52205-318-000	10/16 MEDICAL SUPPLI	393.50
			206-02-52205-318-000	10/16 MEDICAL SUPPLI	137.06
				..... CHECK TOTAL	1,610.55
162690	11/02	MILWAUKEE SPRING AND	630-09-50101-393-000	10/16 PARTS & LABOR	1,141.26
			630-09-50101-393-000	10/16 PARTS & LABOR	220.30
				..... CHECK TOTAL	1,361.56
162691	11/02	CLEANCO	633-09-50101-243-000	10/16 LI JANITORIAL	970.25
162692	11/02	ABRA AUTO BODY	521-09-50101-344-000	REPAIR FLT#3099	1,925.14
162693	11/02	AIRGAS NORTH CENTRAL	206-02-52205-389-000	10/16 FD #5 INDUSTRI	78.96
162694	11/02	KENOSHA TIRE	501-09-50106-344-000	09/16-PA TIRES/SERVI	69.00
162695	11/02	GRAEF	633-09-50101-241-000	07/16 HVAC ASSESMEN	1,260.00
162696	11/02	RED THE UNIFORM TAILOR	110-02-52103-367-000	10/16 POLICE UNIFORM	382.75
			110-02-52106-367-000	10/16 POLICE UNIFORM	321.74
			110-02-52206-367-000	10/16 FD UNIFORMS	219.80
			110-02-52206-367-000	10/16 FD UNIFORMS	42.50
				..... CHECK TOTAL	966.79
162697	11/02	WE ENERGIES	110-03-53109-374-000	INSTALL-51 PL/4 AVE	1,200.00
162698	11/02	CHANNING BETE	206-02-52205-369-000	10/16 FD TRAINING/ED	906.93
			206-02-52205-322-000	10/16 FD TRAINING/ED	308.06
				..... CHECK TOTAL	1,214.99
162699	11/02	ROBINSON, ATIFA	110-00-21905-000-000	BEACH HOUSE-10/16/16	100.00
162700	11/02	HEATH, MEGAN	110-00-21905-000-000	BEACH HOUSE-10/15/16	300.00
162701	11/02	MARCKESE, CRAIG	110-00-21905-000-000	BEACH HOUSE-10/14/16	100.00
162702	11/02	SALAS, DEBRA	110-01-51901-263-000	ELECTION SUPPLIES	28.65

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162703	11/02	MISKINIS, DANIEL G.	110-02-52110-311-000	10/16-PETTY CASH	289.08
			110-02-52107-264-000	10/16-PETTY CASH	176.00
			110-02-52103-311-000	10/16-PETTY CASH	167.70
			110-02-52103-311-000	10/16-PETTY CASH	23.96
			110-01-51306-312-000	10/16-PETTY CASH	22.74
			110-02-52107-261-000	10/16-PETTY CASH	2.00
				..... CHECK TOTAL	681.48
162704	11/02	KOCHMAN, KRIS	222-09-50101-259-000	UNITED WAY KICKOFF	78.23
162705	11/02	HAWTHORNE SUITES BY WYNDHAM	110-02-52107-263-000	11/3/16 2- GREEN BAY	169.20
162706	11/04	CROWN TROPHY OF KENOSHA	110-02-52203-389-000	10/16-FD TROPHIES	157.45
162707	11/04	GENERAL COMMUNICATIONS, INC.	520-09-50201-231-000	RADIO	2,258.00
162708	11/04	KENOSHA JOINT SERVICES	110-02-52111-251-000	11/16 JOINT SERVICE	226,932.00
			110-02-52202-251-000	11/16 JOINT SERVICE	56,733.00
				..... CHECK TOTAL	283,665.00
162709	11/04	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	CITY HRLY	8,366.00
			110-00-21562-000-000	WATER HRLY	3,166.62
			110-00-21562-000-000	MUSEUM HRLY	15.00
				..... CHECK TOTAL	11,547.62
162710	11/04	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	9/16/16 WEBB	708.04
			110-09-56405-161-000	9/29/16 DEBAUCHE	696.87
			110-09-56405-161-000	KIEKHOFER MED REC	50.85
				..... CHECK TOTAL	1,455.76
162711	11/04	KENOSHA NEWS	110-01-51601-321-000	10/16-CD VACATE 75TH	41.64
			110-01-51601-321-000	10/16-CD VACATE 61ST	41.64
			110-01-51601-321-000	10/16-CD VACATE 24TH	40.03
			110-01-50101-321-000	10/16-CT PUBLICATION	37.85
			110-00-21104-000-000	10/16-AJPN PUBLICATI	23.54
			110-00-21104-000-000	10/16-CT OHM FUEL LI	23.54
			110-01-50101-321-000	10/16-CT 2ND READ OR	19.75
				..... CHECK TOTAL	227.99
162712	11/04	WINGFOOT COMMERCIAL TIRE	206-02-52205-344-000	10/16-FD TIRES/SERVI	1,242.50
			630-09-50101-393-000	09/16-SE TIRES/SERVI	1,070.98
			520-09-50106-346-000	10/16-TD TIRE SERVIC	359.49
			110-02-52203-344-000	10/16-FD TIRES/SERVI	142.42
				..... CHECK TOTAL	2,815.39

