

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, December 17, 2012
7:00 P.M.

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meetings held November 27 and 28, 2012.
Matters referred to the Committees by the Mayor.
Presentation, Commendations and Awards by Mayor.
Awards and Commendations from Boards, Commissions, Authorities and Committees.

CITIZENS' COMMENTS

A. REFERRALS

TO THE COMMITTEE ON FINANCE

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

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

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- C.1. Approve applications for new Operator's (Bartender) licenses, subject to demerit points listed:
- a. Gustavo Lopez (0 demerit points)
 - b. Eduardo Alvarez (0 demerit points)
 - c. Jonathan Cesario (20 demerit points)
 - d. Stephanie Morgan (20 demerit points)
 - e. Sara Vega (20 demerit points)
- (L/P Ayes 4: Noes 0) **HEARING** **Pages 1-5**

- C.2. Deny the application of Katherine Paulsen, for a new Operator's (Bartender) License, based on material police record. (L/P Ayes 4: Noes 0) **HEARING Pages 6-8**
- C.3. Approve the application of Guy Marano for new Taxi Driver's License, subject to 75 demerit points. (L/P Ayes 5: Noes 0) **HEARING Page 9**
- C.4. Approve the application of Patsy Tate for a new Taxi Driver's License, subject to 80 demerit points. (L/P Ayes 5: Noes 0) **HEARING Pages 10-29**
- C.5. Deny the application of Michael Sanders for a new Taxi Driver's License, based on material police record. (L/P Ayes 3: Noes 2) **HEARING Pages 30-41**
- C.6. Approve the application of A Vintage Vault, LLP, for a Secondhand Article Dealer License located at 3816 Roosevelt Rd., (A Vintage Vault), with no adverse recommendations. (8th District) (L/P Ayes 4: Noes 1) **HEARING Pages 42-43**
- C.7. Approve the application of Suburban Ore, LLC, for a Secondhand Article Dealer License located at 627 - 58th Street, (Suburban Ore), with no adverse recommendations. (2nd District) (L/P Ayes 5: Noes 0) **HEARING Pages 44-45**
- C.8. Approve the renewal applications for Secondhand Article Dealer Licenses, with no adverse recommendations:
- a. Bonnie L. Mirkiewicz (Forever Grateful), 5000 - 7th Avenue, (2nd District)
 - b. Laszlo Kiss (Antiques Revival), 6826 Sheridan Road, (3rd District)
 - c. Patchez Ladies & Gent's Consignment Shop, 6215 - 22nd Ave., (3rd District)
 - d. Colosseum Games, LLC, (Colosseum Games), 5719 - 75th Street, (14th District)
 - e. Jerome F. Binsfeld, (JB Coins/Collectibles, 6040 - 39th Ave., (15th District)
 - f. Keynote, Inc., (Music Go Round), 7310 Green Bay Road, (16th District)
 - g. CD DVD Game, LLC, (CD DVD Game Warehouse), 3717 - 80th Street (14th District)
- (L/P Ayes 5: Noes 0) **HEARING Pages 46-49**
- C.9. Approve the application of Midwest Gold Buyers, for a Secondhand Jewelry Dealer License located at 3824 Roosevelt Rd., (Goldmax – Cash For Gold), with no adverse recommendations. (8th District) (L/P Ayes 5: Noes 0) **HEARING Pages 60-61**

- C.10. Approve the renewal applications for Secondhand Jewelry Dealer Licenses, with no adverse recommendations:
- a. 52nd Gold Exchange, Inc., 1341 - 52nd Street, (2nd District)
 - b. Gold Diamond & Design, Inc., (Gold Diamond & Design), 10320 - 75th St., Ste. B. (16th District) (L/P Ayes 5: Noes 0) **HEARING**
Pages 62-65
- C.11. Approve the renewal application of Westtown of Kenosha, Inc., (Westtown Foods & Liquor) for a Secondhand Jewelry Dealer License located at 3203 - 60th Street. (3rd District) (L/P Ayes 4: Noes 1) **HEARING**
Pages 66-67
- C.12. Approve the renewal applications for Secondhand Dealer/Secondhand Jewelry Licenses, with no adverse recommendations:
- a. Christopher Ruland, (Roosevelt Road Antiques & Consignments), 3720 Roosevelt Road. (8th District)
 - b. Christine Isham, (Monica's Thrift Shop), 1916 - 52nd Street. (2nd District)
 - c. Goldtronics, LLC, (Jewelry & Electronics Exchange), 6212 - 22nd Ave. (3rd District)
(L/P Ayes 5: Noes 0) **HEARING**
Pages 68-79
- C.13. Approve the renewal applications for Kennel and Pet Shop Licenses:
- a. Jo's Exotic Birds, Ltd., (Jo's Exotic Birds), 7534 Sheridan Road. (12th District)
 - b. James F. Lemke and Linda D. Lemke, (Jim's Aquarium & Pets, 6205 - 75th St. (14th District)
 - c. PETCO Animal Supplies Stores, Inc., (PETCO #618), 6910 Green Bay Rd. (16th District)
 - d. Puppy Tub & Motel Inc., (Puppy Tub & Motel), 2419 52nd St. (7th District)
 - e. Happy Tails Doggy Day Care, LLC, (Central Bark Doggy Day Care), 7600 - 75th St., Ste. 202 (16th District)
 - f. Puparotzi Palace, LLC, (Puparotzi Palace), 7609 Sheridan Rd. (12th District)
 - g. Kindred Kittie, Ltd., (Kindred Kitties), 614 - 59th St. (2nd District)
 - h. Kenosha County Humane Society, (Safe Harbor Humane Society), 7811 - 60th St. (14th District) L/P Ayes 5: Noes 0) **HEARING**
Pages 80-95
- C.14. Approve the Findings of Fact, Conclusions of Law and Recommendation (to revoke) in the Matter of the Class "A" Beer License of RS Enterprises of Illinois, Inc., d/b/a Shell Food Plaza (11748-75th Street). (16th District) (L/P Ayes 4: Noes 0) **HEARING**
Pages 96-100

D. ORDINANCES 1st READING

- D.1. By Public Safety and Welfare - To Amend Section 7.125 (of the Code of General Ordinances) Entitled: "Streets Controlled by Yield Signs", to Rescind the East/West Yield Signs on 69th Street at its Intersection with 5th Avenue; and to Amend Section 7.12 c. (of the Code of General Ordinances) by Adding East/West Stop Signs on 69th Street Before Entering the Intersection with 5th Avenue [District 3] (PSW-Ayes 3:Noes 0)
Pages 101-105
- D.2. By the Licensing and Permit Committee – To Repeal and Recreate Subsection 10.063 I. (of the Code of General Ordinances) for the City of Kenosha regarding Disciplinary Hearings. (L/P – Recommendation Pending)
Page 106

E. ZONING ORDINANCES 1st READING

- E.1. Sponsor: Jesse Downing; Co-Sponsor: Alderperson Patrick Juliana - To Repeal Subsection 3.12 E. regarding Class "A", "Class A" license locations of the Zoning Ordinance for the City of Kenosha. (L & P - Ayes 4, Noes 1) (CP - Ayes 4; Noes 4) **Pages 107-110**
- E.2. By the Mayor - To rezone property at 1407 57th Street from IP Institutional Park to RG-2 General Residential District in conformance with Section 10.02 of the Zoning Ordinance. (Mares) (District #2) (CP - Ayes 8; Noes 0)
Pages 111-119

F. ORDINANCES 2nd READING

- F.1. By Alderperson Jesse Downing, Co-sponsored by Alderpersons Patrick Juliana, Rocco J. LaMacchia, Sr., and Curt Wilson - To Repeal, Recreate, Create, Rename, and Renumber various subsections of Chapter 10 of the Code of General Ordinances for the City of Kenosha entitled "Alcohol Beverages". (As amended - L/P Ayes 5: Noes 0) **PUBLIC HEARING**
Pages 120-123

G. ZONING ORDINANCES 2nd READING

- G.1. Sponsor: Alderperson Jan Michalski; Co-Sponsors: Alderpersons Patrick A. Juliana, Todd Ohnstad, Rocco J. LaMacchia, Sr. - To Create Subsection 5.04 of the Zoning Ordinance, Add Definitions in Chapter 12 for Setback of Major Streets, and Repeal and Recreate the Definition of Build-to-Line. (Public Hearing held on 10/1/12) (CP - Ayes 8; Noes 0 on 9/6/12) (PW - Recommendation pending) (Deferred 2 weeks – 12/3) **Pages 124-130**

H. RESOLUTIONS

- H.1. Sponsor: Alderperson Chris Schwartz; Co-Sponsors: Alderperson Michael J. Orth, Alderperson Scott N. Gordon, Alderperson Curt Wilson, Alderperson Ohnstad, Alderperson Jan Michalski, Alderperson Daniel L. Prozanski, Jr., Alderperson Anthony Kennedy- Authorizing and Directing the Directors of the Human Resources Department and the Finance Department of the City of Kenosha to Extend Health Benefits Coverage in the Employee Health Plan to Domestic Partners of Eligible City of Kenosha Employees and their Dependents. (Fin.-Recommendation Pending) **Pages 131-133**
- H.2. By: the Mayor - To Create Ward 89, for Voting Purposes, and Adjoin it to the Polling Place for Wards 73, 74, 75, 76, 77, 78, and 79 Kenosha First Assembly, 10700 75th Street. **Pages 134-139**
- H.3. By the Mayor: To Amend Resolution #163-09 to Modify the Schedule of Fees for Development Review under Section 5.0 of the Zoning Ordinance of the City of Kenosha, Wisconsin by Creating a Fee for Special Exception Requests. (Fin. - Recommendation Pending) (CP - Ayes 8; Noes 0) (Deferred 2 weeks on 12/03) **Pages 140-144**
- H.4. By the Mayor - Resolution to Modify the Pay Range for the Positions of Deputy Police Chief, Inspector, Police Captain, Police Lieutenant, Police Sergeant and Safety Officer. (Fin.-Recommendation Pending)
Pages 145-146

I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

- K.1. Approval of Lease between the City, Board of Park Commissioners and Baseball Like It Oughta Be, LLC and Northwoods League, Inc., for Simmons Athletic Field. (Fin.-Recommendation Pending; Park Commission-Ayes 4: Noes 1) **Pages 147-177**
- K.2. First Amendment to Janitorial Services Agreement Municipal Office Building Dated February 25, 2010 By And Between the City of Kenosha, Wisconsin a Municipal Corporation, [Through Its Department of Public Works] And Pioneer Commercial Cleaning, A Sole Proprietorship. (Fin. & PW-Recommendation Pending) **Pages 178-179**

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. Request from Steve Marovich, President, Harbor Park Parcel C Condominium Association, to Rescind All or a Portion of the Permit Fees Plus Penalty Fees for Work Started Without Permits Totaling \$3,240.00 for Eleven (11) Porch Permits on Eleven (11) Separate Parcels at 301-341 54th Street (*District #2*) (Fin - Recommendation Pending) **HEARING Pages 180-202**
- L.2. Disbursement Record #22 - \$5,213,718.34. (Fin.-Recommendation Pending) **Pages 203-246**

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- M.1. Approve Final Acceptance of Performance Contract with Johnson Controls, Inc. (Arlington Heights, IL) for LED Street Lights. (PW – Recommendation Pending) **Pages 247-250**
- M.2. Approve Final Acceptance of Project 11-1014 Concrete Street Repairs (Citywide Locations) (which has been satisfactorily completed) by D.C. Burbach, Inc. (Waukesha, Wisconsin). The final amount of the contract is \$294,807.33 (Resurfacing funds only). (All Districts) (PW – Recommendation Pending) **Pages 251**

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

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

- O.1. Amendment to the Conditional Use Permit for an off-premises sign to be located at 8016 75th Street. (Adams Outdoor) (District #16) (CP -As Amended- Ayes 8; Noes 0) **Pages 252-265**

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

LEGISLATIVE REPORT
MAYOR'S COMMENTS
ALDERPERSON COMMENTS

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

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
November 27 & 28, 2012**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

**KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
November 27, 2012**

At a meeting of the Common Council held this evening, His Honor, Mayor Keith G. Bosman presided. The meeting was called to order at 5:10 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Schwartz, Michalski, Ruffolo, LaMacchia, Ohnstad, Mathewson, Rosenberg, Kennedy, Gordon, Bostrom, Wilson, Prozanski, Orth, Downing and Bogdala. Alderperson Juliana arrived during item #1.

A moment of silence was observed in lieu of the invocation.

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

1. Public Hearing on the 2013 – 2017 Capital Improvement Plan. Nineteen (19) citizens spoke.
2. Public Hearing on the 2013 City of Kenosha Budget. Seven (7) citizens spoke.

It was moved by Alderperson Haugaard, seconded by Alderperson LaMacchia to adjourn and convene into the Committee of the Whole at approximately 6:35 pm. On a voice vote, motion carried.

**KENOSHA COMMON COUNCIL
COMMITTEE OF THE WHOLE
KENOSHA, WISCONSIN
Tuesday, November 27, 2012**

1. It was moved by Alderperson Prozanski, seconded by Alderperson Ohnstad to recommend to the Common Council the approval of the 2013 – 2017 Capital Improvement Plan as amended by the Finance Committee.

1.1 It was moved by Alderperson Bogdala, seconded by Alderperson Bostrom, to reduce FI-13-003 from \$650,000 to \$50,000. On roll call vote, motion failed (6-11) with Alderpersons Bostrom, Downing, Bogdala, Michalski, Ruffolo and Mathewson voting aye.

1.2 It was moved by Alderperson Bogdala, seconded by Alderperson Downing, to amend FI-13-003 by reducing \$650,000 to \$550,000 for the study of Fire Station #8. On roll call vote, motion failed (7-10) with Alderpersons Haugaard, Bostrom, Downing, Bogdala, Ruffolo, Mathewson and Rosenberg voting aye.

1.3 It was moved by Alderperson Bostrom, seconded by Alderperson Ruffolo, to add a line item to OT for 2013 in the amount of \$250,000 to acquire the property at 32nd Avenue & 63rd Street and \$100,000 to 2014 to incorporate the property into City ownership. On roll call vote, motion failed (6-11) with Alderpersons Bostrom, Downing, Bogdala, Ruffolo, Mathewson and Rosenberg voting aye.

1.4 It was moved by Alderperson Bostrom, seconded by Alderperson Mathewson, to amend PK-13-002 Southport Park Improvements, by adding \$30,000 to bring the total to \$311,000. On roll call vote, motion failed (6-11) with Alderpersons Bostrom, Downing, Bogdala, Michalski, Ruffolo and Mathewson voting aye.

1.5 It was moved by Alderperson Mathewson, seconded by Alderperson Bogdala, to amend PK-13-003 by reducing \$750,000 to \$50,000. On roll vote, motion failed (3-14) with Alderpersons Bogdala, Ruffolo and Mathewson voting aye.

On roll call vote, motion to approve the 2013 – 2017 Capital Improvement Plan as amended by the Finance Committee carried (16-1) with Alderperson Mathewson voting nay.

2. It was moved by Alderperson Prozanski, seconded by Alderperson Juliana, to recommend to the Common Council that the 2013 City of Kenosha Budgets, Making Appropriations, and Levying 2012 Property Taxes be approved as amended by the Finance Committee.

2.1 It was moved by Alderperson Ohnstad, seconded by Alderperson LaMacchia, to add \$25,873 to the Transit budget to increase bus service. On roll call vote, motion carried (16-1) with Alderperson Bogdala voting nay.

2.2 It was moved by Alderperson Bogdala, seconded by Alderperson Bostrom, to add to the Building & Structure Permit Revenue line on Page 3-7 to bring the total from \$725,000 to \$850,000. After discussion, Alderperson Kennedy asked for a friendly amendment to bring the total to \$826,686. The maker and seconder agreed. On roll call vote, motion failed (6-11) with Alderpersons Kennedy, Bostrom, Downing, Bogdala, Ruffolo and Mathewson voting aye.

On roll call vote, motion to recommend to the Common Council that the 2013 City of Kenosha Budgets, Making Appropriations, and Levying 2012 Property Taxes be approved as amended carried (12-5) with Alderpersons Bostrom, Downing, Bogdala, Ruffolo and Mathewson voting nay.

3. It was moved by Alderperson Prozanski, seconded by Alderperson LaMacchia, to recommend to the Common Council that the 2013 Public Library Tax Levy be approved as recommended by the Committee on Finance. On roll call vote, motion carried (15-2) with Alderpersons Downing and Bogdala voting nay.

4. It was moved by Alderperson Prozanski, seconded by Alderperson LaMacchia, to recommend to the Common Council that the 2013 Public Museum Budget be approved as recommended by the Committee on Finance. On roll call vote, motion carried (16-1) with Alderperson Downing voting nay.

5. It was moved by Alderperson Prozanski, seconded by Alderperson Michalski, to recommend to the Common Council that the Resolution By the Mayor – To Approve the 2013 Budget and Operating Plan of the Kenosha Lakeshore Business Improvement District (BID) and to Levy Special Assessments be approved as recommended by the Committee on Finance.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
November 27 & 28, 2012**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

On roll call vote, motion carried (14-3) with Alderpersons Bostrom, Downing and Bogdala voting nay.

6. It was moved by Alderperson Prozanski, seconded by Alderperson Gordon, to recommend to the Common Council that the Resolution By the Mayor – 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 and Limited Term, Seasonal, Temporary, and Part Time Employees and to Modify Employee Benefits for Both Represented and Non-Represented Employees and to Modify the Job Classifications for 2013 be approved as recommended by the Committee on Finance. On roll call vote, motion carried (14-3) with Alderpersons Bostrom, Downing and Bogdala voting nay.

7. It was moved by Alderperson Prozanski, seconded by Alderperson LaMacchia, to recommend to the Common Council that the Resolution By the Mayor – To Establish Stormwater Utility Rates within the City of Kenosha, Wisconsin be approved as recommended by the Committee on Finance. On roll call vote, motion carried (11-6) with Alderpersons Kennedy, Bostrom, Downing, Bogdala, Ruffolo and Mathewson voting nay.

It was moved by Alderperson Haugaard, seconded by Alderperson Michalski to rise. On a voice vote, motion carried.

ADJOURNMENT

There being no further business to come before the Committee of the Whole, it was moved, seconded and carried on a voice vote to adjourn at 8:36 pm.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**DEBRA L. SALAS
CITY CLERK/TREASURER**

**KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
November 28, 2012**

At a meeting of the Common Council held this evening, His Honor, Mayor Keith G. Bosman presided.

The meeting was called to order at 5:00 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Schwartz, Michalski, Ruffolo, LaMacchia, Ohnstad, Juliana, Mathewson, Rosenberg, Gordon, Bostrom, Wilson, Prozanski, Orth, Downing and Bogdala. Alderpersons Haugaard and Kennedy arrived during item #1.

1. It was moved by Alderperson Bogdala, seconded by Alderperson LaMacchia, to approve Resolution 150-12 - By Committee on Finance – To Approve the 2013 – 2017 Capital Improvement Plan.

1.1 It was moved by Alderperson Bogdala, seconded by Alderperson Bostrom, to reduce line RA-95-001 from \$400,000 to \$300,000 and create line FI-13-007 in the amount of \$100,000 for a study of Fire Stations #2, 6 and 8. On roll call vote, motion failed (5-12) with Alderpersons Bostrom, Downing, Bogdala, Ruffolo and Mathewson voting aye.

On roll call vote, motion to approve Resolution 150-12 carried (16-1) with Alderperson Mathewson voting nay:

Resolutuion 150-12

By Committee on Finance – To Approve the 2013 – 2017 Capital Improvement Plan

2. It was moved by Alderperson Prozanski, seconded by Alderperson LaMacchia, to approve the Resolution 151-12 By Committee on Finance – Adopting 2013 City of Kenosha Budgets, Making Appropriations and Levying 2012 Property Taxes. On roll call vote, motion carried (12-5) with Alderpersons Bostrom, Downing, Bogdala, Ruffolo and Mathewson voting nay:

Resolution 151-12

By Committee on Finance – Adopting 2013 City of Kenosha Budgets, Making Appropriations and Levying 2012 Property Taxes.

It was moved by Alderperson Prozanski, seconded by Alderperson Kennedy, to:

3. Approve Resolution 152-12 By the Mayor – To Approve the 2013 Budget and Operating Plan of the Kenosha Lakeshore Business Improvement District (BID) and to Levy Special Assessments.

4. Approve Resolution 153-12 By the Mayor – 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 and Limited Term, Seasonal, Temporary, and Part Time Employees and to Modify Employee Benefits for Both Represented and Non-Represented Employees and to Modify the Job Classifications for 2013.

5. Approve Resolutuion 154-12 Resolution By the Mayor – To Establish Stormwater Utility Rates within the City of Kenosha, Wisconsin.

On roll call vote, motion carried (12-5) with Alderpersons Bostrom, Downing, Bogdala, Ruffolo and Mathewson voting nay.

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

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Prozanski, seconded by Alderperson LaMacchia, to adjourn at 5:34 p.m.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
November 27 & 28, 2012**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**DEBRA L. SALAS
CITY CLERK/TREASURER**

| APPLICANT INFORMATION | | | |
|------------------------------|-----------------------------|---|--------------------------------|
| Date of Application | Name of Applicant | Applicant's Date of Birth | Driver's License Status |
| 10/19/2012 | Gustavo Lopez | 7/25/1982 | Valid |
| License Number | Address of Applicant | Business (where license is obtained) | Business Address |
| N130729 | 6130-24th Avenue | Not Listed | Not Listed |

| DATE OF CHARGE | OFFENSE | CASE STATUS | OFFENSE LISTED ON APPLICATION | POINTS |
|---|-------------------------------------|--------------------|--------------------------------------|---------------|
| <p>*APPLICANT LISTED ON HIS APPLICATION THAT HE HAD 2 FELONY CHARGES THAT WERE EXPUNGED IN 2012. FELONY 1 -2002-INTENT TO DELIVER THC & FELONY 2-2005 2ND OFFENSE WHILE ON PROBATION. UNSURE WHERE THIS TOOK PLACE TO CONFIRM IT WAS EXPUNGED.</p> | | | | |
| | CRIMINAL RECORD WAS EXPUNGED | | | 0 |
| | BY CIRCUIT COURT | | | |
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| CITY ATTORNEY'S RECOMMENDATION | | |
|---|----------|--|
| Offense Demerit Points | 0 | |
| Were all offenses listed on the application? | Y | |
| TOTAL DEMERIT POINTS | 0 | |

| CITY ATTORNEY'S COMMENTS |
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| FINAL RECOMMENDATION |
|--|
| <input checked="" type="checkbox"/> GRANT , Subject to <input type="checkbox"/> 0 Demerit Points |
| <input type="checkbox"/> DENY , based on material police record (substantially related to the license activity) |
| <input type="checkbox"/> DEFER |

Police Record Report

| APPLICANT INFORMATION | | | |
|-----------------------|--------------------------------|------------------------------------|--------------------|
| DATE OF EXPIRATION | NAME OF APPLICANT | APPLICANT DATE OF BIRTH | DIVISION CATEGORY |
| 11/16/2012 | Sara Vega | 2/4/1971 | Expired |
| STATE LICENSE NUMBER | Address of Applicant | BUSINESS (City/County of Location) | CITY OF BIRTH |
| N130774 | 4510-200th Avenue, Bristol, WI | North Side Superette | 1810 Sheridan Road |

| DATE OF CHARGE | OFFENSE | CASE STATUS | OFFENSE LISTED ON APPLICATION | POINTS |
|----------------|-------------------------|-------------|-------------------------------|--------|
| 4/3/2009 | OPERATING W/O A LICENSE | GUILTY | Y | 20 |
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| CITY ATTORNEY'S RECOMMENDATION | | |
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| Offense Demerit Points | 20 | |
| Were all offenses listed on the application? | Y | |
| TOTAL DEMERIT POINTS | 20 | |

| CITY ATTORNEY'S COMMENTS |
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| FINAL RECOMMENDATION | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | GRANT , Subject to <input type="text" value="20"/> Demerit Points |
| <input type="checkbox"/> | DENY , based on material police record (substantially related to the license activity) |
| <input type="checkbox"/> | DEFER or GRANT subject to Non-Renewal Revocation due to False Application |

| APPLICANT INFORMATION | | | |
|-----------------------|--|--|-------------------------|
| Date of Application | Name of Applicant | Applicant's Date of Birth | Driver's License Status |
| 11/30/2012 | Katherine Paulsen | 7/30/1992 | Valid Illinois DL |
| License Number | Address of Applicant | Business (where license is to be used) | Business Address |
| N130788 | 11431 Richard Place Beach Park, IL 60099 | Doll's | 3014 Roosevelt Road |

| DATE OF CHARGE | OFFENSE | CASE STATUS | OFFENSE LISTED ON APPLICATION | POINTS |
|--|-------------------|-------------|-------------------------------|--------|
| APPLICANT LISTED VIOLATIONS FROM APRIL 2011 IN WHICH SHE WAS ARRESTED FOR DRIVING W/ A SUSPENDED LICENSE, USING A FAKE ID/NAME, ABSOLUTE SOBRIETY, & OBSTRUCTING. | | | | |
| | SUSPENDED LICENSE | | | 20 X 2 |
| | ID VIOLATION | | | 20 X 2 |
| | ABSOLUTE SOBRIETY | | | 20 |
| | OBSTRUCTION | | | 40 |
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| CITY ATTORNEY'S RECOMMENDATION | |
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| Offense Demerit Points | 140 |
| Were all offenses listed on the application? | Y |
| TOTAL DEMERIT POINTS | 140 |

| CITY ATTORNEY'S COMMENT |
|--|
| DENY OR DEFER FOR FURTHER DISPOSITION PAPERWORK |
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| FINAL DISPOSITION |
|--|
| <input type="checkbox"/> GRANT , Subject to <input type="checkbox"/> Demerit Points |
| <input type="checkbox"/> DENY , based on material police record (substantially related to the license activity) |
| <input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application |

License # N130788 Issue Date _____

Beverage Course OK HOLD for Beverage Course Initials JAD

APPLICATION

CITY OF KENOSHA OPERATOR'S (BARTENDER) LICENSE

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

FEE: \$75.00 (Type 217)

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

hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A" License in the City of Kenosha to and including the 30th day of June, 2014. Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE READ)

Last Name Paulsen First Name Katherine MI L

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

Date of Birth 7/30/1992 Sex F Day Phone # (224) 209-7081

Home Address 11431 Richard Pl.

City/State/Zip Beach Park, IL 60099

Email Address zbvarsityjob@yahoo.com

Driver's License or State ID Number PH25-5009-2816 (IL Drivers License #)
(Must indicate the state if this is not a Wisconsin DL or ID)

Name of Business Where License is to be Used (If Unknown At This Time, Leave Blank. NOTE: license may only be utilized in the City of Kenosha) DD116 Bar/Tavern

Address of Business Where License is to be Used 3014 Roosevelt Rd., Kenosha, WI

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

Yes No If Yes, state charge, year offense committed or alleged to be committed, and disposition:
I was pulled over for failure to dim highbeams & ended up with 2 separate charges: failure to dim highbeams, driving with a suspended license, using a fake ID/name, absolute sobriety failure, obstructing an officer. Was arrested & ~~currently~~ currently still going to court for this case. (April 2011) - case is still open as far as I know, currently trying to reach my lawyer for full details.

Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other state? Yes No If yes, please explain: I was arrested for the incident explained above. (My mother came to pick me up from pleasant prairie (April 2011) & cuz she had a warrant, we both were sent to Kenosha jail until my father could bail my mother out.)

Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state? Yes No If yes, please explain: the state of IL suspended my license for speeding tickets & a seat belt ticket. paid almost \$3,000 & is now valid as of November 2012.

[↑] License had been suspended ~~now~~ for speeding tickets ~~in~~ December 17, 2012. page 7

arrest for speeding ticket in full
I had a warrant for my arrest for paying a speeding ticket in Arkansas. (paid in full)

4. Have you received any traffic citations in Wisconsin or in any other state within the past five years, or do you have any such citations pending? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition: I have been given a ticket for blowing a stop sign (2010) paid ticket in full; all tickets listed in #1 are still pending, I received a speeding ticket in Arkansas that has been paid in full. I've been in 4 separate ~~accidents~~ accidents: paid in full. (3 in MS, 1 in IL)

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

6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five years: (Please include employment that is not related to the license applied for.)
Applebees - 2015 Sheridan Rd. (Zion, IL) Bees Knees - 2109 Sheridan Rd. Zion, IL
Applebees - 805 Barnes Crossing Rd. (Savilla, MS) Rd. Zion, IL
Famous Dave's - 9900 7th St. (Pleasant Pr. WI) TX Rd. House - Pleasant Prairie, WI
Unis - (Columbus, MS) American Eagle (Tupelo, MS)

7. List all addresses at which you have lived in the past five years:
1) 43451 KENDOSH RD. ZION, IL (322) KENDOSH RD (4)? ~~WILLIAM~~ FULTON, MS.
2) 40950 Greenbay Rd. (43578) ZION, IL
Beach Park, IL

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

Signed: Kelli Paulk
 APPLICANT'S SIGNATURE
 Date: 11/30/12

APPLICANTS PLEASE READ

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

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

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

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

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

| APPLICANT INFORMATION | | | |
|-----------------------|----------------------|--------------------------------------|-------------------------|
| Date of Application | Name of Applicant | Applicant's Date of Birth | Driver's License Status |
| 11/16/2012 | Guy Marano | 7/9/1956 | Valid |
| Plate Number | Address of Applicant | Business (What license is submitted) | Business Address |
| N130045 | 2112-50th Street | | |

| DATE OF CHARGE | OFFENSE | CASE STATUS | RENEWAL BASIS OF APPLICATION | POINTS |
|----------------|----------------------------|-------------|------------------------------|-----------------------------------|
| 2/19/2009 | SPEEDING INTERMEDIATE | GUILTY | Y | 40 |
| 4/3/2010 | FAILURE TO FASTEN SEATBELT | GUILTY | N | 20 Should be 10 pts |
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| GRANT/ATTORNEY'S RECOMMENDATION | | |
|--|------------------|--|
| Offense Demerit Points | 60 50 | |
| Were all offenses listed on the application? | N (25) | |
| TOTAL DEMERIT POINTS | 85 75 | |

| GRANT/ATTORNEY'S COMMENTS |
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| FINAL RECOMMENDATION | |
|--|--|
| <input checked="" type="checkbox"/> GRANT, Subject to 85 ⁷⁵ Demerit Points | |
| <input type="checkbox"/> DENY, based on material police record (substantially related to the license activity) | |
| <input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application | |

| APPLICANT INFORMATION | | | |
|-----------------------|----------------------|--|-------------------------|
| Date of Application | Name of Applicant | Applicant's Date of Birth | Driver's License Status |
| 10/23/2012 | Patsy Tate | 8/8/1955 | Valid |
| License Number | Address of Applicant | Business (where license is to be used) | Business Address |
| N130042 | 6029-22nd Ave, Upper | My Way Cab | 6011-29th Avenue |

| DATE OF CHARGE | OFFENSE | CASE STATUS | OFFENSE LISTED ON APPLICATION | POINTS |
|----------------|-------------------|-------------|-------------------------------|--------|
| 3/30/2010 | DRIVING OVER WALK | GUILTY | Y | 20 |

***APPLICANT ALSO LISTED 02-06-06 CHARGE IN MEMPHIS, TN - ACCESSORY AFTER THE FACT -FELONY CLASS E**

| | | | | | |
|--|---------------|-----|-----|---|-----|
| | Robbery ↓ → → | → → | → → | → | 100 |
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| CITY ATTORNEY'S RECOMMENDATION | |
|--|------------|
| Offense Demerit Points | 120 |
| Were all offenses listed on the application? | |
| TOTAL DEMERIT POINTS | 120 |

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

FOR OFFICE USE ONLY:

License Number N130042 Date Granted _____ Date Issued _____

UP 11/19

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

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

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

No advice
Advise Kelly sent wrong letter

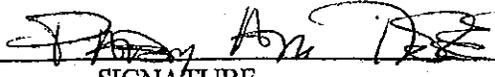
The undersigned requests that a license be granted in accordance with Chapter XII, Section 13.07 G. of the Code of General Ordinances of the City of Kenosha, and certifies that the following information is true and correct to the best of his/her knowledge.

| | | |
|---|---|---------------------|
| <u>TATE</u> | <u>PATSY</u> | <u>A</u> |
| Last Name | First Name | Middle Initial |
| <u>6029-22ND AVE, UPPER, KENOSHA, WI, 53143</u> | <u>WI</u> | <u>262-220-4123</u> |
| Address | State | Phone Number |
| <u>08/08/55</u> | <u>T300-6615-5788-02</u> | <u>08-08-2018</u> |
| Date of Birth | State of Wisconsin Driver's License Number and Expiration Date (Required) | |
| <u>MY WAY CAB</u> | <u>6011-29 AVE KENOSHA</u> | |
| Name of Business & Address of Business Where License is to be Used (If Unknown At This Time, Leave Blank) | | |

- Have you, as an adult, ever been convicted of a major crime (felony), a minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin or in any other state, or do you have such a charge pending at this time? Yes No If Yes, state charge, year offense committed or alleged to be committed, and disposition: 02/06/06 - MEMPHIS, TN - ACCESSORY AFTER THE FACT - 60 DAYS TIME SERVED. FELONY CLASS E. I WAS IN A RELATIONSHIP WITH A MAN WHO COMMITTED A ROBBERY. WHEN I FOUND OUT I SHOULD HAVE CALLED THE POLICE BUT DIDN'T. I REGRET THIS DECISION AND HAVE PAID THE CONSEQUENCES. I HAVE SINCE MOVED FORWARD AND HAVE DONE EVERYTHING I CAN TO CHANGE MY LIFE.
- Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other state? Yes No If yes, please explain: 60 DAYS CREDIT FOR TIME SERVED, ACTUALLY SERVED 75 DAYS IN SHELBY COUNTY JAIL (JAIL EAST) IN MEMPHIS, TN IN 2004.
- Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state? Yes No If yes, please explain: _____
- Have you received any traffic citations in Wisconsin or in any other state within the past five years, or do you have any such citations pending? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition: ONE MOVING VIOLATION FOR SPEEDING APPROXIMATELY 5 YEARS AGO
- Have you, as an adult, been convicted of any state or federal charges, or do you have such charges pending at this time, involving unfair trade practices, unethical conduct, or discrimination? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition: _____

-OVER-

6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five years: (Please include employment that is not related to the license applied for.)
MY WAY CAB - 6011-29th AVE, KENOSHA / EXPRESS EMPLOYMENT PRDS -
3917-4th AVE, KENOSHA - PLACED AT DOHENY POOL SUPPLIES, CLARK-DIETZ
ENGINEERS & DEPT. WORKFORCE DEV, DIV. VOCATIONAL REHABILITATION /
GDFLD.COM - 2671 SHERIDAN, ZION, IL / SANMINA, SCI-8701-100th ST,
PLEASANT PRAIRIE
7. List all addresses at which you have lived in the past five years:
6029-22ND AVE, UPPER, KENOSHA, 53143
6537-7th AVE, #5, KENOSHA, 53143
6520-8th AVE, UPPER, KENOSHA, 53143
3811-60th ST, LOWER, KENOSHA, 53142
8. I have read and understand the "Applicants Please Read" section of this application. I certify that I am the applicant named in the foregoing application, and that I have read each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so. I also certify that:
- I am able to read and write the English language, and I am not addicted to the use of intoxicating liquors or drugs.
 - I am at least 18 years of age and that I have a valid Wisconsin Driver's License.
 - I have never been arrested, except as listed above.


 SIGNATURE

10/23/12
 DATE

APPLICANTS PLEASE READ

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

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

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

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

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

To Whom It May Concern,

Patsy Tate has been working with our company since June of 2012 and is a very reliable individual. We would greatly appreciate it if she could be granted her taxi drivers permit so she could progress within our company and continue to be a valued member of our team. I don't think one mistake should be the reason a person is denied the opportunity to better themselves or try new things. Ms. Tate has already shown an excellent standard of work ethic and willingness to advance within our company. She has also demonstrated some solid leadership skills and I would be very interested in seeing how she performs as a driver.

Ms. Tate has always been polite and courteous to all of our customers and her coworkers. She has also demonstrated her ability to be trustworthy when it comes to dealing with pricing and company monies. To my knowledge, she has no criminal history of violence, theft, substance abuse or anything else that would show reason for her to be a threat to the individuals within our community; customer or otherwise. Although I have only known Patsy Tate for approximately six months I don't see any considerable reason she should be denied a taxi drivers permit. Please grant Ms. Patsy Tate her taxi drivers permit so she may have the opportunity to gain more experience with our company.

Best Regards,

Linda Acevedo My Way Cabs-Owner



Dominique Acevedo My Way Cabs- Manager



Suzan P Mianowski,
1040 N 3rd Ave,
St Charles, IL 60174
630-513-1636

December 6, 2012

To whom it may concern;

My sister, Patsy Ann Tate, is eight years younger than I. I wasn't at home when things started going astray.

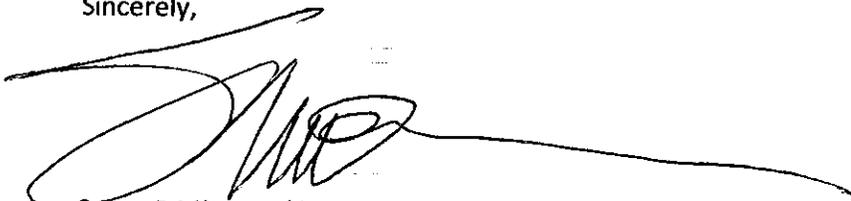
I didn't know how bad things were until her second ex husband called me to help with her, which, unfortunately, was unsuccessful. This was just prior to her going to Memphis. Her so-called "boyfriend", manipulated her, and Patsy ended in jail for two months and was released with time served. The jail time probably saved her life. It gave her time to take a look at her life and to choose to make positive changes. When she came back north, she severed all ties to toxic friends and has worked hard to stay away from negative situations.

Finding work has been extremely difficult for her. She worked for GOFLO for over two years in commission sales, but barely made anything over expenses. She moved in with her son, hoping to share living expenses, but that ended up being a very stressful and negative situation.

Over the last two years, he has been working with several programs to improve her life and help her with job search. The living program she's in now has really helped her get over her problems by offering support groups and lots of counseling. Unfortunately, it is coming to an end, as is her reduced rent housing, and she has yet to find a decent job. Her current job, dispatching for a fledgling cab company, doesn't even pay minimum wage. Moving to a driver at the same company would allow her enough income to be independent.

I hope that you will give her a chance to truly be on her own by granting her the cab license.

Sincerely,



Suzan P Mianowski

December 5, 2012

Women and Children's Horizons, Inc.
Providing help for domestic and sexual violence victims

To Whom It May Concern;

Patsy Tate has been in the Transitional Living Program (TLP) with Women and Children's Horizons since August 1, 2011. As a TLP participant, Ms. Tate is required to pay rent, keep her apartment and the surrounding clean and free of garbage, maintain working utilities, participate in weekly home inspections/case management meetings, abide by all program rules and work towards self-sufficiency. Since starting the program Ms. Tate has been a model participant and has never received any warnings for non-compliance.

I personally have been working with Ms. Tate since November 2011. Since that time I have conducted weekly home visits to inspect her apartment and discuss goals and progress towards meeting those goals. Ms. Tate has always demonstrated a desire to improve her situation and become self-sufficient. Ms. Tate has worked with the Division of Vocational Rehabilitation to work through employment barriers. She participates in programming at the Job Center and has been working on her National Career Readiness Certificate. Ms. Tate has held temporary and seasonal positions through Express Employment and has been working as a Dispatcher at My Way Cab Company since July 2012.

Ms. Tate has always demonstrated that she is hard working and responsible. She is always available for her scheduled appointments, calls me when she needs assistance or there are problems and can be counted on to follow through with things. Ms. Tate has a desire to be self-sufficient and getting her cab license can help Ms. Tate with this goal.

Thank you for considering her for this opportunity. I can be reached at 656-3500 if there are any questions or concerns.

Sincerely,



Rachel A. Keller-Kaplan
Transitional Living Advocate

Cc: Agency File



Women and Children's Horizons, Inc.
Providing help for domestic and sexual violence victims

October 24, 2012

To Whom it May Concern;

Patsy Tate is in the Transitional Living Program with Women and Children's Horizons. She has been in the program since August 1, 2011 and is expected to be in the program until August 1, 2013. I can be reached at 262-656-3500, with any questions or concerns.

Sincerely,



Rachel A. Keller-Kaplan
Transitional Living Advocate

Cc: Agency File



KCHC
KENOSHA COMMUNITY
HEALTH CENTER, INC.

Medical: 4536 22nd Avenue Kenosha, WI 53140
Phone: 262-656-0044 Fax: 262-653-2218

Dental: 6226 14th Avenue Kenosha, WI 53143
Phone: 262-656-0044 Fax: 262-925-1680

December 07, 2012

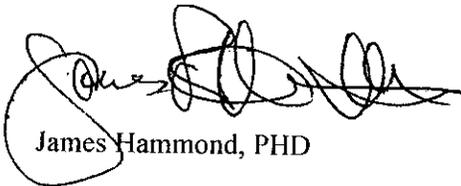
To Whom It May Concern:

I have had the pleasure of getting to know Patsy Tate for the past year. During the years of our acquaintance, I have observed her growth in several areas. Her personality is consistent and thoughtful.

She is concerned about the well being of others and willing to help in any way that she can. Her acts of kindness and encouraging words have helped many others. Patsy has keen observational skills and problem solving knowledge. As her treating clinician not only have I had the delight of witnessing this positive growth but I have had the pleasure of experiencing it with her.

Patsy has grown into an intelligent, capable, dependable woman who would be an asset to any company. I highly recommend her for employment

Sincerely



James Hammond, PHD



December 10, 2012

To Whom It May Concern:

I have been working with Patsy Tate since November of 2011 as her Life/Job Coach through the Wisconsin Department of Workforce Development, Division of Vocational Rehabilitation.

The majority of activities that we have been working on this past year have been resume development, job search, applications, interview skills, practice interviews and preparation for actual interviews.

Patsy is very organized and hard working. She has been persistent in her job search, applications and follow-ups.

Although she has applied for hundreds of positions, she has only had four interviews. Of those four, My Way Cab was the only company to offer her a position. She is interested in becoming a taxi driver in order to enhance her value to the company and increase her income so she can support herself without assistance.

It has been a pleasure to work with Patsy and I am sure she would be an asset to any company she works for.

Sincerely,

Jeanette Stevenson

Point of You Life Coaching
(262) 496-0384



Patsy Tate <patsytate8585@gmail.com>

Reference letter

1 message

Jeanette Stevenson <jeanette@pointofyou.biz>

Mon, Dec 10, 2012 at 1:24 PM

To: patsytate8585@gmail.com

Cc: jeanette@pointofyou.biz

Patsy,

Attached you will find your letter of reference. Because I am sending via email I obviously can't sign it today. However, I would be able to give you a signed copy later this week. If they need to contact me please have them contact me directly.

Thank you,

Jeanette Stevenson, ACC CPCC

Point of You Life Coaching

262-496-0384

JeanetteStevenson.com

 **Patsy Tate Reference letter.doc**
23K

Service Provider Information

- 1.) Submit electronic version to WDA Director
- 2.) Submit printed version to Contract Officer with other materials

AGENCY NAME: Jeanette Stevenson

SERVICES PROVIDED: Job Coaching, Job Preparation, Development and Placement Services

MISSION STATEMENT: To empower others to see there true potential so they can live the life that they are meant to live.

CONTACT PERSON: Jeanette Stevenson, CPCC, ACC

ADDRESS: 5042 29th Place Kenosha, WI 53144

PHONE #: (262) 496-0384

EMAIL ADDRESS: jeanette@pointofyou.biz

WEBSITE, if applicable: JeanetteStevenson.com

WDAS/COUNTIES: Kenosha/Racine

TOTAL # OF STAFF: 1

TOTAL # OF STAFF WORKING ON STATEWIDE SERVICE AGREEMENTS:

FT/JOB TITLE(s)

PT/JOB TITLE(s)

AVERAGE # OF CONSUMERS SERVED / MONTH: 10

AREA OF EXPERTISE (Certain disability groups, types of jobs or services): **6 years**
certified Life Coach

ABOUT THE AGENCY (in 150 words or less): I have a passion to show others their true potential so they may lead the lives they are meant to live! My purpose is to be able to work with others and empower them to use their strengths (some of which they are not aware of yet) to move toward action in their lives. The style of coaching I use is "co-active coaching", which means you come to coaching naturally resourceful, creative and whole. The support I offer will help clients begin to live by using the tools they already have within them.

As their provider/coach I will form an alliance with the client as we begin to develop goals and vision for success. We will identify the obstacles and begin to eliminate or find ways to work around them in order to bring the client closer to a job. I will encourage the client along the way and keep them accountable for staying on track.

November 12, 2012

To Whom It May Concern:

I am a State of Wisconsin employee who works for the Department of Workforce Development. I have been a Division of Vocational Rehabilitation Counselor since 10/30/2006. We are agency that helps people with documented or observed disabilities find and keep jobs.

I have been connected to PATSY A. TATE, DOB 8/5/1955, since May 2011, when we started working together (unfortunately, my schedule would not allow us to see each other for the first time until June 2011).

Her strengths I see include Patsy's resources of the Food Share Employment and Training program and her support groups; her priorities to find permanent work and her concerns to find an employer who will give her a chance with a job. Patsy has great clerical abilities. Her capabilities include being able to find her own job, with assistance, and work in her industry of choice. She has interests of working with people. As a result, Patsy's DVR vocational goal is Call Center/Customer Service Worker and Taxi Dispatcher/Driver or similar job titles. The reason for this job goal is with respect to Patsy's choice. Patsy was given choices in terms of DVR vendors for placement and chose to work with Jeanette Stevenson from Point of You Life Coaching. The DVR interventions/services that relate to addressing Patsy's disability related limitations to work have been:

- 1) Vocational Guidance Counseling with me at least once per month;
- 2) Work related Eye Exam and Eyeglasses to help her do future Internships/Temporary Work experiences to find permanent work.
- 3) Internships/ Temporary Work Experiences to help Patsy get back into a work routine and address workplace concerns about her health.
- 4) Job Search and Placement Assistance and 5) One Interview Outfit. These purchases were business-to-business transactions.

Below are times when Patsy received cash to purchases:

1. On 09/16/2011, I provided Patsy with a \$50.00 ADVANCE so she could receive a haircut and personal items to start her Internship at the WI DVR with confidence.
2. On 12/20/2011, I provided Patsy with a \$25.00 ADVANCE for providing funds to get to and from bus routes for travel to interviews in January 2012.
3. On 06/21/2012, I reimbursed Patsy with \$15.00 for the purpose of her to get haircut so she could attend her DVR permanent job interview with confidence.
4. On 06/29/2012, I reimbursed Patsy with \$7.64 for travel to and from a Matthews interview in Illinois.

5. On 07/06/2012, I provided Patsy with a \$217.00 ADVANCE for her 1st year of Scooter insurance to help Patsy stay safe on the road.
6. Finally, on 10/17/2012, I provided Patsy with a \$30.00 ADVANCE for her Taxi Licensing fee so she can drive a taxi in addition to dispatching work.

In all these advances, Patsy provided me with all the needed receipts to verify she purchased these items as intended. Overall, I am in support of helping Patsy accomplishing her goals. Jeanette and I hope to help Patsy as soon as possible to find a permanent job that pays her at least \$7.25/hour, and I want others to know Patsy has someone in her corner. If you have any questions about Patsy or our DVR program, please contact me.