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162713	11/04	SHOPKO STORES	723-00-21980-000-000	10/16-FD TRUNK/TREAT	237.68
162714	11/04	KENOSHA COUNTY	110-02-52105-283-000	11/16 MONTHLY RENT	9,704.67
162715	11/04	WILLKOMM INC., JERRY	630-09-50101-391-000	10/16-SE DIESEL FUEL	12,942.68
162716	11/04	WE ENERGIES	110-03-53109-221-000	9/19-10/18	3,238.75
			110-03-53109-221-000	9/16-10/17	984.27
			110-03-53109-221-000	9/14-10/13	888.58
			110-02-52203-221-000	9/14-10/13	852.69
			110-05-55109-221-000	9/14-10/13	686.62
			110-03-53109-221-000	9/12-10/11	559.24
			110-05-55109-221-000	9/19-10/18	553.57
			110-02-52203-221-000	9/14-10/13	472.87
			110-03-53103-221-000	9/13-10/12	293.37
			110-05-55109-221-000	9/16-10/17	220.37
			110-05-55102-221-000	9/16-10/17	150.64
			110-03-53109-221-000	9/13-10/12	130.40
			110-02-52203-222-000	9/14-10/13	120.35
			110-05-55109-221-000	9/15-10/16	110.61
			110-05-55102-221-000	9/15-10/16	74.97
			110-05-55109-221-000	9/13-10/12	69.94
			632-09-50101-221-000	9/19-10/18	53.78
			110-05-55109-221-000	9/12-10/11	42.76
			110-03-53109-221-000	9/19-10/18	39.27
			110-03-53109-221-000	9/20-10/19	34.53
			519-09-50106-221-000	9/13-10/12	32.24
			110-05-55109-221-000	9/13-10/12	29.92
			110-05-55109-221-000	9/20-10/19	19.19
			110-05-55109-222-000	9/13-10/12	9.57
				..... CHECK TOTAL	9,668.50
162717	11/04	REINDERS INC.	630-09-50101-393-000	10/16-SE#3109 PARTS/	929.48
162718	11/04	WEST GROUP	110-01-50301-322-000	09/16-LE SUBSCRIPTIO	201.60
162719	11/04	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	10/16-SW SWEEPER PAR	888.60
162720	11/04	FABICK	630-09-50101-393-000	10/16 SE #3207 PARTS	2,500.93

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162721	11/04	CARRICO AQUATIC RESOURCES	110-05-55111-246-000	HUB LATERAL	106.33
162722	11/04	CHIEF CORPORATION	110-02-52103-365-000 110-02-52103-365-000	OFFICERS EQUIPMENT OFFICERS EQUIPMENT CHECK TOTAL	390.19 307.50 697.69
162723	11/04	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21511-000-000 110-00-21612-000-000 110-00-21514-000-000 110-00-21614-000-000	11/4/16 HRLY DEDCTS 11/4/16 HRLY DEDCTS 11/4/16 HRLY DEDCTS 11/4/16 HRLY DEDCTS 11/4/16 HRLY DEDCTS CHECK TOTAL	21,593.04 11,765.74 11,765.72 3,176.96 3,176.72 51,478.18
162724	11/04	DWD-UI	520-09-50101-157-000 110-09-56308-157-000 110-09-56308-157-000 110-00-15601-000-000 631-09-50101-157-000	09/16-UNEMPLOYMENT 09/16-UNEMPLOYMENT 09/16-UNEMPLOYMENT 09/16-UNEMPLOYMENT 09/16-UNEMPLOYMENT CHECK TOTAL	489.00 405.66 12.96 6.37CR 57.13CR 844.12
162725	11/04	CHEMSEARCH	630-09-50101-393-000	09/16 SE MATERIALS	776.40
162726	11/04	WIS DEPT OF REVENUE	110-00-21581-000-000	10/16-31/16 DEDCTS	974.68
162727	11/04	LAKESIDE PLAYERS	707-09-50101-259-000	COMM ARTS AWARD	250.00
162728	11/04	LINCOLN CONTRACTORS SUPPLY	110-03-53110-389-000 501-09-50105-361-000	10/16-ST TOOLS/SUPPL 10/16-SW TOOLS/SUPPL CHECK TOTAL	40.92 39.76 80.68
162729	11/04	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	10/16 FD PARTS/MATER	97.50
162730	11/04	TRIANGLE APPLIANCE	110-02-52203-235-000	08/16-FD#4 REPAIR	165.94
162731	11/04	VERMEER SALES & SERVICE	205-03-53119-219-000	10/16-ST COMPOST SCR	7,028.00
162732	11/04	PIONEER COMMERCIAL CLEANING	632-09-50101-243-000	10/16 CLEANING SERVI	339.90
162733	11/04	US CELLULAR	206-02-52205-226-000 206-02-52205-226-000 110-03-53103-226-000 205-03-53119-226-000	10/6-11/5 FD MONTHLY 10/6-11/5 FD CELL SE 10/06-11/05 ST AIRTI 10/06-11/05 ST AIRTI CHECK TOTAL	784.11 168.35 8.35 3.10 963.91

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162734	11/04	LECC TRAINING FUND	110-02-52107-264-000	11/9-10 19 OFFICERS	950.00
162735	11/04	WASTE MANAGEMENT OF WI	110-03-53117-253-416	10/16 WASTE DISPOSAL	28,910.03
			110-03-53117-253-416	10/16 WDNR TONNAGE F	14,635.14
			501-09-50104-253-000	10/16 WASTE DISPOSAL	3,430.85
			110-03-53117-253-417	10/16 COMPACTOR PULL	2,028.18
			110-03-53117-253-417	10/16 WASTE DISPOSAL	1,945.52
			501-09-50104-253-000	10/16 WDNR TONNAGE F	1,736.80
			110-03-53117-253-416	10/16 FUEL SURCHARGE	1,275.93
			110-03-53117-253-417	10/16 WDNR TONNAGE F	984.88
			110-03-53117-253-416	10/16 ENVIRONMENTAL	270.00
			110-03-53117-253-417	10/16 FUEL SURCHARGE	176.26
			501-09-50104-253-000	10/16 FUEL SURCHARGE	151.06
			110-03-53117-253-417	10/16 ENVIRONMENTAL	66.00
			501-09-50104-253-000	10/16 ENVIRONMENTAL	60.00
				..... CHECK TOTAL	55,670.65
162736	11/04	PELION BENEFITS, INC.	110-00-21517-000-000	10/16-31/16 DEDCTS	5,887.12
162737	11/04	CLEARCOM, INC.	110-01-51102-311-000	LINCOLN PARK VIDEO	231.25
162738	11/04	DB INNOVATIONS	110-02-52103-235-000	RADAR CERTIFICATION	250.00
			110-02-52103-235-000	RADAR CERTIFICATION	200.00
				..... CHECK TOTAL	450.00
162739	11/04	JOHNSON BANK	110-00-21532-000-000	CITY HRLY	1,007.11
			110-00-21532-000-000	WATER HRLY	618.65
				..... CHECK TOTAL	1,625.76
162740	11/04	CDW-G	110-01-51102-539-000	10/16 COMPUTER EQUIP	112.80
			110-01-51102-539-000	09/16 COMPUTER EQUIP	50.85
				..... CHECK TOTAL	163.65
162741	11/04	CHAPTER 13 TRUSTEE	110-00-21581-000-000	11/4/16 G GRANADO	104.00
			110-00-21581-000-000	11/4/16 C EDWARDS	35.00
				..... CHECK TOTAL	139.00
162742	11/04	GLEASON REDI-MIX	110-09-56501-259-565	CONCRETE MATERIALS	400.00
162743	11/04	FUEL SYSTEMS INC.	630-09-50101-393-000	#2235 AIR COND REPAI	48.51