Thank you for reading this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kitra Thomas', with a large, stylized flourish at the end.

Kitra Thomas, Counselor B
Vocational Rehabilitation
262-697-4694

Department of Workforce Development
Division of Vocational Rehabilitation
8600 Sheridan Rd.
Kenosha, WI 53143
Telephone: (262) 697-4690
Toll Free: (800) 228-2681
Fax: (262) 697-4687
TTY: (262) 697-4690
Email: DVR@dwd.wisconsin.gov

STATE OF WISCONSIN



Department of Workforce Development

Scott Walker, Governor
Reginald J. Newson, Secretary
Charlene L. Dwyer, Division Administrator

Monday, December 05, 2011

**PATSY A. TATE CASE NUMBER: 001118055
PO BOX 172**

KENOSHA, WI 53141

Dear Patsy:

I have attached your Temporary Work Experience paperwork to this letter. If you have any questions or concerns about this report, please to call either VR Supervisor, Julie Ferraro, at 262-697-4685 or me at 262-697-4694. You may also contact me by email (Kitra.Thomas@dwd.wisconsin.gov). Great job and I hope it was a helpful work experience for you!

Sincerely,

Kitra C. Thomas
Vocational Counselor B
262-697-4694
Kitra.Thomas@dwd.wisconsin.gov

Internship/Work Experience Progress Report

| | |
|---|--|
| Provider Name & Address DVR Julie Ferraro Kenosha, WI 53140 | Return Completed Form To Kitra Thomas Kenosha, WI 53140 |
|---|--|

Consumer Name
Patsy Tate

| | |
|-------------------------|---------------------------|
| Reporting Period | From 08/23/11 To 11/23/11 |
|-------------------------|---------------------------|

Nature of Work or Subject Area
DVR front desk receptionist

Was the individual late for scheduled activities in this reporting period?
 Yes No If yes, how many?

Did the individual have unexcused absences in this reporting period?
 Yes No If yes, how many?

| | Excellent | Good | Average | Poor |
|----------------------------------|-----------|------|---------|------|
| Quality of Work | | X | | |
| Rate of Progress | | X | | |
| Dependability | X | | | |
| Ability to Get Along with Others | X | | | |
| Personal Appearance and Hygiene | | | X | |
| Learning Ability | X | | | |
| Attitude | X | | | |

Do you recommend that the individual continue in the program?
 Yes No If no, please explain in the comments section below.

Comments

Patsy had excellent attendance in her temporary work experience. She kept herself busy throughout her work shift, and got along well with co-workers and the public.

| | | |
|--|-------------------------------|-------------------------------|
| Intern/Work Experience Supervisor Signature <i>Julie Ferraro</i> | Title VR Supervisor | Date Signed 12-5-11 |
|--|-------------------------------|-------------------------------|

M Feedback from Clark Dietz
2 messages

Jeanette Stevenson <jeanette@pointofyou.biz>

Fri, Mar 30, 2012 at 9:13 AM

To: Patsy Tate <patsytate8585@gmail.com>

Cc: "Thomas, Kitra C - DWD" <Kitra.Thomas@dwd.wisconsin.gov>, jeanette@pointofyou.biz

Patsy,

I spoke to Terry at Express who talked to Lori at Clark Dietz. The feedback was amazing. She said you did not only what they asked but that you took on more and went above and beyond. I inquired if Lori may want to Job Share but at this time they do not need to fill the position because they are having an intern fill this position. It sounds like it may be a family friend. They want you to fill in that week in April. I let Express know that you were very happy there as well and to keep your name in mind if they are ever looking to fill that position.

In addition, the call center positions through Express are not filled. They are looking for additional people but that would not begin until end of April.

Way to go!

Kitra,

Usually I would not put you on update emails but I HAD to BRAG on Patsy a bit ☺

Have a great weekend ladies!

Thomas, Kitra C - DWD <Kitra.Thomas@dwd.wisconsin.gov>

Fri, Mar 30, 2012 at 9:17 AM

To: Jeanette Stevenson <jeanette@pointofyou.biz>, Patsy Tate <patsytate8585@gmail.com>

This is a wonderful report! Of course, I knew this since I worked with her directly. Way to go Patsy!

Thank you,

Kitra C. Thomas, MS, LPC
Department of Workforce Development
Division of Vocational Rehabilitation Counselor B
Kenosha County Job Center, WI 53143
PH: 800-228-2681 (or direct: 262-697-4694)
FAX: 262-697-4687

Wisconsin Is Open for Business!

6029 – 22nd Avenue, Upper
Kenosha, Wisconsin 53143
patsytate8585@gmail.com
(262) 220-4123 or (262) 344-9764

September 4, 2012

ABC Company

Dear Hiring Manager,

I am writing regarding the WYZ position posted on www.jobcenterofwisconsin.com. I am looking for an opportunity to utilize my people skills, organizational talent, and administrative and accounting experience. I feel that my experience and skills are well matched to your requirements. I enjoy people and have the ability to create successful working relationships with co-workers, vendors and clients.

I am currently working as a Dispatcher at My Way Cabs in Kenosha. I conduct vehicle inspections daily, calculate fares, dispatch calls and monitor/manage driver activity.

I had the privilege to work as the Front Desk Receptionist for the DWD at the Division of Vocational Rehabilitation in Kenosha this past fall. In this position I greeted clients in a friendly and professional manner. I contacted clients for case updates completing detailed notes for case documentation. I scheduled appointments in Outlook, assisted clients, answered phones relaying timely messages, and fulfilled other duties as needed.

I have over 20 years experience in administrative support, sales, customer service and support, business management and team support and leadership.

I am sure my skills and experience would be an asset to your company. These include:

- Front Desk Reception
- Customer Service – Call Center
- Administrative Support
- Organization and Attention to Detail
- Creativity and Problem Solving
- Multi-tasking
- Proficiency in Microsoft Word, Excel and Outlook
- Knowledge of Power Point and other software
- Familiar with Real Estate Transactions
- Calendar – Scheduling and Maintenance
- Client Confidentiality
- Team Support and Leadership
- Accounting and General Bookkeeping
- Meeting and Event Planning
- Travel Arrangements

I learn quickly and enjoy a challenge. I work well independently as well as with teams and consider myself to be able to adapt to any environment.

I hope you will consider me for employment with your company. I look forward to hearing from you. Feel free to contact me at (262) 220-4123, (262) 344-9764 or patsytate8585@gmail.com.

Respectfully Submitted,

Patsy A. Tate

PATSY ANN TATE

PATSY ANN TATE
6029 – 22nd Avenue, Upper
Kenosha, Wisconsin 53143
(262) 220-4123 OR (262) 344-9764
patsytate8585@gmail.com

CAREER OBJECTIVE

To obtain a challenging position that will utilize my administrative, people, and organizational skills and experience.

EMPLOYMENT EXPERIENCE

2012 to Present **MY WAY CAB / Kenosha, Wisconsin - Dispatcher**

EXPRESS EMPLOYMENT PROFESSIONALS / Kenosha, Wisconsin

2012 to 2012 **DOHENY'S WATER WAREHOUSE - Call Center Customer Service (Seasonal)**

2012 to 2012 **CLARK DIETZ ENGINEERS - Front Desk Reception (Temporary)**

2011 to 2011 **WISCONSIN DWD - DIVISION OF VOCATIONAL REHABILITATION- Front Desk Reception (Temporary)**

2008 to 2011 **GOFLO.COM / Zion, Illinois - Self Employed Independent Sales Contractor**

2005 to 2008 **SANMINA-SCI / Pleasant Prairie, Wisconsin - Purchasing Assistant and Expeditor**

1998 to 2002 **TAP PHARMACEUTICAL PRODUCTS / Lake Forest, Illinois - Senior Administrative Assistant**

2001 to 2002 **REAL ESTATE INVESTMENT AND MANAGEMENT / Illinois - General Partner**

1993 to 1998 **MOTOROLA, INCORPORATED / Libertyville, Illinois - Cellular Operator/SSH Coordinator**

SKILLS

- Developed and implemented an independent coordinator position at Motorola, Incorporated
- Ability to work independently with minimal supervision
- Ability to work in a team environment
- Organizational skills / Multi-tasking
- Knowledge of Microsoft Office, Word, Excel, PowerPoint, Outlook and Oracle based software
- Developed and designed advertising layouts
- Over 15 years experience in administrative support, accounting and bookkeeping
- Over 6 years experience in sales of advertising and personal products

ADMINISTRATIVE SUPPORT

- Planned meetings and events
- Maintained staff calendars in Outlook
- Prepared and assembled documents, proposals, presentations and spreadsheets
- Arranged domestic and international travel reservations
- Expedited and processed purchase orders
- Performed manual and computerized bookkeeping and accounting

CUSTOMER SERVICE

- Established successful working relationships with clients
- Achieved consistent client satisfaction
- Resolved customer complaints
- Ability to handle difficult customers
- Assisted customers in advertising design

TEAM SUPPORT, LEADERSHIP AND TRAINING

- Facilitated team meetings
- Completed factory audits and inspections
- Developed and conducted training programs
- Worked with engineers, safety department and production staff to meet OSHA guidelines
- Supervised maintenance and repair crews

EDUCATION

Completed 34 credit hours toward a degree in Business Administration. Maintained a 4.0 average. Phi Theta Kappa.
College of Lake County – Grayslake, IL - Aurora University – Waukegan, IL Campus - Truman College – Chicago, IL

Skill Report

Report for: Wisconsin Dept Wkfrc Dvlpmt
Site: Kenosha County Job Center
Test Date: May 31, 2012

WorkKeys Individual Score Report

Name: Tate, Patsy

ID# atep

| Test | Level Score | Possible Range |
|-------------------------|-------------|----------------|
| Reading for Information | 7 | <3-7 |

WHAT YOUR SCORES MEAN

You scored at Level 7. People achieving this level can apply concepts from densely detailed passages, such as excerpts from complex regulatory and legal documents, to new situations. They can understand difficult concepts and complicated procedures containing jargon and technical terms whose definitions must be derived from context.

Your Reading for Information skills are at least as high as this test measures. Congratulations on your fine performance! We encourage you to use and expand upon your considerable skills in this area by continuing to read and learn from a wide variety of challenging reading materials.

HOW YOU CAN USE YOUR SCORES

For more information, visit www.workkeys.com

Wisconsin's National Career Readiness Certificate (NCRC)

Wisconsin's NCRC is EEOC friendly and easily understood by employers. It is designed to help describe the abilities of a potential employee in three important work-related areas: Applied Mathematics, Reading for Information, and Locating Information.

Four Certificate Levels

Wisconsin's National Career Readiness Certificate is awarded after an individual completes three standardized tests—called WorkKeys®. Individuals earn one of four levels of certificates based on their performance on the tests.

-  **Bronze:** Signifies that a recipient possesses skills for approximately 35% of jobs.
-  **Silver:** Signifies that a recipient possesses skills for approximately 65% of jobs.
-  **Gold:** Signifies that a recipient possesses skills for approximately 90% of jobs.
-  **Platinum:** Signifies that a recipient possesses skills for approximately 99% of jobs.

National Career Readiness Certificate

APPLIED MATHEMATICS

This assessment measures mathematical reasoning, critical thinking, and problem-solving techniques related to work-related problems.

READING FOR INFORMATION

This assessment measures the ability to read and use written text in job functions. Written text includes memos, letters, directions, signs, notices, bulletins, policies, and regulations.

LOCATING INFORMATION

This assessment measures the ability to compare, summarize, and analyze information found in workplace graphics.

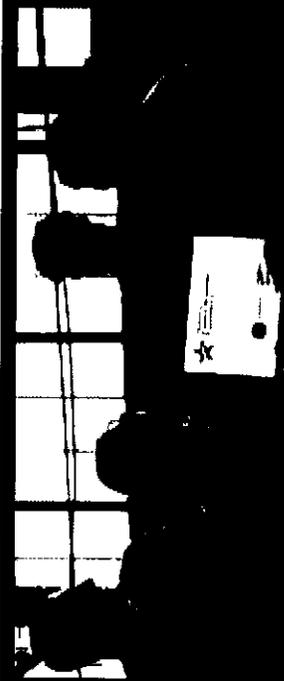
What is the National Career Readiness Certificate (NCRC)?

The National Career Readiness Certificate helps to answer the age old question of...

“Who is the right person for this job?”

The National Career Readiness Certificate is a transferable credential that proves an individual is work ready. ACT, an internationally recognized assessment and research company, has profiled thousands of jobs and determined that these three skills are universally essential to workplace success. Math, Reading and Locating Information are required by more than 85% of the jobs in the country!

“When hiring, I ask my applicants if they are NCRC certified.”



Taxi License

Police Record Report

| APPLICANT INFORMATION | | | |
|-----------------------|----------------------|--|-------------------------|
| Date of Application | Name of Applicant | Applicant's Date of Birth | Driver's License Status |
| 10/26/2012 | Michael Sanders | 8/6/1982 | Valid |
| License Number | Address of Applicant | Business (where license is to be used) | Business Address |
| N130043 | 705-61st Street | My Way Cabs | |

| DATE OF CHARGE | OFFENSE | CASE STATUS | OFFENSE LISTED ON APPLICATION | POINTS |
|----------------|---|-------------------|-------------------------------|--------|
| 9/17/2009 | FAILURE TO YIELD RIGHT OF WAY | | Y | 20 |
| 3/30/2011 | SPEEDING INTERMEDIATE | | Y | 40 |
| 3/30/2011 | COMPULSORY INSURANCE | | N | |
| 3/30/2011 | COMPULSORY INSURANCE-NO PROOF | | N | |
| 5/9/2011 | SPEEDING | | Y | 20 |
| 10/21/2011 | SPEEDING | | Y | 20 |
| 10/11/2004 | INTIMIDATE VICTIM/THREATEN FORCE FELONY | GUILTY/NO CONTEST | Y | 100 |
| 9/17/1999 | BURGLARY-BUILDING OR DWELLING FELONY | GUILTY/NO CONTEST | Y | 100 |
| | | | | |
| | | | | |

| CITY ATTORNEY'S RECOMMENDATION | |
|--|------------|
| Offense Demerit Points | 300 |
| Were all offenses listed on the application? | |
| TOTAL DEMERIT POINTS | 300 |

| CITY ATTORNEY'S COMMENTS |
|--------------------------|
| |
| |
| |
| |
| |

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

FOR OFFICE USE ONLY:

License Number 130043 Date Granted _____ Date Issued _____

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

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

*adverse
UP 11/19*

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

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

| | | |
|---|----------------|---------------------|
| <u>Sanders</u> | <u>Michael</u> | <u>E</u> |
| Last Name | First Name | Middle Initial |
| <u>705 6th ST</u> | <u>Kenosha</u> | <u>WI</u> |
| Address | City | State |
| <u>8/6/1982</u> | <u>53143</u> | <u>262 220 5708</u> |
| Date of Birth | Zip | Phone Number |
| <u>8536-5458-2286-06 - exp. 8/6/2019</u> | | |
| State of Wisconsin Driver's License Number and Expiration Date (Required) | | |

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

- Have you, as an adult, ever been convicted of a major crime (felony), a minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin or in any other state, or do you have such a charge pending at this time? Yes No If Yes, state charge, year offense committed or alleged to be committed, and disposition: Burglary 1999 - Possession THC - 03 - Battery/Intimidate victim - 04 - Possession THC - 05 - Disorderly Conduct - 05
- Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other state? Yes No If yes, please explain: Crimes above
- Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state? Yes No If yes, please explain: Double points taken from probationary license
- Have you received any traffic citations in Wisconsin or in any other state within the past five years, or do you have any such citations pending? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition: 4 speeding tickets - failure to yield '08-10
- Have you, as an adult, been convicted of any state or federal charges, or do you have such charges pending at this time, involving unfair trade practices, unethical conduct, or discrimination? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition: _____

-OVER-

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

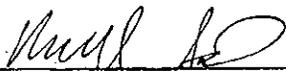
Staff Force

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

4121 29th Ave Kenosha
705 6th St Kenosha

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

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



SIGNATURE

10-26-12

DATE

APPLICANTS PLEASE READ

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

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

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

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

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

Wisconsin Circuit Court Access (WCCA)

State of Wisconsin vs. Michael Sanders

Kenosha County Case Number 1999CF001009

| | | |
|--------------------------------|------------------------------------|--------------------|
| Filing Date | Case Type | Case Status |
| 09-17-1999 | Criminal | Closed |
| Defendant Date of Birth | Address | |
| 08-06-1982 | 705 61st Street, Kenosha, WI 53143 | |
| Branch Id | DA Case Number | |
| 7 | | |

Charge(s)

| Count No. | Statute | Description | Severity | Disposition |
|-----------|--------------|-------------------------------|----------|----------------------|
| 1 | 943.10(1)(a) | Burglary-Building or Dwelling | Felony C | Guilty / No Contest |
| 2 | 943.01(1) | Criminal Damage to Property | Misd. A | Dismissed-Read In-Pr |
| 3 | 943.01(1) | Criminal Damage to Property | Misd. A | Dismissed-Read In-Pr |
| 4 | 941.23 | Carrying a Concealed Weapon | Misd. A | Dismissed-Read In-Pr |

Defendant Owes the Court: \$ 757.31

| Responsible Official | Prosecuting Agency | Prosecuting Attorney | Defense Attorney |
|----------------------|--------------------|----------------------|-----------------------|
| Wilk, Michael | District Attorney | Perlberg, Thomas | Karls, Valerie Stuart |

Defendant

| | | | |
|------------------------------------|------------------------|------------------|---------------------------|
| Defendant Name | Date of Birth | Sex | Race¹ |
| Sanders, Michael | 08-06-1982 | Male | Caucasian |
| Address | | | Address Updated On |
| 705 61st Street, Kenosha, WI 53143 | | | 03-21-2012 |
| JUSTIS ID | Finger Print ID | | |
| | | | |
| Defendant Attorney(s) | | | |
| Attorney Name | Entered | Withdrawn | |
| Bennett, Charles C | 09-21-1999 | 03-22-2005 | |
| Karls, Valerie Stuart | 04-22-2005 | | |

Charge(s)/Sentence(s)

Charge Detail

The Defendant was charged with the following offense:

| Count No. | Statute Cite | Description | Severity | Offense Date | Plea |
|------------------|---------------------|-------------------------------|-----------------|---------------------|----------------------|
| 1 | 943.10(1)(a) | Burglary-Building or Dwelling | Felony C | 09-16-1999 | Guilty on 12-06-1999 |

On 12-06-1999 there was a finding of:

| Action | Court Official |
|---------------------|-----------------------|
| Guilty / No Contest | Wilk, Michael |

On 02-24-2000 the following was ordered:

| Sentence | Time | Begin Date | Notes |
|--------------------------|-------------|-------------------|--------------|
| Probation, Sent Withheld | 5 Years | | |

| Condition | Time | Notes |
|------------------|-------------|--------------|
| Jail Time | 9 Days | |
| Restitution | | |
| Costs | | |
| Other | | |

Probation revoked on 10-05-2005

On 02-24-2000 there was a finding of:

| Action | Court Official |
|---------------------|-----------------------|
| Guilty / No Contest | Wilk, Michael |

On 10-05-2005 the following was ordered:

| Sentence | Time | Begin Date | Notes |
|-----------------|-------------|-------------------|---|
| Restitution | | | Restitution still due and owing. |
| Costs | | | Court obligations are still due and owing. Submit DNA sample, if not previously submitted, and pay \$250 cost. DOC to remove \$250 cost upon proof of previous payment. |
| State Prison | 3 Years | | TO COMMENCE FORTHWITH. Deft is eligible for the Earned Release Program. |

The Defendant was charged with the following offense:

| Count No. | Statute Cite | Description | Severity | Offense Date | Plea |
|------------------|---------------------|-----------------------------|-----------------|---------------------|-------------|
| 2 | 943.01(1) | Criminal Damage to Property | Misd. A | 09-16-1999 | |

On 12-06-1999 there was a finding of:

| Action | Court Official |
|----------------------|-----------------------|
| Dismissed-Read In-Pr | Wilk, Michael |

The Defendant was charged with the following offense:

| Count No. | Statute Cite | Description | Severity | Offense Date | Plea |
|------------------|---------------------|--------------------|-----------------|---------------------|-------------|
|------------------|---------------------|--------------------|-----------------|---------------------|-------------|

3 943.01(1) Criminal Damage to Property Misd. A 09-16-1999

On 12-06-1999 there was a finding of:

| | |
|----------------------|-----------------------|
| Action | Court Official |
| Dismissed-Read In-Pr | Wilk, Michael |

The Defendant was charged with the following offense:

| Count No. | Statute Cite | Description | Severity | Offense Date | Plea |
|-----------|--------------|-----------------------------|----------|--------------|------|
| 4 | 941.23 | Carrying a Concealed Weapon | Misd. A | 09-16-1999 | |

On 12-06-1999 there was a finding of:

| | |
|----------------------|-----------------------|
| Action | Court Official |
| Dismissed-Read In-Pr | Wilk, Michael |

Total Receivables

| Court Assessments | Adjustments ³ | Paid to the Court | Probation/Other Agency Amount ⁴ | Balance Due to Court | Due Date ⁵ |
|-------------------|--------------------------|-------------------|--|----------------------|-----------------------|
| \$ 122.80 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 122.80 | 07-06-2009 |
| \$ 222.27 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 222.27 | 07-06-2009 |
| \$ 4,303.00 | -\$ 4,303.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | |
| \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | |
| \$ 4,305.29 | -\$ 1,760.05 | \$ 2,133.00 | \$ 0.00 | \$ 412.24 | |

Judgment for money

| | | |
|---------------|--------------------|--|
| County | Case Number | Case Caption |
| Kenosha | 1999CF001009 | State of Wisconsin vs. Michael Sanders |

| | | |
|---------------------------|---------------------|-----------------------|
| Judgment/Lien Date | Total Amount | Warrant Number |
| 06-03-2009 | \$ 318.01 | |

| | |
|-------------------------------|---------------------------|
| Date and Time Docketed | Service/Event Date |
| 06-03-2009 at 01:17 pm | |

| | | | |
|---------------------|------------------------|-------------|--------------------|
| Satisfaction | Judgment Status | Date | Type Of Tax |
| No | | | |

Property/Remarks

Judgment Parties

| Party Type | Name | Dismissed | Status | Address |
|------------|---------------------------------------|-----------|--------|--|
| Creditor | Kenosha County Clerk of Circuit Court | No | Active | 912 56th Street, Room Lower Level 4, Kenosha County Circuit Court, Kenosha, WI 53140 |

Post-judgment interest \$ 2.29

Judgment for money

| | | |
|-------------------------------|---------------------------|--|
| County | Case Number | Case Caption |
| Kenosha | 1999CF001009 | State of Wisconsin vs. Michael Sanders |
| Judgment/Lien Date | Total Amount | Warrant Number |
| 06-01-2009 | \$ 2,227.23 | |
| Date and Time Docketed | Service/Event Date | |
| 06-03-2009 at 01:17 pm | | |

| | | | |
|---------------------|------------------------|-------------|--------------------|
| Satisfaction | Judgment Status | Date | Type Of Tax |
| No | | | |

Property/Remarks

Judgment Parties

| Party Type | Name | Dismissed | Status | Address | Attorney Name |
|-------------------|------------------------------|------------------|---------------|------------------------------------|-----------------------|
| Creditor | Kenosha County Circuit Court | No | Active | 912 56th St, Kenosha, WI 53140 | |
| Debtor | Sanders, Michael | No | Active | 705 61st Street, Kenosha, WI 53143 | Karls, Valerie Stuart |

Costs / Amounts

| | |
|--------------------|---------------|
| Description | Amount |
| Judgment amount | \$ 2,227.23 |

- ¹ The designation listed in the Race field is subjective. It is provided to the court by the agency that filed the case.
- ² Non-Court activities do not require personal court appearances. For questions regarding which court type activities require court appearances, please contact the Clerk of Circuit Court in the county where the case originated.
- ³ Includes collection agency fees; bankruptcy discharge of debt; Department of Revenue collection fees; and forgiven debts due to indigence, death, time served, or community service.
- ⁴ Some amounts assessed by the courts are collected by the Department of Corrections or other agencies. This column is rarely updated by the courts and may be less than the actual amount owed.
- ⁵ For cases with multiple assessments, the due date represents the assessment with the latest date.
- ⁶ Your payment may not be processed immediately.

Wisconsin Circuit Court Access (WCCA)

State of Wisconsin vs. Michael E. Sanders

Kenosha County Case Number 2004CF001126

| | | |
|--|--|--------------------|
| Filing Date | Case Type | Case Status |
| 10-11-2004 | Criminal | Closed |
| Defendant Date of Birth | Address | |
| 08-06-1982 | Lka 4627 - 8th Avenue, Kenosha, WI 53140 | |
| Branch Id | DA Case Number | |
| 2 | 2004KN005942 | |
| Case(s) Cross-Referenced With This Case | | |
| 2004CM001041, 2005CF000106 | | |

Charge(s)

| Count No. | Statute | Description | Severity | Disposition |
|-----------|--------------|--|----------|----------------------|
| 1 | 948.03(2)(b) | Child Abuse-Intentionally Cause Harm | Felony H | Dismissed-Read In-Pr |
| 2 | 940.45(3) | Intimidate Victim/Threaten Force, etc. | Felony G | Guilty / No Contest |
| 3 | 947.01 | Disorderly Conduct | Misd. B | Dismissed-Read In-Pr |

Defendant Owes the Court: \$ 0.00

| | | | |
|-----------------------------|---------------------------|-----------------------------|-------------------------|
| Responsible Official | Prosecuting Agency | Prosecuting Attorney | Defense Attorney |
| Kluka, Barbara A. | District Attorney | Dooley, Mark Patrick | Karls, Valerie Stuart |

Defendant

| | | | |
|--|------------------------|------------|---------------------------|
| Defendant Name | Date of Birth | Sex | Race¹ |
| Sanders, Michael E. | 08-06-1982 | Male | Caucasian |
| Address | | | Address Updated On |
| Lka 4627 - 8th Avenue, Kenosha, WI 53140 | | | 10-11-2004 |
| JUSTIS ID | Finger Print ID | | |
| | | | |
| Defendant Attorney(s) | | | |
| Attorney Name | Entered | | |
| Karls, Valerie Stuart | 08-04-2005 | | |

Charge(s)/Sentence(s)

Charge Detail

The Defendant was charged with the following offense:

| Count No. | Statute Cite | Description | Severity | Offense Date | Plea |
|-----------|--------------|--------------------------------------|----------|--------------|------|
| 1 | 948.03(2)(b) | Child Abuse-Intentionally Cause Harm | Felony H | 07-29-2004 | |

Charge Modifier(s)

Statute Cite Description

939.62(1)(b) Habitual Criminality (Prison <= 10 Yrs)

On 04-14-2005 there was a finding of:

| Action | Court Official |
|----------------------|-------------------|
| Dismissed-Read In-Pr | Kluka, Barbara A. |

The Defendant was charged with the following offense:

| Count No. | Statute Cite | Description | Severity | Offense Date | Plea |
|-----------|--------------|--|----------|--------------|----------------------|
| 2 | 940.45(3) | Intimidate Victim/Threaten Force, etc. | Felony G | 07-29-2004 | Guilty on 04-14-2005 |

Charge Modifier(s)

Statute Cite Description

939.62(1)(b) Habitual Criminality (Prison <= 10 Yrs)

On 04-14-2005 there was a finding of:

| Action | Court Official |
|---------------------|-------------------|
| Guilty / No Contest | Kluka, Barbara A. |

On 10-05-2005 the following was ordered:

| Sentence | Time | Begin Date | Notes |
|-----------------------------------|---------|------------|---|
| State Prison - Imposed and Stayed | 3 Years | | Extended supervision to follow. Length of confinement and length of extended supervision for a total length 8 years bifurcated sentence. Defendant IS NOT eligible for the challenge Incarceration Program. Defendant IS NOT eligible for the Earned Release Program. |
| Extended Supervision | 5 Years | | Same conditions as Probation. |
| Probation, Sent Imposed | 5 Years | | Consecutive to 05-CF-106 and 04-CM-1041. |

Condition Time Notes

Costs

Other Obey all of the rules and regulations of

your supervising probation agent. Do not possess or consume alcoholic beverages and do not have alcoholic beverages within the residence. Participate in counseling as deemed appropriate by your agent: Anger Management / DV counseling. Actively search for employment, be employed or attend an educational institution or vocational training program. Pay all court costs including all applicable surcharges. Submit DNA sample, if not previously submitted, and pay \$250 cost. DOC to remove \$250 cost upon proof of previous payment. Cooperate with the Child Support Agency to establish paternity and/or to pay child support and make all court appearances in any paternity action. May not have contact with R. J. D, K J.S., V. C., N. A.R., unless otherwise permitted by the court/agent. May not possess any weapons, including firearms.

The Defendant was charged with the following offense:

| Count No. | Statute Cite | Description | Severity | Offense Date | Plea |
|-----------|--------------|--------------------|----------|--------------|------|
| 3 | 947.01 | Disorderly Conduct | Misd. B | 07-29-2004 | |

Charge Modifier(s)

Statute Cite Description

939.62(1)(b) Habitual Criminality (Prison <= 10 Yrs)

On 04-14-2005 there was a finding of:

| Action | Court Official |
|----------------------|-------------------|
| Dismissed-Read In-Pr | Kluka, Barbara A. |

Total Receivables

| Court Assessments | Adjustments ³ | Paid to the Court | Probation/Other Agency Amount ⁴ | Balance Due to Court | Due Date ⁵ |
|-------------------|--------------------------|-------------------|--|----------------------|-----------------------|
| \$ 347.00 | \$ 0.00 | \$ 27.00 | \$ 320.00 | \$ 0.00 | |

¹ The designation listed in the Race field is subjective. It is provided to the court by the agency that filed the case.

² Non-Court activities do not require personal court appearances. For questions regarding which court type activities require court appearances, please contact the Clerk of Circuit Court in the county where the case originated.

Case Details for 2004CF001126 in Kenosha County

- 3 Includes collection agency fees; bankruptcy discharge of debt; Department of Revenue collection fees; and forgiven debts due to indigence, death, time served, or community service.
- 4 Some amounts assessed by the courts are collected by the Department of Corrections or other agencies. This column is rarely updated by the courts and may be less than the actual amount owed.
- 5 For cases with multiple assessments, the due date represents the assessment with the latest date.
- 6 Your payment may not be processed immediately.

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

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

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

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant _____
Last First M.
Residence Address _____
Street City State Zip
Date of Birth and Place _____
DOB City State
Phone Number _____ Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

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

(SECTION 3) CORPORATE INFORMATION

Corporation Name A Vintage Vault, LLP State of Incorporation Wisconsin

List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Officers and Directors:
(Attach additional sheets if necessary) Julie Dominguez Edward Dominguez
2504 41st Ave, Kenosha 2504 41st Ave
Kenosha WI 53144 Kenosha WI 53144
262-945-4559 262-945-9542
Grass Valley, CA 2/26/66 Fallon, NV 6/22/65

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: A Vintage Vault, LLP
3816 Roosevelt Rd, Kenosha, WI 53144 262-945-4559

Building Owner's Name, Home Address, State, Zip, Phone Number: _____

Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: Ed + Julie Dominguez
2504 41st Ave, Kenosha, WI 53144 262-945-4559

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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

(SECTION 7) LICENSE REVOCATION

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

Julie R. Dominguez
Individual/Partner

Edward Dominguez
Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 9th day of November, 2012.

[Signature]
Notary Public

My commission expires August 7, 2016



Office Use Only

Date Filed/Receipted: _____ Initials: _____

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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Individual/Partner

Edmund J. Jurenda
Corporate Officer/Director

Partner/Corporate Officer

Edmund J. Jurenda
Corporate Officer/Director

Subscribed and sworn to before me this 26 day of November, 2012.

Renee Backstein
Notary Public

My commission expires 12-16-12

Office Use Only

Date Filed/Received: 11-27-12

Initials: JAD

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

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

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

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

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant MIRKIEWICZ BONNIE L
Residence Address 7738 6th Ave Kenosha WI 53143
Date of Birth and Place 7-8-62 Chicago IL
Phone Number 262 484 4139 Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

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

(SECTION 3) CORPORATE INFORMATION

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

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: Forever Greatful Resale Boutique and Gallery
Building Owner's Name, Home Address, State, Zip, Phone Number: Robert Venn 262-652-9782
5000 7th Ave, Kenosha WI 53140
Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: _____

BONNIE MIRKIEWICZ, 7738 6th Ave
Kenosha, WI, 53143
262 484 4139

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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

(SECTION 7) LICENSE REVOCATION

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Bonnie Muley
Individual/Partner

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 29th day of November, 2012

Wanda L. Pillizzi
Notary Public



My commission expires 09-07-14

Office Use Only

Date Filed/Received: 11-30-12

Initials: AD

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

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

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

The Named (check one):
 INDIVIDUAL (Complete Sections 1, 4, 5, 6 and 7)
 PARTNERSHIP (Complete Sections 2, 4, 5, 6 and 7)
 CORPORATION/LIMITED LIABILITY COMPANY (Complete Sections 3, 4, 5, 6 and 7)

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant KISS LASZLO

Residence Address 3310 22nd Ave Kenosha WI 53140
Last Street First City State Zip

Date of Birth and Place 11-29-1953 Budapest HUNGARY
DOB City State

Phone Number (262) 652-3511 Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

Partnership Name _____

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

(SECTION 3) CORPORATE INFORMATION

Corporation Name _____ State of Incorporation _____

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

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: Antiques Revival
6826 Sheridan Road Kenosha WI 53143 (262) 652-3511

Building Owner's Name, Home Address, State, Zip, Phone Number: Firehouse LLC
Po Box 044222 Racine WI 53404 (262) 496-2640

Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: _____

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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Carla Levi
Individual/Partner

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

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

Dawn A. Miller
Notary Public



My commission expires February 7, 2016

Office Use Only

Date Filed/Received: 11-30-12 Initials: JAD

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

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

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

The Named (check one):

- INDIVIDUAL (Complete Sections 1, 4, 5, 6 and 7)
 - PARTNERSHIP (Complete Sections 2, 4, 5, 6 and 7)
 - CORPORATION/LIMITED LIABILITY COMPANY (Complete Sections 3, 4, 5, 6 and 7)
- hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant CHAYOURS, MAXINE
 Residence Address 1870 Street City State M.
 Date of Birth and Place City State Zip
 Phone Number City State Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

Partnership Name Patchez Ladies & Gents's Consignment Shop
 List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Partners: (Attach Additional Sheets if necessary)
MAXINE CHAYOURS (262) 221-4093 1870 SHEPHERD RD LOT 1
Beverly Griffin 1486 ~~State~~ SE 30th AVE # 15 (262) 748-5058
(262) 221-4093 MAXINE 7-5-1949 Mississippi / Beverly 9-15-64 MS.

(SECTION 3) CORPORATE INFORMATION

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

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: Patchez Ladies & Gents
Consignment Shop 6215 22nd AVE KANOSHA, WI 53143
 Building Owner's Name, Home Address, State, Zip, Phone Number: Theda Darroctt
9219 Cooper Rd Pleasant Prairie, WI 53158 (262) 694-0649
 Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: _____

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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

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Melvin Chron
Individual/Partner

Beverly Griffin
Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 3rd day of December, 2012

Paul J. Fosberg
Notary Public

My commission expires 3/15/15

Office Use Only

Date Filed/Received: _____ Initials: _____

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

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

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

The Named (check one):
 INDIVIDUAL (Complete Sections 1, 4, 5, 6 and 7)
 PARTNERSHIP (Complete Sections 2, 4, 5, 6 and 7)
 CORPORATION/LIMITED LIABILITY COMPANY (Complete Sections 3, 4, 5, 6 and 7)
hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant Johnson Joshua
Last First M.
Residence Address 999 Wood Rd Apt 109 Kenosha WI 53144
Street City State Zip
Date of Birth and Place 11-29-1980 Oshun HI
DOB City State
Phone Number 262-909-6121 Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

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

(SECTION 3) CORPORATE INFORMATION

Corporation Name Colosseum Games LLC State of Incorporation WI
List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Officers and Directors:
(Attach additional sheets if necessary)
Johnson, Joshua 999 Wood Rd Apt 109 Kenosha WI 53144
262 909 6121
DOB 11-27-1980 Oshun, HI

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number:
Colosseum Games 5719 75th St Kenosha WI 53142 262 909 6121
Building Owner's Name, Home Address, State, Zip, Phone Number:
KSG Development 5715 75th St WI 53142 719-694-4123
Manager or Proprietor of Business, Home Address, State, Zip, Phone Number:
KSG Development 5715 75th St WI 53142 719-694-4123

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

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

(SECTION 6) GENERAL INFORMATION

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

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

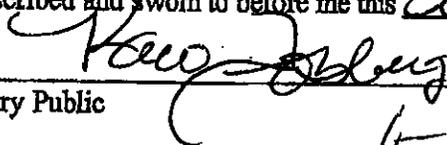
(PLEASE NOTE THAT YOU ARE RESPONSIBLE FOR KNOWING AND ABIDING BY THE CONTENTS THEREOF AND YOUR LICENSE MAY BE SUSPENDED OR REVOKED AND/OR YOU MAY BE SUBJECT TO A CIVIL FORFEITURE FOR NONCOMPLIANCE THEREWITH).

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| | |
|---|--------------------------------|
|  _____ | <u>Joshua Johnson</u> _____ |
| Individual/Partner | Partner/Corporate Officer |
| _____ | _____ |
| Corporate Officer/Director | Corporate Officer/Director |

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



Notary Public

My commission expires 3/5/15

Office Use Only

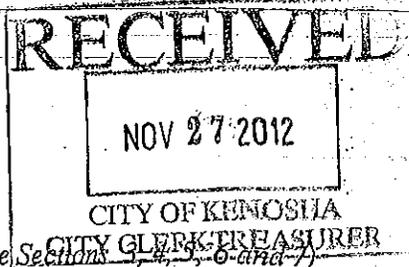
Date Filed/Received: 11-30-12 Initials: _____

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

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

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



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

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant BINSFIELD Jchome F
Residence Address Last 4620 HARRISON RD First Kenosha WI 53140
Street City State Zip
Date of Birth and Place 11-15-42 Kaukauna WI
DOB City State
Phone Number 262-654-6272 Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

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

(SECTION 3) CORPORATE INFORMATION

Corporation Name _____ State of Incorporation _____

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

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: JB Coins/Collectibles
6040 39th Ave Suite 7 Kenosha, WI 53146

Building Owner's Name, Home Address, State, Zip, Phone Number:
DINO Pirelli's 6020 39th Ave Kenosha 654-0785

Manager or Proprietor of Business, Home Address, State, Zip, Phone Number:
Same as Section 1

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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

(SECTION 7) LICENSE REVOCATION

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

Jerome F. Binsfeld / Jerome Binsfeld
Individual/Partner

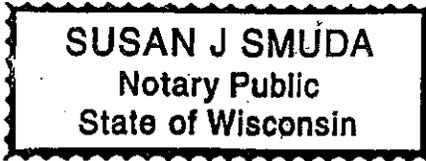
Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

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

Susan J. Smuda
Notary Public



My commission expires 5-17-15

Office Use Only

Date Filed/Received: _____ Initials: _____

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

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

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

The Named (check one):
 INDIVIDUAL (Complete Sections 1, 4, 5, 6 and 7)
 PARTNERSHIP (Complete Sections 2, 4, 5, 6 and 7)
 CORPORATION/LIMITED LIABILITY COMPANY (Complete Sections 3, 4, 5, 6 and 7)
hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant _____
Last First M.
Residence Address _____
Street City State Zip
Date of Birth and Place _____
DOB City State
Phone Number _____ Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

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

(SECTION 3) CORPORATE INFORMATION

Corporation Name Keynote Inc. State of Incorporation WI

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

Scott Moriart: 9839 Brookside Drive Hales Corners 414-324-1021, Cuonhy, WI 05/28/1978
Kenneth Siegel 3666 E Iowa Terrace Cuonhy 414-324-3739 Milwaukee WI 01/11/1968

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number:
MUSICGO ROUND 7310 GREEN BAY ROAD KENOSHA, WI 53142 262-697-7625

Building Owner's Name, Home Address, State, Zip, Phone Number:
Raymond + Associates 222 Northfield Rd Northfield IL 60093 847-441-4700

Manager or Proprietor of Business, Home Address, State, Zip, Phone Number:
SAME AS ABOVE

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

Each applicant, including an individual, a partner or an officer, director or agent of any corporation must fill out and attach an "Applicant's Report of Police Record". (This form may be duplicated if more copies are needed)

Attached? Yes No

(SECTION 6) GENERAL INFORMATION

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

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

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

(SECTION 7) LICENSE REVOCATION

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

Individual/Partner

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 27 day of November, 2012.

Notary Public

My commission expires 5-18-2014

SCOTT M. WISNIEWSKI
Notary Public
State of Wisconsin

Office Use Only

Date Filed/Received: 11-27-12

Initials: JAD

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

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

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

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

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

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

Last First M.
Street City State Zip
DOB City State

Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

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

(SECTION 3) CORPORATE INFORMATION

Corporation Name CD DVD GAME LLC State of Incorporation WI
List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Officers and Directors:
(Attach additional sheets if necessary) Candice M Eisenhauer, 7515 26th Ave, Kenosha WI
53143 262-652-0127, Kenosha, WI 10/27/1953

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: CD DVD GAME Warehouse
3717 80th Street, Kenosha, WI 53142
Building Owner's Name, Home Address, State, Zip, Phone Number: A&R Katz Management
3175 Commercial Avenue, Northbrook, IL 847-205-1200
Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: Ralph Katz
3717 Commercial Avenue, Northbrook, IL 847-205-1200

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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

(SECTION 7) LICENSE REVOCATION

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

Individual/Partner

[Signature]

Corporate Officer/Director

Partner/Corporate Officer

Corporate Officer/Director

Subscribed and sworn to before me this 21st day of November, 2012.

[Signature]
Notary Public

My commission expires 5-15-2016.

Office Use Only

Date Filed/Received: 11/21/12

Initials: JBW

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

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

Dist 8

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

The Named (check one):
 INDIVIDUAL (Complete Sections 1, 4, 5, 6 and 7)
 PARTNERSHIP (Complete Sections 2, 4, 5, 6 and 7)
 CORPORATION/LIMITED LIABILITY COMPANY (Complete Sections 3, 4, 5, 6 and 7)

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant _____
Last First M.
Residence Address _____
Street City State Zip
Date of Birth and Place _____
DOB City State
Phone Number _____ Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

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

(SECTION 3) CORPORATE INFORMATION

Corporation Name Midwest Goldbuyers DBA GOLDMAX State of Incorporation IL

List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Officers and Directors:
(Attach additional sheets if necessary) Jordan Sadoff - 304 Pebble Beach, Bartlett IL 60103,
630-233-0330, 11-15-77 Chicago, IL
Jake Sadoff 304 Pebble Beach, Bartlett IL 60103, 630-233-0330,
11-15-77 Chicago, IL

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: Midwest Goldbuyers, Goldmax -
3824 Roosevelt Rd.
Kenosha, WI 53142

Building Owner's Name, Home Address, State, Zip, Phone Number: R/S Willie Properties, LLC
3810 Roosevelt Rd, Kenosha WI 53142 262-914-3276

Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: Sheri Jonas, 847-924-
300 N. Markingale, Schaumburg IL 60173 8773

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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

(SECTION 7) LICENSE REVOCATION

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

Individual/Partner

Partner/Corporate Officer

[Signature]
Corporate Officer/Director

[Signature]
Corporate Officer/Director

* Subscribed and sworn to before me this 30th day of NOVEMBER, 2012.

[Signature]
Notary Public



My commission expires 05-07-2016

Office Use Only

Date Filed/Received: 12-4-12

Initials: JAD

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

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

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

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

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant MASAN FARID N
Residence Address 9040 Shady Ln Hickory Hills IL 60457
Date of Birth and Place 10-27-74 Israel
Phone Number 708-579-4590 Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

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

(SECTION 3) CORPORATE INFORMATION

Corporation Name S2 Gold Exchanging inc State of Incorporation WI
List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Officers and Directors: (Attach additional sheets if necessary) FARID MASAN
9040 Shady Ln Hickory Hills IL 60457 708-579-4590
10-27-74 - Israel

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: S2 Gold Exchanging in
1391 52 st Kenosha WI
Building Owner's Name, Home Address, State, Zip, Phone Number: _____
Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: _____

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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

(SECTION 7) LICENSE REVOCATION

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

Individual/Partner

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 28th day of November, 2012.

Notary Public

My commission expires 3/15/15

Office Use Only

Date Filed/Received: _____ Initials: _____

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

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

License Fee: \$30.00 License Type: 165
 License Period: January 1st through December 31st
 Check One: Original Application Renewal Application

How would you like to receive your license? pick up mail

The Named (check one):

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

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant Vesnefsky Audrey L
Last First M.
 Residence Address 3324 13th St Racine WI 53405
Street City State Zip
 Date of Birth and Place 5-19-1963 Racine WI
DOB City State
 Phone Number 262-697-0884 Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

Partnership Name Gold Diamond + Design Inc.

List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Partners: (Attach Additional Sheets if necessary)
John Langenfeld 3324 13th St Racine, WI 53405 262-697-0884 7/28/1962
Audrey Vesnefsky 3324 13th St Racine, WI 53405 262-697-0884 5/19/1963

(SECTION 3) CORPORATE INFORMATION

Corporation Name Gold Diamond + Design Inc. State of Incorporation WI

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

John Langenfeld 3324 13th St Racine, WI 53405 262-697-0884 7-28-1962
Audrey Vesnefsky 3324 13th St Racine, WI 53405 262-697-0884 5-19-1963

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: Gold Diamond + Design
10320 75th St Racine Kenosha WI 53142
Suite B

Building Owner's Name, Home Address, State, Zip, Phone Number: Brian Kozak - 10320 75th St Suite A
Kenosha WI 53142 53142

Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: Brian Kozak - same as above

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

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

(SECTION 6) GENERAL INFORMATION

Have you obtained from the City Clerk a current copy of S. 19.02 of the Code of General Ordinances entitled "Secondhand Article and Jewelry Dealers"? Yes No

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

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

(SECTION 7) LICENSE REVOCATION

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

[Signature]
Individual/Partner

[Signature]
Partner/Corporate Officer

[Signature]
Corporate Officer/Director

[Signature]
Corporate Officer/Director

Subscribed and sworn to before me this 4th day of December, 2012.

[Signature]
Notary Public

My commission expires 7-6-14



Office Use Only

Date Filed/Received: 12-4-12 Initials: JAD

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

1/23 Scanned PD

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

License Fee: \$30.00 License Type: 165
License Period: January 1st through December 31st
Check One: Original Application Renewal Application

How would you like to receive your license? pick up mail

The Named (check one):

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

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant _____
 Last First M.
 Residence Address _____
 Street City State Zip
 Date of Birth and Place _____
 DOB City State
 Phone Number _____ Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

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

(SECTION 3) CORPORATE INFORMATION

Corporation Name Westtown of Kenosha Inc. State of Incorporation WI

List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Officers and Directors:
 (Attach additional sheets if necessary) Sameer Ali (President, Treasury) 4718 Wood Rd Racine, WI 53403, (262) 497-0238, Kuwait 2/13/1969
Hani Ali (Vice Secretary) 6450 San Martin Dr. Racine, WI 53406 (262) 974-3565, Kuwait 7/28/1976

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: Westtown foods & liquor 3203 60th St. Kenosha, WI 53144

Building Owner's Name, Home Address, State, Zip, Phone Number: Westtown LLC, 4718 Wood Rd. Racine, WI 53403 (262) 497-0238

Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: Sameer Ali 4718 Wood Rd. Racine, WI 53403 (262) 497-0238

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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

(SECTION 7) LICENSE REVOCATION

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

Individual/Partner

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 26th day of November

Nada Bicanin
Notary Public



My commission expires 8/11/13

Office Use Only

Date Filed/Received: 11/27/12 Initials: [Signature]

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

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

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

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

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant Roland Christopher Prowant
Residence Address 3720 Roosevelt Road Kenosha WI 53142
Date of Birth and Place 05-07-1970 San Antonio TX 53142
Phone Number (262) 818-2507 Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

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

(SECTION 3) CORPORATE INFORMATION

Corporation Name _____ State of Incorporation _____

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

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: Roosevelt Road Antiques + Consignment S
3720 Roosevelt Road WI 53142 (262) 764-2800

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

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

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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

(SECTION 7) LICENSE REVOCATION

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

Individual/Partner

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires _____

Office Use Only

Date Filed/Received: 11-29-12

Initials: JAD

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

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

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

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

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant Ruland Christopher Prowant
Residence Address 3720-Roosevelt Rd ^{Last} Kenosha ^{First} WI ^{M.} 53142
Date of Birth and Place 05-07-1970 ^{Street} San Antonio ^{City} Texas ^{State} 76102 ^{Zip}
Phone Number (262) 818-2507 ^{DOB} Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

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

(SECTION 3) CORPORATE INFORMATION

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

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: Roosevelt Road Antiques + Consignments
3720 Roosevelt Road Kenosha WI 53142 (262) 764-2800
Building Owner's Name, Home Address, State, Zip, Phone Number: Christopher Ruland
3720 Roosevelt Road WI 53142 (262) 818-2507
Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: Christopher Ruland
3720 Roosevelt Road WI 53142 (262) 818-2507

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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

(SECTION 7) LICENSE REVOCATION

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

Individual/Partner

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public

My commission expires _____

Office Use Only

Date Filed/Received: 11-29-12

Initials: JAD

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

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

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

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

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant ISHAM CHRISTINE A
Residence Address Last 8743 Street Sheridan Rd First M # 487
City Kenosha State WI Zip 53143
Date of Birth and Place 1-4-1947
Phone Number 262-945-8169 Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

Partnership Name NONE

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

(SECTION 3) CORPORATE INFORMATION

Corporation Name NONE State of Incorporation _____

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

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: MONICA'S THAIFT SHOP 1916-52ST Kenosha WI 53143

Building Owner's Name, Home Address, State, Zip, Phone Number: Pelle Cristiano 2407-63ST Kenosha, WI 53143

Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: _____

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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

(SECTION 7) LICENSE REVOCATION

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

Christine Isham

Individual/Partner

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 20 day of Nov, 2012.

[Signature]
Notary Public

My commission expires 3-15-15

Office Use Only

Date Filed/Received: 11/20/12

Initials: BN

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

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

License Fee: \$30.00 License Type: 165

License Period: January 1st through December 31st

Check One: Original Application Renewal Application

How would you like to receive your license? pick up mail

The Named (check one):

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

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant Isham Christine A
Residence Address 8743 Sheridan Rd #87 Kenosha WI 53143
Date of Birth and Place 1-4-47 Milwaukee WI
Phone Number 262-945-8169 Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

Partnership Name NONE
List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Partners: (Attach Additional Sheets if necessary)

(SECTION 3) CORPORATE INFORMATION

Corporation Name NONE State of Incorporation _____
List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Officers and Directors: (Attach additional sheets if necessary)

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: MONICAS THRIFT SHOP 1916-52ST Kenosha WI 53140
Building Owner's Name, Home Address, State, Zip, Phone Number: Nello Cristiano 2407-63ST Kenosha, WI 53140
Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: Christine Isham 8743 Sheridan Rd #87 Kenosha, WI 53143

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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

(SECTION 7) LICENSE REVOCATION

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Christine Islam

Individual/Partner

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 20 day of Nov, 2012

[Signature]
Notary Public

My commission expires 3-15-15

Office Use Only

Date Filed/Received: 11/20/12

Initials: [Signature]

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

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

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

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

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant _____
Last First M.
Residence Address _____
Street City State Zip
Date of Birth and Place _____
DOB City State
Phone Number _____ Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

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

(SECTION 3) CORPORATE INFORMATION

Corporation Name Goldtronics LLC State of Incorporation WI

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

Amad Otallah 8245 S. 43rd St. Franklin, WI 53132 414-235-5510 Brazil 3-27-80
Abdelalah Mohammed 6229 80th Pl Kenosha, WI 53142 262-620-9258
Palestine 9-12-79

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: 6212 72nd Ave
Kenosha, WI 53143

Building Owner's Name, Home Address, State, Zip, Phone Number: Abdelalah Mohammed
6229 80th Pl Kenosha, WI 53142 262-620-9258

Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: Amad Otallah
8245 S. 43rd St. Franklin, WI 53132 414-406-1199

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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

(SECTION 7) LICENSE REVOCATION

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Individual/Partner

Amal Stalls
Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 29th day of November, 2012

Paul J. Folsom
Notary Public

My commission expires 3/5/15

Office Use Only

Date Filed/Received: 11/29/12 Initials: *DFW*

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due 148.15 as of 11/12

6

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

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

The Named (check one):
 INDIVIDUAL (Complete Sections 1, 4, 5, 6 and 7)
 PARTNERSHIP (Complete Sections 2, 4, 5, 6 and 7)
 CORPORATION/LIMITED LIABILITY COMPANY (Complete Sections 3, 4, 5, 6 and 7)

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant _____
Last First M.
Residence Address _____
Street City State Zip
Date of Birth and Place _____
DOB City State
Phone Number _____ Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

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

(SECTION 3) CORPORATE INFORMATION

Corporation Name GoldTronics LLC State of Incorporation WI

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

Amad Otallah 8245 S. 43rd St. Franklin, WI 53132, 414-235-5510, Basil 3-27-80
Abdelelah Mohammad 6229 80th Pl. Kenosha, WI 53142, 262-620-9258,
Palestine 9-12-79

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: 6212 22nd Ave
Kenosha, WI 53143

Building Owner's Name, Home Address, State, Zip, Phone Number: Abdelelah Mohammad
6229 80th Pl Kenosha, WI 53142 262 620-9258

Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: Amad Otallah
8245 S. 43rd St. Franklin WI 53132 414-406-1122

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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

(SECTION 7) LICENSE REVOCATION

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Individual/Partner

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 29th day of November, 2012

Kaw J. Fosberg
Notary Public

My commission expires 3/15/15

Office Use Only

Date Filed/Received: 11/29/12 ; Initials: [Signature]

Granted: _____

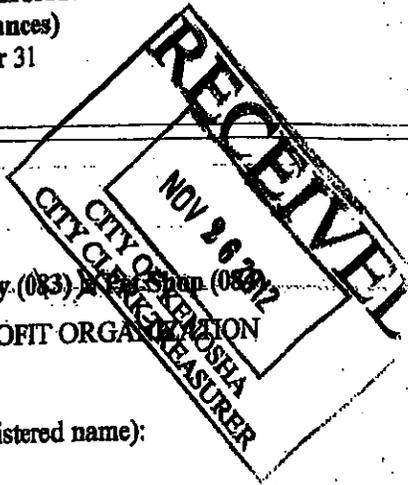
Personal Property Taxes Paid: Yes No Amount Due 148.15

CITY OF KENOSHA
KENNEL AND PET SHOP LICENSE APPLICATION
(\$14.015 of the Code of General Ordinances)
License Period - January 1 to December 31

License Fee: \$200/year

New Application Renewal Application Amendment (no charge)

Date: 11-23-12



1. Check activity to be licensed:

Non-Commercial Kennel (081) Commercial Kennel (082) Humane Society (083) Other (084)

2. The named INDIVIDUAL PARTNERSHIP CORPORATION/NON-PROFIT ORGANIZATION

hereby makes application for the license checked above.

3. Name (Individual/partners give last name, first, middle; corporations give registered name):

Jos Exotic Birds, LTD

4. Business Name Jos Exotic Birds Phone# 262-654-1609

5. Address of Premises 7534 Sheridan Rd.

6. Number of dogs and cats sought to be kept on licensed premises: Dogs 0 Cats 0

7. Name, Address and Phone Number of Person to Contact Relative to this Application:

Jo or Richard Cole 9936 29th Ave Pleasant Prairie 262 697 1804

8. If an individual or partnership, identify each person:

Name _____

Address/City/Zip _____

Phone Number _____

Name _____

Address/City/Zip _____

Phone Number _____

9. If a corporation, check one: FOR PROFIT CORPORATION NOT FOR PROFIT CORPORATION (attach a copy of tax-exempt certificate)

10. If a corporation, identify each corporate officer:

President Jo Cole

Address/City/Zip 9936 29th Ave Pleasant Prairie 53158

Phone Number 262-697-1804

Vice President _____

Address/City/Zip _____

Phone Number _____

Secretary Richard Cole

Address/City/Zip 9936 29th Ave Pleasant Prairie 53158

Phone Number 262-697-1804

Treasurer _____

Address/City/Zip _____

Phone Number _____

The undersigned declare under penalty of law that this application is true, correct and complete in all material respects.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

Jo A. Cole
(President of Corporation/Partner/Individual)

23rd DAY OF Nov 2012

Thom Beaulieu
(CLERK/NOTARY PUBLIC)

Richard M. Cole
(Secretary of Corporation/Partner)

MY COMMISSION EXPIRES 07/31/16
07/31/2016

(Additional Partner(s) if any)

FOR DEPARTMENT USE ONLY

FIRE: Application Approved _____ Application Not Approved _____
Holds _____

DEPT. OF NEIGHBORHOOD SERVICES & INSPECTIONS: Zoning District Approval _____
Occupancy Permit _____
Any other zoning permits required (such as variances or conditional use permits)

Application Approved _____ Application Not Approved _____
Holds _____

HEALTH: Number of Dogs Approved _____ Number of Cats Approved _____
Application Approved _____ Application Not Approved _____
Holds _____

FOR OFFICE USE ONLY

Date Filed/Received _____ Date Approved by Council _____
Dog Tag Numbers Issued _____ Cat Tag Numbers Issued _____

The undersigned declare under penalty of law that this application is true, correct and complete in all material respects.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

26th DAY OF November, 2012

Jane F. Lurie
(President of Corporation/Partner/Individual)

Haley J. Wickeen
(CLERK/NOTARY PUBLIC)

Stacy L. Kreuschen
(Secretary of Corporation/Partner)

MY COMMISSION EXPIRES 12-3-12

Kenosha, WI
STACY L. KREUSCHEN
Notary Public
State of Wisconsin

RECEIVED
NOV 30 2012
CITY OF KENOSHA
CLERK-TREASURER

FOR DEPARTMENT USE ONLY

FIRE: Application Approved _____ Application Not Approved _____

Holds _____

DEPT. OF NEIGHBORHOOD SERVICES & INSPECTIONS: Zoning District Approval _____

Occupancy Permit _____

Any other zoning permits required (such as variances or conditional use permits) _____

Application Approved _____ Application Not Approved _____

Holds _____

HEALTH: Number of Dogs Approved _____ Number of Cats Approved _____

Application Approved _____ Application Not Approved _____

Holds _____

FOR OFFICE USE ONLY

Date Filed/Received 11-30-12 SP/SC Date Approved by Council _____

Dog Tag Numbers Issued _____ Cat Tag Numbers Issued _____

CITY OF KENOSHA
KENNEL AND PET SHOP LICENSE APPLICATION

(§14.015 of the Code of General Ordinances)

License Period - January 1 to December 31

License Fee: \$200/year

New Application Renewal Application Amendment (no charge)

Date: 11/26/2012

1. Check activity to be licensed:

Non-Commercial Kennel (081) Commercial Kennel (082) Humane Society (083) Pet Shop (084)

2. The named INDIVIDUAL PARTNERSHIP CORPORATION/NON-PROFIT ORGANIZATION

hereby makes application for the license checked above.

3. Name (individual/partners give last name, first, middle; corporations give registered name):

PETCO Animal Supplies Stores, Inc.

4. Business Name PETCO #618 Phone# 262-697-8480

5. Address of Premises 6910 Green Bay Road Kenosha, WI 53142

6. Number of dogs and cats sought to be kept on licensed premises: Dogs 0 Cats 0

7. Name, Address and Phone Number of Person to Contact Relative to this Application:

Randy Castaneda - Compliance Specialist 858-453-7845 9125 Rehco Road San Diego, Ca 92121 randy.castaneda@petco.com

8. If an individual or partnership, identify each person:

Name _____

Address/City/Zip _____

Phone Number _____

Name _____

Address/City/Zip _____

Phone Number _____

9. If a corporation, check one: FOR PROFIT CORPORATION NOT FOR PROFIT CORPORATION (attach a copy of tax-exempt certificate)

10. If a corporation, identify each corporate officer:

President Michael E. Foss

Address/City/Zip 9125 Rehco Road San Diego, California 92121

Phone Number 858-453-7845

Vice President Fred Major

Address/City/Zip 9125 Rehco Road San Diego, California 92121

Phone Number 858-453-7845

Secretary Darragh J. Davis

Address/City/Zip 9125 Rehco Road San Diego, California 92121

Phone Number 858-453-7845

Treasurer Patty Ward

Address/City/Zip 9125 Rehco Road San Diego, California 92121

Phone Number 858-453-7845

The undersigned declare under penalty of law that this application is true, correct and complete in all material respects.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

[Signature]
(President of Corporation/Partner/Individual)

28 DAY OF November 2012

[Signature]
(CLERK (NOTARY PUBLIC))

(Secretary of Corporation/Partner)

MY COMMISSION EXPIRES September, 17, 2015

(Additional Partner(s) if any)

FOR DEPARTMENT USE ONLY

FIRE: Application Approved _____ Application Not Approved _____

Holds _____

DEPT. OF NEIGHBORHOOD SERVICES & INSPECTIONS: Zoning District Approval _____

Occupancy Permit _____

Any other zoning permits required (such as variances or conditional use permits) _____

Application Approved _____ Application Not Approved _____

Holds _____

HEALTH: Number of Dogs Approved _____ Number of Cats Approved _____

Application Approved _____ Application Not Approved _____

Holds _____

FOR OFFICE USE ONLY

Date Filed/Received 11-30-12 PP/SC Date Approved by Council _____

Dog Tag Numbers Issued _____ Cat Tag Numbers Issued _____

CITY OF KENOSHA
KENNEL AND PET SHOP LICENSE APPLICATION
(\$14.015 of the Code of General Ordinances)
License Period - January 1 to December 31

License Fee: \$200/year

New Application Renewal Application Amendment (no charge)

Date: 11-26-12

1. Check activity to be licensed:

Non-Commercial Kennel (081) Commercial Kennel (082) Humane Society (083) Pet Shop (084)

2. The named INDIVIDUAL PARTNERSHIP CORPORATION/NON-PROFIT ORGANIZATION

hereby makes application for the license checked above.

3. Name (individual/partners give last name, first, middle; corporations give registered name):

Puppy Tub & Motel Inc.

4. Business Name Puppy Tub & Motel Phone# (262) 654-4808

5. Address of Premises 2419 52nd St. Kenosha WI 53140

6. Number of dogs and cats sought to be kept on licensed premises: Dogs 44 Cats 6

7. Name, Address and Phone Number of Person to Contact Relative to this Application:

Javier Saramillo. 6111 24th. Av. Kenosha WI 53143 (262) 484 1306.

8. If an individual or partnership, identify each person:

Name _____

Address/City/Zip _____

Phone Number _____

Name _____

Address/City/Zip _____

Phone Number _____

9. If a corporation, check one: FOR PROFIT CORPORATION NOT FOR PROFIT CORPORATION (attach a copy of tax-exempt certificate)

10. If a corporation, identify each corporate officer:

President Javier Saramillo

Address/City/Zip 6111 24th. Av. Kenosha WI 53143

Phone Number 262 4841306

Vice President María del Pilar Saramillo.

Address/City/Zip 6111 24th. Av. Kenosha. WI 53143.

Phone Number 262 705-7343.

Secretary _____

Address/City/Zip _____

Phone Number _____

Treasurer _____

Address/City/Zip _____

Phone Number _____

The undersigned declare under penalty of law that this application is true, correct and complete in all material respects.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

Javier Taramillo
(President of Corporation/Partner/Individual)

26th DAY OF November 2012

Karl J. Jobling
(CLERK/NOTARY PUBLIC)

Maria P Taramillo
(Secretary of Corporation/Partner)

MY COMMISSION EXPIRES 3/15/15

(Additional Partner(s) if any)

FOR DEPARTMENT USE ONLY

FIRE: Application Approved _____ Application Not Approved _____

Holds _____

DEPT. OF NEIGHBORHOOD SERVICES & INSPECTIONS: Zoning District Approval _____

Occupancy Permit _____

Any other zoning permits required (such as variances or conditional use permits)

Application Approved _____ Application Not Approved _____

Holds _____

HEALTH: Number of Dogs Approved _____ Number of Cats Approved _____

Application Approved _____ Application Not Approved _____

Holds _____

FOR OFFICE USE ONLY

Date Filed/Received 11/26/12 PP/S Date Approved by Council _____

Dog Tag Numbers Issued _____ Cat Tag Numbers Issued _____

CITY OF KENOSHA
KENNEL AND PET SHOP LICENSE APPLICATION
(§14.015 of the Code of General Ordinances)
License Period - January 1 to December 31

License Fee: \$200/year

New Application Renewal Application Amendment (no charge)

Date: 11/18/2012

1. Check activity to be licensed:

Non-Commercial Kennel (081) Commercial Kennel (082) Humane Society (083) Pet Shop (084)

2. The named INDIVIDUAL PARTNERSHIP CORPORATION NON-PROFIT ORGANIZATION

hereby makes application for the license checked above.

3. Name (individual/partners give last name, first, middle; corporations give registered name):

Happy Tails Doggy Day Care LLC DBA Central Bark Doggy Day Care

4. Business Name Central Bark Doggy Day Care Phone# 262-694-8647

5. Address of Premises 7600 75th ST., Suite # 202, Kenosha, WI 53142

6. Number of dogs and cats sought to be kept on licensed premises: Dogs 66 Cats

7. Name, Address and Phone Number of Person to Contact Relative to this Application:

Laura Krivosicy 7600 75th ST. 262-694-3647

8. If an individual or partnership, identify each person:

Name Laura Krivosicy

Address/City/Zip 9010 18th ST., Kenosha, WI 53144

Phone Number 262-859-2737

Name _____

Address/City/Zip _____

Phone Number _____

9. If a corporation, check one: FOR PROFIT CORPORATION NOT FOR PROFIT CORPORATION (attach a copy of tax-exempt certificate)

10. If a corporation, identify each corporate officer:

President Laura Krivosicy

Address/City/Zip 9010 18th ST. Kenosha, WI 53144

Phone Number 262-859-2737

Vice President _____

Address/City/Zip _____

Phone Number _____

Secretary _____

Address/City/Zip _____

Phone Number _____

Treasurer _____

Address/City/Zip _____

Phone Number _____

The undersigned declare under penalty of law that this application is true, correct and complete in all material respects.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

Laura Murphy
(President of Corporation/Partner/Individual)

20th DAY OF November, 2012

Lindsey Dienberg
(CLERK/NOTARY PUBLIC)
7500 Green Bay Rd. Kenosha, WI 53142

LINDSEY DIENBERG
(Secretary of Corporation/Partner)
NOTARY PUBLIC

MY COMMISSION EXPIRES 8/14/2016

STATE OF WISCONSIN
(Additional Partner(s) if any)

FOR DEPARTMENT USE ONLY

FIRE: Application Approved _____ Application Not Approved _____

Holds _____

DEPT. OF NEIGHBORHOOD SERVICES & INSPECTIONS: Zoning District Approval _____

Occupancy Permit _____

Any other zoning permits required (such as variances or conditional use permits) _____

Application Approved _____ Application Not Approved _____

Holds _____

HEALTH: Number of Dogs Approved _____ Number of Cats Approved _____

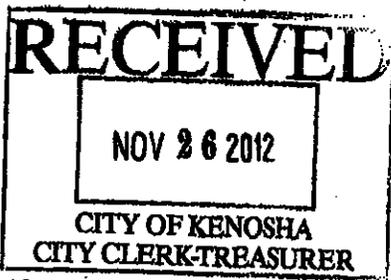
Application Approved _____ Application Not Approved _____

Holds _____

FOR OFFICE USE ONLY

Date Filed/Received _____ Date Approved by Council _____

Dog Tag Numbers Issued _____ Cat Tag Numbers Issued _____



CITY OF KENOSHA
KENNEL AND PET SHOP LICENSE APPLICATION
(§14.015 of the Code of General Ordinances)
License Period - January 1 to December 31

License Fee: \$200/year

New Application Renewal Application Amendment (no charge)

Date: 11-17-2012

1. Check activity to be licensed:

Non-Commercial Kennel (081) Commercial Kennel (082) Humane Society (083) Pet Shop (084)

2. The named INDIVIDUAL PARTNERSHIP CORPORATION/NON-PROFIT ORGANIZATION hereby makes application for the license checked above.

3. Name (Individual/partners give last name, first, middle; corporations give registered name):

Frost Gregory L PUPAROTZI PALACE LLC

4. Business Name PUPAROTZI PALACE Phone# 262-620-1223

5. Address of Premises 7609 SHERIDAN Rd Kenosha, WI 53143

6. Number of dogs and cats sought to be kept on licensed premises: Dogs 6 Cats 2

7. Name, Address and Phone Number of Person to Contact Relative to this Application: 262-620-1223

Gregory Frost 11933 Old Greenbay Rd Pleasant Prairie, WI

8. If an individual or partnership, identify each person:

Name _____
Address/City/Zip _____
Phone Number _____
Name _____
Address/City/Zip _____
Phone Number _____

9. If a corporation, check one: FOR PROFIT CORPORATION NOT FOR PROFIT CORPORATION (attach a copy of tax-exempt certificate)

10. If a corporation, identify each corporate officer:

President Gregory Frost
Address/City/Zip 11933 Old Greenbay Rd Pleasant Prairie, WI 53158
Phone Number 262-620-1223

Vice President _____
Address/City/Zip _____
Phone Number _____

Secretary _____
Address/City/Zip _____
Phone Number _____

Treasurer _____
Address/City/Zip _____
Phone Number _____

The undersigned declare under penalty of law that this application is true, correct and complete in all material respects.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

Gregory Frost
(President of Corporation/Partner/Individual)

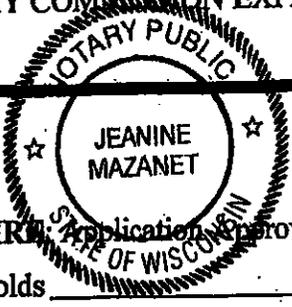
19th DAY OF November, 2012

Jeanine Mazanet
(CLERK/NOTARY PUBLIC)

(Secretary of Corporation/Partner)

MY COMMISSION EXPIRES 1-19-2014

(Additional Partner(s) if any)



FOR DEPARTMENT USE ONLY

FIRE: Application Approved _____ Application Not Approved _____
Holds _____

DEPT. OF NEIGHBORHOOD SERVICES & INSPECTIONS: Zoning District Approval _____

Occupancy Permit _____

Any other zoning permits required (such as variances or conditional use permits) _____

Application Approved _____ Application Not Approved _____
Holds _____

HEALTH: Number of Dogs Approved _____ Number of Cats Approved _____

Application Approved _____ Application Not Approved _____

Holds _____

FOR OFFICE USE ONLY

Date Filed/Received _____ Date Approved by Council _____

Dog Tag Numbers Issued _____ Cat Tag Numbers Issued _____

CITY OF KENOSHA
KENNEL AND PET SHOP LICENSE APPLICATION
(\$14.015 of the Code of General Ordinances)
License Period - January 1 to December 31

License Fee: \$200/year

New Application Renewal Application Amendment (no charge)

Date: 11-26-12

1. Check activity to be licensed:

Non-Commercial Kennel (081) Commercial Kennel (082) Humane Society (083) Pet Shop (084)

2. The named INDIVIDUAL PARTNERSHIP CORPORATION/NON-PROFIT ORGANIZATION

hereby makes application for the license checked above.

3. Name (individual/partners give last name, first, middle; corporations give registered name):

KINDRED KITTIES LTD.

4. Business Name KINDRED KITTIES LTD. Phone# 262-605-0533

5. Address of Premises 614 59TH STREET, KENOSHA WI 53140

6. Number of dogs and cats sought to be kept on licensed premises: Dogs _____ Cats x 40-60

7. Name, Address and Phone Number of Person to Contact Relative to this Application:

KAREN SEIBERT, 4721 5TH AVENUE, KENOSHA WI 53140 262-652-4049

8. If an individual or partnership, identify each person:

Name _____

Address/City/Zip _____

Phone Number _____

Name _____

Address/City/Zip _____

Phone Number _____

9. If a corporation, check one: FOR PROFIT CORPORATION NOT FOR PROFIT CORPORATION (attach a copy of tax-exempt certificate)

10. If a corporation, identify each corporate officer:

President DONNA KELLY

Address/City/Zip 6409 59TH AV, KENOSHA 53142

Phone Number 262-654-9174

Vice President TBD

Address/City/Zip _____

Phone Number _____

Secretary CATHRYN McDOWELL

Address/City/Zip 6925 SHAGBARK LANE, BURLINGTON 53105

Phone Number 262-539-3553

Treasurer KAREN SEIBERT

Address/City/Zip 4721 5TH AVENUE, KENOSHA 53140

Phone Number 262-652-4049

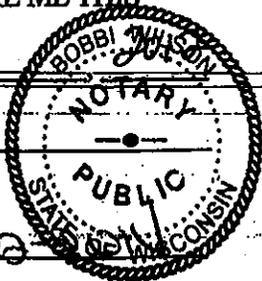
The undersigned declare under penalty of law that this application is true, correct and complete in all material respects.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

27th DAY OF November

Donna Kelly
(President of Corporation/Partner/Individual)

Robbi Wilson
(CLERK/NOTARY PUBLIC)



cmcdowell
(Secretary of Corporation/Partner)

MY COMMISSION EXPIRES 06-23

(Additional Partner(s) if any)

FOR DEPARTMENT USE ONLY

FIRE: Application Approved _____ Application Not Approved _____

Holds _____

DEPT. OF NEIGHBORHOOD SERVICES & INSPECTIONS: Zoning District Approval _____

Occupancy Permit _____

Any other zoning permits required (such as variances or conditional use permits)

Application Approved _____ Application Not Approved _____

Holds _____

HEALTH: Number of Dogs Approved _____ Number of Cats Approved _____

Application Approved _____ Application Not Approved _____

Holds _____

FOR OFFICE USE ONLY

Date Filed/Received _____ Date Approved by Council _____

Dog Tag Numbers Issued _____ Cat Tag Numbers Issued _____

CITY OF KENOSHA
KENNEL AND PET SHOP LICENSE APPLICATION
(\$14.015 of the Code of General Ordinances)
License Period - January 1 to December 31

License Fee: \$200/year

New Application Renewal Application Amendment (no charge)

Date: 11-23-12

1. Check activity to be licensed:

Non-Commercial Kennel (081) Commercial Kennel (082) Humane Society (083) Pet Shop (084)

2. The named INDIVIDUAL PARTNERSHIP CORPORATION/NON-PROFIT ORGANIZATION

hereby makes application for the license checked above.

3. Name (individual/partners give last name, first, middle; corporations give registered name):

Kenosha County Humane Society

4. Business Name Kenosha County Humane Society Phone# 262-694-4047

5. Address of Premises 7811-60th Ave

6. Number of dogs and cats sought to be kept on licensed premises: Dogs 105 Cats 60

7. Name, Address and Phone Number of Person to Contact Relative to this Application:

Amanda Angove, Executive Director, 7811-60th Ave, Kenosha (262)694-4047

8. If an individual or partnership, identify each person:

Name _____

Address/City/Zip _____

Phone Number _____

Name _____

Address/City/Zip _____

Phone Number _____

9. If a corporation, check one: FOR PROFIT CORPORATION NOT FOR PROFIT CORPORATION (attach a copy of tax-exempt certificate)

10. If a corporation, identify each corporate officer:

President Frank Carmichael

Address/City/Zip 8310-43rd Ave Kenosha WI 53142

Phone Number 262-697-2389

Vice President William Bohlman

Address/City/Zip 437-44th St #3 Kenosha WI 53140

Phone Number 262-605-9968

Secretary Jennifer Somerlott

Address/City/Zip 7111-32nd St Kenosha WI 53142

Phone Number 262-652-5895

Treasurer William Bohlman

Address/City/Zip _____

Phone Number _____

KENOSHA FIRE PREVENTION BUREAU

ACCEPTABLE

HOLD

DATE INSP. 11-23-12

The undersigned declare under penalty of law that this application is true, correct and complete in all material respects.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

(President of Corporation/Partner/Individual)

3 DAY OF Dec. 2012

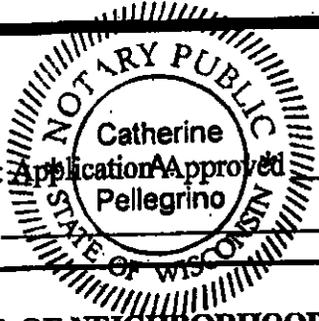
Catherine Pellegrino
(CLERK/NOTARY PUBLIC)

Jennifer Someloth
(Secretary of Corporation/Partner)

MY COMMISSION EXPIRES 11/20/2016

(Additional Partner(s) if any)

None



FOR DEPARTMENT USE ONLY

FIRE: Application Approved _____ Application Not Approved _____

Holds _____

DEPT. OF NEIGHBORHOOD SERVICES & INSPECTIONS: Zoning District Approval _____

Occupancy Permit _____

Any other zoning permits required (such as variances or conditional use permits)

Application Approved _____ Application Not Approved _____

Holds _____

HEALTH: Number of Dogs Approved _____ Number of Cats Approved _____

Application Approved _____ Application Not Approved _____

Holds _____

FOR OFFICE USE ONLY

Date Filed/Received _____ Date Approved by Council _____

Dog Tag Numbers Issued _____ Cat Tag Numbers Issued _____

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

In The Matter Of:

**The Class "A" Beer License of RS ENTERPRISES OF ILLINOIS, INC. d/b/a SHELL FOOD
PLAZA, Yolo Yolov, Agent**

Findings of Fact, Conclusions of Law and Recommendation

The Amended Complaint of the City Clerk/Treasurer for the City of Kenosha seeking the revocation of the above captioned license came to the Committee for a hearing on Monday November 26, 2012.

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

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

The Licensee, by its agent Yolo Yolov, appeared in person and with Raymond Misner of Licensing and Community Standards Consultants of Wisconsin, LLC.

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

by the members of the Licensing/Permit Committee, the Licensing/Permit Committee of the Common Council of the City of Kenosha makes the following Findings of Fact, Conclusions of Law and Recommendation:

FINDINGS OF FACT

1. Debra L. Salas is an adult resident of the State of Wisconsin, and is the City Clerk/Treasurer for the City of Kenosha, Wisconsin and the complainant in this matter;

2. Yolo YOLOV, agent of RS Enterprises of Illinois, Inc., d/b/a Shell Food Plaza, hereinafter "Licensee", at all times mentioned herein, was and is an adult resident of Wisconsin, and as of April 6, 2012, resided at 8440 - 82nd Street, Apt. 111, Pleasant Prairie, Wisconsin, 53158;

3. Licensee was initially granted a Class "A" Beer License, hereinafter "License", by the Common Council for the City of Kenosha, Wisconsin, hereinafter referred to as "Council", on June 16, 1998, pursuant to Chapter 10 of the Code of General Ordinances of the City of Kenosha, Wisconsin;

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

5. Licensee previously had its License suspended due to excessive demerit points by the Common Council, pursuant to Orders of Suspension issued April 5, 2006, for a period of thirty (30) days, and October 22, 2009 for a period of thirty (30) days.

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

7. That Licensee was assessed twenty (20) demerit points based upon a conviction of Sale of Alcohol to an Underage Person, contrary to Wisconsin Statute §125.07(1)(a), pursuant to Section 10.063

D.6.a.1., of the Code of General Ordinances, said violation having occurred on December 22, 2010, and resulting in a conviction in the Municipal Court for the City of Kenosha on January 12, 2011;

8. That Licensee was assessed twenty (20) demerit points based upon a conviction of Licensee's employee and Licensee's companion citation for Sale of Alcohol to an Underage Person, contrary to Wisconsin Statute §125.07(1)(a), pursuant to Sections 10.063 D.1. and 10.063 D.6.a.1. of the Code of General Ordinances, said violation having occurred on November 20, 2011, and resulting in a conviction in the Municipal Court for the City of Kenosha on December 12, 2011;

9. That Licensee was assessed forty (40) demerit points based upon a conviction of Licensee's employee and Licensee's companion citation for Sale of Alcohol to an Underage Person, contrary to Wisconsin Statute §125.07(1)(a), pursuant to Sections 10.063 D.1., 10.063 D.6.a.1., and 10.063 D.6.d., of the Code of General Ordinances, said violation having occurred on January 25, 2012, and resulting in a conviction in the Municipal Court for the City of Kenosha on February 15, 2012;

10. That Licensee was assessed forty (40) demerit points based upon a conviction of Sale of Alcohol to an Underage Person, contrary to Wisconsin Statute §125.07(1)(a), pursuant to Sections 10.063 D.6.a.1., and 10.063 D.6.d., of the Code of General Ordinances, said violation having occurred on August 7, 2012, and resulting in a conviction in the Municipal Court for the City of Kenosha on August 29, 2012;

11. That Licensee was assessed forty (40) demerit points based upon a citation for Sale of Alcohol to an Underage Person, contrary to Wisconsin Statute §125.07(1)(a), pursuant to Sections 10.063 D.1., 10.063 D.6.a.1 and 10.063 D.6.d of the Code of General Ordinances, said violation having occurred on October 25, 2012 and pending in the Kenosha Municipal Court as of this date.

12. That Licensee was assessed forty (40) demerit points based upon a citation for Operating Without an Operators License, contrary to Wisconsin Statute §125.32(2), pursuant to Sections 10.063 D.1, 10.063 D.6.a.1 and 10.063 D.6.d of the Code of General Ordinances, said violation having occurred on October 25, 2012 and pending in the Kenosha Municipal Court as of this date.

13. That Licensee was assessed forty (40) demerit points based upon a citation for Sale of Tobacco to an Underage Person, contrary to Section 13.09(c)(1) of the Code of General Ordinances, pursuant to Sections 10.063 D.1, 10.063 D.6.a.6 and 10.063 D.6.d of the Code of General Ordinances, said violation having occurred on October 25, 2012 and pending in the Kenosha Municipal Court as of this date.

14. That Licensee has accumulated two hundred forty (240) demerit points within seven hundred thirty (730) consecutive days pursuant to Section 10.063 of the General Code of Ordinances;

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

CONCLUSIONS OF LAW

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

The Licensee's accumulation of 240 demerit points within 730 consecutive days subjects the Licensee to having its licenses revoked, non-renewed or suspended pursuant to Section 10.063 of the Code of General Ordinances for the City of Kenosha.

Based on the Licensee's admissions concerning the violations giving rise to the assessment of demerit points and previous suspensions, the Licensing/Permit Committee concludes that a revocation of the applicant's license is the appropriate action to be taken.

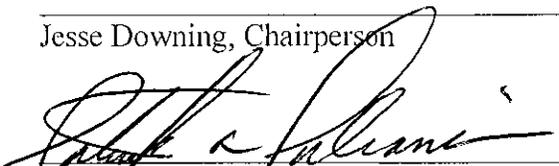
RECOMMENDATION

Based on the allegations of the Complaint, the evidence and testimony received at the hearing, the admissions of the Licensee and its agent, the arguments of Counsel for the City of Kenosha, the arguments of the Licensee, the discussions by the members of the Licensing/Permit Committee, and the Findings of Fact and Conclusions of Law set forth above, the Licensing/Permit Committee recommends to the Common Council, by a vote of 5-0, that the Class "A" Beer License of RS Enterprises of Illinois, Inc., be revoked.

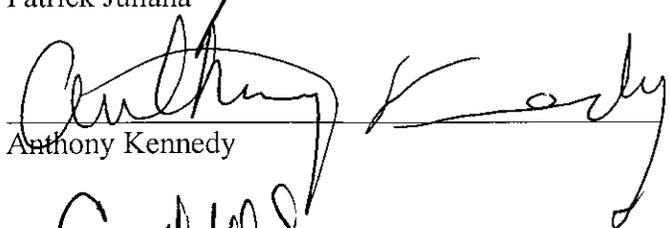
Dated at Kenosha, Wisconsin, on this 10th day of December, 2012.

LICENSING/PERMIT COMMITTEE

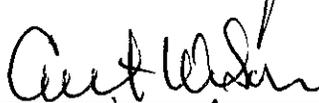
Jesse Downing, Chairperson



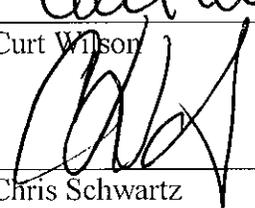
Patrick Juliana



Anthony Kennedy



Curt Wilson



Chris Schwartz

ORDINANCE NO. _____

SPONSOR: COMMITTEE ON PUBLIC SAFETY AND WELFARE

TO AMEND SECTION 7.125 OF THE CODE OF GENERAL ORDINANCES ENTITLED: "STREETS CONTROLLED BY YIELD SIGNS", TO RESCIND THE EAST/WEST YIELD SIGNS ON 69TH STREET AT ITS INTERSECTION WITH 5TH AVENUE; AND TO AMEND SECTION 7.12 C. OF THE CODE OF GENERAL ORDINANCES BY ADDING EAST/WEST STOP SIGNS ON 69TH STREET BEFORE ENTERING THE INTERSECTION WITH 5TH AVENUE [DISTRICT 3]

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

Section One: Subsection 7.125 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by deleting the following therefrom:

69th Street in Column A and 5th Avenue in Column B.

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

All vehicles traveling East/West on 69th Street shall stop before entering the intersection with 5th Avenue.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



Engineering Division
Shelly Billingsley, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

Date: November 21, 2012

To: Rocco J. LaMacchia, Sr, Chairman
Public Safety and Welfare

CC: Jan Michalski
District 3

From: Shelly Billingsley, P.E.
Director of Engineering

Subject: *Previous Trial to replace westbound and eastbound Yield signs with Stop Signs on 69th Street at 5th Avenue Intersection (District 3)*

Background Information

This request has been on trial as indicated with no complaints or problems reported.

Recommendation

Staff recommends approval for the replacement of the Yield signs on 69th Street at 5th Avenue with Stop signs.

The following ordinance changes are suggested:

1. Amend Section 7.125 "Street Controlled by Yield Signs" by removing 69th Street from Column "A" and 5th Avenue from Column "B"
2. Amend Section 7.12C by adding:
All vehicles travelling on 69th Street shall stop before entering the intersection of 5th Avenue.

cc: Police Chief Morrissey – w/a
Michael Lemens, Director of Public Works – w/a
Shelly Billingsley, Director of Engineering – w/a
Clement Abongwa – w/a
File – w/a

5th Avenue and 69th Street Stop Signs



Figure 1 Eastbound STOP Sign



Figure 2 Westbound STOP Sign



Engineering Division
Shelly Billingsley, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS
Michael M. Lemens, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

July 27, 2012

To: Rocco J. LaMacchia, Sr, Chairman
Public Safety and Welfare

CC: Jan Michalski
District 3

From: Shelly Bilingsley, P.E.
Director of Engineering

Subject: ***Aldermanic Request to replace westbound and eastbound Yield signs with Stop Sign at 5th Avenue and 69th Street Intersection***

BACKGROUND INFORMATION

Alderman Michalski has been receiving numerous calls from his constituents expressing safety concerns about 5th Avenue and 69th Street intersection because some westbound and eastbound motorists on 69th Street do not yield to oncoming traffic on 5th Avenue. On behalf of his constituents, Alderman Michalski is requesting for the replacement of the yield signs on 69th Street with stop signs.

5th Avenue and 69th Street intersection is a 4-leg intersection with yield controls on 69th Street (westbound and eastbound directions). Staff investigated the said intersection for stop sign warrants and observed that the southwest corner of the intersection warrants a stop sign because of limited sight distance. There is a tree on the southwest corner that is in the line of sight of the eastbound traffic (sketch). Motorists will need to drive closer to the intersection in order to have adequate sight distance to determine whether to stop or to drive through the intersection. Replacing the yield signs with stop signs would improve the sight distance because eastbound traffic would have to drive close to the intersection and stop before entering the intersection.

RECOMMENDATION

Staff recommends a 90-day trial for the replacement of the yield signs on 69th Street at 5th Avenue with stop signs.

5th Avenue & 69th Street Sight Distance Layout (Southwest Corner)



Kenosha County Interactive Mapping Site



Source: Kenosha County Department of Planning and Development

L/P Mtg. 12/10/12

SPONSOR: LICENSING & PERMIT COMMITTEE

**TO REPEAL AND RECREATE SUBSECTION 10.063 I.
OF THE CODE OF GENERAL ORDINANCES FOR THE
CITY OF KENOSHA REGARDING DISCIPLINARY HEARINGS**

Section One: Subsection 10.063 I. of the Code of General Ordinances for the City

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

I. Disciplinary Hearings. Disciplinary hearings, including nonrenewal, suspension and revocation hearings, shall be held before the Committee, which shall submit a report to the Common Council, including Findings of Fact, Conclusions of Law and a recommendation as to what action, if any, the Common Council should take with respect to the License. The Committee shall provide the Complainant and the Licensee with a copy of the report. Either the Complainant or Licensee may make an objection, orally or in writing, to the report and shall have the opportunity to present arguments supporting the objection to the Common Council. At all stages of the proceedings before the committee or before the Common Council, the Licensee shall be entitled to appear in person or by any of the following representatives: by its corporate officers, members, partners, the licensing agent identified in the Licensee's licensing application on file with the office of the City Clerk or by an attorney. The Common Council shall determine whether the arguments shall be presented orally or in writing, or both. If the Common Council, after considering the Committee's report and any arguments presented by the Complainant and Licensee, finds the complaint to be true, or if there is no objection to a report recommending a suspension, revocation or nonrenewal, the Licensee shall be suspended, revoked or not renewed as provided by law. If the Common Council finds the complaint untrue, the proceedings shall be dismissed without cost to the accused. The City Clerk shall give notice of each suspension, revocation or nonrenewal to the party whose License is affected.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

| | | | |
|---|--|------------------|---------------|
| Planning & Zoning Division 625 52 nd Street Kenosha, WI 53140 262.653.4030 | Kenosha City Plan Commission FACT SHEET | December 6, 2012 | Item 3 |
| Amendment to Zoning Ordinance Sponsor: Alderperson Jesse Downing; Co-Sponsors: Alderperson Patrick Juliana and Alderperson Rocco LaMacchia Sr. - To Repeal Subsection 3.12 E. regarding Class "A", "Class A" license locations of the Zoning Ordinance for the City of Kenosha. PUBLIC HEARING | | | |

LOCATION/SURROUNDINGS:

Site: Commercial zoning districts

NOTIFICATIONS/PROCEDURES:

The License & Permit Committee recommended approval of this ordinance 4-1. The Ordinance requires final action by the Common Council.

ANALYSIS:

- The City currently requires that no new Class "A" beer license be within ½ mile of another Class "A" licensed location, or that any new "Class A" liquor license be within 1 mile of an existing "Class A" location. If the spacing requirement is not met the applicant can request a special exception. The current ordinance has criteria to be considered in granting an exception.
- The special exception requires review by the Plan Commission and approved by the Common Council.
- The proposed ordinance would repeal the spacing requirements for any new "Class A" & Class "A" licenses.
- All requests for a new license would still require Common Council approval.

RECOMMENDATION:

For Commission review & recommendation.



Rich Schroeder, Deputy Director



Jeffrey B. Labahn, Director

/u2/acct/cp/claurieb/CITY PLAN COMMISSION/12-6-12/fact-zo-repeal classA112912.odt

ORDINANCE NO. _____

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

**TO REPEAL SUBSECTION 3.12 E. REGARDING
CLASS "A", "CLASS A" LICENSE LOCATIONS OF
THE ZONING ORDINANCES FOR THE CITY OF KENOSHA**

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

Section One: Subsection 3.12 E. of the Zoning Ordinance for the City
of Kenosha, Wisconsin, is hereby repealed.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

3.12 BUSINESS ZONING DISTRICTS-GENERAL REGULATIONS

In addition to the general provisions outlined in §2.0 of this Ordinance and the requirements of the respective zoning district, uses of land in the Business Zoning Districts shall meet the following general regulations.

A. Residential Uses Permitted Above

First Floor. Subject to the exception for religious residential quarters herein, in the B-1, B-2 or B-3 Business Districts, residential uses are only permitted when they are located above the first floor of the principal building, provided that the lowest finished floor of such attached residential units is constructed a minimum of nine (9') feet above the first floor elevation; provided that no portion of the first floor of any building within the Business Districts is used for residential purposes. The limitation in the previous sentence notwithstanding, residential quarters in convents, seminaries, rectories, parsonages, parish houses and other residential quarters for members of the clergy and immediate family members of the clergy living with the member of the clergy, may be located on any floor subject to other provisions of law.

B. Detached Residential Uses Not Permitted in the B-1, B-2 or B-3 Districts.

1. Restrictions. New construction of single-family, two-family and multiple family residences detached from a principal use is not permitted in the B-1, B-2 or B-3 Business Districts.

2. Reconstruction of Existing Detached Residences in the B-1, B-2 or B-3 Business Zoning Districts. The reconstruction of an existing detached residential use in the B-1, B-2 or B-3 District, which has been damaged or destroyed by catastrophe or act of God, is permitted provided that the reconstructed building does not exceed the original floor area of the structure and that such reconstruction is commenced no later than one (1) year after the date of the damage or destruction, and provided the building is in conformance with all other provisions of this Ordinance.

C. Yard Requirements Exceptions. On a lot in a business district where a building line is in existence prior to the effective date of this Ordinance and which provides yard less than

required when adjacent to or across an alley from a residential district, an addition to or reconstruction of the building is permitted provided such addition or reconstruction is no closer to the lot line than the existing building line and provided that the building is in conformance with all other provisions of this Ordinance, including the parking requirements of §6.01 of this Ordinance.

D. Screening.

1. Requirements and Standards. For any use in a business district which is required to provide screening under the provisions of the respective zoning district in which such use is located, such screening shall be accomplished by a fence, wall, berm, landscaping, or some combination thereof, constituting an opaque characteristic which obstructs from horizontal view, the use required to be screened. Such screen shall not be less than four (4') feet in height except where reduced heights are required in §2.06 "Visual Clearance" of this Ordinance.

2. Exceptions. The Board may authorize an exception to the screening requirement and standards where an existing screen is on the lot adjacent to the use, building or structure required to be screened, or where special circumstances render a screen unnecessary.

E. Class "A", "Class A" License Locations.

1. Intent and Purpose. The proliferation and clustering of Class "A" Beer and "Class A" Liquor Licenses as detailed by Chapter 10 of the Code of General Ordinances in limited areas within the City creates an undesirable image of the vitality of the commercial districts and the community as a whole. A high density of licensed establishments within close proximity can result in negative impacts to the adjacent and surrounding residential areas where such businesses may be located. Because there are a limited amount of Licenses available the City desires to ensure that the entire community is subject to service.