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162744	11/04	DEMARK, KOLBE & BRODEK, SC	110-01-50101-219-000	09/16-ETHICS SERVICE	157.50
162745	11/04	NORTHLAND EQUIPMENT	630-09-50101-393-000	10/16 SE PARTS & MAT	456.10
162746	11/04	WASTE MANAGEMENT	633-09-50101-253-000	11/16 WEEKLY PICK UP	106.19
			110-01-51801-246-000	11/16 PULL CHARGES	70.71
				..... CHECK TOTAL	176.90
162747	11/04	MENARDS (KENOSHA)	110-02-52203-369-000	09/16 FD MERCHANDISE	491.87
			110-02-52203-369-000	09/16 FD MERCHANDISE	477.80
			110-02-52203-369-000	09/16 FD MERCHANDISE	471.16
			110-02-52203-369-000	09/16 FD MERCHANDISE	462.52
			110-02-52203-369-000	09/16 FD MERCHANDISE	458.59
			110-02-52203-369-000	10/16 FD MERCHANDISE	377.16
			110-02-52204-383-000	10/16-FD TRUNK/TREAT	291.78
			110-02-52204-383-000	10/16-FD LIGHTING	158.98
			110-02-52203-369-000	10/16 FD MERCHANDISE	133.83
			110-02-52203-369-000	09/16 FD MERCHANDISE	96.60
			110-02-52204-344-000	10/16-FD SP EVENT	85.91
			110-02-52203-369-000	09/16 FD MERCHANDISE	73.47
			723-00-21980-000-000	10/16-LIGHTNG-EVENT	64.85
			110-02-52203-369-000	10/16 FD MERCHANDISE	33.98
			110-01-51801-357-000	10/16 MB MERCHANDISE	29.97
			110-03-53116-382-000	10/16 WA MERCHANDISE	19.07
			110-03-53116-382-000	09/16 WA MERCHANDISE	17.95
			110-03-53116-382-000	09/16 WA MERCHANDISE	13.48
			110-02-52203-382-000	10/16 FD MERCHANDISE	11.21
			110-03-53116-382-000	09/16 WA MERCHANDISE	9.55
				..... CHECK TOTAL	3,779.73
162748	11/04	SWITS, LTD	110-01-52001-219-000	9/21/16-#C098484	390.00
162749	11/04	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	091014 STICH	769.70
162750	11/04	GUETZKE & ASSOCIATES INC.	110-02-52203-246-000	06/16-FD#6 TEST	243.00
162751	11/04	ILLINOIS DEPT OF REVENUE	110-00-21518-000-000	10/16 WITHHOLDING	1,108.93
162752	11/04	SUN LIFE FINANCIAL	611-09-50101-155-517	11/16 STOP LOSS SPEC	121,117.41
			611-09-50101-155-517	11/16 STOP LOSS AGG	6,469.44
				..... CHECK TOTAL	127,586.85

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162753	11/04	INTERSTATE POWER SYSTEMS	520-09-50201-246-000	GENERATOR INSPECTION	1,447.60
162754	11/04	WIS SCTF	110-00-21581-000-000	11/4/16 HRLY DEDCTS	1,728.06
162755	11/04	DIRTY DUCTS CLEANING INC	461-11-51601-581-000	ASBESTOS WORK	4,080.00
162756	11/04	ROVELLA ORNAMENTAL IRON	209-09-50101-219-000	WELCOME SIGN	775.00
162757	11/04	KENOSHA COUNTY	110-09-56501-259-567	RES 109-16 CLEAN UPS	7,077.74
162758	11/04	WHOLESALE DIRECT INC	206-02-52205-344-000	09/16-FD PARTS/MATER	818.11
			206-02-52205-344-000	10/16-FD PARTS/MATER	19.19
				..... CHECK TOTAL	837.30
162759	11/04	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	BUS PARTS	1,500.28
			520-09-50201-347-000	BUS PARTS	1,105.20
			520-09-50201-347-000	BUS PARTS	175.20
			520-09-50201-347-000	BUS PARTS	120.36
			520-09-50201-347-000	BUS PARTS	15.50
			520-09-50201-347-000	BUS PARTS	13.98
			520-09-50201-347-000	BUS PARTS	6.16
				..... CHECK TOTAL	2,936.68
162760	11/04	RED THE UNIFORM TAILOR	110-02-52103-365-000	09/16 POLICE UNIFORM	397.25
			110-02-52103-367-000	10/16 POLICE UNIFORM	386.74
			110-02-52103-367-000	10/16 POLICE UNIFORM	369.50
			110-02-52103-367-000	10/16 POLICE UNIFORM	359.78
			110-02-52103-367-000	09/16 POLICE UNIFORM	41.50
				..... CHECK TOTAL	1,554.77
162761	11/04	UNITED HEALTHCARE INSURANCE	611-09-50101-155-518	11/16 ADMINISTRATION	35,710.40
			611-09-50101-155-519	11/16 COMMISSION	3,942.40
			611-09-50101-155-519	10/16 COMM ADJ	4.48CR
			611-09-50101-155-518	10/16 ADMIN ADJ	40.58CR
				..... CHECK TOTAL	39,607.74
162762	11/04	UNITED HEALTHCARE INSURANCE	611-09-50101-155-505	3RD QTR COBRA FEES	1,455.30
162763	11/04	BAYCOM	110-02-52103-385-000	ARBITRATOR 2.4GHZ	799.85