2. Location.

a. No Class "A" License shall be located within 2,640 feet of any other City issued Class "A" License, unless the proposed location held a Class "A" License within the three hundred sixty-five (365) days preceding the application.

ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

b. No "Class A" License shall be located within 5,280 feet of any other City issued "Class A" License, unless the proposed location held a "Class A" License within the three hundred sixty-five (365) days preceding the application.

c. **Standards of Measurement.** The distances identified in this Section shall be measured in a straight line, without regard to intervening structures or objects from the closest point of the structure proposed for occupancy by the licensed Class "A" or "Class A" business, whichever is applicable, to the nearest point of the structure licensed from which the proposed License is to be separated.

d. **Special Exceptions.**

(1) **Procedure.** Upon written determination of the Department of Community Development and Inspections that the proposed location for a new Class "A" or "Class A" License is prohibited pursuant the provisions of §3.12 E.2., a special exception request from the terms of §3.12 E.2. may be made in writing to the Department of Community Development and Inspections. The Common Council is designated the authority for granting a special exception from the requirements of §3.12 E.2. The City Plan Commission shall review each request for a special exception and after public hearing make a recommendation to the Common Council. Any special exception granted shall be considered unique to the project and will not set any precedent for future decisions. The special exception shall be limited to the terms of §3.12 E.2. and provides no licensing rights to the applicant. An applicant must qualify for a license pursuant to Wis. Stats. Chapter 125 and Chapter 10 of the Code of General Ordinances, City of Kenosha.

(2) **Criteria.** The City consider granting a special exception from the terms of §3.12 E.2. if:

(a) Whether the proposed development will have a substantial positive impact upon the surrounding properties, neighborhood within 5,280 feet of the development and the City of Kenosha.

(b) Whether the proposed development will have a significant, positive influence on the City economy; and,

(c) Whether the proposed development is compatible with the overall purpose of the land use and consistent with the City and neighborhood plans.

| | | | |
|--|--|------------------|---------------|
| Planning & Zoning Division 625 52 nd Street Kenosha, WI 53140 262.653.4030 | Kenosha City Plan Commission FACT SHEET | December 6, 2012 | Item 5 |
| Petition to rezone property at 1407 57th Street from IP Institutional Park to RG-2 General Residential District in conformance with Section 10.02 of the Zoning Ordinance. (Mares) (District #2) PUBLIC HEARING | | | |

LOCATION/SURROUNDINGS:

Site: 1407 57th Street
 Neighborhood: Columbus

Vicinity Zoning/Land Use

North: RG-2/Residential
 South: IP/Rotary Safety Center
 East: IP/Rotary Safety Center parking lot
 West: RG-2/Residential

NOTIFICATIONS/PROCEDURES:

The Alderperson of the district, Alderperson Schwartz, has been notified. Property owners within 100 feet of the proposed rezoning were notified. The Common Council is the final review authority.

ANALYSIS:

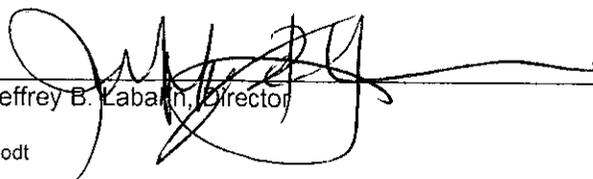
- The owner of the property has requested to rezone the property from IP Institutional Park to RG-2 General Residential District. The purpose of the rezoning is to make the existing single-family residential use on the site a conforming use.
- Rezoning of the property to RG-2 General Residential District is consistent with the adopted *Comprehensive Plan for the City of Kenosha: 2035* which lists this site as *Medium-High Density Residential*. An amendment to that Plan is not required for the City to approve the rezoning.
- The development of the property will have to be consistent with all City, State and Federal Ordinance and regulations.

RECOMMENDATION:

Since the proposed rezoning is compatible with the *Comprehensive Plan for the City of Kenosha: 2035*, a recommendation is made to approve the rezoning in accordance with Section 10.02 of the Zoning Ordinance.



Brian R. Wilke, Development Coordinator



Jeffrey B. Labahn, Director

/u2/acct/cp/claurieb/CITY PLAN COMMISSION/fact-rezone-Mares112912.odt

REZONING ORDINANCE NO. _____

SPONSOR: THE MAYOR

Zoning: To Rezone Property at 1407 57th Street from IP Institutional Park to RG-2 General Residential District in conformance with with Section 10.02 of the Zoning Ordinance. (Mares) (District #2)

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. Z9-12 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:
MATTHEW A. KNIGHT
Deputy City Attorney

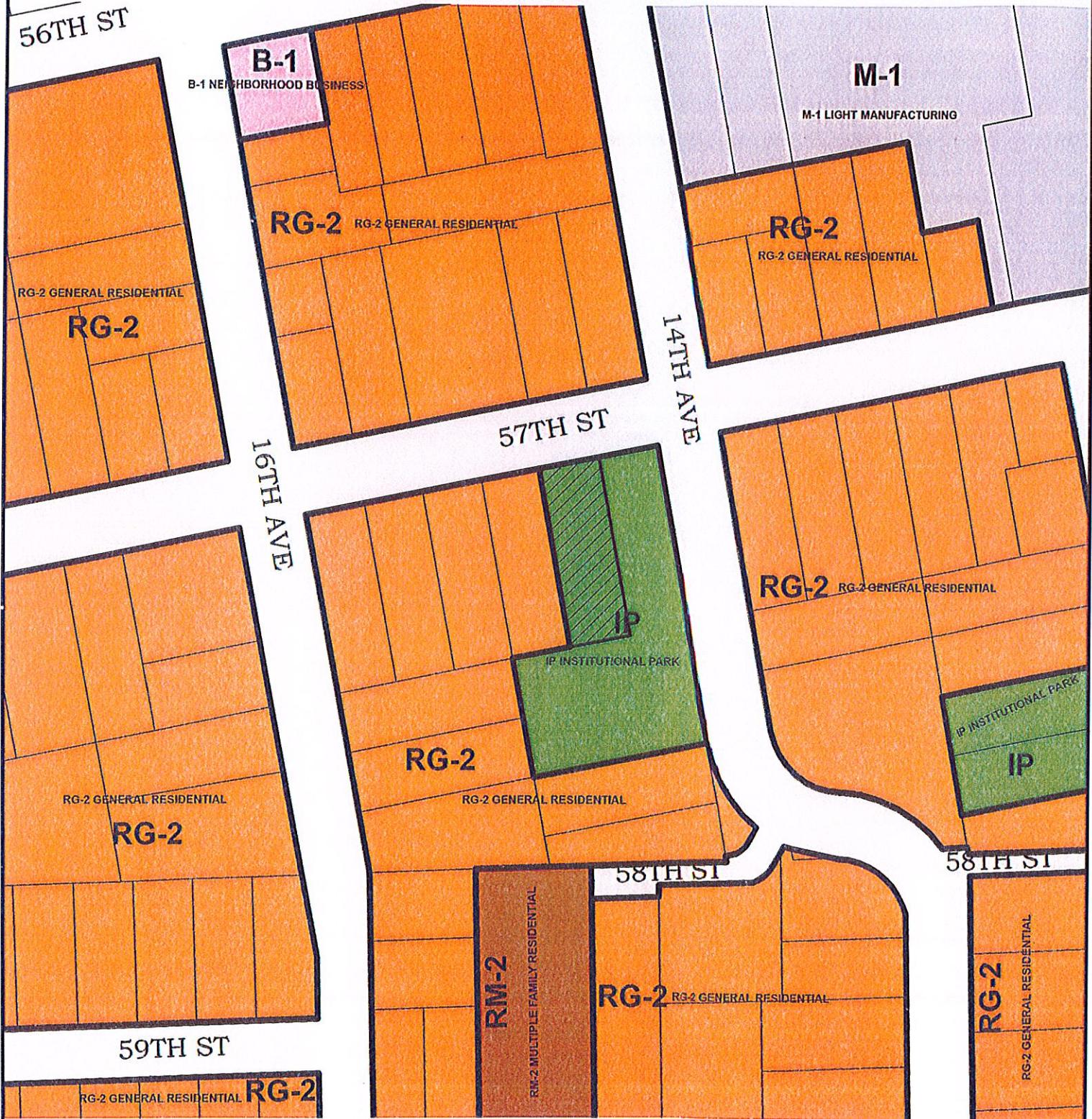
City of Kenosha

District Map Rezoning

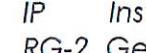
Supplement No. 79-12

Ordinance No. _____

Mares petition



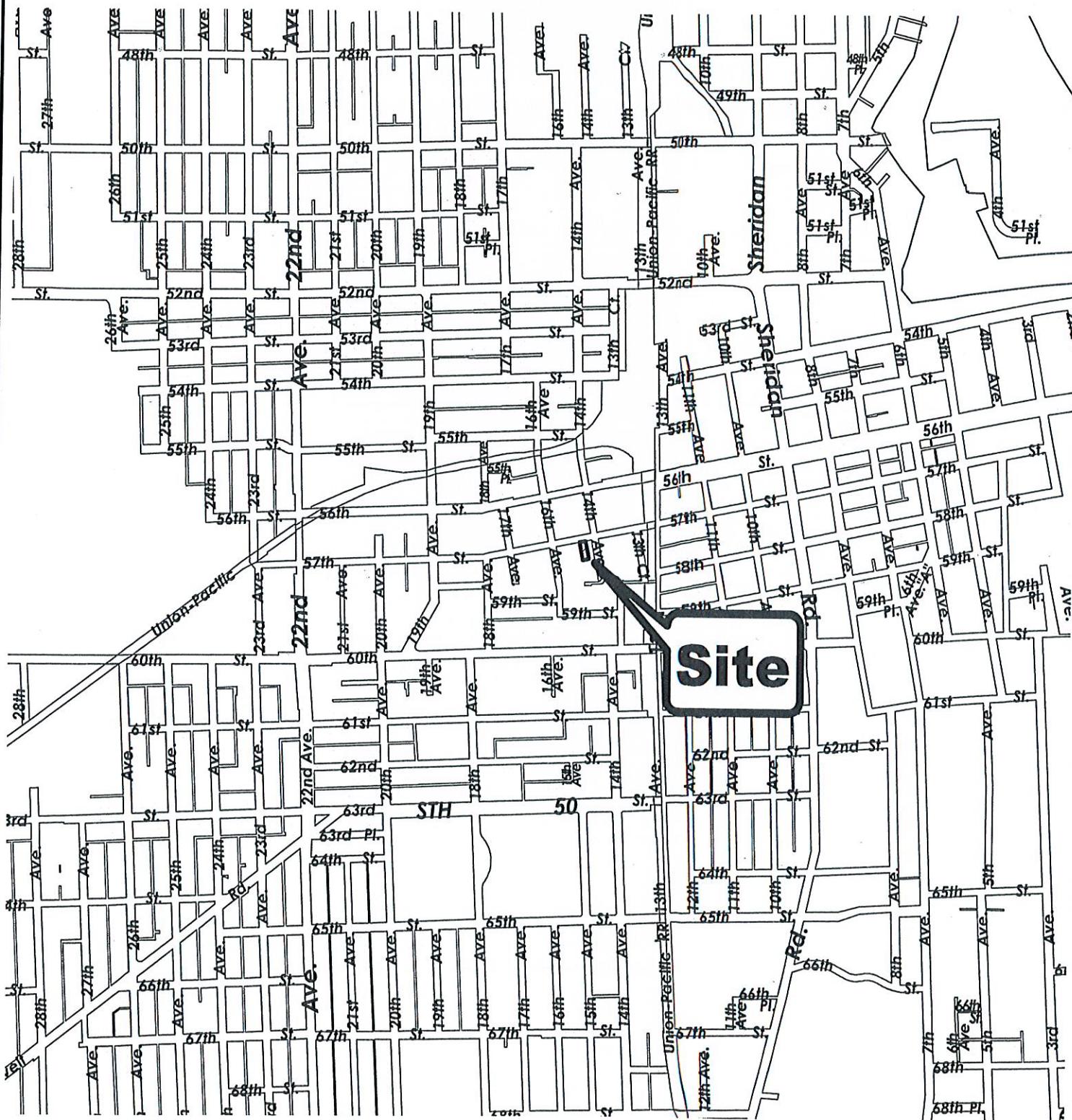
Property requested to be rezoned from:

-  IP Institutional Park to
-  RG-2 General Residential



City of Kenosha

Vicinity Map Mares Rezoning



 Subject Property



0 200 400 600 800 1,000 Feet

City of Kenosha

Land Use Map
Mares Rezoning



Property requested to be rezoned



0 20 40 60 80 100
Feet

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

Dear Members of the Common Council:

It is requested that my property located at 1407 57th Street be rezoned from IP to Rg-2. The purpose of the rezoning is to permit Single – family Residential.

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.

Please inform of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to Ramon Ynosencio at 6544 39th Avenue Kenosha WI. 53142. I can be reached at (262) 818-7202 if there are any questions regarding my request for the rezoning.

Sincerely,


Jose Mares

**Development Review Application
City of Kenosha, Wisconsin**

MAILING INFORMATION

NAME OF PROJECT: Jose MARES

Check one (1) of the following boxes to indicate the recipient of all correspondence:

Name and Address of Applicant [Please print]:
RAMON INOSENCO Phone: 262-818-7202
12544 39th Ave. Fax: 262-605-3966
Kenosha WI 53142 E-Mail: RAY 645 @ hot mail . com

Name and Address of Architect/Engineer [Please print]:
 _____ Phone: _____
 _____ Fax: _____
 _____ E-Mail: _____

Name and Address of Property Owner (if other than applicant) [Please print]:
Jose MARES Phone: _____
1407 57th St. Fax: _____
Kenosha WI E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number): 1407 57th St.

TYPE OF LAND DEVELOPMENT

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

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

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*Submit this cover page, completed application, applicable section(s) and appendices
along with ALL required plans, information and fees to:*

Department of Community Development & Inspections
 Planning Division
 625 52nd Street, Room 308
 Kenosha, WI 53140

Phone: 262.653.4030
 Fax: 262.653.4045

Office Hours:
 M - F 8:00 am - 4:30 pm

**SECTION 9
REZONING**

| | |
|---|---|
| Additional Information Required: | Current Zoning District: <u>IP</u> |
| | Proposed Zoning District: <u>Rg-2</u> |
| | Proposed Type of Rezoning: (Check all applicable) <input checked="" type="checkbox"/> Single-family Residential <input type="checkbox"/> Two-family Residential <input type="checkbox"/> Multi-family Residential (3 or more units) <input type="checkbox"/> Institutional, Commercial or Industrial |
| 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) OR ➤ 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) |
| A rezoning request can be initiated by: <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

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

Dear Members of the Common Council:

It is requested that my property located at *(address or parcel number)* be rezoned from *(present zoning)* to *(proposed rezoning)*. The purpose of the rezoning is to permit *(proposed use of the property)*.

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.

Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to *(list one name only)* at *(address)*. I can be reached at *(phone number)* if there are any questions regarding my request for the rezoning.

Sincerely,

Current Property Owner

·Planning & Zoning
·Community Development

262.653.4030
262.653.4045 FAX
Room 308



·Building Inspections
·Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

November 27, 2012

Notice of Public Hearing

Rezoning of property at 1407 57th Street (Mares)

The City Plan Commission will hold a public hearing on a petition submitted by Jose Mares, Ramon Ynosencio, Agent, to rezone the property at 1407 57th Street. The proposed rezoning would amend the zoning on the property from IP Institutional Park to RG-2 General Residential District. The rezoning request is to allow the existing building to be utilized as a single-family use.

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

*Thursday, December 6, 2012 at 5:00 p.m.
Municipal Building
625 52nd Street - Room 202
Kenosha, WI 53140*

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

The City Plan Commission will make a recommendation to the Common Council on the zoning petition. The Common Council is tentatively scheduled to hold a public hearing and take final action on this item at their meeting on Monday, January 7, 2012 at 7:00 p.m. in Room 200 of the Municipal Building.

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

BW:kas
Enclosure

DRAFT 11/14/12

AMENDED L/P MTG. 12/03/12

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Twenty (20) Demerit Points:

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

b. Forty (40) Demerit Points:

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

c. One Hundred (100) Demerit Points:

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

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

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

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

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

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

Section Nine: Subsection 10.063 F. of the Code of General Ordinances for the City of

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

Additions by Sponsor 11/26/12

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

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

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

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

Wisconsin, is hereby created as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Grant of Special Exception

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

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

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

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

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

in Subsection 5.03 of this Zoning Ordinance.

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

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

LOCATION/SURROUNDINGS:

City-Wide

NOTIFICATIONS/PROCEDURES:

The Common Council is the final review authority.

ANALYSIS:

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

RECOMMENDATION:

For Commission review and recommendation.


 Brian Wilke, Development Coordinator


 Jeffrey B. Laparra, Director

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

ORDINANCE NO. _____

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

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

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

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

Wisconsin, is hereby created as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Grant of Special Exception

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

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

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

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

RESOLUTION NO. _____

SPONSOR: ALDERPERSON CHRIS SCHWARTZ
CO – SPONSORS: ALDERPERSON MICHAEL J. ORTH
ALDERPERSON SCOTT N. GORDON
ALDERPERSON CURT WILSON
ALDERPERSON TOD OHNSTAD
ALDERPERSON JAN MICHALSKI
ALDERPERSON DANIEL PROZANSKI, JR.
ALDERPERSON ANTHONY KENNEDY

AUTHORIZING AND DIRECTING THE DIRECTORS OF THE HUMAN RESOURCES DEPARTMENT AND THE FINANCE DEPARTMENT OF THE CITY OF KENOSHA TO EXTEND HEALTH BENEFITS COVERAGE IN THE EMPLOYEE HEALTH PLAN TO DOMESTIC PARTNERS OF ELIGIBLE CITY OF KENOSHA EMPLOYEES AND THEIR DEPENDENTS.

WHEREAS, in 2009 Act 28, the State of Wisconsin expanded health benefits for state government employee health plans to increase the dependent eligibility age, to provide for autism spectrum coverage and contraception coverage, and to extend benefits to domestic partners and their families; and

WHEREAS, the City of Kenosha has implemented those health plan provisions of Wisconsin Act 28 in its Employee Health Plan, with the current exception of extending benefits to domestic partners and their families; and

WHEREAS, also as part of Act 28, the State of Wisconsin adopted Chapter 770 of the state statutes, providing a process by which a same-sex couple can apply for and receive a declaration of domestic partnership through the office of the County Clerk, provided the couple meets the statutory criteria, and thereafter the couple may file a copy of the declaration of domestic partnership with the Register of Deeds; and

WHEREAS, also as a part of Act 28, privileges previously limited to spouses of opposite sexes were extended to declared domestic partners of the same sex, which privileges include: Intestacy inheritance; recognition of domestic partners as family members qualifying Family and Medical Leave rights; Wrongful Death Action compensation; Worker’s Compensation Death Benefits; ability to own property with a right of survivorship; the evidentiary privilege to keep confidential communications with

one another that formerly was available only to spouses; the ability to consent to admit an incapacitated partner from a hospital to a nursing home, community-based residential facility, or hospice; the ability to consent to make anatomical gift if the other partner is near death or has died without the designation of a different agent to make this decision; and an exemption from the Real Estate Transfer Fee; and

WHEREAS, annually, the State Vital Records Office, Division of Public Health, Department of Health Services records Domestic Partnerships filings with register of deeds offices throughout the state, and that from August 1, 2009 through December 31, 2011, there have been 46 Domestic Partnerships registered in Kenosha County; and

WHEREAS, using United States Census Bureau's state-level preferred estimates, in an escholarship report published on September 1, 2011, the Williams Institute of the University of California Los Angeles School of Law estimated that the ratio of domestic partnerships in the County of Kenosha, including those domestic partnerships not registered, per 1000 households is about 4.20, further projecting the total number of actual households of domestic partners in Kenosha County is about 263, and that about 11% of the domestic partnerships in Kenosha County are raising children; and

WHEREAS, legislation providing employee benefits previously reserved for families of married, opposite-sex couples to families of same-sex domestic partners has been adopted by governments across the country and across this state, which according to the Human Rights Campaign included the state of Wisconsin and 20 other states, the counties of Dane, Milwaukee, and LaCrosse, and the cities of Milwaukee, Madison, Appleton, and Racine; and

WHEREAS, a report from the Employee Benefits Research Institute, which was quoted in a resolution adopted by Milwaukee County, cited a study by the human resources firm of Hewitt Associates, finding that adding domestic partners to health benefits plans placed employers "no more at risk than when adding spouses" and reported an average cost increase of less than 1% to employers; and

WHEREAS, since allowing domestic partnership benefits in 2000, it was reported that the City of Milwaukee had a participation level of approximately 35 out of a covered population of approximately 3,500, comprising a participation rate of one per cent, which is consistent with the Hewitt study; and

WHEREAS, it is anticipated that current and long term fiscal impacts of this policy change will not have any more impact than current ongoing changes in the family status of the rest of the employee base.

NOW, THEREFORE, BE IT RESOLVED that the City of Kenosha shall provide standard benefits to domestic partners of active and qualified retired City employees, and to the children of those partners to the same extent as standard benefits are provided to spouses of City employees and qualified retired City employees, and to the children of those spouses, provided that the domestic partners have filed a declaration of domestic partnership with a Register of Deeds in this state pursuant to the provisions of Chapter 770 of the Wisconsin Statutes..

BE IT FURTHER RESOLVED, that any active eligible employee of the City of Kenosha or qualified retired City employee wishing to include a domestic partner and dependents under the Employee Health Plan must provide a copy of the Declaration of Domestic Partnership filed with the Register of Deeds pursuant to Chapter 770 of the Wisconsin Statutes, with the certification from the Register of Deeds of such filing.

BE IT FURTHER RESOLVED, that consistent with City policy for all plan participants, active or qualified retired employees adding domestic partners or their dependents may be subject to eligibility audits or reviews and/or verification requests, and such employees who provide false or misleading information are subject to discipline up to and including termination and reimbursement of claims incurred.

Adopted this _____ day of _____, 2012.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

RESOLUTION NO.

BY: THE MAYOR

TO CREATE WARD 89, FOR VOTING PURPOSES, AND ADJOIN IT TO THE POLLING PLACE FOR WARDS 73, 74, 75, 76, 77, 78, AND 79 KENOSHA FIRST ASSEMBLY, 10700 75TH STREET

WHEREAS, Attachment Ordinance No. 42-12 and attached parcel no. 37-4-121-012-0300, located in the Village of Bristol, be placed into the corporate limits of the City of Kenosha, Wisconsin;

AND WHEREAS, it was determined that the attached parcel of land lie within the 61st State Assembly District;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the parcel of land attached under Attachment Ordinance No. 42-12 be placed in the City of Kenosha Voting Ward 89, District 16, and adjoin it to the polling place with wards 73, 74, 75, 76, 77, 78, and 79, for voting purposes as allowed by Section 5.15 (6)(b), Wisconsin Statutes.

Adopted this ____ day of _____, 2012.

Approved: _____ Mayor
 Keith G. Bosman

Date:

Attest: _____ City Clerk
 Debra L. Salas

ATTACHMENT AND ZONING DISTRICT CLASSIFICATION ORDINANCE
Under Section 66.0307, Wisconsin Statutes,
City of Kenosha/Village of Bristol
State Approved Cooperative Plan

Parcel No. 37-4-121-012-0300
[Property Located 13525 60th Street]
Village of Bristol
[City of Kenosha - Property Owner]

ORDINANCE NO. 42-12

BY: THE MAYOR

Attaching to the City of Kenosha, Wisconsin, territory in the Village of Bristol, Kenosha County, Wisconsin, and providing zoning district classifications under Section 66.0307, Wisconsin Statutes, City of Kenosha/Village of Bristol 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/Village of Bristol Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on October 7, 2000, the territory in the Village of Bristol, Kenosha County, Wisconsin, with an associated population of zero (0), 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 September 5, 2012, the date of attachment, 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: Zoning District Classifications. The territory described in Section One, upon attachment, shall have the zoning district classifications shown on Exhibit "C". This zoning district classification shall be and remain in effect for the parcel of land described therein until this Zoning District Classification Ordinance is amended as prescribed in Section 62.23(7)(d), Wisconsin Statutes.

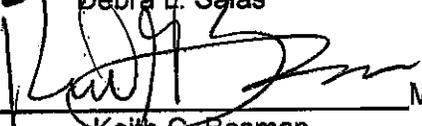
Section Four: District and Ward Designation. The territory described in Section

One is hereby made a part of the 89th Ward of the 16th District of the City of Kenosha, subject to the Ordinances, rules and regulations of the City governing Wards and Districts. The County Board of Supervisors for Kenosha County is requested to have the attached area included in the same District and Ward for the County Supervisory seat as for the City Aldermanic seat.

Section Five: 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 Six: Effective Date. This Ordinance, the Attachment, and the Zoning District Classifications shall take effect on September 14, 2012, after passage and publication, as provided by law.

ATTEST:  City Clerk
Debra L. Salas

APPROVED:  Mayor
Keith G. Bosman

Date: September 6, 2012

Passed: September 5, 2012

Published: September 14, 2012

Drafted By:
MATTHEW A. KNIGHT,
Deputy City Attorney

CITY OF KENOSHA
DISTRICT MAP
ATTACHMENT ORDINANCE

SUPPLEMENT NO. _____ ACCOMPANYING ORD. NO. 42-12

CITY OF KENOSHA

Part of the Northwest Quarter of Section 1, Town 1 North, Range 21 East of the Fourth Principal Meridian lying and being in the Village Bristol, Kenosha County, Wisconsin and more particularly described as follows:

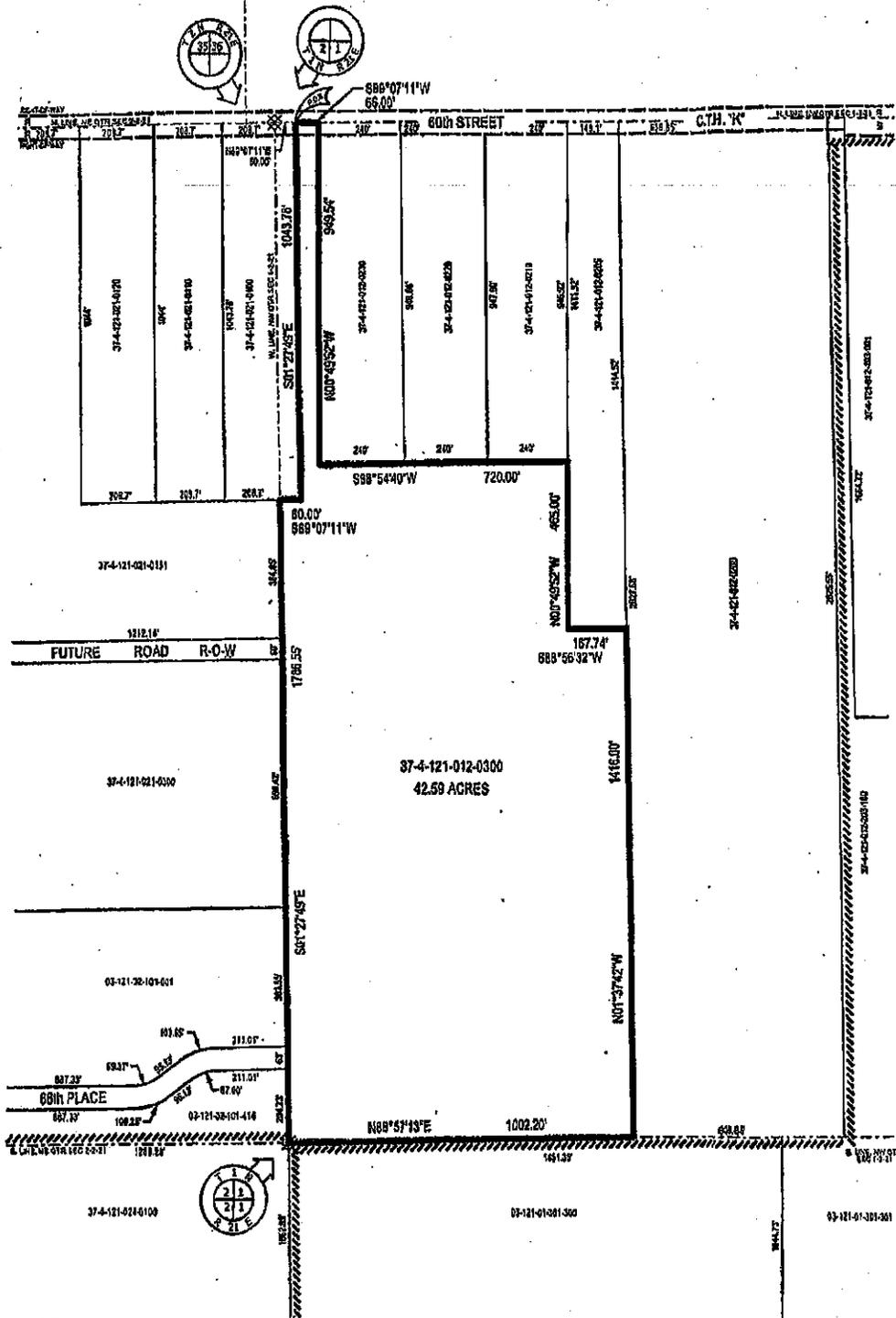
Commencing at the northwest corner of said Quarter Section; thence North $89^{\circ}07'11''$ East, along the north line of said Quarter Section, being here also the center line of 60th Street, 60.00 feet; to the east line of the parcel of land whose Kenosha County parcel number is 37-4-121-021-0100; and the point of beginning; thence South $01^{\circ}27'49''$ East, and parallel to the west line of said Quarter Section, 1043.78 feet to the southeast corner of said parcel; thence South $89^{\circ}07'11''$ West, along the south line of said parcel, 60.00 feet to a point on said west line; thence South $01^{\circ}27'49''$ East along said west line, 1783.56 feet to the southwest corner of said Quarter Section and the present corporate limits of the City of Kenosha; thence North $88^{\circ}57'13''$ East along said corporate limits and the south line of said Quarter Section, 1002.20 feet; thence North $01^{\circ}37'42''$ West, 1416.00 feet to the southeast corner of a parcel of land whose Kenosha County parcel number is 37-4-121-012-0205; thence South $88^{\circ}58'32''$ West, 167.74 feet along the south line to the southwest corner of said parcel; thence North $00^{\circ}49'52''$ West along the west line of said parcel, 485.00 feet to the southeast corner of a parcel of land whose Kenosha County parcel number is 37-4-121-012-0210; thence South $88^{\circ}54'40''$ west along the south line of said parcel, 720.00 feet to the southwest corner of a parcel whose Kenosha County parcel number is 37-4-121-012-0230; thence North $00^{\circ}49'52''$ West along the west line of said parcel, and to a point on the north line of said Quarter Section, 949.54 feet; thence South $89^{\circ}07'11''$ West along said north line, 66.00 feet to the point of beginning; containing 42.59 acres of land, more or less.

EXHIBIT A

CITY OF KENOSHA
 DISTRICT MAP
 ATTACHMENT ORDINANCE

SUPPLEMENT NO. _____ ACOMPANYING ORD. NO. 42-12

CITY OF KENOSHA



SCALE 1" = 300'
 0' 300' 600'

EXHIBIT B

 DENOTES PRESENT CORPORATE LIMITS, CITY OF KENOSHA
 DENOTES AREA TO BE ATTACHED TO THE CITY OF KENOSHA

City of Kenosha

Zoning District Classification Map Attachment "C"

Supplement No. ATI-12

Ordinance No. 42-12

City of Kenosha petition



Property to be zoned:

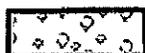
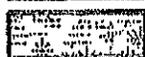
-  IP Institutional Park
-  C-1 Upland Conservancy
-  FW Floodway

EXHIBIT C



0 100 200 300 400 500 Feet

DOD - Planning & Zoning Division - JBL - RPS - 24 July 2012 - mc

·Planning & Zoning
·Community Development

262.653.4030
262.653.4045 FAX
Room 308



·Building Inspections
·Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

MEMO

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

FROM: Jeffrey B. Labahn, Department of City Development 

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

DATE: November 27, 2012

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

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

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

JBL:kas
Enclosure

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

LOCATION/SURROUNDINGS:

City-Wide

NOTIFICATIONS/PROCEDURES:

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

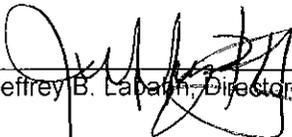
ANALYSIS:

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

RECOMMENDATION:

A recommendation is made to approve the attached Resolution.


 Brian R. Wilke, Development Coordinator


 Jeffrey B. Labahn, Director

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

RESOLUTION NO. _____

SPONSOR: THE MAYOR

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

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

Adopted this _____ day of _____, 2012.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

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

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

RESOLUTION NO. 163-09

BY: THE MAYOR

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

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

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

Adopted this 2nd day of December, 2009

ATTEST:


Debra L. Salas, Deputy City Clerk

APPROVED:


Keith G. Bosman, Mayor

RESOLUTION NO. _____

BY: THE MAYOR

**RESOLUTION TO MODIFY THE PAY RANGE FOR THE
POSITIONS OF DEPUTY POLICE CHIEF, INSPECTOR,
POLICE CAPTAIN, POLICE LIEUTENANT AND POLICE
SERGEANT**

WHEREAS, the Common Council approved the Classification and Compensation Plan for 2013 as a part of its adoption of the 2013 City of Kenosha operating budget;

WHEREAS, said approved Compensation Plan incorporated new pay ranges for non-represented police supervisory classifications reflecting pay adjustments due to negative internal compression ramifications with subordinate personnel; and

WHEREAS, said corrected pay ranges are resubmitted to reflect an across-the-board compression adjustment to the 2012 pay range in lieu of the recreation of a new pay range;

WHEREAS, the proposed pay adjustments as reflected in Exhibit A has no fiscal impact to the 2013 City of Kenosha adopted operating budget;

NOW THEREFORE, BE IT RESOLVED, the attached recommended 2013 salary pay ranges for non-represented police classifications be approved by the Common Council.

Adopted this ____ day of _____, 2013

ATTEST: _____, City Clerk
Debra Salas

APPROVED: _____, Mayor
Keith Bosman

2012 Salary - Monthly

| | A | B | C | D | E |
|---------------------|---------|---------|---------|---------|---------|
| DEPUTY POLICE CHIEF | \$6,951 | \$7,336 | \$7,740 | \$8,165 | \$8,615 |
| INSPECTOR | \$6,492 | \$6,898 | \$7,304 | \$7,709 | \$8,115 |
| POLICE CAPTAIN | \$6,068 | \$6,397 | \$6,753 | \$7,125 | \$7,514 |
| POLICE CAPTAIN | \$6,005 | \$6,336 | \$6,683 | \$7,052 | \$7,441 |
| POLICE LIEUTENANT | \$5,859 | \$6,080 | \$6,301 | \$6,525 | \$6,746 |
| POLICE LIEUTENANT | \$5,804 | \$6,024 | \$6,240 | \$6,461 | \$6,681 |
| POLICE SERGEANT | \$5,346 | \$5,542 | \$5,736 | \$5,938 | \$6,135 |
| POLICE SERGEANT | \$5,297 | \$5,486 | \$5,680 | \$5,882 | \$6,076 |

2013 Adopted Resolution Budget Figures – Monthly

| | A | B | C | D | E |
|---------------------|---------|---------|---------|---------|---------|
| DEPUTY POLICE CHIEF | \$7,037 | \$7,477 | \$7,916 | \$8,356 | \$8,796 |
| INSPECTOR | \$6,633 | \$7,048 | \$7,463 | \$7,877 | \$8,292 |
| POLICE CAPTAIN | \$6,161 | \$6,547 | \$6,932 | \$7,317 | \$7,702 |
| POLICE CAPTAIN | \$6,100 | \$6,481 | \$6,862 | \$7,244 | \$7,625 |
| POLICE LIEUTENANT | \$5,586 | \$5,935 | \$6,284 | \$6,633 | \$6,982 |
| POLICE LIEUTENANT | \$5,530 | \$5,875 | \$6,221 | \$6,567 | \$6,912 |
| POLICE SERGEANT | \$5,104 | \$5,423 | \$5,742 | \$6,061 | \$6,380 |
| POLICE SERGEANT | \$5,052 | \$5,368 | \$5,684 | \$5,999 | \$6,315 |

Proposed 2013 Adjusted Budget Figures – Monthly

| | A | B | C | D | E |
|---------------------|---------|---------|---------|---------|---------|
| DEPUTY POLICE CHIEF | \$7,097 | \$7,490 | \$7,903 | \$8,336 | \$8,796 |
| INSPECTOR | \$6,635 | \$7,050 | \$7,465 | \$7,879 | \$8,292 |
| POLICE CAPTAIN | \$6,220 | \$6,557 | \$6,922 | \$7,303 | \$7,702 |
| POLICE CAPTAIN | \$6,155 | \$6,494 | \$6,850 | \$7,228 | \$7,625 |
| POLICE LIEUTENANT | \$6,064 | \$6,293 | \$6,522 | \$6,753 | \$6,982 |
| POLICE LIEUTENANT | \$6,007 | \$6,235 | \$6,458 | \$6,687 | \$6,912 |
| POLICE SERGEANT | \$5,560 | \$5,764 | \$5,965 | \$6,176 | \$6,380 |
| POLICE SERGEANT | \$5,509 | \$5,705 | \$5,907 | \$6,117 | \$6,315 |

LEASE

Between

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

**BOARD OF PARK COMMISSIONERS
OF THE CITY OF KENOSHA, WISCONSIN,
A Municipal Park Commission**

And

**BASEBALL LIKE IT OUGHTA BE, LLC,
A Wisconsin Limited Liability Company**

**NORTHWOODS LEAGUE, INC.
A Florida Corporation**

THIS LEASE is entered into between the CITY OF KENOSHA, WISCONSIN, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, the BOARD OF PARK COMMISSIONERS OF THE CITY OF KENOSHA, WISCONSIN, a municipal park commission, duly organized and existing under the Code of General Ordinances for the City of Kenosha and the laws of the State of Wisconsin, hereafter referred to collectively as “CITY” and BASEBALL LIKE IT OUGHTA BE, LLC, , a Wisconsin limited liability company with principal offices located at 1314 Canal Street, PO Box 505, Black Earth, WI 53515 and NORTHWOODS LEAGUE, INC., a Florida corporation with principal offices located at 197 Plantation Circle South, Ponte Vedra Beach, FL, 32082 and 2900 4th St. SW, Rochester, MN, 55902, hereafter referred to collectively as “LESSEE”.

WITNESSETH:

WHEREAS, the CITY owns the park/recreational facility known as Simmons Athletic Field; and,

WHEREAS, BASEBALL LIKE IT OUGHTA BE, LLC, is an affiliate member of the Northwoods League a summer collegiate baseball league owned and operated by NORTHWOODS LEAGUE, INC.; and,

WHEREAS, BASEBALL LIKE IT OUGHTA BE, LLC, desires to play scheduled baseball games at Simmons Athletic Field and utilize related facilities to conduct a scheduled baseball program with other members of the Northwoods League as well as for other baseball and nonbaseball events; and,

WHEREAS, under the Affiliation Agreement between BASEBALL LIKE IT OUGHTA BE, LLC, and the Northwoods League, NORTHWOODS LEAGUE, INC. is a required signatory and party to any facility lease entered into between a municipality and the affiliate team; and,

WHEREAS, the LESSEE desires to enter into this Lease to use Simmons Athletic Field; and,

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

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

ARTICLE 1 – PREMISES

1.1. PREMISES. The CITY leases to the LESSEE the park/recreational facility known as Simmons Athletic Field, an improved baseball park with a present viewer seating capacity of approximately 1100 persons located at 7817 Sheridan Road, Kenosha, Wisconsin, more particularly described on attached Exhibit “A” and hereafter referred to as the “PREMISES” subject to the easements, ground leases and reservations by the CITY described in this Lease.

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

ARTICLE 2 - TERM

The term of this Lease is for eleven (11) years beginning January 1, 2013, through and including, December 31, 2024, hereafter referred to as the "TERM". The lease year shall be the twelve month period beginning January 1 and ending December 31, hereafter referred to as the “LEASE YEAR.” At least twelve (12) months prior to the expiration date of this Lease, the LESSEE may request, in writing, that the CITY negotiate a new Lease. If timely notice is given to the CITY and the LESSEE is in full compliance with this Lease, the CITY shall meet with the LESSEE in good faith to negotiate a new Lease which may be for any TERM agreed to by the parties.

ARTICLE 3 - RENT

3.1 RENT. The LESSEE agrees to pay the CITY for the use and occupancy of the PREMISES rent in the following annual sums:

| LEASE YEAR | ANNUAL RENT | INSTALLMENT AMOUNT |
|------------|-------------|--------------------|
| 1 | -0- | -0- |
| 2-5 | \$30,000 | \$15,000 |
| 6 | \$30,900 | \$15,450 |
| 7 | \$31,827 | \$15,913.50 |
| 8 | \$32,782 | \$16,391 |
| 9 | \$33,765 | \$16,882.50 |
| 10 | \$34,778 | \$17,389 |
| 11 | \$35,821.00 | \$17,910.50 |

The annual rent shall be payable in two equal installments in the amounts set forth above on or before May 1 and September 1 of each LEASE YEAR during the TERM of this Lease.

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

ARTICLE 4 - IMPROVEMENTS

4.1 IMPROVEMENTS. IMPROVEMENTS shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of the stadium, playing field, lighting, fences, scoreboard, buildings, structures, facilities, utilities, parking areas, roads, sidewalks, landscaping, and any other site modifications on the PREMISES. IMPROVEMENTS shall not include care, maintenance and repair of the PREMISES pursuant to Article 7 of this Lease.

4.2 OBLIGATION OF LESSEE TO COMPLETE IMPROVEMENTS. The LESSEE, at LESSEE's expense, shall complete \$250,000 of IMPROVEMENTS to the PREMISES by May 1, 2014. The IMPROVEMENTS required to be made by the LESSEE by May 1, 2014 together with the estimated cost of the IMPROVEMENTS are attached as Exhibit B. The LESSEE, at LESSEE's expense, shall complete an additional \$125,000 of IMPROVEMENTS to the PREMISES by the end of lease year six and an additional \$125,000 of IMPROVEMENTS to the PREMISES by the end of the initial TERM of the Lease.

4.3 LESSEE'S FAILURE TO COMPLETE IMPROVEMENTS. In the event the LESSEE fails to complete the IMPROVEMENTS required by Article 4.2, the LESSEE shall pay the CITY, upon written demand, the balance of the estimated cost of the IMPROVEMENTS required to be made together with interest at the rate of 1.5% per month from the date of the CITY's written demand until paid. The LESSEE's failure to pay the CITY, upon written demand, the balance of the estimated cost of the IMPROVEMENTS required to be made plus interest shall relieve the CITY of any obligation to make any IMPROVEMENTS to the PREMISES and shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22.

4.4 ACCOUNTING BY LESSEE. Within 45 days of the completion of the IMPROVEMENTS required to be made by the LESSEE pursuant to Article 4.2, the LESSEE shall provide the CITY with an itemized final accounting of the total cost of the IMPROVEMENTS. In the event the total cost of the IMPROVEMENTS does not exceed the estimated cost of the IMPROVEMENTS, the estimated cost of the IMPROVEMENTS shall be applied to the total amount of the IMPROVEMENTS required to be made by the LESSEE pursuant to Article 4.2. In the event the total cost of the IMPROVEMENTS exceeds the estimated cost of the IMPROVEMENTS, the LESSEE shall be responsible for paying the additional cost and the additional cost in excess of the estimated cost shall not be applied to the total amount of the IMPROVEMENTS required to be made by the LESSEE pursuant to Article 4.2

4.5 IMPROVEMENTS BY CITY. Except as otherwise provided in this Lease, the CITY, at the CITY's expense, shall complete a maximum of \$750,000 of IMPROVEMENTS to the PREMISES by May 1, 2014 from the list of IMPROVEMENTS attached as Exhibit C. Unless otherwise agreed in writing between the parties, the CITY shall undertake the IMPROVEMENTS

set forth on Exhibit C in the order listed until the CITY has completed its maximum of \$750,000 of IMPROVEMENTS to the PREMISES. At such time as any single project undertaken by the CITY will result in the CITY exceeding its maximum of \$750,000 of IMPROVEMENTS, the CITY, at the CITY's option may undertake another project listed on Exhibit C, the cost of which will not result in the CITY exceeding its maximum of \$750,000 of IMPROVEMENTS. In the event there are no projects on Exhibit C which will not result in the CITY exceeding its maximum of \$750,000 of IMPROVEMENTS, the LESSEE shall be responsible for paying the additional cost of the project which is in excess of the CITY's maximum of \$750,000 of IMPROVEMENTS and the additional cost shall be applied to the additional \$250,000 of IMPROVEMENTS to the PREMISES to be completed during the initial TERM of the Lease, but shall not be applied to the \$250,000 of IMPROVEMENTS to the PREMISES to be completed by May 1, 2014 pursuant to Article 4.2. Any public work undertaken by the CITY in connection with IMPROVEMENTS to the PREMISES shall be subject to state law and local ordinances regarding public bidding and prevailing wage and hour scales.

4.6 ACCOUNTING BY CITY. Within 45 days of the final acceptance of the IMPROVEMENTS made by the CITY pursuant to Article 4.5, the CITY shall provide the LESSEE with the total cost of the IMPROVEMENTS. The total cost of the IMPROVEMENTS made by the CITY shall be applied to the total amount of the IMPROVEMENTS to be made by the CITY pursuant to Article 4.5.

4.7 IMPROVEMENT BY LESSEE AND CITY. Any IMPROVEMENTS to the PREMISES, the cost of which is shared by the LESSEE and the CITY, shall be subject to state law and local ordinances regarding public bidding and prevailing wage and hour scales. Except as otherwise provided in Article 4.5, the LESSEE's and CITY's share of the cost of any IMPROVEMENTS to the PREMISES pursuant to this Article 4.7 shall be applied respectively to the total amount of the IMPROVEMENTS to be made by the LESSEE pursuant to Article 4.2 and by the CITY pursuant to Article 4.5.

4.8 PLANS AND SPECIFICATIONS. Plans, specifications and cost estimates for any IMPROVEMENTS shall be submitted to the CITY for approval. No work shall commence on the IMPROVEMENTS until all necessary approvals have been received and all required permits from the CITY have been obtained including but not limited to any and all required conditional use permits. All IMPROVEMENTS shall comply with the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.

4.9 PERFORMANCE BOND. In order to guaranty payment for all labor and materials and the completion of all the IMPROVEMENTS to be made by BASEBALL LIKE IT OUGHTA BE, LLC pursuant to this Article 4, BASEBALL LIKE IT OUGHTA BE, LLC shall provide the CITY with a performance bond in the amount of one hundred fifteen (115%) percent of the estimated cost of the projects set forth on Exhibit B as the projects are undertaken in form and content acceptable to the CITY. The performance bond shall be executed by BASEBALL LIKE IT OUGHTA BE, LLC as principal and a surety corporation authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance and have an A.M. Best rating of A Class X or better. The performance bond shall be payable to the CITY and be conditioned upon the faithful performance of the IMPROVEMENTS by BASEBALL LIKE IT OUGHTA BE, LLC.

4.10 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing any IMPROVEMENTS, the LESSEE shall procure and submit proof of the following insurance coverages to the CITY:

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

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

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

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

4.13 INDEMNITY, DEFENSE AND HOLD HARMLESS BY CONTRACTORS. The LESSEE shall require its contractors who make the IMPROVEMENTS to indemnify, defend and hold harmless the CITY, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the LESSEE involving the IMPROVEMENTS by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the CITY, or any of its officers, employees or agents.

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

4.15 NO CONTRACTOR'S RIGHTS AGAINST CITY. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against the

CITY, its officers and employees with respect to any labor or materials provided in connection with the IMPROVEMENTS. Nothing contained herein shall create, or be deemed to create, any relationship between the CITY and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the IMPROVEMENTS and the CITY shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the IMPROVEMENTS.

4.16 UNAUTHORIZED IMPROVEMENTS. Should the LESSEE make any IMPROVEMENTS without prior CITY approval, which are not satisfactory to the CITY, then, upon written notice to do so, the LESSEE at LESSEE's expense shall remove the same, or if agreed upon by the CITY, cause the same to be changed, modified or reconstructed to the satisfaction of the CITY. Should the LESSEE fail to comply with such notice within sixty (60) days of receipt thereof, or should the LESSEE commence to comply therewith and fail to pursue such work diligently to completion, the CITY may effect the removal, change, modification or reconstruction thereof, and the LESSEE shall pay the cost thereof to the CITY, upon written demand together with interest at the highest rate permitted by law from the date of the CITY'S written demand until paid.

4.17 WARRANTIES AND REPRESENTATIONS. The LESSEE agrees to ensure that all warranties and representations made to the LESSEE by the contractor, supplier or manufacturer of any of the IMPROVEMENTS shall extend to the CITY.

4.18 OWNERSHIP OF IMPROVEMENTS. The CITY shall inspect all IMPROVEMENTS to the PREMISES upon completion. If the IMPROVEMENTS are consistent with the approved plans and specifications, are free from defects or deficient workmanship and satisfactorily pass inspection by the CITY, the CITY will accept the IMPROVEMENTS which will then be considered a donation by the LESSEE to the CITY. Upon acceptance of the IMPROVEMENTS by the CITY, the LESSEE acknowledges, agrees and understands that the CITY shall own, have and retain all right title and interest in and to the PREMISES and all the IMPROVEMENTS on the PREMISES. Upon acceptance of the IMPROVEMENTS by the CITY, the LESSEE acknowledges, agrees and understands that the LESSEE shall have no ownership rights or other right, title or interest in or to the PREMISES or the IMPROVEMENTS on the PREMISES regardless of the source of financial contribution for the IMPROVEMENTS.

ARTICLE 5 - USE AND OPERATION OF PREMISES

5.1 USE OF PREMISES FOR NORTHWOODS LEAGUE BASEBALL. Except as otherwise provided by this Lease, the LESSEE shall have the exclusive use of the PREMISES for practicing and playing Northwoods League baseball. During the TERM of this Lease, BASEBALL LIKE IT OUGHTA BE, LLC shall play all regular season Northwoods League home games and any home All Star and home post season games at the PREMISES. During the term of this Lease, BASEBALL LIKE IT OUGHTA BE, LLC shall maintain affiliation with the Northwoods League. Failure of BASEBALL LIKE IT OUGHTA BE, LLC to maintain affiliation with the Northwoods League or to play the required Northwoods League home games at the PREMISES shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22 provided, however, that in the event a breach of this Article 5.1 occurs between January 1 of a LEASE YEAR and the completion of the Northwoods League championship series for that LEASE YEAR season, the NORTHWOODS LEAGUE, INC shall be

permitted to complete that season's scheduled games at the PREMISES with another Northwoods League affiliate team.

5.2 RENAMING PREMISES. Subject to all provisions of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, and provided the LESSEE is not in default under the terms and conditions of this Lease, the LESSEE may request that Simmons Athletic Field be renamed. It is expressly understood and agreed that this Article 5.2 does not create any rights by the LESSEE to have the PREMISES renamed but rather is intended to provide the LESSEE an opportunity to make such a request subject to the Code of General Ordinances for the City of Kenosha.

5.3 USE OF PREMISES FOR OTHER PURPOSES. Except as otherwise provided by this Lease, the LESSEE shall have the exclusive use of the PREMISES for other public purposes consistent with the use of the PREMISES as a dedicated CITY park/recreational facility. The LESSEE may permit other public, not-for-profit or for-profit entities, and individuals to use the PREMISES for such purposes pursuant to a rental agreement, or license or permit arrangement subject to the prior written approval of the CITY. The LESSEE shall be responsible for compliance with all of the terms, conditions and obligations of this Lease by any other permitted user of the PREMISES. Failure by any other permitted user of the PREMISES to comply with all of the terms, conditions and obligations of the Lease shall be considered a material breach of this Lease by the LESSEE thereby subjecting this Lease to termination pursuant to Article 22.

5.4 USE OF PREMISES BY CITY. The CITY shall be permitted to use the PREMISES at no charge to the CITY at such times as may be agreed between the CITY and the LESSEE when the PREMISES are not in use by the LESSEE or the LESSEE'S permitted users.

5.5 CONCESSION RIGHTS AND REVENUES. The LESSEE shall have exclusive concession rights to serve and sell food, beverages and goods upon the PREMISES, at all times and for all events, including events not connected with Northwoods League baseball games. The LESSEE may retain all revenues associated with the concession rights and shall likewise assume all costs, expenses, losses and liabilities associated with the concession rights. The LESSEE, at LESSEE's expense, shall furnish all labor and equipment required to exercise the concession rights and shall provide all food, beverages and goods sold or served. The LESSEE, at LESSEE's expense, shall obtain all license and permits required to lawfully exercise the concession rights, including all CITY required licenses and permits, none of which are deemed granted under this Lease. The LESSEE shall not use the name of the CITY in connection with the exercise of the concession rights. The LESSEE may only exercise concession rights within the ball park portion of the PREMISES which serves patrons. The LESSEE may contract with others to operate concessions on the PREMISES provided that the concession contract incorporates this Lease by reference and the concession contractor agrees to abide by all of the terms, conditions and obligations of this Lease. Any concession contract containing any terms or conditions contrary to those contained within this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22. The concession contract may provide that the concession contractor undertake certain duties which the LESSEE is obligated to perform under the terms of this Lease. However, the concession contract shall not relieve the LESSEE from performing the LESSEE's obligations under this Lease if the concession contractor fails to perform any such obligation. The LESSEE shall provide the CITY a copy of any concession

contract. The LESSEE shall be entitled to contract for advertising and media coverage for events at the PREMISES and retain all revenue therefrom.

5.6 SALE OF ALCOHOL BEVERAGES AND WINE. The LESSEE shall be permitted to sell alcohol beverages and wine as defined in Sections 125.02 (1) and 125.02 (22) of the Wisconsin Statutes, upon obtaining the required license and complying with state law and local ordinances regarding the sale of Alcohol beverages and wine. No other concession contractor or user of the PREMISES shall be permitted to sell alcohol beverages and wine without obtaining the required license and complying with state law and local ordinances regarding the sale of alcohol beverages and wine. The LESSEE acknowledges its obligation not to serve or sell alcohol beverages or wine to minors, not to permit the consumption of alcohol beverages or wine by minors, and not to permit over consumption of alcohol beverages or wine contrary to state law and local ordinances. alcohol beverages and wine may only be sold or served from 2 hours before a scheduled game or other authorized event until termination of the scheduled game or other authorized event. The LESSEE shall prohibit patrons from carrying onto the PREMISES any alcohol beverages or wine as defined in Sections 125.02 (1) and 125.02 (22) of the Wisconsin Statutes. The LESSEE shall not permit patrons to carry alcohol beverages or wine purchased at a concession outside of the area of the ballpark portion of the PREMISES which is reserved for patrons. The LESSEE shall not permit the consumption of alcohol beverages or wine within any parking area of the PREMISES or within any other parking area used by the LESSEE. Failure of the LESSEE to comply with state law and local ordinances regarding the sale of alcohol beverages or wine shall subject the LESSEE's license for the sale of alcohol beverages and wine to suspension, non-renewal, revocation or other discipline as provided by Chapter 10 of the Code of General Ordinances for the City of Kenosha.

5.7 FIREWORKS DISPLAYS. The LESSEE shall be permitted to conduct fireworks displays on the PREMISES at the conclusion of the LESSEE's scheduled baseball games. Fireworks displays shall not exceed 15 minutes in duration and fireworks salutes shall not be permitted. Fireworks displays shall not be permitted after 11:00 P.M. The LESSEE, at LESSEE's expense shall obtain all licenses, permits and approvals required to lawfully possess, use and display fireworks, including all CITY required licenses, permits and approvals, none of which are deemed granted under this Lease. The LESSEE shall comply with all federal, state and CITY laws, rules, regulations and ordinances regarding the possession, use and display of fireworks, including compliance with the CITY Noise Control ordinance and the CITY insurance requirements for fireworks displays. The LESSEE acknowledges that cell tower communications are located on the PREMISES. The LESSEE shall assume full responsibility and all liability for damage, interference or interruption of cell tower communications arising out of or in any way related to fireworks displays. The LESSEE shall indemnify and hold harmless the CITY from any claim by any person or entity for damage, interference or interruption of cell tower communications arising out of or in any way related to LESSEE's fireworks displays. Fireworks displays at any other event at the PREMISES shall only be permitted upon obtaining all required federal, state and CITY licenses, permits and approvals to lawfully possess, use and display fireworks and upon compliance with all of the provisions of this Article 5.7.

5.8 FIREWORKS INSURANCE. Any provider of fireworks displays at the PREMISES shall procure and maintain a policy of liability insurance issued by an insurance company authorized to do business in the State of Wisconsin, licensed by the Wisconsin Office of the Commissioner of Insurance and have an A.M. Best rating of A Class X or better. The policy

shall provide coverage for all services provided by the fireworks provider in any way related to the possession, use and display of fireworks in an amount not less than Five Million Dollars (\$5,000,000) per occurrence. The insurance shall provide coverage for all claims, damages, suits, injuries or expenses incurred as a result of any act or omission of the fireworks provider or any employee, independent contractor or agent of the fireworks provider in any way related to the possession, use or display of fireworks, as well as any defect or problem with any fireworks supplied or displayed by the fireworks provider.

5.9 PROOF OF FIREWORKS INSURANCE. The fireworks provider prior to any fireworks display, shall furnish a Certificate of Insurance indicating compliance with this Article 5 fireworks provisions including the naming of the CITY as an “additional insured,” and proof of payment of all premiums to the CITY for approval. The fireworks provider shall provide the CITY with an additional insured endorsement in a form acceptable to the CITY and the CITY’s insurer certifying that the CITY is an additional insured with respect to the insurance coverage required by this Article 5. At least thirty (30) days before the expiration date of any insurance policy required by this Article 5, the fireworks provider shall deliver to the CITY a copy of the renewal Certificate of Insurance, the policy and the additional insured endorsement. Within thirty (30) days after the premium on any insurance policy required by this Article 5 becomes due and payable, the fireworks provider shall provide satisfactory evidence of its payment to the CITY. The insurance policy shall contain a clause that in the event that any policy 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 change takes effect. A material change shall include but is not limited to, a change in policy amount, coverage or status of the insurer. If for any reason, the insurance coverage required by this Article 5 lapses or a material change is made to the policy, the lapse or material change shall be considered a material breach of this Lease resulting in the immediate termination of any fireworks displays at the PREMISES.

5.10 INCREASED COVERAGE. The CITY in consultation with the CITY’s insurer reserves the right to increase the liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the fireworks provider and the fireworks provider shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease resulting in the immediate termination of any fireworks displays at the PREMISES.

5.11 INDEMNITY, DEFENSE AND HOLD HARMLESS. The fireworks provider shall indemnify, defend and hold harmless the CITY, its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments settlement expenses and attorneys’ fees, which any of them may hereafter sustain, incur or be required to pay as a result of any operations, works, acts or omissions performed on the PREMISES by the fireworks provider, its officers, employees, contractors, subcontractors or agents, or resulting from the fireworks provider’s failure to perform or observe any of the terms, covenants and conditions of this Lease by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys’ fees caused or resulting from the negligent or intentional acts or omissions of the CITY, or any of its officers or employees. Upon the filing with the CITY of a claim for damages arising out of any incident(s) which the fireworks provider herein agrees to indemnify, defend and hold the CITY and others harmless, the CITY shall notify the fireworks provider of such claim, and in the event that the fireworks provider does not settle or

compromise such claim, then the fireworks provider shall undertake the legal defense of such claim both on behalf of the fireworks provider and the CITY. It is specifically agreed, however that the CITY, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the CITY or any of its officers or employees for any cause for which the fireworks provider is liable hereunder, shall be conclusive against the fireworks provider as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

5.12 LIVE MUSIC AND AMPLIFIED SOUND. The LESSEE shall be permitted to conduct live music concert events at the PREMISES which will involve the use of amplified sound. The LESSEE, at LESSEE's expense, shall obtain all licenses, permits and approvals required by the CITY to conduct live music concert events at the PREMISES. The LESSEE shall comply with all CITY ordinances applicable to the performance of live music including the performance of live music involving the use of amplified sound. The use of any amplified sound at the PREMISES regardless of the nature of the event at which amplified sound is used shall in all cases be subject to Chapter XXIII of the Code of General Ordinances for the City of Kenosha entitled "Noise Control". The LESSEE shall not admit patrons to a live music concert event in numbers exceeding the seating capacity as established by the City for such events.

5.13 TERMINATION OF EVENTS. No inning of any Northwoods League baseball games at the PREMISES shall be permitted to begin after 11:30 P.M. All other events at the PREMISES shall not be permitted to extend beyond 11:00 P.M.

5.14 PUBLIC SAFETY. The LESSEE shall not permit any use of the PREMISES which will create an unreasonable risk of life, personal injury or property loss or damage, or otherwise threaten or harm the public health, safety or welfare. The LESSEE shall coordinate with the CITY, including the Kenosha Police Department and Kenosha Fire Department to ensure that any use of the PREMISES adequately meets public safety requirements.

5.15 EVENT STAFFING. The LESSEE, at LESSEE's expense, shall be responsible for adequately staffing all events at the premises, including but not limited to, ushers, ticket sellers, scorekeepers, public address announcers, concession staff, security staff, field maintenance crew, parking attendants and cleaning crew. The LESSEE, at LESSEE's expense, shall provide security services at all events at the PREMISES necessary to protect patrons of the events, including any parking area outside used or controlled by the LESSEE outside the PREMISES. The LESSEE, at LESSEE's expense, shall provide traffic direction and control on Sheridan Road in the vicinity of the PREMISES for all events at the PREMISES. The LESSEE, at LESSEE's expense, shall be responsible for crowd control at all events at the PREMISES and will not admit patrons to any event in numbers exceeding the CITY approved seating capacity for the event. The LESSEE, at LESSEE's expense, shall be responsible for any additional staffing costs from any CITY agencies or departments based upon conditions of approval of any events at the PREMISES. The LESSEE acknowledges that the CITY, through the Kenosha Police Department, reserves the right to arrest and/or eject disorderly patrons from any event at the PREMISES.

ARTICLE 6 – PARKING

The LESSEE acknowledges that the existing parking facilities on the PREMISES

may be insufficient to accommodate LESSEE's use of the PREMISES. The LESSEE, at LESSEE's expense, shall provide additional off-street parking as may be required to accommodate the parking needs of patrons attending events at the PREMISES. The LESSEE acknowledges that the CITY may, from time to time, prohibit on-street parking on streets abutting and in the vicinity of the PREMISES during the time events are scheduled at the PREMISES.

ARTICLE 7 – CARE, MAINTENANCE AND REPAIR OF PREMISES

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

a. Keep the PREMISES, the IMPROVEMENTS and any personal property thereon, in a clean, neat and sanitary condition, free and clear of litter and debris.

b. Maintain the PREMISES and the IMPROVEMENTS and perform all repair work in accordance with applicable federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required. Maintenance of the PREMISES and the IMPROVEMENTS shall include but not be limited to the playing field, grandstands, bleachers and any other seating areas, dugouts, locker rooms, restrooms, clubhouse, office, press box, concession stands, outfield wall fences, playing field lights, scoreboard, public address system, public areas, parking area lighting, and all equipment, materials and supplies needed for same.

c. Maintain the playing field, including but not limited to, mowing, landscaping, fertilization, sodding, seeding, turf repair, infield mix, warning track, irrigation, dragging and lining the field for all games, and all equipment, materials and supplies needed for same.

d. Supply all equipment related to playing field use including all bases, batting cage, pitcher's screen and if needed an infield tarp.

e. Maintain and repair all utility, mechanical, electrical and other systems and equipment placed upon the PREMISES.

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

7.3 LESSEE'S FAILURE TO MAINTAIN. In the event the LESSEE fails to care for, maintain and repair the PREMISES or the IMPROVEMENTS within thirty (30) days following the receipt of written notice from the CITY describing the failure to care for, maintain

and repair and any demand for curative action, or in the event the LESSEE, upon commencement of curative action, fails to diligently continue to complete the curative action required by the CITY, the CITY may, at its option, and in addition to any remedies otherwise available to it, enter the PREMISES or the IMPROVEMENTS without such entering causing or constituting a cancellation of this Lease or an interference with the LESSEE'S possession, and care for, maintain or repair all or any part of the PREMISES or the IMPROVEMENTS which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the LESSEE shall pay the CITY, upon written demand, all sums incurred by the CITY to care for, maintain or repair the PREMISES or the IMPROVEMENTS together with interest at the rate of eighteen percent (18%) per year from the date of the CITY'S written demand for payment until paid. The LESSEE'S failure to pay the CITY, upon written demand, all sums incurred by the CITY plus interest pursuant to this Article 7.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22. Furthermore, should the CITY undertake any work hereunder, the LESSEE waives any claims for damages, consequential or otherwise, against the CITY as a result therefrom, except claims for damages arising from the CITY'S negligence. The foregoing shall in no way affect or alter the continuing obligations of the LESSEE as set forth in this Lease and shall not impose or be construed to impose upon the CITY any obligation to care for, maintain or repair the PREMISES or the IMPROVEMENTS.

ARTICLE 8 – ACCESS TO PREMISES

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

ARTICLE 9 – EASEMENTS, GROUND LEASES AND RESERVATIONS BY THE CITY

9.1 EASEMENT BETWEEN KENOSHA ACHIEVEMENT CENTER AND CITY. The LESSEE acknowledges that this Lease is subject to an easement between the Kenosha Achievement Center and the CITY recorded with the Kenosha County Register of Deeds on November 3, 1986 in Records Volume 1244 Pages 275-276 as document Number 765322. The LESSEE acknowledges that the LESSEE has been provided a copy of the Kenosha Achievement Center easement. The LESSEE acknowledges that the easement permits the CITY to construct and maintain a road to permit vehicular traffic access to the PREMISES as generally shown on attached Exhibit D. During the term of this Lease, the LESSEE shall have the non-exclusive right to use the easement to permit vehicular traffic access to the PREMISES. The LESSEE shall not use the easement in any manner contrary to the terms of the easement or which would jeopardize or threaten the loss of the easement from the Kenosha Achievement Center. During the term of this Lease, the LESSEE, at LESSEE'S expense, shall be responsible to maintain the easement to permit vehicular traffic access to the PREMISES. Failure of the LESSEE to comply with the provisions of this article 9.1 shall, at the CITY'S option, result in immediate termination of the LESSEE'S right to use the easement.

9.2 EASEMENT BETWEEN AMERITECH AND CITY. The LESSEE acknowledges that this Lease is subject to an exclusive easement for a communication vault

between Ameritech and the CITY dated December 23, 1998. The LESSEE acknowledges that the LESSEE had been provided a copy of the Ameritech easement. During the term of this Lease, the LESSEE shall not be permitted use of the easement without the consent of Ameritech. The LESSEE shall not interfere in any matter with the easement area described in the easement. The LESSEE shall not be entitled to any existing or future revenues payable to the CITY pursuant to the easement. The easement area is generally shown on attached Exhibit D.

9.3 GROUND LEASE BETWEEN CITY AND UNITED STATES CELLULAR OPERATING COMPANY OF KENOSHA. The LESSEE acknowledges that this Lease is subject to a ground lease and easement between the CITY and United States Cellular Operating Company of Kenosha, dated July 11, 2005 generally referred to the Simmons Field Ground Lease (Site No: 777331). The LESSEE acknowledges that the LESSEE has been provided a copy of the ground lease and easement for Site No. 777331. The LESSEE shall have no right to the use or enjoyment of the leasehold parcel and easement parcel which are collectively referred to as the “Premises” in the ground lease. The LESSEE shall not interfere in any manner with the “Premises” or the use of the “Premises” described in the ground lease. The LESSEE shall not be entitled to any existing or future revenues payable to the CITY pursuant to the ground lease. The leasehold parcel and easement parcel are generally shown on attached Exhibit D.

9.4 SITE LEASE BETWEEN CITY AND DENALI SPECTRUM OPERATIONS, LLC. The LESSEE acknowledges that this Lease is subject to a site lease and easement between the CITY and Denali Spectrum Operations, LLC dated by the parties on August 15, 2008 and August 19, 2008 respectively. The LESSEE acknowledges that the LESSEE has been provided a copy of the site lease and easement. The LESSEE shall have no right to the use or enjoyment of the “Premises” referred to in the site lease. The LESSEE shall not interfere in any manner with the “Premises” or the permitted use of the “Premises” described in the site lease. The LESSEE shall not be entitled to any existing or future revenues payable to the CITY pursuant to the site lease.

9.5 GROUND LEASE AND EASEMENT RESERVATION BY CITY. The CITY reserves the right to enter into future ground leases and easements for cell tower and antennae use on the PREMISES together with access easements relating thereto. The CITY shall retain all existing and future revenues from any such ground leases and easements.

ARTICLE 10 – GOVERNMENTAL REGULATIONS

10.1 The LESSEE agrees to observe and obey any and all applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the LESSEE'S officers, agents, employees, contractors, and suppliers to observe and obey the same. The CITY reserves the right to deny access to the PREMISES to the LESSEE or any person, party, firm or corporation that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

10.2 SAFETY. The LESSEE shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The LESSEE agrees to observe and obey all applicable federal, state and local safety related laws, rules or regulations with respect to use and operation of the PREMISES and

the IMPROVEMENTS and to require the LESSEE'S officers, agents, employees, contractors, and suppliers to obey the same. The CITY reserves the right to deny access to the PREMISES to the LESSEE or any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.

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

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

ARTICLE 11 – UTILITIES

The LESSEE shall pay for all utilities furnished to the PREMISES including, but not limited to, electric, gas, telephone, cable television, satellite, internet, sanitary sewer and water service. Unless otherwise required by WE Energy, the CITY requires all new utility pipes, wires and conduits to be underground. The LESSEE will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to and within the PREMISES. The LESSEE shall allow the providers of all utilities reasonable access to and within the boundaries of the PREMISES for the installation of utility service.

ARTICLE 12 - SIGNS

12.1 REGULATORY SIGNS. The LESSEE shall permit the CITY, at CITY's expense, to place such regulatory signs on the PREMISES and the IMPROVEMENTS as the CITY shall deem appropriate.

12.2 OTHER SIGNS. The LESSEE, at LESSEE's expense, shall be permitted to place signs on the PREMISES. The LESSEE, shall comply with all CITY ordinances regarding signs including Chapter XV of the Code of General Ordinances for the City of Kenosha entitled "Signs" as may be amended, repealed or recreated from time to time during the term of this Lease. The LESSEE agrees that all advertising signs shall comply with all federal, state and local laws and regulations with respect to the advertising matter to be displayed. The LESSEE shall indemnify and hold the CITY, its officers, officials and employees, harmless from any suits, claims, damages, costs, expenses or attorney fees arising in connection with false, defamatory, obscene or otherwise unlawful advertising material which advertising has been sold, ordered, posted or approved by the LESSEE or any other user of the PREMISES permitted by the LESSEE. The LESSEE agrees that all rights of advertisers shall end with the termination of this Lease and that this termination provision shall be contained in all agreements between the LESSEE and advertisers and between any other user of the PREMISES permitted by the LESSEE and their advertisers.

12.3 REMOVAL OF SIGNS. Upon termination of this Lease, the LESSEE shall remove all signs from the PREMISES and the IMPROVEMENTS in compliance with all CITY ordinances and shall restore the PREMISES and the IMPROVEMENTS to their original condition.

ARTICLE 13 - SANITATION

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

ARTICLE 14 - QUIET ENJOYMENT

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

ARTICLE 15 - RIGHTS OF ENTRY RESERVED

The CITY, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at CITY's expense, to install future utility, mechanical, electrical and other systems, and the right to enter upon the PREMISES or the IMPROVEMENTS, at all reasonable times to make such installations as may, in the opinion of the CITY, be necessary or advisable, provided, however, that in the exercise of such rights, the CITY shall not unreasonably interfere with the use and occupancy of the PREMISES or the IMPROVEMENTS by the LESSEE. It is specifically understood and agreed that the reservation of such rights by the CITY pursuant to this Article 15 shall not impose or be construed to impose upon the CITY an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the PREMISES or the IMPROVEMENTS, nor shall the LESSEE be relieved of any of LESSEE's obligations in Article 7.

ARTICLE 16 - INTERRUPTION IN USE OR ENJOYMENT

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

ARTICLE 17 - NATURAL DISASTER

The LESSEE'S obligations during the term of this Lease shall neither abate nor be suspended by virtue of any damage to the PREMISES or the IMPROVEMENTS resulting from any natural disaster.

ARTICLE 18 – LIABILITY INSURANCE

18.1 INSURANCE REQUIRED. The LESSEE shall procure and maintain during the TERM of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin, licensed by the Wisconsin Office of the Commissioner of Insurance, and have an A.M. Best rating of A Class X or better.

18.2 PROOF OF INSURANCE. The LESSEE, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 18 including the naming of the CITY as an “additional insured”, and proof of payment of all premiums to the CITY for approval. The LESSEE shall provide the CITY with an additional insured endorsement certifying that the CITY is an additional insured with respect to the insurance coverages required by this Article 18. At least thirty (30) days before the expiration date of any insurance policy required by this Article 18, the LESSEE shall deliver to the CITY a copy of the renewal Certificate of Insurance, the policy and the additional insured endorsement. Within thirty (30) days after the premium on any insurance policy required by this Article 18 becomes due and payable, the LESSEE shall provide satisfactory evidence of its payment to the CITY. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the CITY will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 18 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22 of this Lease.

18.3 INCREASED COVERAGE. The CITY in consultation with the CITY's insurer reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the LESSEE and the LESSEE shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22 of this Lease.

18.4 FAILURE TO MAINTAIN INSURANCE. In the event the LESSEE fails to furnish, deliver and maintain the insurance coverage as required in this Article 18, the CITY in addition to any other remedies available to it, may obtain such insurance coverage and charge the LESSEE for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the LESSEE to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22. The failure of the LESSEE to obtain and maintain the insurance required by this Article 18 shall not relieve the LESSEE from any liability under this Lease. The insurance requirements of this Article 18 shall not be construed to conflict with the obligations of the LESSEE in Article 20.

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

A. Commercial General Liability

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

or

\$2,000,000 Combined Single Limit (each accident)

having the following coverages:

Premises

Contractual Liability

Products and Completed Operations

Death and Personal Injury

B. Automobile Liability (any auto)

\$1,000,000 Bodily Injury (per person)
\$2,000,000 Bodily Injury (per accident)
\$500,000 Property Damage (per accident)

C. Liquor Liability

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

or

\$2,000,000 Combined Single Limit (each accident)

D. Worker's Compensation

Statutory Limits
\$100,000 Each Accident
\$100,000 Disease, Each Employee
\$500,000 Disease, Policy Limit

E. Umbrella Liability

\$4,000,000 Each Occurrence
\$4,000,000 General Aggregate

Umbrella liability coverage to be at least as broad as the underlying Commercial General Liability, Automobile Liability, Liquor Liability, Fireworks Liability, Statutory Liability and Employers Liability coverages.

ARTICLE 19 - INSURANCE OF IMPROVEMENTS

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

19.2 PROOF OF INSURANCE. The LESSEE, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 19 and proof of payment of all premiums to the CITY for approval. At least thirty (30) days before the expiration date of any insurance policy required by this Article 19, the LESSEE shall deliver to the CITY a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium of any insurance policy required by this Article 19 becomes due and payable, the LESSEE shall provide satisfactory evidence of the premium payment to the CITY. If for any reason the insurance coverage required by this Article 19 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22 of this Lease.

19.3 FAILURE TO MAINTAIN INSURANCE. In the event the LESSEE fails to furnish, deliver and maintain the insurance coverage as required in this Article 19, the CITY, in addition to any other remedies available to it, may obtain such insurance coverage and charge the LESSEE for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the LESSEE to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22 of this Lease. The failure of the LESSEE to obtain and maintain the insurance required by this Article 19 shall not relieve the LESSEE from any liability under this Lease. The insurance requirements of this Article 19 shall not be construed to conflict with the obligations of the LESSEE in Article 20.

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

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

19.6 RESTORATION OF PREMISES. In the event the LESSEE elects not to repair, replace or rebuild the damaged IMPROVEMENTS, the LESSEE shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original pre-Lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the LESSEE'S and the CITY'S unaccrued obligations hereunder shall cease. If the LESSEE does not elect to repair, replace or rebuild the damaged IMPROVEMENTS within the above referenced one hundred twenty (120) day period of time, the LESSEE shall be deemed to have elected not to repair, replace or rebuild the damaged IMPROVEMENTS, and if the damage is as a result of any operations, works, acts or omissions performed on the PREMISES or the IMPROVEMENTS by the LESSEE, its officers, employees, contractors, subcontractors, agents, invitees or permitted users, or resulting from the LESSEE's failure to perform or observe any of the

terms, covenants and conditions of this Lease, then the CITY may elect to restore the PREMISES and the IMPROVEMENTS to their original condition at the cost and expense of the LESSEE, whereupon this Lease shall be deemed terminated. If the LESSEE does not elect to repair, replace or rebuild the damaged IMPROVEMENTS within the above referenced one hundred twenty (120) day period of time, the LESSEE shall be deemed to have elected not to repair, replace or rebuild the damaged IMPROVEMENTS, and if the damage is other than as a result of the events described in the preceding sentence, then the CITY may elect to restore the PREMISES and IMPROVEMENTS to their original condition at the cost and expense of the CITY, whereupon this Lease shall be deemed terminated.

ARTICLE 20 – INDEMNITY, DEFENSE AND HOLD HARMLESS

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

ARTICLE 21 - ASSIGNMENT/SUBLEASE

With the prior written approval of the CITY, which approval shall not be unreasonably withheld, the LESSEE may assign or sublease all or a portion of this Lease. No other assignment or sublease is permitted without the prior written consent of the CITY. Any unauthorized assignment or sublease shall render this Lease null and void. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the LESSEE of any of its obligations hereunder in the event of breach or default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the LESSEE under this Lease.

ARTICLE 22 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the LESSEE to pay any of the sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Prior to termination of this Lease as provided for under this Article 22, the LESSEE shall have twenty (20) days following its receipt of written notice from the CITY to pay any of the sums due and owing under the terms and conditions of this Lease. Prior to termination of this Lease as provided for under this Article 22, the LESSEE shall have thirty (30) days following its receipt of written notice from the CITY to cure any other breach of the terms and conditions of this Lease to the satisfaction of the CITY. In the event the LESSEE fails to cure any breach within the time provided, the CITY, in addition to all other rights and remedies available to the CITY at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the PREMISES, remove all persons and property and operate the concessions, and the CITY shall not be liable for damages or otherwise by reason of such re-entry. The CITY shall be entitled to collect from the LESSEE all attorneys fees and expenses incurred by the CITY in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the CITY.

ARTICLE 23 – SURRENDER OF PREMISES

Upon the termination of this Lease for any reason, the LESSEE shall remove the LESSEE's personal property and the personal property of any other person claiming under the LESSEE and shall surrender the PREMISES and the IMPROVEMENTS to the CITY in as good order and condition as the PREMISES and IMPROVEMENTS are at the commencement of this Lease or as the PREMISES and IMPROVEMENTS may be improved by the CITY and the LESSEE, reasonable use and wear excepted. Personal property not removed by the LESSEE at the termination of this Lease shall be considered abandoned and the CITY may dispose of it as the CITY deems expedient. The LESSEE shall be responsible for reimbursing the CITY for all expenses incurred by the CITY in removing and disposing of the personal property together with all expenses incurred by the CITY for repairing any damage to the PREMISES and the IMPROVEMENTS upon LESSEE's surrender of the PREMISES.

ARTICLE 24 - EFFECT OF BANKRUPTCY OR INSOLVENCY

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

24.2 EFFECT OF BANKRUPTCY. Without limiting the generality of the provisions of the preceding Article 24.1, the LESSEE agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the LESSEE and if against the LESSEE, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the LESSEE is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the LESSEE is a party, with authority to take possession or control of the PREMISES or the IMPROVEMENTS of the

business conducted thereon by the LESSEE, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Article 24.1 shall be deemed to constitute a breach of this Lease by the LESSEE and shall, at the election of the CITY, but not otherwise, without notice or entry or other action of the CITY terminate this Lease and also all rights of the LESSEE under this Lease in and to the PREMISES and the IMPROVEMENTS and also all rights of any and all persons and parties claiming under the LESSEE.

ARTICLE 25 – NONDISCRIMINATION

The LESSEE agrees that no person shall be subjected to discrimination in the use of the PREMISES or the IMPROVEMENTS contrary to federal, state or local law, rule or regulation.

ARTICLE 26 – CONTRACTORS

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

ARTICLE 27 - BENEFITS

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

ARTICLE 28 – INTEGRATION

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

ARTICLE 29 - NONWAIVER OF RIGHTS

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

ARTICLE 30 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice the CITY or the LESSEE in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the CITY.

ARTICLE 31 - TIME IS OF THE ESSENCE

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

ARTICLE 32 - NOTICE

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

If to **LESSEE**:

BASEBALL LIKE IT OUGHTA BE, LLC
Attn: Vern Stenman, President
2920 N. Sherman Avenue
Madison, Wisconsin 53704

NORTHWOODS, LEAGUE, INC.
Attn: Richard R. Radatz, Jr., President
2900 4th Street SW
Rochester, Minnesota 55902

If to **CITY**:

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

With copies to:

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

Director of Public Works
City of Kenosha Municipal Building
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

ARTICLE 33 – AUTHORITY

The CITY enters into this Lease by authorization of action taken by the Board of Park Commissioners on the ____ day of _____, 2012, and by action taken by the Common Council on the ____ day of _____, 2012. This Lease is expressly conditioned upon the execution of such documents deemed necessary by the CITY to terminate the existing Lease for the PREMISES with Kenosha Unified School District No. 1 and the existing Sublease for the PREMISES between Kenosha Unified School District No. 1 and the Kenosha Post No. 21 of the American Legion. The LESSEE represents to the CITY that the LESSEE is a Wisconsin limited liability company in good standing and a Florida corporation in good standing and that all acts

which are a condition precedent entering into this Lease on behalf of Baseball Like It Oughta Be, LLC and Northwoods League, Inc. have timely taken place.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)
(SIGNATURES APPEAR ON THE FOLLOWING PAGE)**

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

BY: _____
KEITH G. BOSMAN, Mayor,
Date: _____

BY: _____
DEBRA SALAS
City Clerk/Treasurer
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2012, **KEITH G. BOSMAN, Mayor**, and **DEBRA 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 agreement of said municipal corporation, by its authority.

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

**BASEBALL LIKE IT OUGHTA BE, LLC
A Wisconsin Limited Liability Company**

BY: _____
STEVEN W. SCHMITT, Member

Date: _____

STATE OF WISCONSIN)
 :SS.
DANE COUNTY)

Personally came before me this _____ day of _____, 2012, **STEVEN W. SCHMITT**, to me known to be a Member of **BASEBALL LIKE IT OUGHTA BE, LLC** and acknowledged to me that he executed the foregoing instrument as the Agreement of said limited liability company, by its authority.

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

**Legal Description
For Simmons Athletic Field**

Kenosha County Tax Parcel 06-123-07-154-001

All of the land, excepting street right-of-way, contained in a Warranty Deed from Simmons Company to The City of Kenosha, recorded in Volume 301, Page 380-385, Document 295189 on May 8, 1947 with the Kenosha County Register of Deeds Office and being described therein as:

"Part of the northeast quarter of section number seven (7), in town number one (1) north, of range number twenty-three (23) east of the fourth principal meridian, and particularly described as follows, to wit: Commence at the point on the east line of Sheridan Road (so-called), which is one thousand twenty-five (1025) feet north of the south line of said quarter section, and which point is also the southwest corner of the parcel of land conveyed to the party of the first part herein by deed of conveyance recorded in the office of the register of deeds for Kenosha county, Wisconsin, in volume 93 of Deeds, on page 84; thence east, parallel with the south line of said quarter section five hundred twenty (520) feet; thence north parallel with the east line of Sheridan Road four hundred fifty (450) feet; thence west parallel with the south line of said quarter section to the east line of Sheridan Road and to a point which is four hundred fifty (450) feet north of the place of beginning; thence south along the east line of Sheridan Road four hundred fifty (450) feet to the point of beginning, and lying and being in the city of Kenosha, county of Kenosha and state of Wisconsin."

ALSO;

All of the land, excepting street right-of-way, contained in a Warranty Deed from Charles A. Lepp, Trustee to The City of Kenosha, recorded in Volume 494, Page 212-213, Document 397259 on October 3, 1958 with the Kenosha County Register of Deeds Office and being described therein as:

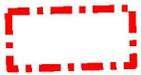
"Part of the Northeast Quarter of Section Seven (7), Town One (1) North, Range Twenty-three (23) East of the Fourth Principal Meridian, and more particularly described as follows: Beginning at a point on the West line of said Quarter Section which point is 1475.00 feet North, as measured along and upon said West line, of the South line of said Quarter Section; thence North, along and upon said West line of said Northeast Quarter Section, 40.02 feet; thence South 88° - 02' East, 637.29 feet; thence South 10° - 25' East, 501.40 feet along and upon the West line of the Chicago and North Western Railway Company Right-of-Way; thence North 88° - 02' West, 208.00 feet; thence North 450.00 feet; thence North 88° - 02' West, 520.00 feet and to the point of beginning, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin."

The above all being subject to easements and restrictions of record.

| BASEBALL LIKE IT OUGHTA BE FUNDED PROJECTS | |
|--|------------------|
| Simmons Field Improvements | |
| Project: | Cost: |
| Phase 1 | |
| Demolition | \$25,000 |
| Concession Stand Upgrades | \$24,860 |
| Merchandise Stand buildout in clubhouse bldg | \$13,465 |
| Office building/ ticket booth exterior updates | \$8,250 |
| Netting reconstruction | \$5,000 |
| Stain stamped concrete brick wall | \$5,000 |
| Install & provide 4 top tables | \$18,700 |
| Grandstand (seat install, aesthetic work, sandblasting, etc) | \$61,687 |
| Design costs | \$15,000 |
| Phase 1 total: | \$176,962 |
| Phase 2 (by May 1 2014) | |
| Outfield fence - cover with plywood | \$10,000 |
| Field Updating and Maintenance | \$10,000 |
| Scoreboard | \$10,000 |
| Painting | \$8,250 |
| Concessions Updgrades | \$35,140 |
| Total Cost: | \$250,352 |

| |
|---|
| CITY OF KENOSHA FUNDED PROJECTS - \$750,000 Budget Simmons Field Improvements |
| Project: |
| Phase 1 |
| Purchase 1,880 Camden Yards Stadium Seats |
| 30" tall stamped concrete field perimeter fence |
| 30" tall vinyl coated chain link field perimeter fence |
| 2 New Dugouts |
| Four top table seating surface - two tiers & site concrete work |
| Stadium Light Upgrade/repair |
| |
| Phase 2 |
| New Grandstands - 1b & 3b side concrete bleachers - 1,400 seats |
| Site Concrete/install red brick pavers for walkways |
| Main Entrance |
| Back Entrance |
| 1B exterior fence |
| 3b side exterior fence |
| |
| Contingency Items: |
| <i>To be executed if the entire \$750,000 budget isn't spent on above items.</i> |
| Right field berm |
| Design Costs |
| Cupholders |
| Landscaping work |
| Digital Secondary Scoreboard |

Vicinity Map
Simmons Athletic Field



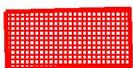
Property Boundary



Ameritech Easement Area

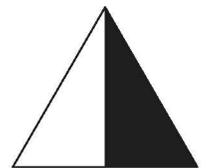


Kenosha Achievement Center Easement Area



U.S. Cellular Easement Area

NORTH



**FIRST AMENDMENT TO
JANITORIAL SERVICES AGREEMENT
MUNICIPAL OFFICE BUILDING
Dated February 25, 2010**

By And Between

**THE CITY OF KENOSHA, WISCONSIN
A Municipal Corporation,
[Through Its Department of Public Works]**

And

**PIONEER COMMERCIAL CLEANING,
A Sole Proprietorship**

WHEREAS, on February 25, 2010, the parties hereto entered into an agreement ("**AGREEMENT**"), wherein **PIONEER COMMERCIAL CLEANING ("CONTRACTOR")** agreed to provide janitorial services to **CITY OF KENOSHA ("CITY")**:

WHEREAS, the parties hereto desire to amend the **AGREEMENT** as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **EXTENSION**. The term of the **AGREEMENT** shall be extended for an additional two year period expiring on December 31, 2014.
2. **COMPENSATION**. The monthly compensation due **CONTRACTOR** in Section 4 of the **AGREEMENT** shall be increased to Three Thousand Six Hundred Twenty-Six (\$3,626.00) Dollars per full calendar month for the period January 1, 2013 through December 31, 2013; and Three Thousand Seven Hundred Thirty-Five (\$3,735.00) Dollars per full calendar month for the period January 1, 2014 through December 31, 2014. In addition, an hourly rate of Eleven and 25/100th (\$11.25) Dollars shall be paid to **CONTRACTOR** in the event any meeting continues past 11:30 P.M., which requires **CONTRACTOR** to stay, clean the meeting room, secure meeting room and building before departure from the building.
3. **BALANCE OF AGREEMENT**. The remaining terms of the **AGREEMENT** shall remain unchanged.
4. **COUNTERPARTS**. The parties hereto acknowledge that this Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates below given.

CITY OF KENOSHA, WISCONSIN
A Municipal Corporation, through its
Department of Public Works

BY: _____
MICHAEL LEMENS
Director of Department of Public Works
DATE: _____

BY: _____
CAROL L. STANCATO
Director of Department of Finance
DATE: _____

STATE OF WISCONSIN)
 : SS.
COUNTY OF KENOSHA)

Personally came before me this ____day of _____, 20____, **MICHAEL LEMENS, Director of Public Works**, and **CAROL L. STANCATO, Director of Finance**, of the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, to me known to be such Director of Public Works and Director of Finance of said corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

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

CONTRACTOR:

**PIONEER COMMERCIAL CLEANING,
A Sole Proprietorship**

BY: _____
Dale LeRose, Sole Proprietor
DATE: _____

STATE OF WISCONSIN)
 : SS.
COUNTY OF KENOSHA)

Personally came before me this ____day of _____, 20____, **DALE LeROSE**, of **PIONEER COMMERCIAL CLEANING**, a sole proprietorship, to me known to be such sole proprietor of said **PIONEER COMMERCIAL CLEANING**, and acknowledged to me that he executed the foregoing instrument as such sole proprietor.

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

Planning & Zoning

Community Development

262.653.4030
262.653.4045 FAX
Room 308



Building Inspections

Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

TO: Members of the Finance Committee

FROM: Rich Schroeder, Deputy Director
Department of Community Development and Inspections

SUBJECT: Request from Steve Marovich, Harbor Park Condominiums, To Rescind All or a Portion of the Permit Fees Plus Penalty Fees for Work Started Without Permits at 301-341 54th Street

DATE: December 12, 2012

The applicant has requested a refund of both the permit fee for porches constructed at Harbor Park and the penalty fees for work done without a permit in the total amount of \$3,240.00.

As indicated in the applicant's letter, Harbor Park did repair work on porches without obtaining any City permits.

Per Chapter 9.07 C of the Code of General Ordinances, the inspector is required to double the permit fees for all work started without a permit. Penalty fees were applied to the applicable permits.

The City requires that a separate permit be obtained for each porch constructed regardless of the zoning or property use. In addition, the development is a condominium and a separate porch permit is required for each parcel/address.

The applicant has obtained eleven (11) porch permits. A penalty was assessed to seven of these permits, as work was started on these units/addresses with permits.

The following is a break-down on the permit fees collected:

- x Eleven (11) permits issued at a cost of \$180.00 each. Total permit fees: \$1,980.00
- x Penalty fee of \$180.00 was applied to each of the seven (7) permits where work was commenced without a permit. Total penalty fees: \$1,260.00

The construction issues that are noted were previously addressed by the City. Although staff understands the Association's concerns, the issues are between the developer and the Association.

RPS/saz
Attachments

City of Kenosha
Department of Community Development & Inspections
625 52nd Street, Kenosha, Wisconsin

Appeal Form

Property Address: 301-341 54th Street Date: 12-12-12

Appeal is for: Special Assessment Reinspection Fee Board-up Fee Penalty Fee
 Other Building Permit

Amount: \$3,240

Property Owner: Harbor Park Parcel Condominium Association

Petitioner: Steve Marovich, President

Mailing Address: 317 54th Street Kenosha, WI 53140

Home Phone Number: 262-551-5547 Daytime Phone Number: Same

E-mail Address: stevemarovich@tds.net

Reason for Appeal (if more space is needed, please attach information to this form):

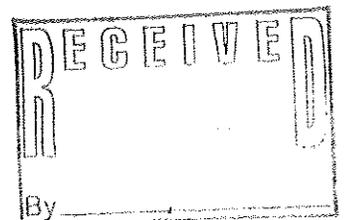
Attached

Petitioner's Signature: 



BINFORMS/AppealForm

Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254



Steve Marovich, President
Harbor Park Parcel C Condominium Association
317 54th Street
Kenosha, WI 53140
262-551-5547
stevemarovich@tds.net

November 12, 2012

Finance Committee
City of Kenosha Common Council
625 52nd Street
Kenosha, WI 53140

Dear Aldermen:

We would like to appeal a portion of the building fees for a recent project at Harbor Park Parcel C. We refer to the 300 block of 54th Street, sometimes referred to as building 8 or the T-11 building within that parcel. This is a block of adjoining townhouses. The Kenosha Department of Community Development and Inspections has assessed us \$3,240 for 11 permits in connection with stair replacement of for 301-341 54th Street. Eight-of-11 porches had been completed prior to a recent stop-work order.

We'd like to give you a brief history of the issues with this building. Shortly after New England Builders completed work on the building in 2003, we began to notice significant settling of the front porches, as well as deteriorating trim wood on those porches. While still under a one-year warranty, New England Builders did some remedial work on these issues. Subsequent to the expiration of the warranty, the problems re-surfaced.

The issues with the wood were pretty easy to identify. While the state-approved plans, and we have a copy of those plans, called by a composite-wood product known as Muratec® to be used as trim, New England Builders substituted untreated pine. Major portions of the front steps, including the railings, were attached directly to this inferior product. Naturally, as the pine rotted, which didn't take long, the railings became unstable. Simultaneously, all 11 porches continued to settle, with the worst of them leaning over five degrees toward the sidewalk.

In 2008, the Parcel C board commissioned an engineering study by Wiss Janney Elstner Associates from Northbrook, Ill., to determine a course of action for repair. That study concluded that the front porches were constructed on loose fill that was not compacted.