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162764	11/04	CLARK DIETZ, INC	631-00-13109-000-000	CONSTRUCTION SERV.	23,184.82
			402-11-51611-589-000	08/16 DESIGN 60TH ST	18,484.38
			402-11-51611-589-000	DESIGN 60TH ST	18,083.50
			110-00-14402-000-000	KTEC-TRAFFIC EVAL.	2,880.00
			110-00-14402-000-000	KTEC-TRAFFIC EVAL.	1,800.00
			110-03-53109-219-000	09/16 ENG INSPEC SER	1,200.00
				..... CHECK TOTAL	65,632.70
162765	11/04	MEA-AEA KENOSHA SC	110-09-56405-161-000	1/14/13 S SHARP	304.00
162766	11/04	AURORA HEALTH SERVICES	110-09-56405-161-000	01/14/13 S SHARP	852.50
162767	11/04	IOD INCORPORATED	110-09-56405-161-000	MIELOSZYK MED REC	76.00
			110-09-56405-161-000	10/24/16 SEKEY	8.39
				..... CHECK TOTAL	84.39
162768	11/04	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	9/16/16 WEBB	43.20
162769	11/04	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	9/29/16 DEBAUCHE	337.50
			110-09-56405-161-000	9/16/16 WEBB	337.50
			110-09-56405-161-000	7/15/16 KOVACH	337.50
				..... CHECK TOTAL	1,012.50
162770	11/04	AURORA HEALTH CARE	110-09-56405-161-000	10/12/16 GAJEWSKI	540.60
			110-01-51303-216-000	10/16-SCREENS	364.00
			520-09-50101-216-000	10/16-SCREENS	113.00
			110-09-56405-161-000	10/12/16 GAJEWSKI	106.25
			110-00-15201-000-000	10/16-SCREENS	69.00
				..... CHECK TOTAL	1,192.85
162771	11/04	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	10/4/16 FINLEY	415.81
			110-09-56405-161-000	10/6/16 FINLEY	338.02
			110-09-56405-161-000	10/11/16 FINLEY	95.00
			110-09-56405-161-000	10/13/16 FINLEY	95.00
				..... CHECK TOTAL	943.83
162772	11/04	GENEX SERVICES INC	110-09-56405-161-000	10/20-26/16 BARLETT	464.04
162773	11/04	EXAM WORKS INC	110-09-56405-161-000	10/10/16 GALLEY	2,025.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162774	11/04	KENOSHA FAMILY PRACTICE	110-09-56405-161-000	10/12/16 CARTER	146.31
162775	11/04	UHS PHYSICIAN CLINIC	110-09-56405-161-000	9/27/16 WEBB	133.00
162776	11/04	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	9/6/16 GLASS	152.29
			110-09-56405-161-000	9/19/16 KIEKHOFER	123.20
			110-09-56405-161-000	9/20/16 FINLEY	72.80
			110-09-56405-161-000	8/29/16 BARLETT	72.80
				..... CHECK TOTAL	421.09
162777	11/04	HEALTHPORT	110-09-56405-161-000	KIEKHOFER MED REC	119.73
162778	11/04	COMPTODAY	110-09-56405-161-000	10/6/16 BARLETT	1,346.25
162779	11/04	PT PROS COMP LLC	110-09-56405-161-000	5/9/16 BARLETT	805.00
			110-09-56405-161-000	4/27/16 BARLETT	805.00
			110-09-56405-161-000	4/29/16 BARLETT	645.00
			110-09-56405-161-000	4/28/16 BARLETT	645.00
			110-09-56405-161-000	4/25/16 BARLETT	645.00
			110-09-56405-161-000	4/21/16 BARLETT	645.00
			110-09-56405-161-000	5/11/16 BARLETT	605.00
			110-09-56405-161-000	5/10/16 BARLETT	605.00
			110-09-56405-161-000	5/6/16 BARLETT	605.00
			110-09-56405-161-000	5/4/16 BARLETT	605.00
			110-09-56405-161-000	5/2/16 BARLETT	605.00
			110-09-56405-161-000	5/5/16 BARLETT	473.09
			110-09-56405-161-000	4/22/16 BARLETT	283.00
			110-09-56405-161-000	6/16/16 BARLETT	92.53
				..... CHECK TOTAL	8,063.62
162780	11/04	FIREHOUSE PERFORMANCE	110-02-52103-344-000	09/16 PD TIRES AND S	30.00
162781	11/04	KENOSHA SYMPHONY ORCHESTRA	707-09-50101-259-000	COMM ARTS AWARD	250.00
162782	11/04	KOHN LAW FIRM S.C.	110-00-21581-000-000	11/4/16 F FABIANO	18.25
162783	11/04	SOUTHPORT QUILTERS	707-09-50101-259-000	COMM ARTS AWARD	250.00
162784	11/04	AMERICOLLECT, INC	110-00-21581-000-000	11/4/16 G WALUS	158.03