In early-2009, several of our homeowners filed complaints with the Wisconsin Department of Commerce's Safety and Buildings Division. Betty Wiese conducted an inspection of the property, agreed with our findings, but referred the matter to the city and its inspectors.

We wrote Mayor Keith Bosman in both June 2009 and October 2009 regarding these problems. The city's final response, from Building Inspection Division Supervisor Nick Torcivia, was that soil was stable when the foundations were poured, and that all the structural elements on the porches used pressure-treated lumber.

We reject the second finding, and we can prove it. The handrails were attached, not to pressure-treated lumber, but to untreated pine. This is a significant safety issue that our board is obligated to address. These porches were NOT done to code by New England Builders.

With regard to the fill, subsequent investigation on our part has revealed a strong likelihood, and one that we also feel we can prove, that the fill was disrupted after the city's foundation inspection. This disruption was probably part of the installation of the sewer system.

Early this summer, we set out to correct both of these problems, once and for all. We corrected, permanently, the tilting of the porches. As a result of that correction, the existing stairs were no longer safe or even usable. We hired a licensed crew of carpenters to replace all 11 sets of stairs.

We did not seek a permit for this work, and we accept responsibility for that. Based on the city's complete indifference to our problems in 2009, we assumed that they might allow us to live and let live. In October, the Kenosha Department of Community Development and Inspections issued a stop-work order, and subsequently, told us that we need 11 separate permits, one for each townhouse.

We have a great deal of difficulty understanding the logic of this. Under Wisconsin law, any portion of condominium outside of the actual unit, such as a driveway, a roof or a porch, is considered a common element and the legal responsibility, not of the unit owner, but of the board of directors. We see this project not being any different than a roof replacement, in that no unit owner can make a repair to a common element on their own, nor can they opt out after the board has approved such a repair. The board is the only responsible legal party. This is quite clear in our by-laws and probably common for condominiums everywhere.

To conclude, we would like to appeal your sense of what's fair. We ask you to consider the following:

- Allow the Parcel C board to re-open the New England Builders building permit, dated July 18, 2002, since their work on the porches was not done to code. We would agree to pay any reasonable fee associated with re-opening an old permit.
- Allow us to complete the work on the three-remaining porches under one permit for the entire block. Under either scenario, we would also agree to pay a reasonable fine for our failure to request a permit. Having said that, it doesn't seem fair to penalize eight homeowners \$180 each for a decision that was made on their behalf by the board.

Our goals should be the same. This board is committed to the safety of its residents and their guests. We can debate how conscientious New England Builders was in regard to that, but it's left to us, the homeowners and the city, to make this right. We are taking on a considerable expense to correct work that was done improperly and not supervised very well by the city. We keep hearing that this project is one of Kenosha's "crown jewels." Let us keep it that way. In the end, all we're asking is you help to correct this problem without adding an additional, and unnecessary in our view, financial burden to the homeowners.

We look forward to an opportunity to meet with the Common Council Finance Committee about this appeal.

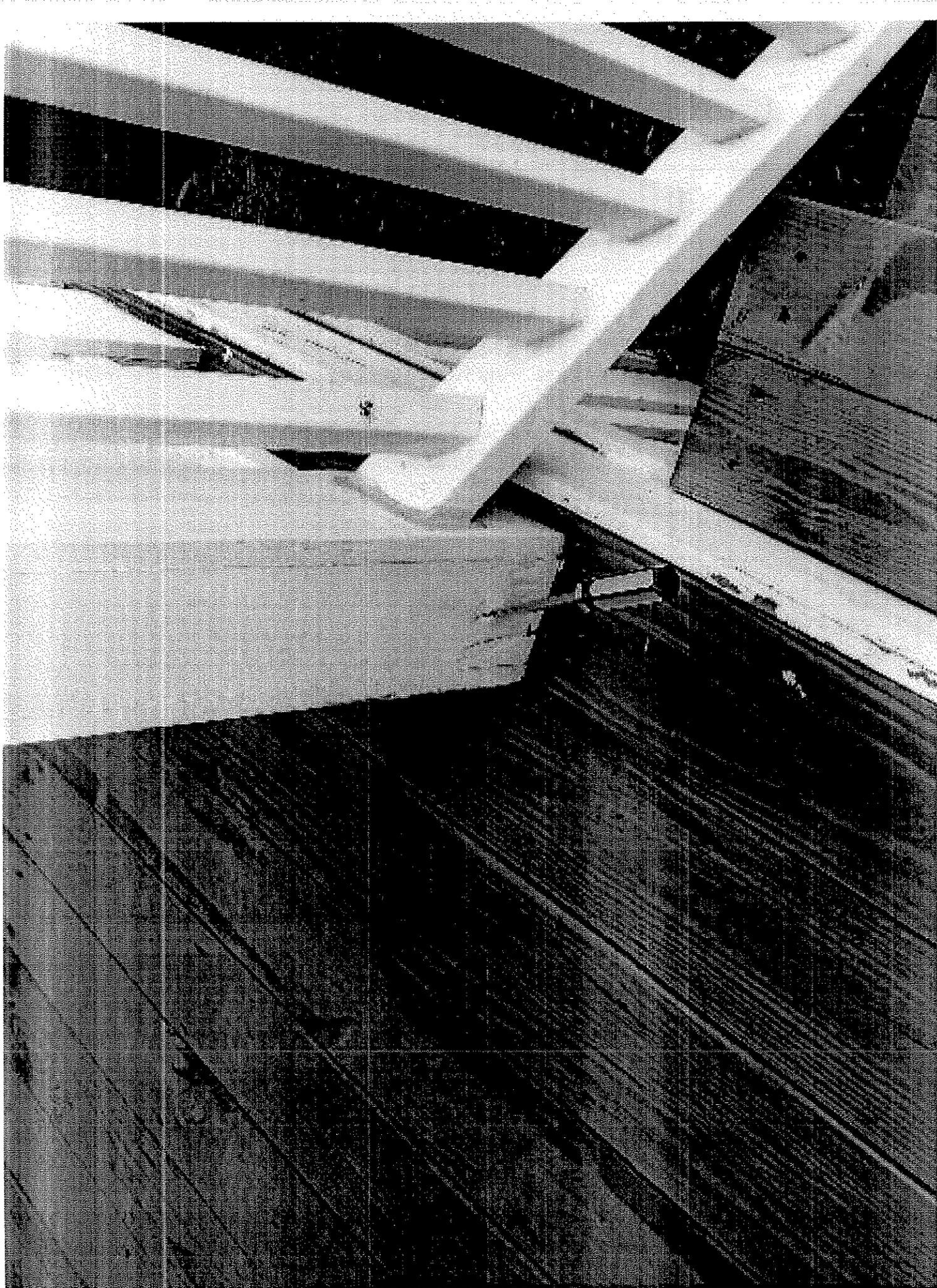
Regards,

A handwritten signature in black ink, appearing to read "Steve Marovich". The signature is fluid and cursive, written over a light blue horizontal line.

Steve Marovich, President/Secretary
Harbor Park Parcel C Condominium Board



B O L L O M



Bottom

CODE OF GENERAL ORDINANCES, 2012 - KENOSHA, WISCONSIN

charges, or special taxes with respect to the real property upon which the Work will be performed. If in the opinion of the Director of the Department of Community Development and Inspections, the permit is required to resolve a condition of imminent danger to public health, safety and welfare, the Director may waive this condition of issuance. If there is a waiver of the conditions of issuance, the Director of the Department of Community Development and Inspections shall notify the Committee of Public Safety and Welfare within 30 days of the waiver.

9.07 FEES

A. Fees. The Common Council shall, from time to time, by Resolution, establish fees for the following Permits, reviews, inspections and services provided by the Department of Community Development and Inspections.

Residential Building, Addition and Alteration
Commercial Building, Addition and Alteration
Accessory Building
Electrical
Plumbing
Heating, Ventilating and Air Conditioning
Plan Reviews
Razings
Moving of Buildings
Street Occupancy
Swimming Pools and Hot Tubs
Signs
Fences
Occupancy
Reinspection
Penalty

B. Payment of Fees. A Permit shall not be valid until such time that the fees required by this Code have been paid.

C. Work Started Without Permit. When a Permit is required by this Code and Work is started prior to obtaining such Permit, the fees required shall be doubled. For the second offense within a twelve (12) month period, starting Work prior to obtaining a Permit, the fee shall be quintupled. For the third such offense within a twelve (12) month period, in addition to the penalties listed above, the Code Official may bar such contractor from Work in the City for a period of one (1) year from the completion date of the project which resulted in the third offense. The payment of such doubled or quintupled fee shall not relieve any Person from complying with the requirements of this Code, nor from any penalties proscribed herein.

D. Permit Fee Waiver For a Porch or Deck. A Permit fee waiver for a porch or deck may be granted to a property owner who has received an "Order To Repair" from the Department as a result of a Systematic Housing Program Inspection subject to the value of the repairs being less than Two Hundred (\$200.00) Dollars.

E. Impact Fees. The issuance of a Permit shall be conditioned upon the developer paying Impact Fees imposed in accordance with **Chapter 35** of the Code of General Ordinances.

F. Reinspection Fees. A Reinspection Fee may be assessed when any of the following occur:

1. An inspection is requested by the owner, owner's agent or contractor, and the Work is not completed.
2. An inspection is requested by the owner, owner's agent or contractor and there is no access to the Premises.



DEPARTMENT OF
NEIGHBORHOOD SERVICES
AND
INSPECTIONS

JAMES M. SCHULTZ
Director

Building Inspection

Property Maintenance

Zoning Enforcement

December 9, 2009

Mr. Steven Marovich
317 54th Street
Kenosha, WI 53140

Dear Mr. Marovich:

SUBJECT: Various Complaints/Concerns – HarborPark Development

This letter is in response to your October 8, 2009, letter to Mayor Keith Bosman. The concerns brought to my attention earlier this year were all similar in nature; i.e., the use of untreated lumber on the porches and decks, settling of porches and decks, and poor construction and design methods. Subsequent to these complaints, I conducted an investigation on July 18, 2009, which included on-premise reviews of the properties; the results were addressed in a letter dated August 4, 2009. After reviewing your letter to Mayor Bosman, the decision was made to re-evaluate the situation by conducting another on-premise review on October 21, 2009, and to review certain documents available to me regarding the transfer of property to New England Builders. The following are my findings:

Construction Plan Review and Approval:

Initial plan reviews were conducted by the Wisconsin Department of Commerce, Safety and Buildings Division on April 19, 2002. These plan reviews would have included review and approval of engineered fill for the site, and engineered design for all caissons, footings, foundations, and all structural, HVAC, and plumbing components. Any files, records or plans, or documentation required to be submitted would be on file with the Wisconsin Department of Commerce Safety and Buildings Division.

The plans were reviewed and approved under the pre-2002 Wisconsin Commercial Building Code, and were not subject to the adopted International Building Code (IBC) which went into effect on July 1, 2002.

Local Permits and Inspections:

Construction permits for Building #9 were issued by the City of Kenosha (footing/foundation on June 24, 2002; building permit on July 18, 2002); permits for Building #8 were issued by the City of Kenosha (footing/foundation on June 24, 2002; building permit on July 18, 2002).

All compliance inspections were done in accordance with applicable Department of Commerce and City of Kenosha rules and regulations. As a result of those inspections, a Certificate of Occupancy was issued.

Complainants' Concerns/City Comments: (The areas of concern brought to my attention)

- 1) **Use of untreated lumber on the front porches.** All structural lumber used on the porches is pressure-treated lumber. The exterior trim and cladding appear to be pine and jointed plywood, and has been painted. Some decay and rot was noted on areas of non-structural trim, but in no case was rot or deterioration noted on structural members. COMM 53.63, which addresses decay prevention of structural wood columns and posts, states that they must bear on concrete or other non-organic material, unless treated. No reference is made to non-structural or decorative trim. This finding has been verified by the Department of Commerce Safety and Buildings Division.
- 2) **New England Builders, with either the approval or the acquiescence of the City of Kenosha, substituted untreated, unprimed pine and fingerboard for most of the front porch construction.** All structural members of the porches are indeed pressure-treated lumber. The trim and decorative cladding are of pine and finger board construction; however, since these are non-structural, they do not require re-submittal or approval from the Department of Commerce, Safety and Buildings Division, or the City of Kenosha.
- 3) **Settling of front porches.** No noticeable settling was evident on my July 18, 2009, inspection of the site. All porches are supported on 4' deep, 12" wide post hole footings. On my October 21, 2009, inspection of the site, there was some minor settling observed at 341 54th Street, (Building #8). At 301 54th Street, (also Building #8), the porch has a roof over it, supported at the north and south ends of the porch. The northern portion of the porch shows distinct evidence of sinking. The post hole footing underneath the support seems to have sunk several inches. The vertical support remains on the footing; however, the sinking has caused it to shift off center of the post hole footing. The question was raised that there seemed to be a portion of the east side of the porch that was not supported on any type of footing. There is a post hole footing located there on which nothing bears. The floor of the porch on the east side is supported on north and south ends, and in the center of the porch. The center post hole footing is 4" to 6" from the vacant post hole footing. There is no failure at any of these points. The failure is located at the north post hole footing supporting the north portion of the porch roof.
- 4) **Poor design and construction methods.** Plans were approved by the Wisconsin Department of Commerce, Safety and Buildings Division, and were permitted, inspected and approved in accordance with all applicable building and mechanical codes.

- 5) **The buildings in the project have been placed on unstable soil.** The Plan review design criteria outlined in COMM 53 states that no foundation of buildings or structures shall be placed on unprepared fill, organic soil, or mud unless evidence has been presented to the department (Safety and Buildings), showing that the proposed load will be adequately supported. Also, in COMM 53, it is stated that presumptive soil-bearing capacities shall be met, and that the designer shall submit verification of the presumptive soil bearing capacity if so requested by the department (Safety and Buildings). At the time of footing inspections, there was no indication of organic material, unprepared fill, or mud on the site which would indicate anything other than compliant site conditions for construction.

- 6) **The perception that the City of Kenosha was responsible for soil testing, soil compaction, and site preparation for construction.** A discussion with the City Engineer indicated that the extent of the City's responsibility was to remove existing foundations, and to cap and fill the site prior to the site being transferred to New England Builders for development. Soil compaction activities took place after the transfer of the property. A discussion with the Director of City Development indicated that there was no agreement in place requiring the City of Kenosha to prepare the site for construction by performing soil-bearing testing or compaction of any type, prior to ownership of the property by New England Builders. Contractual language indicates that the City of Kenosha notified New England Builders of existing soil conditions prior to the exchange of the property, and language in the contract also indicates that the responsibility for soil testing, compaction, and site preparation for construction, is the responsibility of the buyer (New England Builders). The contract also contains language indemnifying the seller from any suits, claims, or actions pursuant to the condition of the property once the sale is complete.

- 7) **The perception that Geotechnology, Inc., performed soil testing and soil-bearing capacity testing for the City of Kenosha.** A discussion with Geotechnology, Inc., indicated that they did not contract with the City of Kenosha to perform soil testing or soil-bearing capacity testing for any of these sites.

Summary:

When each of the buildings in the HarborPark Development were constructed and inspected, all required inspections were conducted and approved by Wisconsin Department of Commerce, Safety and Buildings Division certified inspectors, employed by the City of Kenosha, from placement of footings forms (prior to pouring concrete) through foundation forming (prior to pouring concrete), and including all rough-in and final stages of carpentry, plumbing, electric, heating and cooling.

Steven Marovich
December 9, 2009
Page Four

At the time of final occupancy approval, the subject buildings were in compliance with all applicable State and City code requirements, including City of Kenosha zoning requirements. Upon re-inspecting the building sites in 2009 after receiving several complaints, there is no evidence that the structural integrity of any principle structure has been compromised, only evidence of one porch roof support sinking several inches (301 54th Street).

The City of Kenosha did not engage Geotechnology, Inc. to perform soil testing or soil-bearing capacity testing. There is no documentation available that indicates that the City of Kenosha was responsible for the soil testing and soil compaction practices required to meet the minimum soil bearing capacity as defined by the Wisconsin Commercial Building Code.

Any perceived deficiencies in workmanship, non-structural lumber or soil conditions at time of construction should be pursued through the building contractor, designer or architectural firm involved in the construction of the building(s).

If you have any questions, please contact me.

Sincerely,

DEPARTMENT OF NEIGHBORHOOD
SERVICES AND INSPECTIONS



Nick Torcivia, Supervisor
Building Inspection Division

NT:kah

c: Keith G. Bosman, Mayor
Frank J. Pacetti, City Administrator
James M. Schultz, Director
Ed Antaramian, City Attorney

11/12/12
15:50
HOINQ4
REV. 3.1

COMMUNITY DEVELOPMENT & INSPECTIONS
POST PERMIT PROCESSING PRINT

FOR PERMIT# 153156 - PROJ. ADDR. 00301 054S

STATUS: WI WKS TYPE: PODE DATE ENTERED: 10/12/12 LAST CHANGE: HGAILR
 LOC. DESCR: STAIRS, HNDRAIL WTR PERM #: 00000 11/07/12
 DESC2: & GRDRAIL-FRONT PRINT NOTE: Y 1ST NOTE: 10/18/12 09:23
 ISSUE DATE: 11/07/12 PARCEL#: 12223326200280 2ND NOTE: 10/26/12 ACT: RCP
 3RD NOTE:
 OWNER: HARBORPARK ASSOCIATION CONTRACTOR: OSHEA CONSTRUCTION
 317 54TH STREET 6634 20TH AVENUE
 ATTN: STEVE MAROVICH KENOSHA, WI 53143
 KENOSHA, WI 53140 (937) 564-2406
 (262) 551-5547 GENL BCR#648696

Estimated cost 700 _____ Electric? _____
 Comments _____ Comments _____
 Corner Lot YES _____
 Size 36" _____ by 36" _____ Height 36" _____
 Front 6' _____ Rear - _____ Left - _____ Right - _____
 Open porch _____ Deck _____
 Jump platform _____ Stairs X _____
 Handrail X _____ Guardrail X _____ Repair only _____
 Locaton: Front/Side/Rear FRONT _____ 1F/2F/MF/COMM MULTIFAM
 Plan File # SCANNED _____ Zoning RM-2 _____
 OCCO/OCRE _____ Zoning Review PAB _____

RECEIPT#097577 \$3,240.00 CHECK# 1068 BY: MAROVICH, 11/07/12 HGAILR

| FEE DESC..... | RATE | QTY | PEN | AMT | FEE DESC..... | RATE | QTY | PEN | AMT |
|-------------------|-------|-----|-----|----------|------------------------|-------|-----|-----|--------|
| 08 RESID.MIN. | 60.00 | 1 | | 60.00 | 700 COMM.SQFT. | .50 | | | |
| 23 PLRV-ZONIN | 60.00 | 1 | | 60.00 | 603 PLRV-PODE | 60.00 | 1 | | 60.00 |
| TOTAL FEE AMOUNT: | | | | \$180.00 | INCLUDING PENALTY AMT: | | | | \$0.00 |
| | | | | | CODE: | | | | |

NSP. DATE: DESC. PASS FAIL COMMENT
 AB 10/15/12 _____ PROCESSED 8:29 BY BLISE TO RH BIN
 DH 10/17/12 _____ TO GAIL TO FEE @ 3:55

AUTHORIZED SIGNATURE _____ DATE _____
 FOR OFFICIAL USE ONLY IF SIGNED BY COMMUNITY DEVELOPMENT & INSPECTIONS PERSONNEL

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15:51
HOINQ4
REV. 3.1

COMMUNITY DEVELOPMENT & INSPECTIONS
POST PERMIT PROCESSING PRINT

FOR PERMIT# 153161 - PROJ. ADDR. 00341 054S

STATUS: WI WKS TYPE: PODE DATE ENTERED: 10/12/12 LAST CHANGE: HGAILR
 LOC. DESCR: STAIRS, HNDRAIL WTR PERM #: 00000 11/07/12
 DESC2: & GRDRAIL-FRONT PRINT NOTE: Y 1ST NOTE: 10/18/12 09:24
 ISSUE DATE: 11/07/12 PARCEL#:12223323200180 2ND NOTE: 10/26/12 ACT: RCP
 3RD NOTE:
 OWNER: HARBORPARK ASSOCIATION CONTRACTOR: OSHEA CONSTRUCTION
 317 54TH STREET 6634 20TH AVENUE
 ATTN: STEVE MAROVICH KENOSHA, WI 53143
 KENOSHA, WI 53140 (937) 564-2406
 (262) 551-5547 GENL BCR#648696

Estimated cost 700 _____ Electric? _____
 Comments _____ Comments _____
 Corner Lot YES _____
 Size 36" _____ by 36" _____ Height 36" _____
 Front 6' _____ Rear - _____ Left - _____ Right - _____
 Open porch _____ Deck _____
 Jump platform _____ Stairs X _____
 Handrail X _____ Guardrail X _____ Repair only _____
 Locaton: Front/Side/Rear FRONT _____ 1F/2F/MF/COMM MULTIFAM
 Plan File # SCANNED Zoning RM-2 _____
 OCCO/OCRE _____ Zoning Review PAB _____

RECEIPT#097577 \$3,240.00 CHECK# 1068 BY: MAROVICH, 11/07/12 HGAILR

| FEE | DESC..... | RATE | QTY | PEN | AMT | FEE | DESC..... | RATE | QTY | PEN | AMT |
|-------------------|------------|-------|-----|-----|----------|------------------------|------------|-------|-----|-----|--------|
| 08 | RESID.MIN. | 60.00 | 1 | | 60.00 | 700 | COMM.SQFT. | .50 | | | |
| 23 | PLRV-ZONIN | 60.00 | 1 | | 60.00 | 603 | PLRV-PODE | 60.00 | 1 | | 60.00 |
| TOTAL FEE AMOUNT: | | | | | \$180.00 | INCLUDING PENALTY AMT: | | | | | \$0.00 |
| | | | | | | | | | | | CODE: |

INSP. DATE: DESC. PASS FAIL COMMENT
 PAB 10/15/12 _____ PROCESSED 8:32 BY BLISE TO RH BIN
 RDH 10/17/12 _____ TO GAIL TO FEE @ 3:55

AUTHORIZED SIGNATURE _____ DATE _____
 FOR OFFICIAL USE ONLY IF SIGNED BY COMMUNITY DEVELOPMENT & INSPECTIONS PERSONNEL

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COMMUNITY DEVELOPMENT & INSPECTIONS
POST PERMIT PROCESSING PRINT

PAGE 1

FOR PERMIT# 153158 - PROJ. ADDR. 00309 054S

STATUS: WI WKS TYPE: PODE DATE ENTERED: 10/12/12 LAST CHANGE: HGAILR
LOC. DESCR: STAIRS, HNDRAIL WTR PERM #: 00000 11/07/12
DESC2: & GRDRAIL-FRONT PRINT NOTE: Y 1ST NOTE: 10/18/12 09:24
ISSUE DATE: 11/07/12 PARCEL#:12223323200260 2ND NOTE: 10/26/12 ACT: RCP
3RD NOTE:
OWNER: HARBORPARK ASSOCIATION CONTRACTOR: OSHEA CONSTRUCTION
317 54TH STREET 6634 20TH AVENUE
ATTN: STEVE MAROVICH KENOSHA, WI 53143
KENOSHA, WI 53140 (937) 564-2406
(262) 551-5547 GENL BCR#648696

Estimated cost 700 _____ Electric? _____
Comments _____ Comments _____
Corner Lot YES _____
Size 36" _____ by 36" _____ Height 36" _____
Front 6' _____ Rear - _____ Left - _____ Right - _____
Open porch _____ Deck _____
Jump platform _____ Stairs X _____
Handrail X _____ Guardrail X _____ Repair only _____
Locaton: Front/Side/Rear FRONT _____ 1F/2F/MF/COMM MULTIFAM
Plan File # SCANNED _____ Zoning RM-2 _____
OCCO/OCRE _____ Zoning Review PAB _____

RECEIPT#097577 \$3,240.00 CHECK# 1068 BY: MAROVICH, 11/07/12 HGAILR

| FEE DESC..... | RATE | QTY | PEN | AMT | FEE DESC..... | RATE | QTY | PEN | AMT |
|-------------------|-------|-----|-----|----------|------------------------|-------|-----|-----|----------|
| 08 RESID.MIN. | 60.00 | 1 | | 60.00 | 700 COMM.SQFT. | .50 | | | |
| 23 PLRV-ZONIN | 60.00 | 1 | | 60.00 | 603 PLRV-PODE | 60.00 | 1 | | 60.00 |
| TOTAL FEE AMOUNT: | | | | \$360.00 | INCLUDING PENALTY AMT: | | | | \$180.00 |
| | | | | | CODE: NP | | | | |

NSP. DATE: DESC. PASS FAIL COMMENT
AB 10/15/12 _____ PROCESSED 8:30 BY BLISE TO RH BIN
DH 10/17/12 _____ TO GAIL TO FEE @ 3:55

AUTHORIZED SIGNATURE _____ DATE _____
FOR OFFICIAL USE ONLY IF SIGNED BY COMMUNITY DEVELOPMENT & INSPECTIONS PERSONNEL

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HOINQ4
REV. 3.1

COMMUNITY DEVELOPMENT & INSPECTIONS
POST PERMIT PROCESSING PRINT

FOR PERMIT# 153159 - PROJ. ADDR. 00313 054S

STATUS: WI WKS TYPE: PODE DATE ENTERED: 10/12/12 LAST CHANGE: HGAILR
 OC. DESCR: STAIRS, HNDRAIL WTR PERM #: 00000 11/07/12
 DESC2: & GRDRAIL-FRONT PRINT NOTE: Y 1ST NOTE: 10/18/12 09:24
 ISSUE DATE: 11/07/12 PARCEL#:12223323200250 2ND NOTE: 10/26/12 ACT: RCP
 3RD NOTE:
 OWNER: HARBORPARK ASSOCIATION CONTRACTOR: OSHEA CONSTRUCTION
 317 54TH STREET 6634 20TH AVENUE
 ATTN: STEVE MAROVICH KENOSHA, WI 53143
 KENOSHA, WI 53143
 (262) 551-5547 (937) 564-2406
 GENL BCR#648696

Estimated cost 700 _____ Electric? _____
 Comments _____ Comments _____
 Corner Lot YES _____
 Size 36" _____ by 36" _____ Height 36" _____
 Front 6' _____ Rear - _____ Left - _____ Right - _____
 Open porch _____ Deck _____
 Jump platform _____ Stairs X _____
 Handrail X _____ Guardrail X _____ Repair only _____
 Locaton: Front/Side/Rear FRONT _____ 1F/2F/MF/COMM MULTIFAM
 Plan File # SCANNED _____ Zoning RM-2 _____
 OCCO/OCRE _____ Zoning Review PAB _____

RECEIPT#097577 \$3,240.00 CHECK# 1068 BY: MAROVICH, 11/07/12 HGAILR

| EE DESC..... | RATE | QTY | PEN | AMT | FEE DESC..... | RATE | QTY | PEN | AMT |
|-------------------|-------|-----|-----|----------|------------------------|-------|-----|-----|----------|
| 08 RESID.MIN. | 60.00 | 1 | | 60.00 | 700 COMM.SQFT. | .50 | | | |
| 23 PLRV-ZONIN | 60.00 | 1 | | 60.00 | 603 PLRV-PODE | 60.00 | 1 | | 60.00 |
| TOTAL FEE AMOUNT: | | | | \$360.00 | INCLUDING PENALTY AMT: | | | | \$180.00 |
| | | | | | | | | | CODE: NP |

NSP. DATE: DESC. PASS FAIL COMMENT
 AB 10/15/12 _____ PROCESSED 8:31 BY BLISE TO RH BIN
 DH 10/17/12 _____ TO GAIL TO FEE @ 3:55

AUTHORIZED SIGNATURE _____ DATE _____
 FOR OFFICIAL USE ONLY IF SIGNED BY COMMUNITY DEVELOPMENT & INSPECTIONS PERSONNEL

11/12/12
15:51
HOINQ4
REV. 3.1

COMMUNITY DEVELOPMENT & INSPECTIONS
POST PERMIT PROCESSING PRINT

FOR PERMIT# 153164 - PROJ. ADDR. 00329 054S

STATUS: WI WKS TYPE: PODE DATE ENTERED: 10/12/12 LAST CHANGE: HGAILR
 OC. DESCR: STAIRS, HNDRAIL WTR PERM #: 00000 11/07/12
 DESC2: & GRDRAIL-FRONT PRINT NOTE: Y 1ST NOTE: 10/18/12 09:24
 ISSUE DATE: 11/07/12 PARCEL#:12223323200210 2ND NOTE: 10/26/12 ACT: RCP
 3RD NOTE:
 OWNER: HARBORPARK ASSOCIATION CONTRACTOR: OSHEA CONSTRUCTION
 317 54TH STREET 6634 20TH AVENUE
 ATTN: STEVE MAROVICH KENOSHA, WI 53143
 KENOSHA, WI 53140 KENOSHA, WI 53143
 (262) 551-5547 (937) 564-2406
 GENL BCR#648696

Estimated cost 700 _____ Electric? _____
 Comments _____ Comments _____
 Corner Lot YES _____
 Size 36" _____ by 36" _____ Height 36" _____
 Front 6' _____ Rear - _____ Left - _____ Right - _____
 Open porch _____ Deck _____
 Jump platform _____ Stairs X _____
 Handrail X _____ Guardrail X _____ Repair only _____
 Locaton: Front/Side/Rear FRONT _____ 1F/2F/MF/COMM MULTIFAM
 Plan File # SCANNED _____ Zoning RM-2 _____
 OCCO/OCRE _____ Zoning Review PAB _____

RECEIPT#097577 \$3,240.00 CHECK# 1068 BY: MAROVICH, 11/07/12 HGAILR

| EE | DESC..... | RATE | QTY | PEN | AMT | FEE | DESC..... | RATE | QTY | PEN | AMT |
|-------------------|------------|-------|-----|-----|----------|------------------------|------------|-------|-----|----------|----------|
| 08 | RESID.MIN. | 60.00 | 1 | | 60.00 | 700 | COMM.SQFT. | .50 | | | |
| 23 | PLRV-ZONIN | 60.00 | 1 | | 60.00 | 603 | PLRV-PODE | 60.00 | 1 | | 60.00 |
| TOTAL FEE AMOUNT: | | | | | \$360.00 | INCLUDING PENALTY AMT: | | | | \$180.00 | CODE: NP |

NSP. DATE: DESC. PASS FAIL COMMENT
 AB 10/15/12 _____ PROCESSED 8:33 BY BLISE TO RH BIN
 DH 10/17/12 _____ TO GAIL TO FEE @ 3:55

AUTHORIZED SIGNATURE _____ DATE _____
 FOR OFFICIAL USE ONLY IF SIGNED BY COMMUNITY DEVELOPMENT & INSPECTIONS PERSONNEL

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 22

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 11/16/12 through 11/30/12 and have approved the disbursements as follows:

1. Checks numbered from 121806 through 122269 as shown on attached listing consisting of:

| | |
|----------------------------|---------------------|
| a. Debt Service | -0- |
| b. Investments | -0- |
| c. All Other Disbursements | 3,914,523.23 |
| SUBTOTAL | 3,914,523.23 |

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,299,195.11

TOTAL DISBURSEMENTS APPROVED **5,213,718.34**

Daniel Prozanski Jr.

David Bogdala

Tod Ohnstad

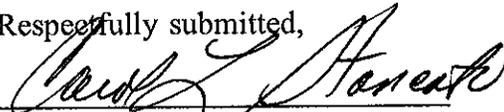
Rocco LaMacchia Sr.

Keith Rosenberg

Curt Wilson

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

Respectfully submitted,



Director of Finance

(disbursementsblank.share.fin)

**FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE**

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #22

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 12/07/12

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|----------------------------|----------------------|----------------------|-----------|
| 121806 | 11/16 | AMALGAMATED TRANSIT UN 998 | 110-00-21556-000-000 | 11/16/12 HRLY DEDCT | 2,993.19 |
| 121807 | 11/16 | RNOW, INC. | 630-09-50101-393-000 | REPAIR PARTS | 5,119.62 |
| | | | 630-09-50101-393-000 | 10/12 PARTS/MATERIAL | 72.92 |
| | | | 630-09-50101-393-000 | 10/12 PARTS/MATERIAL | 50.65 |
| | | | 630-09-50101-393-000 | 10/12 #2886 PARTS/MA | 45.32 |
| | | | | CHECK TOTAL | 5,288.51 |
| 121808 | 11/16 | ICMA RETIREMENT TRUST | 110-00-21572-000-000 | 11/01-15/12 CONTRIB | 45,281.73 |
| | | | 110-00-21599-000-000 | 11/01-15/12 CONTRIB | 6,263.33 |
| | | | | CHECK TOTAL | 51,545.06 |
| 121809 | 11/16 | CARDINAL HEALTH | 206-02-52205-318-000 | 11/12 FD MEDICAL SUP | 324.89 |
| | | | 206-02-52205-318-000 | 11/12 FD MEDICAL SUP | 319.87 |
| | | | 206-02-52205-318-000 | 11/12 FD MEDICAL SUP | 278.45 |
| | | | 206-02-52205-318-000 | 10/12 FD MEDICAL SUP | 263.57 |
| | | | 206-02-52205-318-000 | 11/12 FD MEDICAL SUP | 263.36 |
| | | | 206-02-52205-318-000 | 10/12 FD MEDICAL SUP | 224.05 |
| | | | 206-02-52205-318-000 | 11/12 FD MEDICAL SUP | 167.45 |
| | | | 206-02-52205-318-000 | 11/12 FD MEDICAL SUP | 55.69 |
| | | | 206-02-52205-318-000 | 10/12 FD MEDICAL SUP | 55.69 |
| | | | 206-02-52205-318-000 | 11/12 FD MEDICAL SUP | 30.40 |
| | | | | CHECK TOTAL | 1,983.42 |
| 121810 | 11/16 | KENOSHA JOINT SERVICES | 110-02-52103-341-000 | 10/12 PATRL FLT GAS | 27,017.79 |
| | | | 110-02-52103-345-000 | 10/12 PATRL FLT MNT | 4,466.17 |
| | | | 110-02-52102-341-000 | 10/12 DETCV FLT GAS | 2,931.57 |
| | | | 110-02-52109-341-000 | 10/12 KDOG FLT GAS | 1,430.06 |
| | | | 110-02-52102-345-000 | 10/12 DETCV FLT MNT | 1,318.61 |
| | | | 110-02-52109-345-000 | 10/12 KDOG FLT MNT | 440.37 |
| | | | 110-02-52101-341-000 | 10/12 ADMN FLT GAS | 276.12 |
| | | | 110-02-52103-341-000 | 10/12 MOTORCYCL GAS | 220.18 |
| | | | 110-02-52102-345-000 | 10/12 WARRANTY PARTS | 143.37CR |
| | | | | CHECK TOTAL | 37,957.50 |
| 121811 | 11/16 | KENOSHA CITY EMPLOYEE'S | 110-00-21562-000-000 | 11/16/12 CITY HRLY | 13,092.89 |
| | | | 110-00-21562-000-000 | 11/16/12 WATER HRLY | 3,473.35 |
| | | | | CHECK TOTAL | 16,566.24 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|----------------------------|----------------------|---------------------|-----------|
| | | | 110-01-51802-223-000 | 4722 47TH AVE | 35.24 |
| | | | 520-09-50301-223-000 | 08-09/12 STORMWATER | 4.50 |
| | | | | CHECK TOTAL | 30,629.01 |
| 121819 | 11/16 | WE ENERGIES | 110-05-55102-221-000 | #44 09/26-10/25 | 1,358.38 |
| | | | 110-03-53109-221-000 | #44 10/03-11/01 | 1,286.32 |
| | | | 110-05-55109-221-000 | #44 10/03-11/01 | 986.83 |
| | | | 110-03-53109-221-000 | #44 10/02-10/31 | 731.16 |
| | | | 110-05-55109-221-000 | #44 10/02-10/31 | 573.60 |
| | | | 524-05-50101-221-000 | #44 10/02-10/31 | 543.49 |
| | | | 110-03-53109-221-000 | #44 09/30-10/29 | 318.02 |
| | | | 110-03-53109-221-000 | #44 10/04-11/02 | 271.11 |
| | | | 110-03-53109-221-000 | #44 09/26-10/25 | 191.64 |
| | | | 110-03-53109-221-000 | #44 10/01-10/30 | 180.86 |
| | | | 110-03-53103-221-000 | #44 09/30-10/29 | 159.41 |
| | | | 110-05-55102-221-000 | #44 10/03-11/01 | 117.64 |
| | | | 110-05-55102-221-000 | #44 10/02-10/31 | 107.19 |
| | | | 524-05-50101-222-000 | #44 10/02-10/31 | 72.92 |
| | | | 110-05-55109-222-000 | #44 10/02-10/31 | 72.92 |
| | | | 110-03-53109-221-000 | #44 10/03-11/01 | 67.70 |
| | | | 110-05-55109-221-000 | #44 10/01-10/30 | 62.03 |
| | | | 110-05-55108-221-000 | #44 10/04-11/04 | 56.16 |
| | | | 110-05-55109-221-000 | #44 10/04-11/04 | 46.06 |
| | | | 110-05-55102-221-000 | #44 10/04-11/02 | 16.29 |
| | | | 110-05-55109-221-000 | #44 08/01-10/30 | 10.08 |
| | | | 110-05-55103-222-000 | #44 07/01-10/29 | 9.48 |
| | | | 110-05-55109-222-000 | #44 10/04-11/04 | 8.99 |
| | | | 110-05-55109-222-000 | #44 10/03-11/01 | 8.41 |
| | | | 110-05-55108-221-000 | #44 10/02-10/31 | 7.78 |
| | | | 110-05-55109-222-000 | #44 10/01-10/04 | .87 |
| | | | | CHECK TOTAL | 7,265.34 |
| 121820 | 11/16 | UNITED STATES TREASURY | 110-00-21581-000-000 | 11/16/12 DEDUCTION | 20.00 |
| 121821 | 11/16 | REINDERS INC. | 524-05-50101-589-000 | LABOR AND MATERIALS | 12,217.86 |
| 121822 | 11/16 | BECKER AWNING | 110-02-52206-367-000 | 10/12 FD #3 REPAIRS | 35.00 |
| 121823 | 11/16 | R & J WINDOW CLEANING, CO. | 110-01-51801-243-000 | WINDOW CLEANING | 2,067.00 |

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|----------------------------|--|---|---|
| 121824 | 11/16 | A & R DOOR SERVICE | 110-02-52203-246-000 110-02-52203-246-000 | 10/12 FD #6 DOOR REP 10/12 FD #3 DOOR REP CHECK TOTAL | 345.00 68.00 413.00 |
| 121825 | 11/16 | LOWE'S | 521-09-50101-344-000 521-09-50101-382-000 110-02-52203-382-000 | 10/12 AR MERCHANDISE 10/12 AR MERCHANDISE 10/12 FD MERCHANDISE CHECK TOTAL | 374.03 31.79 5.68 411.50 |
| 121826 | 11/16 | CHASE BANK KENOSHA | 110-00-21513-000-000 110-00-21612-000-000 110-00-21511-000-000 110-00-21614-000-000 110-00-21514-000-000 | 11/16/12 HRLY DEDCT 11/16/12 HRLY DEDCT 11/16/12 HRLY DEDCT 11/16/12 HRLY DEDCT 11/16/12 HRLY DEDCT CHECK TOTAL | 20,171.08 11,369.02 7,701.58 2,798.21 2,797.89 44,837.78 |
| 121827 | 11/16 | ACL LABORATORIES | 110-02-52101-219-000 | 10/12 LAB FEES | 21.60 |
| 121828 | 11/16 | DREAMSCAPE LAWN CARE | 633-09-50101-249-000 | WEEKLY LAWN CARE | 80.00 |
| 121829 | 11/16 | LEXISNEXIS SCREENING | 110-01-51303-219-000 | 10/12 SERVICES | 24.95 |
| 121830 | 11/16 | ZILSKE LAW FIRM S C | 110-09-56405-212-000 | 8/6-7/12 W/C | 84.00 |
| 121831 | 11/16 | DWD-UI | 110-09-56308-157-000 520-09-50101-157-000 110-00-15601-000-000 110-00-15201-000-000 | 10/12 UNEMPLOYMENT 10/12 UNEMPLOYMENT 10/12 UNEMPLOYMENT 10/12 UNEMPLOYMENT CHECK TOTAL | 8,908.94 2,704.00 1,128.73 266.84 13,008.51 |
| 121832 | 11/16 | FEDEX | 110-01-51306-312-000 | 10/26 PW VEIT SHIPPI | 25.37 |
| 121833 | 11/16 | KENOSHA ACHIEVEMENT CENTER | 520-09-50301-258-000 520-09-50301-258-000 | 11/12 SPCL TRANSPRT 11/12 WKND DISPATCH CHECK TOTAL | 18,333.00 584.00 18,917.00 |
| 121834 | 11/16 | OFFICEMAX | 110-02-52103-311-000 110-01-50101-311-000 110-01-51601-311-000 110-01-51601-311-000 110-03-53103-311-000 501-09-50101-311-000 110-01-51303-311-000 | 10/12-PD#2332 OFFICE 10/12-CT#2328 OFFICE 10/12-CD#2330 OFFICE 10/12-CD#2327 OFFICE 10/12-PW#2326 OFFICE 10/12-SW#2326 OFFICE 10/12-HR#2331 OFFICE CHECK TOTAL | 375.21 284.00 209.47 162.04 50.78 42.23 25.26 1,148.99 |

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|---|---|
| 121835 | 11/16 | KELBE BROS. EQUIPMENT CO,INC | 403-11-51102-588-000 | TRENCH BOX RENTAL | 625.00 |
| 121836 | 11/16 | DOWNING, JESSE | 110-01-50101-265-000 | 11/12 REIMBURSE | 130.00 |
| 121837 | 11/16 | LIPPINCOTT WILLIAMS AND | 206-02-52205-322-000 | BOOK ORDER | 39.95 |
| 121838 | 11/16 | STANCATO, CAROL L. | 110-01-51101-263-000 | 11/13/12 MTG PIZZA | 145.00 |
| 121839 | 11/16 | SOUTHPORT HEATING & COOLING | 110-02-52203-246-000 | 09/12 FD #4 HVAC, PL | 266.00 |
| 121840 | 11/16 | UNITED HOSPITAL SYSTEM | 110-02-52102-219-000 110-02-52102-219-000 110-02-52101-219-000 | RECORDS 12-027316 RECORDS 12-167412 RECORDS 12-164865 | 160.52 127.52 64.56 |
| | | | | CHECK TOTAL | 352.60 |
| 121841 | 11/16 | STANDARD LIFTS & EQUIPMENT | 632-09-50101-246-000 | INSPECT NORTH LIFT | 1,032.38 |
| 121842 | 11/16 | MESSERLI & KRAMER P.A. | 110-00-21581-000-000 | 11/16/12 DEDUCTION | 254.00 |
| 121843 | 11/16 | CICCHINI ASPHALT LLC | 402-11-51111-589-000 402-11-51201-585-000 403-11-51102-588-000 403-11-51002-588-000 403-11-51002-588-000 | EST 5-RESURFACING EST 4-RESURFACING EST 5-STORM SEWER-60 EST 4-STORM SEWER EST 4-CONTINGENCY | 239,666.79 69,123.73 35,008.00 7,173.29 716.87 |
| | | | | CHECK TOTAL | 351,688.68 |
| 121844 | 11/16 | JAMES IMAGING SYSTEMS, INC. | 110-01-50101-232-000 110-01-50101-232-000 110-02-52101-232-000 501-09-50101-232-000 501-09-50101-232-000 631-09-50101-232-000 110-03-53101-232-000 631-09-50101-232-000 110-03-53101-232-000 110-01-51303-232-000 110-01-50301-232-000 110-01-51601-232-000 520-09-50301-232-000 110-01-50901-232-000 521-09-50101-232-000 501-09-50105-232-000 110-03-53103-232-000 110-01-52001-232-000 110-01-51301-232-000 110-03-53103-232-000 501-09-50105-232-000 110-01-52001-232-000 110-01-51303-232-000 | 11/12 CT-COPIER MNT 10/12 CT-OVERAGES 11/12 PD-SERVICE AGR 10/12 PW-OVERAGES 11/12 PW-COPIER CHGS 11/12 PW-COPIER CHGS 11/12 PW-COPIER CHGS 10/12 PW-OVERAGES 10/12 PW-OVERAGES 11/12 HR-SERVICE AGR 11/12 LE-COPIER MNT 11/12 CD-COPIER MNT 11/12 TD-SERVICE AGR 11/12 AS-COPIER MNT 11/12 AR-SERVICE AGR 11/12 ST-COPIER SRVC 11/12 ST-COPIER SRVC 11/12 MC-COPIER MNT 11/12 AD-SERVICE AGR 10/12 ST-OVERAGES 10/12 ST-OVERAGES 10/12 MC-OVERAGES 10/12 HR-OVERAGES | 346.65 293.39 195.20 136.69 88.29 88.28 88.28 68.34 68.34 50.70 39.00 38.75 37.90 19.50 18.95 15.60 15.60 12.75 12.75 4.28 4.27 4.09 1.12 |
| | | | | CHECK TOTAL | 1,648.72 |

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|---|--|
| 121845 | 11/16 | HOERNEL LOCK & KEY, INC. | 520-09-50202-246-000 | 10/12-TD LOCKS/KEYS | 40.65 |
| 121846 | 11/16 | LEE PLUMBING, INC. | 110-00-44803-000-000 | PERMIT-7603 26 AVE | 40.00 |
| 121847 | 11/16 | LAKESIDE INTERNATIONAL TRUCK | 630-09-50101-393-000 | REPAIR PARTS | 2,155.50 |
| 121848 | 11/16 | CINTAS DOCUMENT MANAGEMENT | 110-01-51801-246-000 110-01-51801-246-000 | 15 CONTAINERS PURGING SERVICE CHECK TOTAL | 120.00 17.50 137.50 |
| 121849 | 11/16 | HUMANA CLAIMS | 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 | 11/09/12 MED CLAIMS 11/13/12 MED CLAIMS 11/13/12 PHARMACY 11/15/12 PHARMACY 11/09/12 PHARMACY 11/14/12 MED CLAIMS 11/14/12 PHARMACY 11/15/12 MED CLAIMS CHECK TOTAL | 134,400.06 90,548.25 20,743.72 6,988.95 3,309.91 2,191.22 1,477.49 526.72 260,186.32 |
| 121850 | 11/16 | HILLSIDE TRUE VALUE | 110-02-52203-341-000 110-02-52204-344-000 110-03-53103-382-000 | 10/12-FD SUPPLIES 10/12-FD SUPPLIES 10/12-ST SUPPLIES CHECK TOTAL | 40.00 37.03 2.96 79.99 |
| 121851 | 11/16 | CUMMINS NPOWER, LLC | 520-09-50201-347-000 630-09-50101-393-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 | 10/12 TD PARTS/SERVI 10/12 SE #8700 PARTS 09/12 TD PARTS/SERVI 10/12 TD PARTS/SERVI 10/12 TD CREDIT PART 08/12 TD CREDIT CHECK TOTAL | 1,332.47 276.79 154.96 25.22 88.00CR 93.50CR 1,607.94 |
| 121852 | 11/16 | DIVERSIFIED COLLECTION SVCS | 110-00-21581-000-000 | 11/16/12 DEDUCTION | 32.13 |
| 121853 | 11/16 | STIPPICH, SELIN & CAIN, LLC | 110-01-50101-219-000 | 10/12 SERVICES | 1,824.00 |
| 121854 | 11/16 | HENRY SCHEIN | 611-09-50101-155-504 206-02-52205-344-000 611-09-50101-155-504 | NURSE PRACT SUPPLIES REPAIR-UNIT COT NURSE SUPP RETURN CHECK TOTAL | 244.64 222.40 419.24CR 47.80 |

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|----------|
| 121855 | 11/16 | INDEPENDENT INSPECTIONS LTD | 110-01-51601-219-000 | 10/12-CD INSPECTION | 5,040.00 |
| 121856 | 11/16 | MALSACK, J | 463-11-51002-219-000 | 10/12 GRASS | 1,053.71 |
| | | | 401-11-51012-581-000 | 10/12 GRASS | 904.87 |
| | | | 461-11-51201-581-000 | 10/12 GRASS | 846.42 |
| | | | 758-09-50106-259-853 | 10/12 GRASS | 47.50 |
| | | | 461-11-51201-581-000 | 10/12 GRASS | 29.02 |
| | | | 758-09-50110-259-853 | 10/12 GRASS | 28.00 |
| | | | 758-09-50108-259-851 | 10/12 GRASS | 18.87 |
| | | | 758-09-50105-259-851 | 10/12 GRASS | 18.87 |
| | | | 758-09-50103-259-851 | 10/12 GRASS | 13.93 |
| | | | 758-09-50109-259-851 | 10/12 GRASS | 13.92 |
| | | | 758-09-50107-259-851 | 10/12 GRASS | 13.92 |
| | | | 758-09-50104-259-850 | 10/12 GRASS | 13.92 |
| | | | 758-09-50110-259-850 | 10/12 GRASS | 10.00 |
| | | | 758-09-50109-259-850 | 10/12 GRASS | 4.95 |
| | | | 758-09-50107-259-850 | 10/12 GRASS | 4.95 |
| | | | 758-09-50104-259-850 | 10/12 GRASS | 4.95 |
| | | | 758-09-50103-259-850 | 10/12 GRASS | 4.95 |
| | | | | CHECK TOTAL | 3,032.75 |
| 121857 | 11/16 | BARNES DISTRIBUTION | 520-09-50201-347-000 | 10/12 TD SHOP SUPPLI | 342.93 |
| | | | 110-02-52203-344-000 | 10/12 FD SUPPLIES/RE | 171.88 |
| | | | | CHECK TOTAL | 514.81 |
| 121858 | 11/16 | JENSEN TOWING | 110-02-52103-219-000 | 10/12-#12-160112 TOW | 45.00 |
| | | | 110-02-52103-219-000 | 10/12-#12-161599 TOW | 45.00 |
| | | | | CHECK TOTAL | 90.00 |
| 121859 | 11/16 | WASTE MGMT OF MILWAUKEE | 110-03-53117-253-418 | 10/12 COMPACTOR RENT | 677.17 |
| 121860 | 11/16 | MID-TOWN PETROLEUM | 520-09-50106-341-000 | 10/12 DIESEL EXHAUST | 984.70 |
| 121861 | 11/16 | BOSTROM, STEVE | 110-01-50101-265-000 | 11/12 REIMBURSE | 130.00 |
| 121862 | 11/16 | INSTY-PRINTS | 110-01-51601-311-000 | PROPOSED CIP | 1,297.02 |
| | | | 110-01-51601-311-000 | CIP TABS | 642.50 |
| | | | | CHECK TOTAL | 1,939.52 |
| 121863 | 11/16 | WIS DEPT OF REVENUE | 761-00-21512-000-000 | 10/12 KCM DEDUCTS | 292.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|----------|
| 121864 | 11/16 | JOHNSON BANK | 110-00-21532-000-000 | 11/16/12 CITY HRLY | 820.39 |
| | | | 110-00-21532-000-000 | 11/16/12 MUSEUM HRLY | 499.62 |
| | | | | CHECK TOTAL | 1,320.01 |
| 121865 | 11/16 | FASTENAL COMPANY | 110-03-53113-361-000 | 10/12 ST TOOLS/MATER | 249.70 |
| | | | 501-09-50105-344-000 | 10/12 SW TOOLS/MATER | 221.56 |
| | | | 501-09-50105-344-000 | 10/12 SW TOOLS/MATER | 112.80 |
| | | | 110-03-53103-389-000 | 10/12 ST TOOLS/MATER | 15.95 |
| | | | 521-09-50101-344-000 | 10/12 AR TOOLS/MATER | 5.78 |
| | | | | CHECK TOTAL | 605.79 |
| 121866 | 11/16 | BADGER SWIMPOOLS, INC | 405-11-51208-589-000 | RENOVATION | 2,636.00 |
| 121867 | 11/16 | TENNESSEE CHILD SUPPORT | 110-00-21581-000-000 | 11/16/12 DEDUCTION | 71.53 |
| 121868 | 11/16 | RAINEY, STEVEN E | 222-09-50101-259-908 | 11/23 TREE LIGHTING | 800.00 |
| 121869 | 11/16 | DUCHENNE, DENNIS | 222-09-50101-259-908 | 11/23 TREE LIGHTING | 200.00 |
| 121870 | 11/16 | CD DVD GAME WAREHOUSE | 222-09-50101-259-908 | 11/23 TREE LIGHTING | 150.00 |
| 121871 | 11/16 | CHAPTER 13 TRUSTEE | 110-00-21532-000-000 | 11/16/12 DEDUCTION | 323.00 |
| | | | 110-00-21532-000-000 | 11/16/12 DEDUCTION | 104.00 |
| | | | | CHECK TOTAL | 427.00 |
| 121872 | 11/16 | BELLE CITY FIRE EXTINGUISHER | 110-02-52103-389-000 | 10/12 PD-EXTINGUISHR | 79.80 |
| | | | 110-02-52103-389-000 | 10/12 PD-EXTINGUISHR | 59.20 |
| | | | 110-02-52103-389-000 | 07/12 PD-EXTINGUISHR | 57.60 |
| | | | | CHECK TOTAL | 196.60 |
| 121873 | 11/16 | WIS SCTF | 110-00-21581-000-000 | 11/16/12 ANNL R & D | 291.27 |
| 121874 | 11/16 | WIS SCTF | 110-00-21581-000-000 | 11/16/12 HRLY DEDCT | 1,025.37 |
| 121875 | 11/16 | ALL KOOL RADIATOR REPAIR | 520-09-50201-344-000 | 10/12 #4035 RADIATOR | 1,675.00 |
| 121876 | 11/16 | COMFORT SUITES APPLETON | 110-02-52107-263-000 | LANGEVIN-10/24-25/12 | 140.00 |
| 121877 | 11/16 | DECATUR ELECTRONICS | 110-00-21114-000-000 | LCD DISPLAY MODULE | 119.80 |
| | | | 110-00-21114-000-000 | LCD CONDUCT CONTACT | 9.30 |
| | | | 110-00-21114-000-000 | LCD CONDUCT CONTACT | 3.10 |
| | | | | CHECK TOTAL | 132.20 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-------------------------------|--|---|---|
| 121878 | 11/16 | CARE-PLUS DENTAL PLANS, INC | 611-09-50101-155-525 611-09-50101-155-525 | 12/12 PREMIUM 11/12 ADJUSTMENT CHECK TOTAL | 48,349.92 781.32CR 47,568.60 |
| 121879 | 11/16 | GRAINGER | 520-09-50401-347-000 521-09-50101-344-000 521-09-50101-372-000 520-09-50201-246-000 | 10/12-TD PARTS/MATER 10/12-AR PARTS/MATER 10/12-AR PARTS/MATER 10/12-TD PARTS/MATER CHECK TOTAL | 89.50 55.88 22.64 15.46 183.48 |
| 121880 | 11/16 | TIME WARNER CABLE | 761-09-50101-233-000 761-09-50101-225-000 | 11/9-12/8 PHONE RR 11/9-12/8 PHONE RR CHECK TOTAL | 72.42 53.95 126.37 |
| 121881 | 11/16 | SCHMITT PROTECTIVE SERVICES | 110-01-51801-246-000 | 10/12 SECURITY CHECK | 56.00 |
| 121882 | 11/16 | NICOLET NATURAL SE | 761-09-50101-389-000 | 11/12 WATER COOLER | 7.95 |
| 121883 | 11/16 | SAFeway PEST CONTROL CO., INC | 110-02-52203-246-000 520-09-50202-246-000 110-01-51801-246-000 110-05-55109-246-000 110-03-53116-246-000 520-09-50202-246-000 520-09-50401-246-000 110-02-52110-246-000 | 10/12 FD EXTERMINATI 10/12 TD EXTERMINATI 10/12 MB EXTERMINATI 10/12 PA EXTERMINATI 10/12 WA EXTERMINATI 10/12 TD EXTERMINATI 10/12 TD EXTERMINATI 10/12 PD EXTERMINATI CHECK TOTAL | 167.00 55.00 33.00 26.00 26.00 25.00 24.00 23.00 379.00 |
| 121884 | 11/16 | PLEASANT PRAIRIE UTILITIES | 110-09-56519-259-000 110-09-56519-259-000 | SPRINGBROOK-WATER 80TH ST-WATER BASE CHECK TOTAL | 100.19 61.67 161.86 |
| 121885 | 11/16 | PROCESSWORKS INC. | 110-00-21578-000-000 | 11/13/12 CHECK REG | 822.20 |
| 121886 | 11/16 | RIMKUS, JASON | 761-09-50101-155-000 | 10/12 WPS HEALTH INS | 412.81 |
| 121887 | 11/16 | IAFF/NATIONWIDE | 110-00-21574-000-000 | 11/01-15/12 CONTRIB | 19,128.00 |
| 121888 | 11/16 | RED THE UNIFORM TAILOR | 110-02-52206-367-000 110-02-52206-367-000 | 10/12 FD UNIFORMS 10/12 FD UNIFORMS CHECK TOTAL | 359.20 167.50 526.70 |

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|---|-----------------------------------|
| 121889 | 11/16 | GREAT WEST RETIREMENT SERV. | 110-00-21576-000-000 110-00-21539-000-000 | 11/01-15/12 CONTRIBS 11/01-15/12 CONTRIBS CHECK TOTAL | 9,044.78 1,600.00 10,644.78 |
| 121890 | 11/16 | AURORA MEDICAL GROUP | 110-01-51303-216-000 | 03/12 SCREENS | 703.00 |
| 121891 | 11/16 | KENOSHA EMERGENCY PHYSICIANS | 110-09-56405-161-000 | 8/12/12 W/C | 488.00 |
| 121892 | 11/16 | AURORA HEALTH CARE | 110-09-56405-161-000 | 8/17/12 W/C | 277.51 |
| 121893 | 11/16 | COMPREHENSIVE CLINICAL AND | 110-09-56405-161-000 110-09-56405-161-000 | 9/12/12 W/C 8/29/12 W/C CHECK TOTAL | 200.00 200.00 400.00 |
| 121894 | 11/16 | KENOSHA VULTURES RUGBY CLUB | 110-00-21905-000-000 | 2012 RUGBY-KENNEDY | 200.00 |
| 121895 | 11/16 | ADAMS OUTDOOR ADVERTISING | 110-00-44804-000-000 | PERMIT-7010 SHER RD | 90.00 |
| 121896 | 11/16 | MOORE, CODY R | 110-00-44708-000-000 | TAXI DRIVER LIC | 5.00 |
| 121897 | 11/16 | OIMOEN ELECTRIC | 110-00-44804-000-000 110-00-44804-000-000 | PERMIT 3312 52 ST PERMIT 7010 SHER CHECK TOTAL | 90.00 90.00 180.00 |
| 121898 | 11/16 | DRAKE, STEPHANIE | 110-01-51901-219-000 | ELECTION 11/6/12 | 25.00 |
| 121899 | 11/16 | BOWMAN, KRISTAN | 110-01-51901-219-000 | ELECTION 11/6/12 | 25.00 |
| 121900 | 11/16 | BORCHARDT, BECCA | 110-01-51901-219-000 | ELECTION 11/6/12 | 25.00 |
| 121901 | 11/16 | LANDGRAF, KEVIN | 110-01-51901-219-000 | ELECTION 11/6/12 | 25.00 |
| 121902 | 11/16 | TREDUP, JULIE | 110-01-51901-219-000 | ELECTION 11/6/12 | 25.00 |
| 121903 | 11/16 | MEIER, BRIANNA | 110-01-51901-219-000 | ELECTION 11/6/12 | 25.00 |
| 121904 | 11/16 | PUTERBAUGH, SOFIA | 110-01-51901-219-000 | ELECTION 11/6/12 | 25.00 |
| 121905 | 11/16 | AMUNDSON, JULIANA | 110-01-51901-219-000 | ELECTION 11/6/12 | 25.00 |

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|---------------------|----------------------|---------------------|--------|
| 121906 | 11/16 | STANCATO, THOMAS | 110-01-51901-219-000 | ELECTION-11/6/12 | 25.00 |
| 121907 | 11/16 | BUEGE, WILLIAM | 110-01-51901-219-000 | ELECTION-11/6/12 | 25.00 |
| 121908 | 11/16 | EDWARDS, THOMAS | 110-01-51901-219-000 | 11/6/12 ELECTION | 25.00 |
| 121909 | 11/16 | JANSEN, SARAH | 110-01-51901-219-000 | 11/6/12 ELECTION | 25.00 |
| 121910 | 11/16 | EASTER, KEVIN | 110-01-51901-219-000 | 11/6/12 ELECTION | 25.00 |
| 121911 | 11/16 | GULLEY, TONAYA | 110-01-51901-219-000 | 11/6/12 ELECTION | 25.00 |
| 121912 | 11/16 | SLATER, BAILEY | 110-01-51901-219-000 | 11/6/12 ELECTION | 25.00 |
| 121913 | 11/16 | STRELECKI, DANIELLE | 110-01-51901-219-000 | 11/6/12 ELECTION | 25.00 |
| 121914 | 11/16 | HENSGEN, AYSLEY | 110-01-51901-219-000 | 11/6/12 ELECTION | 25.00 |
| 121915 | 11/16 | GENTZ, KAYLA | 110-01-51901-219-000 | 11/6/12 ELECTION | 25.00 |
| 121916 | 11/16 | MARTIN, ARLENE | 110-00-21905-000-000 | BEACHHOUSE 11/11/12 | 100.00 |
| 121917 | 11/16 | LINDENBAUM, KELLY | 110-00-21905-000-000 | BEACHHOUSE 11/09/12 | 100.00 |
| 121918 | 11/16 | LEMENS, MICHAEL | 110-03-53101-264-000 | 11/7-9/12 APPLETON | 215.00 |
| | | | 110-03-53101-263-000 | 11/7-9/12 APPLETON | 115.44 |
| | | | | CHECK TOTAL | 330.44 |
| 121919 | 11/16 | DURKEE, MARY | 110-05-55101-263-000 | 11/7-9/12 WI DELLS | 52.01 |
| 121920 | 11/16 | SALAS, DEBRA | 110-01-51901-263-000 | ELECT VOL EXPS | 91.25 |
| | | | 110-01-51201-263-000 | ELECT VOL EXPS | 72.51 |
| | | | | CHECK TOTAL | 163.76 |
| 121921 | 11/16 | DESCHLER, STEVEN H. | 110-02-52109-367-000 | 2012 CLOTHING ALLOW | 192.51 |
| 121922 | 11/16 | MELICHAR, JASON | 110-02-52107-263-000 | 10/23/12 MILW | 8.00 |
| 121923 | 11/16 | WITT, JERALD | 110-02-52103-263-000 | 10/3/12 WINNEBAGO | 12.00 |

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------|----------------------|----------------------|--------|
| 121924 | 11/16 | SHERWOOD, ERIC | 110-01-51303-144-000 | FALL 2012 TUITION | 427.12 |
| 121925 | 11/16 | THOMSEN, JOHN | 110-02-52203-341-000 | 11/2/12 GREEN BAY | 41.37 |
| 121926 | 11/16 | LANGEVIN, DANIEL O. | 110-02-52107-263-000 | 10/25-26/12 APPLETON | 40.00 |
| 121927 | 11/16 | VIOLA, LEO | 110-02-52109-367-000 | 2012 CLOTHING ALLOW | 400.00 |
| 121928 | 11/16 | SCHAAL, TIMOTHY | 110-02-52109-367-000 | 2012 CLOTHING ALLOW | 400.00 |
| 121929 | 11/21 | A & B PRO HARDWARE | 110-03-53103-389-000 | 10/12 ST SUPPLIES & | 120.00 |
| | | | 110-01-51801-246-000 | 10/12 MB SUPPLIES & | 101.00 |
| | | | 110-01-51801-389-000 | 10/12 MB SUPPLIES & | 31.88 |
| | | | 110-02-52203-382-000 | 10/12 FD SUPPLIES & | 24.36 |
| | | | 110-03-53116-389-000 | 10/12 WA SUPPLIES & | 5.50 |
| | | | 110-02-52203-357-000 | 10/12 FD SUPPLIES & | 5.14 |
| | | | 630-09-50101-393-000 | 10/12 SE SUPPLIES & | 3.40 |
| | | | 520-09-50202-249-000 | 10/12 TD SUPPLIES & | 1.90 |
| | | | | CHECK TOTAL | 293.18 |
| 121930 | 11/21 | BINDELLI BROTHERS, INC | 110-09-56501-259-569 | 10/12 6702 20 AVE | 176.00 |
| | | | 110-09-56501-259-569 | 11/12 3111 60 ST | 75.42 |
| | | | 110-09-56501-259-569 | 11/12 6612 19 AVE | 72.12 |
| | | | | CHECK TOTAL | 323.54 |
| 121931 | 11/21 | NEW FLYER | 520-09-50201-347-000 | 10/12-TD BUS PARTS | 479.55 |
| | | | 520-09-50201-347-000 | 10/12-TD BUS PARTS | 304.26 |
| | | | | CHECK TOTAL | 783.81 |
| 121932 | 11/21 | VIKING ELECTRIC SUPPLY | 110-03-53109-375-000 | 10/12-ST ELECTRICAL | 46.27 |
| | | | 110-03-53109-375-000 | 10/12-ST ELECTRICAL | 17.69 |
| | | | 110-03-53109-375-000 | 10/12-ST ELECTRICAL | 13.29 |
| | | | | CHECK TOTAL | 77.25 |
| 121933 | 11/21 | Hwy C SERVICE | 630-09-50101-393-000 | 11/12-SE PARTS/SUPPL | 276.98 |
| | | | 630-09-50101-393-000 | 10/12-SE PARTS/SUPPL | 138.64 |
| | | | 630-09-50101-393-000 | 11/12-SE#3122 PARTS/ | 91.56 |
| | | | 630-09-50101-393-000 | 10/12-SE#3119 PARTS/ | 22.13 |
| | | | | CHECK TOTAL | 529.31 |

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|---|--|
| 121934 | 11/21 | INTERSTATE ELECTRIC SUPPLY | 206-02-52205-344-000 110-03-53109-375-000 | 10/12-FD ELECTRICAL 10/12-ST ELECTRICAL CHECK TOTAL | 37.67 5.89 43.56 |
| 121935 | 11/21 | WIS DEPT OF REVENUE | 110-09-56507-259-999 | 10/12 SALES TAX | 4,526.52 |
| 121936 | 11/21 | KENOSHA JOINT SERVICES | 110-02-52111-251-000 | ADDL 2010 RECEIVABLE | 9,052.00 |
| 121937 | 11/21 | KENOSHA CITY EMPLOYEE'S | 110-00-21562-000-000 110-00-21562-000-000 | 11/23/12 CITY HRLY 11/23/12 WATER HRLY CHECK TOTAL | 12,597.37 3,968.87 16,566.24 |
| 121938 | 11/21 | UNITED HOSPITAL SYSTEMS INC | 110-02-52101-219-000 | 10/12 12-167412 LAB | 49.60 |
| 121939 | 11/21 | PALMEN BUICK | 630-09-50101-393-000 110-02-52204-344-000 | 10/12-CE PARTS/MATER 10/12-FD REPAIR PART CHECK TOTAL | 451.55 275.00 726.55 |
| 121940 | 11/21 | M A TRUCK PARTS | 630-09-50101-393-000 630-09-50101-393-000 110-02-52203-361-000 110-02-52203-344-000 110-02-52206-344-000 206-02-52205-344-000 | 10/12-CE MATERIALS & REPAIR PARTS 10/12-FD MATERIALS & 10/12-FD MATERIALS & 10/12-FD MATERIALS & 10/12-FD MATERIALS & CHECK TOTAL | 3,391.33 1,428.82 398.95 379.93 175.00 167.47 5,941.50 |
| 121941 | 11/21 | MONROE TRUCK EQUIPMENT | 630-09-50101-393-000 | 10/12-SE PARTS | 107.84 |
| 121942 | 11/21 | BADGER TRUCK CENTER | 630-09-50101-393-000 630-09-50101-393-000 | 10/12 SE PARTS & MAT 11/12 SE #2946 PARTS CHECK TOTAL | 82.23 75.22 157.45 |
| 121943 | 11/21 | WINGFOOT COMMERCIAL TIRE | 520-09-50106-346-000 | 10/12 TD TIRE REPAIR | 369.67 |
| 121944 | 11/21 | RODE'S CAMERA | 110-02-52204-388-000 110-02-52102-219-000 | 09/12 FD SUPPLIES/PR 09/12 PD SUPPLIES/PR CHECK TOTAL | 159.68 5.48 165.16 |
| 121945 | 11/21 | TRAFFIC & PARKING CONTROL CO | 110-03-53109-713-000 | TRAFFIC SGNL CABINET | 5,633.85 |