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162785	11/04	GRIFFITH, CHET	707-09-50101-259-000	COMM ARTS AWARD	1,000.00
162786	11/04	MEYER, MARJORIE	707-09-50101-259-000	COMM ARTS AWARD	250.00
162787	11/04	TEJADA-PENA, NELSON	110-00-21111-000-000	COURT PMT #D194281	2.00
162788	11/04	HAWLEY, ROBIN	110-00-26915-000-000	BEACH HOUSE-10/21/17	425.00
			110-00-21905-000-000	BEACH HOUSE-10/21/17	250.00
				..... CHECK TOTAL	675.00
162789	11/04	GANN, CHARLES	110-00-46394-000-000	APPLIANCE STICKER	15.00
162790	11/04	COSENZA, LAURIE	110-00-21905-000-000	BEACH HOUSE-10/23/16	100.00
162791	11/04	ZAMBRANO, BARBARA	110-00-21905-000-000	BEACH HOUSE-10/21/16	300.00
162792	11/04	GARIBAY, RENEE	110-00-21905-000-000	BEACH HOUSE-10/22/16	300.00
162793	11/04	INTEGRATED MARKETING SERVICE	110-00-21112-000-000	BARTENDER LICENSE	75.00
162794	11/04	BLANCHARD, DAVID	402-11-51504-586-000	SIDEWALK REPAIR	175.00
162795	11/04	KANSAS CITY SOUTHERN Rwy CO	110-00-21112-000-000	SPC ASMT REFUND	25.87
162796	11/04	CHL COLONIAL LLC	110-00-21112-000-000	SPC ASMT REFUND	3.84
162797	11/04	GENDELL PARTNERS KENOSHA, LL	110-00-21112-000-000	SPC ASMT REFUND	17.10
162798	11/04	COX, THEONITA	110-02-52204-263-000	09/16-WI IAAI CONF	100.00
162799	11/04	HAMM, THOMAS R.	110-01-51303-144-000	2016 FALL TUITION	1,154.40
162800	11/04	KNIGHT, MATTHEW A.	110-01-50301-261-000	10/20-21 OSTHOFF	106.49
			110-01-50301-263-000	10/20-21 OSTHOFF	28.81
				..... CHECK TOTAL	135.30
162801	11/04	KRUEGER, SCOTT	110-01-51303-144-000	2016 FALL TUITION	453.60
162802	11/04	CARTER, SCOTT	110-09-56405-161-000	10/26/16 MRI INCENT	100.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162803	11/04	KETO, KIRSTEN	110-01-51201-261-000	10/16 39 MILES	21.06
162804	11/04	PAGE, BRIAN	110-09-56405-161-000	11/16 LIFE INS	176.75
162805	11/04	BALTES, JO	110-01-51303-263-000	FIRE CHIEF INTERVIEW	22.98
162806	11/04	VANG, PA PHOUALA	110-01-51601-263-000	10/22/16-CONFERENCE	92.05
			110-01-51601-263-000	10/22/16-CONFERENCE	33.60
				..... CHECK TOTAL	125.65
162807	11/04	SANTELLI, GUY	110-02-52203-389-000	FD GIFT-INTERVIEW	140.00
			110-02-52203-389-000	FD GIFT-INTERVIEW	105.00
			110-02-52204-263-000	10/16-INTERVIEW PNL	46.13
				..... CHECK TOTAL	291.13
162808	11/10	CLERK OF CIRCUIT COURT	110-01-50301-219-000	20 SMALL CLAIMS	100.00
162809	11/10	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	CITY HRLY	7,891.00
			110-00-21562-000-000	WATER HRLY	3,166.62
			110-00-21562-000-000	MUSEUM HRLY	15.00
				..... CHECK TOTAL	11,072.62
162810	11/10	WIS DEPT OF REVENUE	110-00-21512-000-000	10/16-31/16 DEDUCTS	109,734.90
162811	11/10	CHASE BANK KENOSHA	110-00-21513-000-000	11/10/16 HRLY DEDCTS	24,770.71
			110-00-21612-000-000	11/10/16 HRLY DEDCTS	13,301.34
			110-00-21511-000-000	11/10/16 HRLY DEDCTS	13,301.22
			110-00-21514-000-000	11/10/16 HRLY DEDCTS	3,490.91
			110-00-21614-000-000	11/10/16 HRLY DEDCTS	3,490.68
				..... CHECK TOTAL	58,354.86
162812	11/10	ZAK, PAUL	110-02-52203-165-000	11/16 BENEFITS	861.97
162813	11/10	REGISTER OF DEEDS	110-01-50301-219-000	VOIGHT ACQ QUIT CLM	30.00
162814	11/10	WIS DEPT OF REVENUE	761-00-21512-000-000	10/16 KCM DEDUCTS	277.00
162815	11/10	JOHNSON BANK	110-00-21532-000-000	CITY HOURLY	1,007.11
			110-00-21532-000-000	WATER HOURLY	618.65
				..... CHECK TOTAL	1,625.76

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162816	11/10	CHAPTER 13 TRUSTEE	110-00-21581-000-000	11/10/16 G GRANADO	104.00
			110-00-21581-000-000	11/10/16 C EDWARDS	35.00
				..... CHECK TOTAL	139.00
162817	11/10	WIS SCTF	110-00-21581-000-000	11/10/16 HRLY DEDCTS	1,729.19
162818	11/10	RIMKUS, JASON	761-09-50101-111-000	11/1-15/16 SERVICES	2,001.28
			761-00-21514-000-000	11/1-15/16 SERVICES	29.02CR
			761-00-21599-000-000	11/1-15/16 SERVICES	100.06CR
			761-00-21512-000-000	11/1-15/16 SERVICES	100.70CR
			761-00-21511-000-000	11/1-15/16 SERVICES	124.08CR
			761-00-21513-000-000	11/1-15/16 SERVICES	236.00CR
				..... CHECK TOTAL	1,411.42
162819	11/10	PIRO, RALPH	761-09-50101-111-000	11/1-15/16 DEDUCTS	948.80
			761-00-21514-000-000	11/1-15/16 DEDUCTS	13.76CR
			761-00-21599-000-000	11/1-15/16 DEDUCTS	25.00CR
			761-00-21512-000-000	11/1-15/16 DEDUCTS	32.80CR
			761-00-21511-000-000	11/1-15/16 DEDUCTS	58.83CR
			761-00-21513-000-000	11/1-15/16 DEDUCTS	81.00CR
				..... CHECK TOTAL	737.41
162820	11/10	RE/MAX ELITE TRUST ACCT:	461-11-51601-581-000	ACQ 4924 37TH AVE	71,855.45
162821	11/10	KOHN LAW FIRM S.C.	110-00-21581-000-000	11/10/16 F FABIANO	18.25
162822	11/10	KHDS	110-00-21112-000-000	KUROWSKI BUS PASS	12.50
162823	11/10	AMERICOLLECT, INC	110-00-21581-000-000	11/10/16 G WALUS	157.90
162824	11/10	LESKOVEC, MARIA	110-09-56404-719-000	PROP DMG 8/15/16	1,250.00
162825	11/10	HOME CONNECTIONS LLC	110-00-21112-000-000	SPC ASMT REFUND	3.23
162826	11/10	LANDMARK TITLE CORPORATION	417-11-51601-581-000	717 56 ST ACQ	141,415.76
			417-11-51601-581-000	5801 6 AVE ACQ	120,726.02
				..... CHECK TOTAL	262,141.78
162827	11/10	LANDMARK TITLE CORPORATION	461-11-51601-581-000	ACQ 4921 37TH AVE	71,855.45

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162828	11/10	PLEXUS PARTNERS, LLC	417-11-51601-581-000	717 56 ST DEPOSIT	2,500.00
			417-11-51601-581-000	5801 6 AVE DEPOSIT	1,000.00
				..... CHECK TOTAL	3,500.00
162829	11/11	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	5/2/16 HOFMANN	5,010.99
			110-09-56405-161-000	9/6-21/16 FITZGERALD	2,591.67
				..... CHECK TOTAL	7,602.66
162830	11/11	WISCONSIN FUEL & HEATING	630-09-50101-392-000	10/16 DIESEL FUEL	14,442.75
162831	11/11	KENOSHA HUMAN DEVELOPMENT	110-00-21112-000-000	E/H PASS	25.00
162832	11/11	JAY BEE COLLISION	206-02-52205-344-000	CHARGER DETAIL	215.00
162833	11/11	CHASE BANK KENOSHA	761-00-21513-000-000	10/16 KCM DEDUCTS	659.00
			761-00-21511-000-000	10/16 KCM DEDUCTS	412.32
			761-09-50101-158-000	10/16 KCM DEDUCTS	412.30
			761-00-21514-000-000	10/16 KCM DEDUCTS	96.44
			761-09-50101-158-000	10/16 KCM DEDUCTS	96.41
				..... CHECK TOTAL	1,676.47
162834	11/11	KENOSHA COUNTY	217-06-52601-259-000	#5979088- RECORDING	30.00
162835	11/11	UNITED HOSPITAL SYSTEM	110-02-52103-219-000	MED REC 16-071451	77.85
162836	11/11	SAM'S CLUB	110-01-50101-311-000	WATER FOR COUNCIL	59.76
162837	11/11	FRONTIER	110-02-52203-225-000	10/22-11/21 FIRE	49.55
162838	11/11	HENRY SCHEIN	206-02-52205-318-000	10/16 MEDICAL SUPPLI	834.38
			206-02-52205-318-000	10/16 MEDICAL SUPPLI	609.55
			206-02-52205-318-000	10/16 MEDICAL SUPPLI	48.51
				..... CHECK TOTAL	1,492.44
162839	11/11	B & L OFFICE FURNITURE	501-09-50103-362-000	OFFICE CHAIR	240.00
162840	11/11	ELECTRICAL CONTRACTORS, INC	110-03-53109-219-000	10/16 22AV/WASH LIGH	132.00
162841	11/11	KENOSHA COUNTY TREASURER	110-00-21132-000-000	04-122-12-201-006	3,443.43
			110-00-21132-000-000	03-122-05-370-024	1,042.26
				..... CHECK TOTAL	4,485.69

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162842	11/11	WRIGHT EXPRESS FSC	110-03-53109-341-000	10/16 CNG PURCHASES	81.46
			110-03-53109-341-000	10/16 CNG PURCHASES	20.37
				..... CHECK TOTAL	101.83
162843	11/11	GLEASON REDI-MIX	110-00-15201-000-000	10/16 LI CONCRETE MA	605.63
162844	11/11	WEST ALLIS FIRE DEPT	110-02-52201-219-000	TEST CANDIDATES	1,350.00
162845	11/11	GOODNOUGH, BRUCE C.	110-01-52001-219-000	SUB JUDGE	400.00
162846	11/11	PRO TOWING	110-02-52103-219-000	16-160606 TOW	15.00
162847	11/11	HABITAT FOR HUMANITY	217-06-51623-259-000	#5979095 REQ #1	51,582.76
162848	11/11	RELIABLE PHARMACEUTICAL	206-02-52205-318-000	PHARM DISPOSAL	150.00
162849	11/11	ARENZ, MOLTER, MACY, RIFFLE	110-09-56402-219-000	JNJC 8/24/15	9,954.50
			110-09-56402-219-000	COWAN 10/1/15	3,033.00
			110-09-56402-219-000	COMSYS 6/5/15	1,844.00
				..... CHECK TOTAL	14,831.50
162850	11/11	STAFFORD ROSENBAUM LLP	110-09-56402-219-000	SILER DOL 3/14/16	1,625.00
162851	11/11	PAYNE & DOLAN	110-05-55104-354-000	WALKING PATH REPAIRS	396.60
162852	11/11	COPY CENTER	761-09-50101-311-000	ANNIV PROGRAMS	35.00
162853	11/11	GATEWAY TECH COLLEGE	206-02-52205-219-000	10/16 PUNTILLO COURS	782.35
162854	11/11	KENOSHA RADIOLOGY CENTER	110-09-56405-161-000	9/30/16 FITZGERALD	2,400.00
			110-09-56405-161-000	10/6/16 FITZGERALD	1,040.00
				..... CHECK TOTAL	3,440.00
162855	11/11	AURORA HEALTH CARE	110-09-56405-161-000	9/16 GONZALES	3,332.30
			520-09-50101-216-000	10/16 SCREENS	252.00
			110-01-51303-216-000	10/16 SCREENS	207.00
			631-09-50101-219-000	10/16 SCREENS	30.00
			110-00-15202-000-000	10/16 SCREENS	30.00
			110-00-15201-000-000	10/16 SCREENS	30.00
				..... CHECK TOTAL	3,881.30

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162856	11/11	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	9/9/15 GROTH	95.00
162857	11/11	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	10/19/16 KAVIS	22.71
162858	11/11	ENCORE UNLIMITED LLC	110-09-56405-161-000 110-09-56405-161-000	9/22/16 KIEKHOEFER 10/26/16 GONZALES CHECK TOTAL	439.90 338.97 778.87
162859	11/11	MH IMAGING KENOSHA	110-09-56405-161-000	10/19/16 CARTER	600.00
162860	11/11	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000	9/9/16 FINLEY 9/22/16 FITZGERALD 10/3/16 FITZGERALD 8/26/16 FITZGERALD 9/29/16 FITZGERALD 8/9/16 FITZGERALD CHECK TOTAL	1,811.08 571.94 141.87 72.80 72.80 72.80 2,743.29
162861	11/11	LIVINGWELL HOME MED SUPPLY	110-09-56405-161-000	9/29/16 FITZGERALD	74.86
162862	11/11	WISCONSIN SPECIALTY SURGERY	110-09-56405-161-000	9/22/16 FITZGERALD	3,620.90
162863	11/11	WICK-NEITZEL, KATE E.	520-09-50101-161-000	9/20-10/31/16 MCCOY	673.80
162864	11/11	ORTHOPEDIC SURGEONS OF WI	110-09-56405-161-000	9/27/16 WITT, JR	220.15
162865	11/11	UHS PHYSICIAN CLINIC	520-09-50101-161-000	10/10/16 MCCOY	154.00
162866	11/11	FRANCINES FINE CATERING	110-02-52201-263-000	LUNCHES- INTERVIEW	483.50
162867	11/11	KENOSHA RUNNING CLUB	611-09-50102-259-000	2016 TURKEY DAY RUN	420.00
162868	11/11	ESTES, STEPHEN F	501-00-21128-000-000	ESCROW 3801 7 AV	3,000.00
162869	11/11	NORTHWEST CONCRETE & SEAL	501-00-21128-000-000	ESCROW 3415 SHER RD	5,000.00
162870	11/11	NAMYOUNG, KIM	110-00-46394-000-000	APPLIANCE STICKER	15.00
162871	11/11	MAUER, DAVID & MARY LYNN	501-00-21128-000-000	ESCROW 3117 50TH AV	2,000.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162872	11/11	BULLOCK, BARBARA	402-11-51504-586-000	SIDEWALK REPAIR	1,018.00
162873	11/11	CAPPONI, JUDITH	110-00-46394-000-000	APPLIANCE STICKER	15.00
162874	11/11	CADE, CHARLES	110-00-46394-000-000	APPLIANCE STICKER	15.00
162875	11/11	GREGORY, WILLIAM	110-00-46394-000-000	APPLIANCE STICKER	15.00
162876	11/11	DUDLEY, TROI	110-00-21905-000-000	SPBH 10/30/16	300.00
162877	11/11	GALVAN, JOHANNA	110-00-21905-000-000	SPBH 10/28/16	300.00
162878	11/11	LANDQUEST	217-06-51619-259-000	#5979099 - REHAB	612.90
162879	11/11	MILLSAPS, NINA M.	611-09-50102-259-000	HEALTH RISK ASSESS	282.73
162880	11/11	SWARTZ, MARTHA E.	110-01-51601-261-000	10/16 252 MILES	136.08
162881	11/11	WILKE, BRIAN	110-01-51601-261-000	10/16 52 MILES	28.08
162882	11/11	ARGUST, KAREN	110-01-50101-321-000	RECORDING FEES	30.00
162883	11/11	BENVENUTO, NICHOLAS	110-09-56405-166-000	10/8-11/8/16 PPD	1,395.33
162884	11/11	LANGEVIN, DANIEL O.	110-02-52103-263-000	10/20/16 WINNEBAGO	8.00
162885	11/11	MORTON, SHAUN A	110-02-52102-365-000	USB HUB	66.45
162886	11/11	ARMSTRONG, DARYL	110-01-51601-261-000	10/16 118 MILES	63.72
162887	11/11	GIBILISCO, JASON	110-01-51601-261-000	10/16 106 MILES	57.24
162888	11/11	KOCHMAN, KRIS	222-09-50101-259-000	TREE LIGHT SUPPLIES	99.95
162889	11/11	MOORE, MICHAEL	110-01-51601-261-000	10/16 757 MILES	408.78
162890	11/11	FITZGERALD, TRAVIS A	110-09-56405-161-000	9/29-10/12/16 RX REM	572.52
162891	11/11	SORENSEN, DANIEL	110-02-52103-263-000	10/23/16 WINNEBAGO	8.00

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

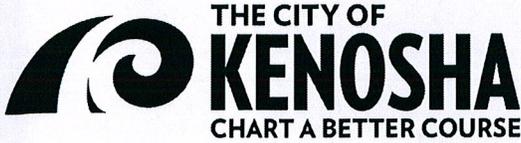
CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162892	11/11	AULDS, KEITH	110-02-52204-263-000	10/24-28 WI DELLS	125.00
162893	11/11	SANTELLI, GUY	110-02-52204-263-000	10/24-28 WI DELLS	125.00
162894	11/15	GENERAL COMMUNICATIONS, INC.	520-09-50201-231-000	09/16 TD MISC. ITEMS	250.00
162895	11/15	HWY C SERVICE	501-09-50105-341-000	09/16 SW SERVICE & P	99.36
162896	11/15	INTERSTATE ELECTRIC SUPPLY	520-09-50201-382-000 110-03-53109-375-000	09/16 TD ELECTRICAL 09/16 ST ELECTRICAL CHECK TOTAL	114.06 80.45 194.51
162897	11/15	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000	CITY SAL WATER SAL LIBRARY CHECK TOTAL	28,756.41 5,704.00 3,880.00 38,340.41
162898	11/15	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000 110-00-21541-000-000 110-00-21541-000-000	CITY SAL LIBRARY WATER SAL CHECK TOTAL	672.31 236.00 138.75 1,047.06
162899	11/15	KENOSHA NEWS	110-01-51901-219-000 110-01-51301-219-000 110-01-50301-219-000 110-01-50301-219-000 110-01-50301-219-000	09/16 LE PREST AUTO 09/16 LE MPT POLISH 09/16 LE MIDWST GOLD 09/16 LE APP STEEL 09/16 LE KENOSHA TAN CHECK TOTAL	22.43 22.43 22.43 22.43 22.43 112.15
162900	11/15	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000 110-00-21563-000-000	CITY SAL WATER SAL CHECK TOTAL	85,792.00 40.00 85,832.00
162901	11/15	LANDMARK TITLE CORPORATION	110-09-56501-259-565	08/16 CD CLOSING SER	65.00
162902	11/15	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	11/15/16 H TOLBERT	235.01
162903	11/15	PAYNE & DOLAN INC.	110-03-53103-355-000	09/16 ST ASPHALT MAT	299.07
162904	11/15	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	08/16 TIRE LEASE	3,849.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162905	11/15	LARK UNIFORM, INC.	110-02-52103-367-000	09/16 PD LARSEN UNIF	63.95
162906	11/15	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	11/15/16 SAL DEDCTS	4,285.00
162907	11/15	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	11/15/16 SAL DEDCTS	1,100.00
162908	11/15	MESSERLI & KRAMER P.A.	110-00-21581-000-000	11/15/16 K SUCHY	375.99
162909	11/15	LEE PLUMBING, INC.	110-05-55111-246-000	ASSIST PUMP REMOVAL	950.00
			110-02-52203-246-000	08/16 FD HVAC, PLUMB	352.00
			110-01-51801-241-000	09/16 MB RM #305	240.00
				..... CHECK TOTAL	1,542.00
162910	11/15	INSTY-PRINTS	611-09-50101-311-000	10/16 PE PRINTING SE	384.00
162911	11/15	MARTIN PETERSEN COMPANY, INC.	501-09-50105-246-000	TRUCK WASH	3,639.86
			501-09-50105-246-000	REPAIRS-TRUCK WASH	1,471.22
				..... CHECK TOTAL	5,111.08
162912	11/15	JOHNSON BANK	110-00-21532-000-000	CITY SAL	31,284.14
			110-00-21532-000-000	WATER SAL	3,775.83
			110-00-21532-000-000	LIBRARY	1,305.00
				..... CHECK TOTAL	36,364.97
162913	11/15	CHAPTER 13 TRUSTEE	110-00-21581-000-000	11/15/16 W HAMILTON	743.00
			110-00-21581-000-000	11/15/16 A GONZALES	245.00
				..... CHECK TOTAL	988.00
162914	11/15	MAYER REPAIR	110-02-52203-344-000	09/19 SERVICE,PARTS,	901.03
			110-02-52203-344-000	09/19 SERVICE,PARTS,	728.14
				..... CHECK TOTAL	1,629.17
162915	11/15	DOBBERSTEIN LAW FIRM, LLC	110-00-21581-000-000	11/15/16 L DIETRICK	261.16
162916	11/15	WIS SCTF	110-00-21581-000-000	11/15/16 SAL DEDCTS	10,658.35
162917	11/15	HALLMAN LINDSAY	110-05-55109-244-000	08/16 PA PAINT/PRODU	256.50
			110-05-55109-244-000	08/16 PA PAINT/PRODU	9.39
			 CHECK TOTAL	265.89

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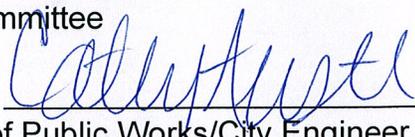
CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162918	11/15	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	11/15/16 H MARTIN	375.00
162919	11/15	KOHN LAW FIRM S.C.	110-00-21581-000-000	11/15/16 J STROUF	83.03
GRAND TOTAL FOR PERIOD *****					2,089,202.36



CATHY AUSTIN, PE
Deputy Director of Public Works/City Engineer

November 21, 2016

To: David F. Bogdala, Chairperson
Public Works Committee

From: Cathy Austin, PE 
Deputy Director of Public Works/City Engineer

Subject: Acceptance of Project 15-2031 Kenosha Engine Plant C2 Soil Remediation

Location: 5555 30th Avenue

Please be advised that the above referenced project has been satisfactorily completed by A.W. Oakes & Son, Inc., Racine, Wisconsin. This project consisted of removal stockpiling, transportation of surface pavement and former building foundations, excavation and transportation of impacted soil, excavation backfilling with compaction using on-site materials, installation of storm water features and connection to existing storm sewer, grading and placement of earthen cover.

It is recommended that the project be accepted in the final amount of \$1,095,384.78. Original contract amount was for the subtotal bid amount of \$880,900 plus \$100,000 allowance (for removal of unknown quantities of subsurface materials) plus \$27,745 for Alternate 1 for a We Energies gas line plus \$150,355.00 in contingency for unforeseen conditions (if needed), for total award amount of \$1,159,000.00. Funding for \$748,767.88 is from Ready for Reuse Loan and funding for \$410,232.12 is from BEBR.

CMA/kjb