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|--------------------------|----------------------|----------------------|-----------|
| 121946 | 11/21 | VULCAN MATERIALS COMPANY | 403-11-51102-588-000 | 10/12-SW AGGREGATE M | 417.16 |
| 121947 | 11/21 | KENOSHA WATER UTILITY | 110-01-51801-224-000 | 11/12 #4 WATER/STRM | 2,516.57 |
| | | | 110-05-55109-223-000 | 11/12 #2 WATER/STRM | 1,565.86 |
| | | | 110-05-55102-224-000 | 11/12 #2 WATER/STRM | 1,347.28 |
| | | | 110-05-55109-224-000 | 11/12 #2 WATER/STRM | 1,346.45 |
| | | | 110-03-53103-224-000 | 11/12 #2 WATER/STRM | 1,329.93 |
| | | | 520-09-50301-223-000 | 11/12 #2 WATER/STRM | 975.46 |
| | | | 520-09-50301-224-000 | 11/12 #2 WATER/STRM | 577.95 |
| | | | 110-03-53116-223-000 | 11/12 #5 WATER/STRM | 529.20 |
| | | | 521-09-50101-224-000 | 11/12 #5 WATER/STRM | 446.00 |
| | | | 110-02-52203-224-000 | 11/12 #2 WATER/STRM | 445.04 |
| | | | 110-01-51801-223-000 | 11/12 #4 WATER/STRM | 332.97 |
| | | | 110-01-51802-223-000 | 11/12 2210 52 ST | 308.72 |
| | | | 110-02-52203-223-000 | 11/12 #2 WATER/STRM | 289.90 |
| | | | 110-05-55109-224-000 | 11/12 #5 WATER/STRM | 241.24 |
| | | | 521-09-50101-224-000 | 11/12 #2 WATER/STRM | 148.14 |
| | | | 520-09-50301-224-000 | 11/12 #5 WATER/STRM | 118.00 |
| | | | 463-11-51002-219-000 | 11/12 #5 WATER/STRM | 110.58 |
| | | | 110-02-52203-224-000 | 11/12 #5 WATER/STRM | 92.00 |
| | | | 110-03-53116-224-000 | 11/12 #5 WATER/STRM | 72.00 |
| | | | 632-09-50101-224-000 | 11/12 #2 WATER/STRM | 67.74 |
| | | | 632-09-50101-224-000 | 11/12 #5 WATER/STRM | 46.00 |
| | | | 110-05-55102-224-000 | 11/12 #5 WATER/STRM | 46.00 |
| | | | 110-03-53103-224-000 | 11/12 #5 WATER/STRM | 46.00 |
| | | | 461-11-51201-581-000 | 11/12 #5 WATER/STRM | 36.18 |
| | | | 110-05-55103-224-000 | 11/12 #2 WATER/STRM | 28.64 |
| | | | 110-01-51802-223-000 | 11/12 1715 52 ST | 26.76 |
| | | | 110-01-51802-223-000 | 11/12 715 56TH ST | 23.58 |
| | | | 110-05-55109-223-000 | 11/12 #5 WATER/STRM | 11.92 |
| | | | 110-01-51802-224-000 | 11/12 715 56TH ST | 5.24 |
| | | | 110-01-51802-224-000 | 11/12 1715 52 ST | 5.24 |
| | | | 110-01-51802-224-000 | 11/12 2210 52 ST | 5.24 |
| | | | | CHECK TOTAL | 13,141.83 |
| 121948 | 11/21 | WILLKOMM INC., JERRY | 630-09-50101-392-000 | 10/12-SE DIESEL FUEL | 25,393.78 |
| 121949 | 11/21 | WE ENERGIES | 286-06-50212-259-000 | #5493961 UTILITIES | 24.24 |
| | | | 286-06-50203-259-000 | #5497096 UTILITIES | 22.63 |
| | | | | CHECK TOTAL | 46.87 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------|----------------------|----------------------|------------|
| 121950 | 11/21 | UNITED STATES TREASURY | 110-00-21581-000-000 | 11/23/12 DEDUCTION | 20.00 |
| 121951 | 11/21 | PAYNE & DOLAN INC. | 110-03-53103-355-000 | 10/12-ST ASPHALT MAT | 322.91 |
| 121952 | 11/21 | KENOSHA WATER UTILITY | 461-11-51001-581-000 | 4804 37TH AVE-SWU | 34.06 |
| | | | 461-11-51001-581-000 | 4908 37TH AVE-SWU | 28.88 |
| | | | 461-11-51001-581-000 | 4720 35TH AVE-SWU | 9.80 |
| | | | | CHECK TOTAL | 72.74 |
| 121953 | 11/21 | WIS FUEL & HEATING INC | 630-09-50101-392-000 | 11/12 DIESEL FUEL | 25,930.14 |
| | | | 630-09-50101-391-000 | 11/12 UNLEADED GASOL | 25,131.96 |
| | | | 630-09-50101-393-000 | 10/12 CE LUBRICANTS/ | 1,750.20 |
| | | | | CHECK TOTAL | 52,812.30 |
| 121954 | 11/21 | MATRX MEDICAL | 206-02-52205-344-000 | HOOK-FAST RAIL | 900.00 |
| 121955 | 11/21 | BROOKS TRACTOR, INC. | 630-09-50101-393-000 | 10/12 SE #2344 PARTS | 603.04 |
| | | | 630-09-50101-393-000 | 11/12 SE #2593 PARTS | 227.47 |
| | | | 630-09-50101-393-000 | 10/12 SE #2593 PARTS | 202.73 |
| | | | 630-09-50101-393-000 | 10/12 SE PARTS & MAT | 72.29 |
| | | | 630-09-50101-393-000 | 10/12 SE CREDIT PART | 90.00CR |
| | | | | CHECK TOTAL | 1,015.53 |
| 121956 | 11/21 | CURTIS INDUSTRIES, INC | 630-09-50101-393-000 | 10/12 SE FASTENERS-V | 399.31 |
| | | | 630-09-50101-393-000 | 10/12 SE FASTENERS-V | 379.70 |
| | | | | CHECK TOTAL | 779.01 |
| 121957 | 11/21 | FABCO EQUIPMENT, INC. | 630-09-50101-393-000 | 10/12 SE PARTS & MAT | 613.10 |
| | | | 630-09-50101-393-000 | 11/12 SE #2471 PARTS | 123.66 |
| | | | 630-09-50101-393-000 | 11/12 SE PARTS & MAT | 91.05 |
| | | | 630-09-50101-393-000 | 11/12 SE PARTS & MAT | 57.69 |
| | | | | CHECK TOTAL | 885.50 |
| 121958 | 11/21 | KENOSHA WATER UTILITY | 110-00-21914-000-000 | 10/12-BILL COLLECTIO | 15,222.21 |
| | | | 110-00-21913-000-000 | 10/12-TEMP PERMITS | 10,240.32 |
| | | | | CHECK TOTAL | 25,462.53 |
| 121959 | 11/21 | INLAND DETROIT DIESEL | 630-09-50101-393-000 | 11/12-SE PARTS/MATER | 2,436.06 |
| | | | 630-09-50101-393-000 | 10/12-SE PARTS/MATER | 124.98 |
| | | | 630-09-50101-393-000 | 10/12-SE CORE CREDIT | 2,091.31CR |
| | | | | CHECK TOTAL | 469.73 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|-----------|
| 121960 | 11/21 | BATTERIES PLUS LLC | 110-02-52203-344-000 | 11/12 FD-BATTERIES | 33.96 |
| | | | 206-02-52205-344-000 | 11/12 FD-BATTERIES | 30.36 |
| | | | | CHECK TOTAL | 64.32 |
| 121961 | 11/21 | AT&T | 110-01-51801-227-000 | 11/07-12/06 CIRCUITS | 292.25 |
| | | | 110-02-52103-227-000 | 11/07-12/06 CIRCUITS | 70.00 |
| | | | 110-02-52108-225-000 | 11/07-12/06 CIRCUITS | 54.25 |
| | | | 520-09-50301-227-000 | 11/07-12/06 CIRCUITS | 35.00 |
| | | | 110-02-52110-227-000 | 11/07-12/06 CIRCUITS | 35.00 |
| | | | | CHECK TOTAL | 486.50 |
| 121962 | 11/21 | DME ACCESS INC. | 520-09-50202-246-000 | 0/12 METRA ELEVATOR | 120.00 |
| 121963 | 11/21 | CHASE BANK KENOSHA | 110-00-21513-000-000 | 11/23/12 HRLY DEDCT | 19,692.48 |
| | | | 110-00-21612-000-000 | 11/23/12 HRLY DEDCT | 11,202.51 |
| | | | 110-00-21511-000-000 | 11/23/12 HRLY DEDCT | 7,588.77 |
| | | | 110-00-21614-000-000 | 11/23/12 HRLY DEDCT | 2,763.86 |
| | | | 110-00-21514-000-000 | 11/23/12 HRLY DEDCT | 2,763.54 |
| | | | | CHECK TOTAL | 44,011.16 |
| 121964 | 11/21 | BROWN & JONES REPORTING, INC | 110-09-56402-219-000 | MEDINA 11/14/08 | 378.20 |
| 121965 | 11/21 | ZILSKE LAW FIRM S C | 110-09-56405-212-000 | 8/24-10/4/12 W/C | 705.00 |
| 121966 | 11/21 | OFFICEMAX | 110-01-52001-311-000 | 10/12 MC #2334 OFFC | 563.49 |
| | | | 110-05-55109-311-000 | 10/12 PA #2333 OFFC | 162.89 |
| | | | 110-02-52201-311-000 | 10/12 FD #2323 OFFC | 150.54 |
| | | | 110-01-50301-311-000 | 10/12 LE #2329 OFFC | 125.03 |
| | | | 520-09-50106-311-000 | 10/12 TD #2336 OFFC | 112.63 |
| | | | 110-01-51101-311-000 | 10/12 FN #2335 OFFC | 33.57 |
| | | | 110-01-50301-311-000 | 10/12 LE #2329 RETN | 2.99CR |
| | | | | CHECK TOTAL | 1,145.16 |
| 121967 | 11/21 | FIRESIDE RESTAURANT | 761-09-50101-263-000 | KTV ANNIVERSARY | 781.10 |
| 121968 | 11/21 | REGISTRATION FEE TRUST | 110-09-56519-909-000 | LIC RNWL FLT 2524 | 75.00 |
| 121969 | 11/21 | INDUSTRIAL MARKETING | 630-09-50101-393-000 | 10/12-SE SWEEPER PAR | 239.57 |
| | | | 630-09-50101-393-000 | 10/12-SE#2993 SWEEPE | 181.40 |
| | | | 630-09-50101-393-000 | 10/12-SE#2993 SWEEPE | 52.30 |
| | | | | CHECK TOTAL | 473.27 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|--|--|
| 121970 | 11/21 | XEROX CORPORATION | 110-02-52201-232-000 | 9/22-10/23 MAINTENAN | 49.51 |
| 121971 | 11/21 | EMS MEDICAL BILLING ASSOC. | 206-02-52205-219-000 206-02-52205-219-000 110-00-46209-999-000 | 09/12 BILLING FEE 09/12 CERT. COMM. 09/12 SERVICES CHECK TOTAL | 12,205.14 1,359.27 388.17 13,952.58 |
| 121972 | 11/21 | INTERSPIRO | 110-02-52203-369-000 110-02-52203-369-000 | S7 FACE MASK XL S7 FACE MASK, SMALL CHECK TOTAL | 1,477.80 1,477.80 2,955.60 |
| 121973 | 11/21 | T-MOBILE | 501-09-50103-226-000 | 10/8-11/7-WIRELESS C | 42.19 |
| 121974 | 11/21 | REGISTRATION FEE TRUST | 110-09-56519-909-000 | TITLE & REG #3210 | 74.50 |
| 121975 | 11/21 | CONCRETE SPECIALTIES CO. | 403-11-51102-588-000 403-11-51102-588-000 403-11-51102-588-000 | 10/12 SW STORM INLET 10/12 SW STORM INLET 10/12 SW STORM INLET CHECK TOTAL | 746.20 560.00 126.00 1,432.20 |
| 121976 | 11/21 | PARKSIDE TRUE VALUE HARDWARE | 110-01-51306-312-000 110-02-52203-382-000 | 10/12-CT SERVICES/SU 10/12-FD SUPPLIES CHECK TOTAL | 80.35 54.38 134.73 |
| 121977 | 11/21 | MESSERLI & KRAMER P.A. | 110-00-21581-000-000 | 11/23/12 D LARSON | 175.08 |
| 121978 | 11/21 | EXAMBUILDER | 206-02-52205-316-000 | SITE LICENSES | 2,070.00 |
| 121979 | 11/21 | AECOM TECHNICAL SERVICES INC | 493-11-50105-219-000 | 9/1-10/5 REMEDIAL | 1,678.20 |
| 121980 | 11/21 | 5 ALARM FIRE & SAFETY EQUIP. | 110-02-52203-235-000 110-02-52203-235-000 | 10/12 STN4-PARTS/MTL 10/12 STN 3-PARTS & CHECK TOTAL | 508.01 500.00 1,008.01 |
| 121981 | 11/21 | HOERNEL LOCK & KEY, INC. | 110-05-55109-246-000 | HANDLE-BEACH HOUSE | 340.00 |
| 121982 | 11/21 | KESSINGER, NANCY | 110-01-51303-263-000 110-02-52201-311-000 110-01-51301-263-000 206-02-52205-363-000 110-01-51301-311-000 110-01-51303-311-000 110-01-50301-311-000 110-01-51303-219-000 110-01-51303-261-000 206-02-52205-318-000 110-01-51306-312-000 | 11/12-REPLENISH 11/12-REPLENISH 11/12-REPLENISH 11/12-REPLENISH 11/12-REPLENISH 11/12-REPLENISH 11/12-REPLENISH 11/12-REPLENISH 11/12-REPLENISH 11/12-REPLENISH 11/12-REPLENISH CHECK TOTAL | 38.49 22.55 20.96 19.98 16.88 14.73 6.44 5.75 5.00 4.47 2.60 157.85 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|--|--|--|
| 121983 | 11/21 | MCAFFEE | 110-01-51102-233-000 110-01-51102-233-000 | EMAIL PROTECTION INTELLIGENT ROUTING CHECK TOTAL | 3,720.00 360.00 4,080.00 |
| 121984 | 11/21 | HUMANA CLAIMS | 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 | 11/16/12 MED CLAIMS 11/19/12 MED CLAIMS 11/16/12 PHARMACY 11/19/12 PHARMACY 11/20/12 MED CLAIMS 11/20/12 PHARMACY CHECK TOTAL | 173,329.54 68,185.10 20,463.24 14,565.28 7,311.49 4,025.29 287,879.94 |
| 121985 | 11/21 | PAGEL HYDRAULIC SERVICE | 630-09-50101-393-000 | 10/12-SE SERVICES/PA | 948.63 |
| 121986 | 11/21 | AUTO ZONE INC. | 630-09-50101-393-000 | 10/12 SE #2390 PARTS | 70.98 |
| 121987 | 11/21 | US CELLULAR | 110-02-52102-226-000 631-09-50101-226-000 110-02-52102-226-000 110-02-52103-226-000 110-02-52103-226-000 110-02-52108-226-000 631-09-50101-226-000 205-03-53118-226-000 110-02-52108-226-000 110-02-52101-226-000 205-03-53118-226-000 110-02-52101-226-000 | 11/12 PD-CELL SERVC 11/12 EN-CELL AIRTM 11/12 PD-CELL AIRTM 11/12 PD-CELL AIRTM 11/12 PD-CELL SERVC 11/12 PD-CELL AIRTM 11/12 EN-CELL SERVC 11/12 WA-CELL SERVC 11/12 PD-CELL SERVC 11/12 PD-CELL SERVC 11/12 WA-CELL AIRTM 11/12 PD-CELL AIRTM CHECK TOTAL | 120.00 109.84 100.05 26.25 24.00 15.13 9.00 3.00 3.00 3.00 1.87 .81 415.95 |
| 121988 | 11/21 | EMERGING COMMUNITIES CORP | 420-11-51004-219-000 | 11/12 CONSULT SERVC | 2,500.00 |
| 121989 | 11/21 | DIVERSIFIED COLLECTION SVCS | 110-00-21581-000-000 | 11/23/12 DEDUCITON | 35.92 |
| 121990 | 11/21 | VERIZON WIRELESS | 110-03-53103-226-000 631-09-50101-226-000 110-03-53101-226-000 110-05-55101-226-000 501-09-50101-226-000 110-01-51301-226-000 110-02-52103-226-000 110-01-51201-226-000 110-01-50301-226-000 110-01-51801-226-000 520-09-50301-226-000 110-02-52201-226-000 110-02-52101-226-000 110-01-51303-226-000 110-02-52103-226-000 | 10/24-11/23 SERVICE 10/24-11/23 CELL SRV | 1,427.97 278.38 207.87 132.80 127.33 115.76 113.38 96.54 83.45 69.87 58.56 58.56 57.88 57.88 41.32 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|----------|
| | | | 110-01-50901-226-000 | 10/24-11/23 SERVICE | 38.23 |
| | | | 110-01-51101-226-000 | 10/24-11/23 SERVICE | 29.90 |
| | | | 110-01-51901-226-000 | 10/24-11/23 SERVICE | 28.43 |
| | | | 206-02-52205-226-000 | 10/24-11/23 DATA PLN | 28.43 |
| | | | 521-09-50101-226-000 | 10/24-11/23 SERVICE | 26.08 |
| | | | 110-01-51601-226-000 | 10/24-11/23 SERVICE | 25.22 |
| | | | | CHECK TOTAL | 3,103.84 |
| 121991 | 11/21 | VIDACARE CORPORATION | 206-02-52205-318-000 | 10/12-FD NEEDLES | 1,988.31 |
| 121992 | 11/21 | PROZANSKI, DANIEL | 110-01-50101-265-000 | REISSUE 8/12 REIMB | 130.00 |
| 121993 | 11/21 | ID SOLUTIONS, INC. | 110-01-51102-233-000 | SILVER MAINT SERVICE | 549.05 |
| 121994 | 11/21 | ALUMITANK INC | 630-09-50101-393-000 | 10/12 SE ALUMINUM FU | 1,634.87 |
| 121995 | 11/21 | TIPPMANN INDUSTRIAL PRODUCTS | 110-03-53110-369-000 | PROPANE HAMMER | 2,070.00 |
| | | | 110-03-53110-369-000 | V-LOCK ADAPTER | 250.00 |
| | | | 110-03-53110-369-000 | SIGN POST ADAPTER | 150.00 |
| | | | | CHECK TOTAL | 2,470.00 |
| 121996 | 11/21 | JOHNSON BANK | 110-00-21532-000-000 | 11/23/12 CITY HRLY | 820.39 |
| | | | 110-00-21532-000-000 | 11/23/12 WATER HRLY | 499.62 |
| | | | | CHECK TOTAL | 1,320.01 |
| 121997 | 11/21 | FIFTY STATES DIST. | 110-02-52203-259-000 | 10/12-FD LAUNDRY SER | 1,437.44 |
| 121998 | 11/21 | CARQUEST AUTO PARTS | 520-09-50201-347-000 | 10/12 TD PARTS/MATER | 343.31 |
| | | | 520-09-50201-347-000 | 10/12 TD PARTS/MATER | 340.58 |
| | | | 520-09-50201-347-000 | 09/12 TD CORE RETURN | 5.00CR |
| | | | 520-09-50201-347-000 | 10/12 TD CORE RETURN | 20.00CR |
| | | | 520-09-50201-347-000 | 10/12 TD CORE RETURN | 20.00CR |
| | | | 520-09-50201-347-000 | 09/12 TD CORE RETURN | 30.00CR |
| | | | | CHECK TOTAL | 608.89 |
| 121999 | 11/21 | STEPP EQUIPMENT CO. | 630-09-50101-393-000 | 10/12-SE#2838 PARTS/ | 222.37 |
| | | | 630-09-50101-393-000 | 10/12-SE#2395 PARTS/ | 39.76 |
| | | | | CHECK TOTAL | 262.13 |
| 122000 | 11/21 | VERHALEN, INC. | 110-02-52203-246-000 | REPLACEMENT ROLLERS | 311.35 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|--|---|
| 122001 | 11/21 | MILWAUKEE CARPENTERS | 206-00-13107-000-000 | 7/28/11 D KNAPP | 86.11 |
| 122002 | 11/21 | OSI ENVIRONMENTAL INC | 110-03-53117-253-000 | 10/12-ST REMOVAL SER | 110.00 |
| 122003 | 11/21 | TENNESSEE CHILD SUPPORT | 110-00-21581-000-000 | 11/23/12 DEDUCTION | 71.53 |
| 122004 | 11/21 | BASCOM, BUDISH & CEMAN, S.C. | 110-09-56405-212-000 110-09-56405-212-000 | 10/8-11/2/12 W/C 10/1-31/12 W/C | 243.00 243.00 |
| | | | | CHECK TOTAL | 486.00 |
| 122005 | 11/21 | MARESCALCO COUNTYWIDE | 758-09-50104-259-851 758-09-50103-259-851 | AS BUILT SURVEY AS BUILT SURVEY | 375.00 375.00 |
| | | | | CHECK TOTAL | 750.00 |
| 122006 | 11/21 | KRAFTBILT | 110-01-51101-311-000 110-01-51101-311-000 | COLUMNAR PADS COLMNR PADS | 54.45 42.00 |
| | | | | CHECK TOTAL | 96.45 |
| 122007 | 11/21 | MOST DEPENDABLE FOUNTAINS | 405-11-51217-589-825 405-11-51217-589-822 | DRINKING/PET FOUNTN DRINKING/PET FOUNTN | 4,670.00 2,485.00 |
| | | | | CHECK TOTAL | 7,155.00 |
| 122008 | 11/21 | GENERATION ELECTRIC | 520-09-50401-246-000 | INSTALL OUTLET | 365.00 |
| 122009 | 11/21 | FOSTER COACH SALES, INC. | 206-02-52205-344-000 | SPEAKER | 410.61 |
| 122010 | 11/21 | RACINE BUSINESS MACHINES | 110-01-51102-232-000 | REPLACE PRINthead | 282.00 |
| 122011 | 11/21 | CHAPTER 13 TRUSTEE | 110-00-21532-000-000 110-00-21532-000-000 | 11/23/12 DEDUCTION 11/23/12 DEDUCTION | 323.00 104.00 |
| | | | | CHECK TOTAL | 427.00 |
| 122012 | 11/21 | FORCE AMERICA | 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 | 10/12 SE PARTS/MATER 11/12 SE PARTS/MATER 11/12 SE PARTS/MATER | 2,821.06 414.50 178.28 |
| | | | | CHECK TOTAL | 3,413.84 |
| 122013 | 11/21 | MENARDS (KENOSHA) | 501-09-50105-359-000 110-05-55109-389-000 501-09-50105-344-000 501-09-50105-344-000 501-09-50105-344-000 110-03-53110-389-000 501-09-50105-359-000 110-03-53110-389-000 110-03-53103-382-000 | 10/12-SW MERCHANDISE 10/12-PA MERCHANDISE 10/12-PD MERCHANDISE 10/12-SW MERCHANDISE 10/12-SW MERCHANDISE 10/12-ST MERCHANDISE 10/12-SW MERCHANDISE 10/12-ST MERCHANDISE 10/12-ST MERCHANDISE | 225.79 188.93 161.53 73.47 39.80 28.46 21.15 19.23 7.96 |
| | | | | CHECK TOTAL | 766.32 |
| 122014 | 11/21 | MENARDS (KENOSHA) | 262-06-50101-259-000 | #5496350 LADDER | 29.94 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|--------------------------|----------------------|----------------------|----------|
| | | | 286-06-50215-259-000 | #5496353 SUPPLIES | 17.48 |
| | | | 286-06-50216-259-000 | #5496352 SUPPLIES | 15.98 |
| | | | | CHECK TOTAL | 63.40 |
| 122015 | 11/21 | WIS SCTF | 110-00-21581-000-000 | 11/23/12 HRLY DEDCT | 980.27 |
| | | | 110-00-21581-000-000 | 11/21/12 SAL DEDUCT | 22.58 |
| | | | | CHECK TOTAL | 1,002.85 |
| 122016 | 11/21 | ALL KOOL RADIATOR REPAIR | 630-09-50101-393-000 | 10/12 SE RADIATOR RE | 2,087.50 |
| 122017 | 11/21 | NEXTEL COMMUNICATIONS | 110-02-52109-226-000 | 10/12 PHONE SERVICE | 318.83 |
| 122018 | 11/21 | COPY CENTER | 761-09-50101-311-000 | ANNIV PROG BOOK | 50.00 |
| 122019 | 11/21 | ROCKFORD IND. WELDING | 632-09-50101-389-000 | 10/12-SE SUPPLIES/MA | 559.75 |
| | | | 501-09-50105-344-000 | 10/12-SW SUPPLIES/RE | 185.84 |
| | | | | CHECK TOTAL | 745.59 |
| 122020 | 11/21 | TIME WARNER CABLE | 110-01-51102-233-000 | 11/9-12/8-ROADRUNNER | 839.94 |
| 122021 | 11/21 | ARAMARK | 110-01-51801-246-000 | 10/12 MB ENTRANCE MA | 98.28 |
| | | | 520-09-50202-246-000 | 10/12 TD ENTRANCE MA | 41.64 |
| | | | 110-03-53116-246-000 | 10/12 WA ENTRANCE MA | 37.76 |
| | | | 632-09-50101-246-000 | 10/12 SE ENTRANCE MA | 15.10 |
| | | | | CHECK TOTAL | 192.78 |
| 122022 | 11/21 | NFPA FULFILLMENT CTR | 110-02-52206-383-000 | EV EMERGENCY FLD GD | 278.95 |
| | | | 110-02-52206-383-000 | EV EMERGENCY FLD GD | 45.00 |
| | | | 110-02-52206-383-000 | EV EMERGENCY FLD GD | 27.00 |
| | | | | CHECK TOTAL | 350.95 |
| 122023 | 11/21 | BOUND TREE MEDICAL, LLC | 206-02-52205-318-000 | 10/12 FD MEDICAL SUP | 125.40 |
| 122024 | 11/21 | BUSCHE, JUDY LLC | 110-01-50301-219-000 | 10/12 PROCESS SERVC | 518.00 |
| | | | 110-01-50101-219-000 | 10/12 PROCESS SERVC | 224.00 |
| | | | | CHECK TOTAL | 742.00 |
| 122025 | 11/21 | KIMBALL MIDWEST | 630-09-50101-393-000 | 2" GRIT FLEX DISC | 48.90 |
| | | | 630-09-50101-393-000 | ADHESIVE | 13.99 |
| | | | 632-09-50101-389-000 | PART CLEANING BRUSH | 13.78 |
| | | | | CHECK TOTAL | 76.67 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|----------|
| 122026 | 11/21 | FOX VALLEY CHEMICAL CO | 110-02-52203-382-000 | 10/12 FD #3 CONSUMAB | 91.60 |
| | | | 110-02-52203-382-000 | 10/12 FD #4 CONSUMAB | 33.44 |
| | | | | CHECK TOTAL | 125.04 |
| 122027 | 11/21 | PROCESSWORKS, INC. | 110-09-56310-219-000 | 10/12 ADMIN CHARGES | 184.04 |
| 122028 | 11/21 | ERICKSON AUTO TRIM | 630-09-50101-393-000 | 11/12 SE #2796 UPHOL | 352.50 |
| 122029 | 11/21 | MILWAUKEE TRUCK SALES INC | 630-09-50101-393-000 | 10/12-SE#2064 REPAIR | 37.38 |
| 122030 | 11/21 | HASTINGS AIR ENERGY CONTROL | 110-02-52203-246-000 | PLYMOVENT SYS REPAIR | 1,637.55 |
| | | | 110-02-52203-246-000 | PLYMOVENT SYS REPAIR | 139.95 |
| | | | | CHECK TOTAL | 1,777.50 |
| 122031 | 11/21 | AIRGAS NORTH CENTRAL | 206-02-52205-389-000 | 10/12 FD-OXYGEN CYL | 72.61 |
| | | | 520-09-50201-317-000 | 10/12 TD-INDSTL GAS | 60.64 |
| | | | 206-02-52205-389-000 | 10/12 FD-OXYGEN CYL | 58.75 |
| | | | 206-02-52205-389-000 | 09/12 FD-INDSTL CYL | 53.46 |
| | | | 520-09-50201-317-000 | 10/12 TD-INDSTL GAS | 51.87 |
| | | | 520-09-50201-317-000 | 09/12 TD-INDSTL GAS | 43.74 |
| | | | 206-02-52205-389-000 | 09/12 FD-OXYGEN CYL | 24.30 |
| | | | 206-02-52205-344-000 | 09/12 FD-INDSTL CYL | 24.30 |
| | | | 206-02-52205-389-000 | 09/12 FD-INDSTL CYL | 19.44 |
| | | | 206-02-52205-344-000 | 09/12 FD-INDSTL CYL | 19.44 |
| | | | 520-09-50201-317-000 | 10/12 TD-INDSTL GAS | 13.77 |
| | | | | CHECK TOTAL | 442.32 |
| 122032 | 11/21 | AURORA MEDICAL GROUP | 110-01-51303-216-000 | 07/12 SCREENS | 207.00 |
| 122033 | 11/21 | UHS PHYSICIAN CLINIC | 110-09-56405-161-000 | 8/24/12 W/C | 51.59 |
| 122034 | 11/21 | IOD INCORPORATED | 110-09-56405-161-000 | 11/6/12 W/C | 7.90 |
| 122035 | 11/21 | AURORA HEALTH CARE | 110-09-56405-161-000 | 9/17-28/12 W/C | 1,790.10 |
| | | | 110-09-56405-161-000 | 9/26/12 W/C | 63.75 |
| | | | | CHECK TOTAL | 1,853.85 |
| 122036 | 11/21 | GENEX SERVICES INC | 110-09-56405-161-000 | 10/31-11/15/12 W/C | 740.56 |
| 122037 | 11/21 | TRUST ACCOUNT OF SCHOONE, | 110-09-56404-719-000 | GRANGER DOL 7/6/10 | 7,500.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|------------|
| 122038 | 11/21 | KLICKO, HELEN | 611-00-49135-000-000 | AUGUST DENTAL | 17.02 |
| 122039 | 11/21 | DRALL, DIANE | 206-00-13107-000-000 | TRANSPORT 4/22/11 | 605.00 |
| 122040 | 11/21 | KISSER, ERVIN | 206-00-13107-000-000 | TRANSPORT 5/02/12 | 88.11 |
| 122041 | 11/21 | DALTON, LESLIE M | 110-00-21111-000-000 | COURT PYMT R014527 | 3.80 |
| 122042 | 11/21 | STEIN, GARY | 611-00-21105-000-000 | ORTHO HRA REIMBURSE | 110.00 |
| 122043 | 11/28 | RA SMITH & ASSOCIATES | 402-11-51113-219-000 | 10/12 122 AVE RECON | 1,676.49 |
| 122044 | 11/28 | VIKING ELECTRIC SUPPLY | 110-03-53117-246-000 | 10/12-WA ELECTRICAL | 30.00 |
| 122045 | 11/28 | GENERAL COMMUNICATIONS, INC. | 110-02-52103-369-000 | 11/12-PD MISC. ITEMS | 46.50 |
| 122046 | 11/28 | HWY C SERVICE | 501-09-50105-235-000 | 10/12-SW SERVICE/PAR | 145.72 |
| 122047 | 11/28 | UNITED HOSPITAL SYSTEMS INC | 206-02-52205-318-000 | 10/12 DRUGS | 764.75 |
| | | | 110-02-52101-219-000 | 10/12 12-164742 LAB | 49.60 |
| | | | 110-02-52101-219-000 | 11/12 12-159732 LAB | 49.60 |
| | | | 110-02-52101-219-000 | 10/12 12-167960 LAB | 49.60 |
| | | | | CHECK TOTAL | 913.55 |
| 122048 | 11/28 | KENOSHA COUNTY INTERFAITH | 291-06-50611-259-000 | #5498072 SUBGR AGMT | 9,795.15 |
| 122049 | 11/28 | VAN'S GAS SERVICE INC | 110-03-53103-355-000 | 10/12 ST PROPANE GAS | 67.00 |
| | | | 110-03-53116-246-000 | 10/12 WA PROPANE GAS | 31.00 |
| | | | 630-09-50101-393-000 | 10/12 CE PROPANE GAS | 18.15 |
| | | | | CHECK TOTAL | 116.15 |
| 122050 | 11/28 | WIS DEPT OF REVENUE | 110-00-21512-000-000 | 11/1-15/12 DEDUCTS | 110,027.92 |
| 122051 | 11/28 | WE ENERGIES | 110-03-53109-221-000 | #45 10/11-11/13 | 2,266.19 |
| | | | 110-03-53109-221-000 | #45 10/10-11/08 | 1,539.76 |
| | | | 110-03-53109-221-000 | #45 10/08-11/06 | 948.94 |
| | | | 110-02-52203-221-000 | #45 10/09-11/06 | 783.44 |
| | | | 110-03-53109-221-000 | #45 10/05-11/06 | 699.09 |
| | | | 110-03-53109-221-000 | #45 10/11-11/09 | 577.14 |
| | | | 110-03-53109-221-000 | #45 09/18-10/15 | 463.04 |
| | | | 110-05-55109-221-000 | #45 10/11-11/11 | 443.76 |
| | | | 110-03-53109-221-000 | #45 10/11-11/11 | 405.38 |
| | | | 110-02-52203-221-000 | #45 10/08-11/06 | 370.46 |
| | | | 110-05-55109-221-000 | #45 10/07-11/05 | 368.08 |
| | | | 110-03-53103-221-000 | #45 10/07-11/05 | 267.20 |
| | | | 110-05-55109-221-000 | #45 10/10-11/08 | 194.61 |
| | | | 110-05-55109-221-000 | #45 10/09-11/07 | 154.97 |
| | | | 110-05-55102-221-000 | #45 10/10-11/08 | 145.25 |
| | | | 110-03-53109-221-000 | #45 10/07-11/05 | 144.78 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|-----------|
| | | | 110-02-52203-222-000 | #45 10/07-11/05 | 91.16 |
| | | | 110-05-55109-221-000 | #45 10/08-11/06 | 89.29 |
| | | | 110-05-55102-221-000 | #45 10/09-11/07 | 74.34 |
| | | | 110-05-55109-221-000 | #45 10/05-11/05 | 68.55 |
| | | | 110-02-52203-222-000 | #45 10/08-11/06 | 64.41 |
| | | | 110-03-53109-221-000 | #45 10/14-11/12 | 47.64 |
| | | | 110-05-55109-222-000 | #45 10/07-11/05 | 43.91 |
| | | | 632-09-50101-221-000 | #45 10/11-11/11 | 41.43 |
| | | | 519-09-50106-221-000 | #45 10/07-11/05 | 27.00 |
| | | | 110-05-55109-221-000 | #45 10/04-11/04 | 22.15 |
| | | | 110-05-55102-221-000 | #45 10/09-11/07 | 15.01 |
| | | | 110-01-51802-222-000 | #45 912 35TH ST | 8.99 |
| | | | 110-05-55109-222-000 | #45 10/09-11/07 | 8.41 |
| | | | 110-05-55109-221-000 | #45 09/06-11/05 | 8.25 |
| | | | 110-05-55109-221-000 | #45 10/14-11/12 | 7.54 |
| | | | 110-03-53116-221-000 | #45 09/11-09/11 | 189.95CR |
| | | | | CHECK TOTAL | 10,200.22 |
| 122052 | 11/28 | STATE OF WISCONSIN | 110-00-21901-999-000 | 10/12 COURT COSTS | 16,519.00 |
| | | | 110-00-21911-999-000 | 10/12 COURT COSTS | 13,722.95 |
| | | | 110-00-45104-999-000 | 10/12 COURT COSTS | 9,897.53 |
| | | | | CHECK TOTAL | 40,139.48 |
| 122053 | 11/28 | PAYNE & DOLAN INC. | 110-03-53103-355-000 | 10/12-ASPHALT MATERI | 571.09 |
| 122054 | 11/28 | DICK'S ROOF REPAIR SERVICE | 255-06-50475-259-000 | #5499588 REHAB | 5,000.00 |
| | | | 255-06-50474-259-000 | #5499598 REHAB | 4,040.00 |
| | | | 255-06-50473-259-000 | 35499594 REHAB | 3,120.00 |
| | | | | CHECK TOTAL | 12,160.00 |
| 122055 | 11/28 | STREICHER'S POLICE EQUIPMENT | 110-02-52103-365-000 | .233 CAL DUTY: TRU, | 540.00 |
| | | | 110-02-52103-365-000 | GUN CASE: TACTICAL | 195.93 |
| | | | 110-02-52103-365-000 | NYLON BAG: X-LARGE, | 143.94 |
| | | | | CHECK TOTAL | 879.87 |
| 122056 | 11/28 | WEST GROUP | 110-01-50301-322-000 | 10/12-LE SUBSCRIPTIO | 1,186.00 |
| | | | 110-01-50301-322-000 | 10/12-LE ONLINE MATE | 715.65 |
| | | | | CHECK TOTAL | 1,901.65 |
| 122057 | 11/28 | SOS TECHNOLOGIES | 241-09-50101-369-000 | BATTERY | 2,246.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|--|--|
| 122058 | 11/28 | MEDICAL COLLEGE OF WISCONSIN | 206-02-52205-219-000 | 11/12-MED DIR SERVIC | 5,356.00 |
| 122059 | 11/28 | KENOSHA AREA CHAMBER | 761-00-16250-000-000 | 2013 EXPO BOOTH | 250.00 |
| 122060 | 11/28 | DREAMSCAPE LAWN CARE | 633-09-50101-249-000 633-09-50101-249-000 | PROPERTY CLEAN-UP WEEKLY LAWN CARE CHECK TOTAL | 195.00 80.00 275.00 |
| 122061 | 11/28 | WIS DEPT OF JUSTICE | 110-01-51303-219-000 | 10/12-SERVICES | 14.00 |
| 122062 | 11/28 | FEDEX | 110-01-51306-312-000 | 11/1/12 PW LOMC SHIP | 61.40 |
| 122063 | 11/28 | KENOSHA ACHIEVEMENT CENTER | 291-06-50610-259-000 | #5498062 SUBGR AGMT | 8,684.55 |
| 122064 | 11/28 | OFFICEMAX | 110-02-52201-311-000 110-01-50901-311-000 110-02-52103-311-000 631-09-50101-311-000 110-05-55109-311-000 110-02-52201-311-000 110-01-51102-311-000 110-01-50101-311-000 110-01-50301-311-000 | 10/12 FD #2340 OFFC 11/12 AS #2342 OFFC 10/12 PD #2337 OFFC 11/12 EN #2344 OFFC 10/12 PA #2339 OFFC 11/12 FD #2343 OFFC 11/12 DP #2341 OFFC 10/12 CT MISC OFFICE 10/12 CT MISC OFFICE CHECK TOTAL | 328.40 302.71 138.00 130.47 67.58 43.70 24.98 19.46 3.33 1,058.63 |
| 122065 | 11/28 | SWARTZ NURSERY & GARDEN SHOP | 407-11-51001-353-000 407-11-51101-353-000 | 10/12 TREE PLANTING 10/12 TREE PLANTING CHECK TOTAL | 8,425.00 2,690.00 11,115.00 |
| 122066 | 11/28 | PAT'S SERVICES, INC. | 205-03-53119-282-000 | 10/12-PORTABLE TOILE | 65.80 |
| 122067 | 11/28 | LALONDE CONTRACTORS INC | 409-11-51111-589-000 | FINAL-39TH AVE RECON | 29,385.74 |
| 122068 | 11/28 | APPERSON | 110-01-51303-311-000 | ANSWER KEYS | 48.12 |
| 122069 | 11/28 | WISCONSIN WOMEN'S BUSINESS | 291-06-50402-259-000 | #5498082 SUBGR AGMT | 21,445.52 |
| 122070 | 11/28 | PETCO | 213-09-50101-381-000 213-09-50101-381-000 213-09-50101-381-000 | 10/12-PD MIKY SUPPLI 09/12-PD EDY SUPPLIE 10/12-PD PET SUPPLIE CHECK TOTAL | 75.95 60.96 54.18 191.09 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|----------------------------|--|---|--|
| 122071 | 11/28 | AT CONFERENCE | 110-01-51801-225-000 | CONF CALL ADMIN | 6.44 |
| 122072 | 11/28 | BENDLIN FIRE EQUIPMENT CO. | 110-02-52203-344-000 | 11/12 FD PARTS/MATER | 74.77 |
| 122073 | 11/28 | SERWE IMPLEMENT | 630-09-50101-393-000 | 10/12-SE#2235 PARTS/ | 119.60 |
| 122074 | 11/28 | MG TRUST COMPANY | 761-09-50101-151-000 761-00-21599-000-000 | 11/12 PIRO/RIMKUS 11/12 PIRO/RIMKUS CHECK TOTAL | 239.60 239.60 479.20 |
| 122075 | 11/28 | UNITED HOSPITAL SYSTEM | 110-02-52102-219-000 | 12-176553 RECORDS | 58.48 |
| 122076 | 11/28 | HUMANA CLAIMS | 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 | 11/26/12 MED CLAIMS 11/27/12 MED CLAIMS 11/26/12 PHARMACY 11/21/12 MED CLAIMS 11/27/12 PHARMACY 11/21/12 PHARMACY 10/12 ADMN PRIOR RX 10/12 SUBRGTN FEES 10/12 SHARE SAVINGS 10/12 VOIDS 10/12 FINCL RECOV CHECK TOTAL | 250,085.49 41,713.86 38,631.03 6,953.50 3,162.32 2,268.26 1,120.00 1,046.68 717.28 547.69CR 6,845.01CR 338,305.72 |
| 122077 | 11/28 | PAGEL HYDRAULIC SERVICE | 630-09-50101-393-000 630-09-50101-393-000 | 10/12-SE#2838 SERVIC 11/12-SE#2241 SERVIC CHECK TOTAL | 375.00 260.00 635.00 |
| 122078 | 11/28 | PAUL CONWAY SHIELDS | 110-02-52206-367-000 | 11/12-FD TURNOUT GEA | 64.25 |
| 122079 | 11/28 | US CELLULAR | 206-02-52205-226-000 110-01-51601-226-000 110-03-53103-226-000 206-02-52205-226-000 110-01-51801-226-000 110-05-55109-226-000 110-01-51601-226-000 205-03-53119-226-000 110-03-53103-226-000 110-05-55101-226-000 110-05-55102-226-000 110-05-55109-226-000 110-01-51801-226-000 520-09-50401-227-000 205-03-53119-226-000 110-05-55111-226-000 110-05-55102-226-000 110-05-55111-226-000 | 11/12 FD-CELL SERVC 11/12 CD-CELL AIRTM 11/12 ST-CELL AIRTM 11/12 FD-CELL AIRTM 11/12 MB-CELL AIRTM 11/12 PA-CELL AIRTM 11/12 CD-CELL SERVC 11/12 ST-CELL AIRTM 11/12 ST-CELL SERVC 11/12 PA-CELL SERVC 11/12 PA-CELL AIRTM 11/12 PA-CELL SERVC 11/12 MB-CELL SERVC 11/12 TD-CELL SERVC 11/12 ST-CELL SERVC 11/12 PA-CELL SERVC 11/12 PA-CELL SERVC 11/12 PA-CELL SERVC 11/12 PA-CELL AIRTM | 133.15 101.97 53.47 46.83 43.93 42.62 24.00 23.96 15.00 14.67 9.99 9.00 6.00 3.00 3.00 3.00 3.00 1.31 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|---------------------------|----------------------|----------------------|-----------|
| | | | 520-09-50401-227-000 | 11/12 TD-CELL AIRTM | .71 |
| | | | | CHECK TOTAL | 538.61 |
| 122080 | 11/28 | WASTE MANAGEMENT OF WI | 110-03-53117-253-416 | 11/12 1125.09 TONS | 25,674.56 |
| | | | 501-09-50104-253-000 | 11/12 666.02 TONS | 15,851.49 |
| | | | 110-03-53117-253-416 | 11/12 WDNR TONNAGE | 14,626.17 |
| | | | 501-09-50104-253-000 | 11/12 WDNR TONNAGE | 8,658.26 |
| | | | 110-03-53117-253-417 | 11/12 103.95 TONS | 2,372.14 |
| | | | 110-03-53117-253-417 | 11/12 14 CMPCT PULLS | 2,293.91 |
| | | | 110-03-53117-253-416 | 11/12 FUEL SURCHARGE | 2,147.83 |
| | | | 501-09-50104-253-000 | 11/12 FUEL SURCHARGE | 1,366.74 |
| | | | 110-03-53117-253-417 | 11/12 WDNR TONNAGE | 1,351.35 |
| | | | 501-09-50104-253-000 | 11/12 ENVIRO SURCHG | 630.00 |
| | | | 110-03-53117-253-417 | 11/12 FUEL SURCHARGE | 392.05 |
| | | | 110-03-53117-253-416 | 11/12 ENVIRO SURCHG | 330.00 |
| | | | 110-03-53117-253-417 | 11/12 ENVIRO SURCHG | 84.00 |
| | | | 501-09-50104-253-000 | 11/12 ENVIRO SURCHG | 44.00 |
| | | | | CHECK TOTAL | 75,822.50 |
| 122081 | 11/28 | NICK'S ROOFING OF KENOSHA | 255-06-50471-259-000 | #5497368 REHAB | 3,270.00 |
| 122082 | 11/28 | MALSACK, J | 110-09-56501-259-570 | 12/12 5927 5TH AVE | 204.55 |
| | | | 110-09-56501-259-570 | 12/12 6610 29TH AVE | 198.66 |
| | | | 110-09-56501-259-570 | 11/12 1818 75TH ST | 161.50 |
| | | | 110-09-56501-259-570 | 11/12 6628 20TH AVE | 117.04 |
| | | | | CHECK TOTAL | 681.75 |
| 122083 | 11/28 | BROOKHOUSE & HEMSING LAW | 110-01-51303-212-000 | 10/12 M TOLBERT | 342.50 |
| 122084 | 11/28 | JENSEN TOWING | 110-02-52103-219-000 | 10/12 12-154162 TOW | 45.00 |
| | | | 110-02-52103-219-000 | 10/12 12-158623 TOW | 45.00 |
| | | | | CHECK TOTAL | 90.00 |
| 122085 | 11/28 | REGISTER OF DEEDS | 631-09-50101-311-000 | 09/12-DOCUMNT COPIES | 14.00 |
| 122086 | 11/28 | INTERNATIONAL PERSONNEL | 110-01-51303-219-000 | ADMIN ASST EXAM | 1,285.38 |
| | | | 110-01-51303-219-000 | MODULE | 59.40 |
| | | | | CHECK TOTAL | 1,344.78 |
| 122087 | 11/28 | LEE AUTO REPAIR | 630-09-50101-393-000 | BRAKE LINE FLT 2892 | 44.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|-----------|
| 122088 | 11/28 | SHINDLER TIRE RECYCLING LLC | 205-03-53118-219-000 | 11/12-TIRE RECYCLING | 900.00 |
| 122089 | 11/28 | STEPP EQUIPMENT CO. | 630-09-50101-393-000 | 10/12-SE#2838 PARTS/ | 12.05 |
| 122090 | 11/28 | MILL CREEK NURSERY | 798-00-21947-000-000 | IRONWOOD, 2" B&B | 1,400.00 |
| | | | 798-00-21947-000-000 | LONDON PLANETREE | 1,150.00 |
| | | | 798-00-21947-000-000 | TULIP TREE, 2" B&B | 1,150.00 |
| | | | 798-00-21947-000-000 | SUGAR MAPLE | 1,100.00 |
| | | | 798-00-21947-000-000 | RED OAK, 2" B&B | 1,050.00 |
| | | | 798-00-21947-000-000 | AMERICAN BEECH, 2" | 800.00 |
| | | | 798-00-21947-000-000 | BALD CYPRESS, 2" B&B | 650.00 |
| | | | 798-00-21947-000-000 | SAUCER MAGNOLIA, | 625.00 |
| | | | 798-00-21947-000-000 | TURKISH FILBERT, 2" | 575.00 |
| | | | | CHECK TOTAL | 8,500.00 |
| 122091 | 11/28 | OSI ENVIRONMENTAL INC | 110-03-53117-253-000 | 10/12 WA REMOVAL SER | 1,725.00 |
| 122092 | 11/28 | MARESCALCO COUNTYWIDE | 758-09-50105-259-851 | AS IS SURVEY | 375.00 |
| 122093 | 11/28 | SURVIVAL SCIENCES, LLC | 110-02-52102-219-000 | #12-102556 SERVICES | 2,000.00 |
| 122094 | 11/28 | ULINE | 110-01-51601-311-000 | 1ST AID SUPPLY | 59.77 |
| 122095 | 11/28 | MENARDS (KENOSHA) | 501-09-50105-344-000 | 11/12-ST MERCHANDISE | 177.52 |
| | | | 520-09-50401-347-000 | 10/12-TD MERCHANDISE | 167.45 |
| | | | 110-05-55109-246-000 | 11/12-PA MERCHANDISE | 63.95 |
| | | | 110-03-53103-353-000 | 10/12-ST MERCHANDISE | 35.87 |
| | | | 110-03-53109-389-000 | 11/12-ST MERCHANDISE | 23.32 |
| | | | | CHECK TOTAL | 468.11 |
| 122096 | 11/28 | SYMBOL ARTS, LLC | 110-02-52103-365-000 | 10/12 BADGES/ACCESSO | 85.00 |
| 122097 | 11/28 | NATIONAL PEN CO., LLC | 110-02-52110-311-000 | KEY CHAINS | 134.90 |
| 122098 | 11/28 | KENOSHA COUNTY TREASURER | 110-00-21910-999-000 | 10/12 FEES COLLECT | 10,327.89 |
| | | | 110-00-21901-999-000 | 10/12 FEES COLLECT | 1,488.29 |
| | | | 110-00-21910-999-000 | 10/12 FEES COLLECT | 138.20 |
| | | | | CHECK TOTAL | 11,954.38 |
| 122099 | 11/28 | CINTAS CORP | 632-09-50101-259-000 | 10/12 SE-UNIFORM/GLV | 442.95 |
| | | | 520-09-50201-367-000 | 11/12 TD-UNIFORM/GLV | 334.58 |
| | | | 110-02-52203-259-000 | 10/12 FD-UNIFORM/GLV | 191.52 |
| | | | | CHECK TOTAL | 969.05 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|--|---|
| 122100 | 11/28 | WOMEN AND CHILDRENS HORIZONS | 291-06-50607-259-000 | #5498088 SUBGR AGMT | 2,224.00 |
| 122101 | 11/28 | EZ PACK N SHIP ETC, INC | 110-01-51306-312-000 520-09-50106-311-000 110-01-51306-312-000 | 10/12 FD UPS SERVICE 10/12 TD UPS SERVICE 10/12 PD UPS SERVICE CHECK TOTAL | 237.20 87.47 10.80 335.47 |
| 122102 | 11/28 | GATEWAY TECH COLLEGE | 245-09-50101-264-000 245-09-50101-264-000 245-09-50101-264-000 245-09-50101-264-000 | 14 REG 11/6-8/12 10 REG 10/09-11/12 8 REG 10/23-25/12 1 REG 11/6-8 CPR CHECK TOTAL | 1,135.96 811.40 649.12 18.69 2,615.17 |
| 122103 | 11/28 | PROCESSWORKS INC. | 110-00-21578-000-000 | 11/20/12 CHECK REG | 1,872.52 |
| 122104 | 11/28 | ROLAND MACHINERY EXCHANGE | 630-09-50101-393-000 | 10/12-SE#2388 PARTS/ | 274.08 |
| 122105 | 11/28 | RIMKUS, JASON | 761-09-50101-111-000 761-00-21514-000-000 761-00-21511-000-000 761-00-21599-000-000 761-00-21512-000-000 761-00-21513-000-000 | 11/16-30/12 SERVICE 11/16-30/12 SERVICE 11/16-30/12 SERVICE 11/16-30/12 SERVICE 11/16-30/12 SERVICE 11/16-30/12 SERVICE CHECK TOTAL | 1,896.02 27.50CR 79.64CR 94.80CR 106.70CR 225.00CR 1,362.38 |
| 122106 | 11/28 | PIRO, RALPH | 761-09-50101-111-000 761-00-21514-000-000 761-00-21599-000-000 761-00-21511-000-000 761-00-21512-000-000 761-00-21513-000-000 | 11/15-30/12 SERVICE 11/15-30/12 SERVICE 11/15-30/12 SERVICE 11/15-30/12 SERVICE 11/15-30/12 SERVICE 11/15-30/12 SERVICE CHECK TOTAL | 898.48 13.03CR 25.00CR 37.74CR 39.30CR 75.00CR 708.41 |
| 122107 | 11/28 | AIRGAS NORTH CENTRAL | 632-09-50101-389-000 206-02-52205-389-000 206-02-52205-389-000 206-02-52205-389-000 206-02-52205-389-000 206-02-52205-344-000 206-02-52205-389-000 206-02-52205-344-000 | 10/12 SE-INDSTL GAS 10/12 FD#4 IND GAS 11/12 FD#5 OXYGEN CY 10/12 FD#5 OXYGEN CY 10/12 FD#7 CYL RENT 10/12 FD#4 CYL RENT 10/12 FD#3 OXYGEN 10/12 FD#7 CYL RENT CHECK TOTAL | 173.62 71.24 46.30 29.11 28.09 25.10 24.09 20.08 417.63 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|--------------------------|--|--|---|
| 122108 | 11/28 | KENOSHA RUNNING CLUB | 611-09-50102-259-000 | 2 EMP/TURKEY RUN | 30.00 |
| 122109 | 11/28 | COMFORT SUITES HOTEL | 110-02-52107-263-000 | 9/23-28/12 IABTI | 434.95 |
| 122110 | 11/28 | BUELOW, VETTER, BUIKEMA, | 110-01-51303-212-000 110-01-51001-212-000 | 10/12 SERVICES 10/12 SERVICES CHECK TOTAL | 2,365.00 365.20 2,730.20 |
| 122111 | 11/28 | BEDFORD, DEBORAH | 110-00-21905-000-000 | ORIBILETTI-11/17/12 | 300.00 |
| 122112 | 11/28 | JAMES, WILLIAM JR | 110-01-50301-219-000 | WITNESS FEE | 16.60 |
| 122113 | 11/28 | BARTH STORAGE | 110-00-21119-000-000 | ESCROW 4217 SHER | 16,500.00 |
| 122114 | 11/28 | NELSON, THERESA M | 110-00-21111-000-000 | COURT PYMT P708356 | 2.70 |
| 122115 | 11/28 | FLORES, IGNACIO JR | 110-00-45103-000-000 110-00-45104-000-000 110-00-21901-000-000 110-00-21911-000-000 110-00-21910-000-000 | FINE PYMT V796795 FINE PYMT V796795 FINE PYMT V796795 FINE PYMT V796795 FINE PYMT V796795 CHECK TOTAL | 90.00 28.00 23.40 13.00 10.00 164.40 |
| 122116 | 11/28 | LENCI, MAURO | 632-09-50101-261-000 | 9-10/12 393.6 MILES | 218.45 |
| 122117 | 11/28 | KREWSON, SHARON | 110-01-51601-261-000 | 11/12 87 MILES | 48.29 |
| 122118 | 11/28 | COX, THEONITA | 110-01-51303-144-000 | SPRING 2012 TUITION | 1,500.00 |
| 122119 | 11/28 | NICCOLAI, DAVID J. | 110-02-52102-367-000 | 2012 CLOTHING ALLOW | 400.00 |
| 122120 | 11/28 | MILLSAPS, NINA M. | 611-09-50102-259-000 | TURKEY GIFT CARDS | 250.00 |
| 122121 | 11/28 | DUMESIC, KEITH S. | 110-02-52102-367-000 | 2012 CLOTHING ALLOW | 200.00 |
| 122122 | 11/28 | SALAS, DEBRA | 110-01-51201-261-000 | ELECTION 93 MILES | 51.62 |
| 122123 | 11/28 | ALFREDSON, DAVID G. | 110-02-52109-367-000 | 2012 CLOTHING ALLOW | 400.00 |
| 122124 | 11/28 | SANTELLI, DANIEL | 110-02-52203-263-000 | 11/8-9 PROMO PANEL | 60.67 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------|--|---|--|
| 122125 | 11/28 | SWARTZ, MARTHA E. | 110-01-51601-261-000 | 11/12 163 MILES | 90.47 |
| 122126 | 11/28 | NOSALIK, JOSEPH | 110-02-52109-367-000 | 2012 CLOTHING ALLOW | 395.72 |
| 122127 | 11/28 | BUCHANAN, CHAD | 110-02-52102-367-000 | 2012 CLOTHING ALLOW | 393.16 |
| 122128 | 11/28 | LABATORE, FELICIA | 611-00-21105-000-000 611-00-21105-000-000 | ORTHO HRA REIMBURSE ORTHO HRA REIMBURSE CHECK TOTAL | 657.00 340.00 997.00 |
| 122129 | 11/28 | ZELLER, JOSHUA | 110-02-52109-367-000 | 2012 CLOTHING ALLOW | 400.00 |
| 122130 | 11/28 | ALBRECHT, TREVOR | 110-02-52109-367-000 | 2012 CLOTHING ALLOW | 255.30 |
| 122131 | 11/28 | AUSTIN, CATHY | 501-09-50101-263-000 501-09-50101-261-000 | 11/11-13/12 MADISON 11/11-13/12 MADISON CHECK TOTAL | 178.00 133.11 311.11 |
| 122132 | 11/28 | BOSMAN, KEITH | 110-01-51301-263-000 | CNTY EXEC LUNCH MTG | 22.50 |
| 122133 | 11/28 | PEDERSON, ARNOLD | 110-02-52102-367-000 | 2012 CLOTHING ALLOW | 400.00 |
| 122134 | 11/28 | SCHRANDT, JONATHAN | 110-02-52103-341-000 | 10/7-10 FOND DU LAC | 38.00 |
| 122135 | 11/28 | KOCHMAN, KRIS | 222-09-50101-259-000 | UNITED WAY PRIZES | 100.00 |
| 122136 | 11/28 | KEMEN, BRADLEY | 110-02-52110-367-000 | 2012 CLOTHING ALLOW | 333.33 |
| 122137 | 11/30 | ACE HARDWARE | 445-11-50901-589-000 501-09-50104-361-000 110-01-51801-389-000 632-09-50101-389-000 110-05-55109-382-000 630-09-50101-393-000 110-05-55109-389-000 110-05-55109-246-000 | 10/12 ST MERCHANDISE 10/12 SW MERCHANDISE 10/12 MB MERCHANDISE 10/12 SE MERCHANDISE 10/12 PA MERCHANDISE 10/12 SE MERCHANDISE 10/12 PA MERCHANDISE 10/12 PA MERCHANDISE CHECK TOTAL | 321.83 144.58 64.96 53.73 29.56 13.00 7.49 6.98 642.13 |
| 122138 | 11/30 | BINDELLI BROTHERS, INC | 110-09-56501-259-569 110-09-56501-259-569 110-09-56501-259-569 110-09-56501-259-569 110-09-56501-259-569 | 11/12 5900 34 AVE 11/12 1113 62 ST 11/12 5706 8 AVE 11/12 4321 18 AVE 11/12 2023 61 ST CHECK TOTAL | 364.24 140.00 140.00 100.00 80.00 824.24 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|---|---|
| 122139 | 11/30 | GENERAL COMMUNICATIONS, INC. | 110-03-53116-344-000 110-03-53116-344-000 | TRUCK REPAIR TRUCK REPAIR CHECK TOTAL | 60.00 60.00 120.00 |
| 122140 | 11/30 | COMSYS, INCORPORATED | 110-01-51102-215-000 501-09-50101-215-000 | 12/8-1/7/13 SERVICE 12/8-1/7/13 SERVICE CHECK TOTAL | 38,432.00 9,609.00 48,041.00 |
| 122141 | 11/30 | INTERSTATE ELECTRIC SUPPLY | 110-03-53117-246-000 110-03-53109-375-000 | 11/12-WA ELECTRICAL 10/12-ST ELECTRICAL CHECK TOTAL | 22.00 12.50 34.50 |
| 122142 | 11/30 | KEN-CRETE PRODUCTS CO., INC. | 403-11-51102-588-000 | 11/12-CONCRETE MATER | 5,693.90 |
| 122143 | 11/30 | KENOSHA CITY EMPLOYEE'S | 110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000 | 11/30/12 CITY SAL 11/30/12 CITY HRLY 11/30/12 WATER SAL 11/30/12 LIBRARY SAL 11/30/12 WATER HRLY CHECK TOTAL | 41,909.84 12,497.37 6,839.50 6,485.89 3,968.87 71,701.47 |
| 122144 | 11/30 | KENOSHA CITY EMPLOYEE'S | 110-00-21553-000-000 110-00-21553-000-000 110-00-21553-000-000 110-00-21553-000-000 110-00-21553-000-000 | 11/30/12 CITY HRLY 11/30/12 WATER HRLY 11/30/12 CITY SAL 11/30/12 WATER SAL 11/30/12 MUSEUM HRLY CHECK TOTAL | 563.96 233.54 197.44 61.70 14.92 1,071.56 |
| 122145 | 11/30 | UNITED WAY OF KENOSHA COUNTY | 110-00-21541-000-000 110-00-21541-000-000 110-00-21541-000-000 | 11/30/12 CITY HRLY 11/30/12 MUSEUM HRLY 11/30/12 WATER HRLY CHECK TOTAL | 47.45 10.00 5.00 62.45 |
| 122146 | 11/30 | UNITED HOSPITAL SYSTEMS INC | 110-09-56405-161-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 | 8/29-30/12 W/C 11/12 12-168445 LAB 10/12 12-165333 LAB 11/12 12-142940 LAB 11/12 12-164801 LAB CHECK TOTAL | 16,536.68 49.60 49.60 49.60 49.60 16,735.08 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|--|---|--|
| 122147 | 11/30 | KENOSHA POLICE & FIREMEN'S | 110-00-21563-000-000 | 11/30/12 SAL DEDUCT | 92,067.00 |
| 122148 | 11/30 | FIRST SUPPLY CO. | 110-02-52203-344-000 | 11/12 FD SUPPLIES AN | 3.72 |
| 122149 | 11/30 | SHOPKO | 520-09-50301-311-000 110-02-52203-382-000 | 11/12-TD MERCHANDISE 11/12-FD#4 MERCHANDI CHECK TOTAL | 65.67 23.99 89.66 |
| 122150 | 11/30 | WILLKOMM INC., JERRY | 521-09-50101-341-000 | 11/12-AR FUEL | 2,477.67 |
| 122151 | 11/30 | WE ENERGIES | 758-09-50108-259-851 286-06-50209-259-000 758-09-50107-259-851 758-09-50110-259-853 758-09-50106-259-853 758-09-50105-259-851 | 10/21-11/19/12 UTILS #5499628 UTILITIES 10/21-11/19/12 UTILS 9/24-10/23/12 UTILS 10/9-11/7/12 UTILS 9/25-10/28/12 UTILS CHECK TOTAL | 81.82 42.00 37.23 35.38 27.43 24.93 248.79 |
| 122152 | 11/30 | AMERICAN STUDENT ASSISTANCE | 110-00-21581-000-000 | 11/30/12 DEDUCTION | 204.33 |
| 122153 | 11/30 | UNITED STATES TREASURY | 110-00-21581-000-000 | 11/30/12 DEDUCTION | 20.00 |
| 122154 | 11/30 | KENOSHA WATER UTILITY | 110-05-55109-224-000 110-05-55109-224-000 110-05-55109-224-000 205-03-53119-224-000 | ALFORD CONNECTION HYDRANT USE HYDRANT USE COMPOST SITE CHECK TOTAL | 1,017.51 126.01 93.23 82.27 1,319.02 |
| 122155 | 11/30 | BADGER OIL EQUIPMENT CO. | 630-09-50101-235-000 630-09-50101-393-000 | 11/12 SE REPAIR FUEL 11/12 SE REPAIR FUEL CHECK TOTAL | 261.42 160.96 422.38 |
| 122156 | 11/30 | DON'S AUTO PARTS | 110-02-52203-344-000 520-09-50201-347-000 | 10/12 FD E6 PARTS & 11/12 TD #2408 PARTS CHECK TOTAL | 117.77 106.36 224.13 |
| 122157 | 11/30 | HOLY NATIVITY LUTHERAN | 110-01-51901-283-000 | JANITORIAL 11/12 | 25.00 |
| 122158 | 11/30 | WALGREEN CO. | 110-09-56405-161-000 | 9/4/12 W/C | 43.25 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|------------|
| 122159 | 11/30 | FELD BODY SHOP ROLF INC. | 520-09-50201-344-000 | PAINT BODY PANELS | 440.00 |
| 122160 | 11/30 | TENUTA'S DELICATESSEN | 110-00-44709-000-000 | BARTENDER LICENSE | 50.00 |
| 122161 | 11/30 | CHASE BANK KENOSHA | 110-00-21513-000-000 | 11/30/12 DEDUCTS | 224,212.69 |
| | | | 110-00-21612-000-000 | 11/30/12 DEDUCTS | 79,646.69 |
| | | | 110-00-21511-000-000 | 11/30/12 DEDUCTS | 53,954.81 |
| | | | 110-00-21614-000-000 | 11/30/12 DEDUCTS | 23,924.38 |
| | | | 110-00-21514-000-000 | 11/30/12 DEDUCTS | 23,924.03 |
| | | | | CHECK TOTAL | 405,662.60 |
| 122162 | 11/30 | MOOSE LODGE #286 | 110-01-51901-283-000 | JANITORIAL 11/12 | 32.00 |
| 122163 | 11/30 | FIREFIGHTERS ASSOC/KENOSHA | 110-00-21515-000-000 | 11/30/12 SAL DEDUCT | 4,305.00 |
| 122164 | 11/30 | FIREFIGHTERS LOCAL 414 | 110-00-21554-000-000 | 11/30/12 SAL DEDUCT | 10,884.00 |
| 122165 | 11/30 | LINCOLN CONTRACTORS SUPPLY | 501-09-50105-355-000 | 11/12-SW TOOLS/SUPPL | 293.25 |
| | | | 501-09-50105-355-000 | 11/12-SW TOOLS/SUPPL | 293.25 |
| | | | 501-09-50105-355-000 | 11/12-SW TOOLS/SUPPL | 207.00 |
| | | | | CHECK TOTAL | 793.50 |
| 122166 | 11/30 | KENOSHA BIBLE CHURCH | 110-01-51901-283-000 | JANITORIAL 11/12 | 25.00 |
| 122167 | 11/30 | KPSOA | 110-00-21552-000-000 | 11/30/12 SAL DEDUCT | 775.00 |
| 122168 | 11/30 | KENOSHA PROFESSIONAL POLICE | 110-00-21557-000-000 | 11/30/12 SAL DEDUCT | 8,550.30 |
| 122169 | 11/30 | CARMICHAEL COMMUNICATIONS | 222-09-50101-259-908 | FINAL BAL 2012 PBJ | 4,747.77 |
| 122170 | 11/30 | EMS MEDICAL BILLING ASSOC. | 206-02-52205-219-000 | 10/12 BILLING FEE | 14,566.65 |
| | | | 206-02-52205-219-000 | 10/12 CERT.COMM | 517.17 |
| | | | 110-00-46209-999-000 | 10/12 SERVICES | 338.44 |
| | | | | CHECK TOTAL | 15,422.26 |
| 122171 | 11/30 | NAPA AUTO PARTS CO. | 630-09-50101-393-000 | 10/12-CE PARTS/FILTE | 3,021.81 |
| | | | 110-05-55109-246-000 | RV ANTI-FREEZE | 1,120.00 |
| | | | 110-02-52203-344-000 | 10/12-FD PARTS/FILTE | 357.01 |
| | | | 206-02-52205-344-000 | 10/12-FD PARTS/FILTE | 214.39 |
| | | | 632-09-50101-361-000 | 10/12-SE PARTS/FILTE | 200.98 |
| | | | 110-02-52204-344-000 | 10/12-FD PARTS/FILTE | 150.60 |
| | | | 110-03-53103-389-000 | 10/12-ST PARTS/FILTE | 119.20 |
| | | | 520-09-50201-347-000 | 10/12-TD PARTS/FILTE | 107.37 |
| | | | 521-09-50101-344-000 | 10/12-AR PARTS/FILTE | 74.42 |
| | | | 501-09-50105-344-000 | 10/12-SW PARTS/FILTE | 66.94 |
| | | | 632-09-50101-389-000 | 10/12-SE PARTS/FILTE | 49.25 |
| | | | 110-05-55109-344-000 | 10/12-PA PARTS/FILTE | 20.42 |
| | | | 501-09-50104-389-000 | 10/12-SW PARTS/FILTE | 18.17 |
| | | | 110-03-53109-389-000 | 10/12-ST PARTS/FILTE | 16.34 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|------------|
| | | | 110-03-53103-241-000 | 10/12-ST PARTS/FILTE | 15.19 |
| | | | 110-03-53116-341-000 | 10/12-WA PARTS/FILTE | 13.99 |
| | | | | CHECK TOTAL | 5,566.08 |
| 122172 | 11/30 | CONCRETE SPECIALTIES CO. | 403-11-51102-588-000 | 11/12 SW STORM INLET | 225.00 |
| 122173 | 11/30 | PITNEY BOWES | 110-01-51306-282-000 | 11/12 MACHINE LEASE/ | 386.00 |
| 122174 | 11/30 | BENDLIN FIRE EQUIPMENT CO. | 110-02-52203-344-000 | 11/12 FD PARTS/MATER | 276.88 |
| 122175 | 11/30 | ST JOHN'S LUTHERAN CHURCH | 110-01-51901-283-000 | JANITORIAL 11/12 | 25.00 |
| 122176 | 11/30 | TRAVELERS INSURANCE | 206-00-13107-000-000 | 3/15/12 W STEELE | 855.00 |
| 122177 | 11/30 | BROWNELLS, INC. | 110-02-52103-389-000 | ROCK RIVER ARMS | 89.94 |
| 122178 | 11/30 | MESSERLI & KRAMER P.A. | 110-00-21581-000-000 | 11/30/12 D LARSON | 165.52 |
| 122179 | 11/30 | CICCHINI ASPHALT LLC | 258-06-50453-259-000 | #5501159 RESURFACING | 110,949.53 |
| | | | 403-11-51002-588-000 | EST 3-STORM SEWER | 18,659.25 |
| | | | | CHECK TOTAL | 129,608.78 |
| 122180 | 11/30 | WIS DEPT OF TRANSPORTATION | 110-02-52107-264-000 | 11/5-9 REG FEE | 300.00 |
| 122181 | 11/30 | 5 ALARM FIRE & SAFETY EQUIP. | 110-02-52203-235-000 | MSA ECONO CAL GAS | 987.00 |
| | | | 110-02-52203-235-000 | MSA O2 SENSOR | 237.00 |
| | | | | CHECK TOTAL | 1,224.00 |
| 122182 | 11/30 | LEE PLUMBING, INC. | 420-11-51102-583-000 | REPLACE PUMPS | 3,825.00 |
| | | | 632-09-50101-241-000 | 10/12-SE HVAC, PLUMB | 527.00 |
| | | | | CHECK TOTAL | 4,352.00 |
| 122183 | 11/30 | AETNA | 206-00-13107-000-000 | 5/24/12 K WIDMAR | 427.55 |
| 122184 | 11/30 | LAKESIDE INTERNATIONAL TRUCK | 630-09-50101-393-000 | 10/12-CE PARTS-MATER | 1,988.33 |
| | | | 520-09-50106-341-000 | 10/12-TD BUS PARTS/M | 1,144.44 |
| | | | 520-09-50201-347-000 | 10/12-TD BUS PARTS/M | 648.06 |
| | | | 206-02-52205-344-000 | 10/12-FD PARTS/MATER | 412.29 |
| | | | | CHECK TOTAL | 4,193.12 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|-------------------|-----------------------------|----------------------|----------------------|------------|
| 122185 | 11/30 | HUMANA CLAIMS | 611-09-50101-155-527 | 11/29/12 PHARMACY | 16,555.30 |
| | | | 611-09-50101-155-527 | 11/28/12 PHARMACY | 1,537.56 |
| | | | 611-09-50101-155-527 | 11/28/12 MED CLAIMS | 1,304.49 |
| | | | 611-09-50101-155-527 | 11/29/12 MED CLAIMS | 399.93 |
| | | | | CHECK TOTAL | 19,797.28 |
| 122186 | 11/30 | PIONEER COMMERCIAL CLEANING | 110-01-51801-243-000 | 11/12 JANITORIAL SER | 3,555.00 |
| 122187 | 11/30 | PAUL CONWAY SHIELDS | 206-02-52205-367-000 | 11/12 EMS UNIFORMS | 9,826.25 |
| 122188 | 11/30 | HUMANA INSURANCE CO | 611-09-50101-155-517 | 12/12 PREMIUM | 90,390.60 |
| | | | 611-09-50101-155-518 | 12/12 PREMIUM | 30,455.10 |
| | | | 611-09-50101-155-519 | 12/12 PREMIUM | 3,702.15 |
| | | | 611-09-50101-155-518 | 11/12 ADJUST | 5.22 |
| | | | 611-09-50101-155-519 | 11/12 ADJUST | 21.65CR |
| | | | 611-09-50101-155-518 | 12/12 PREMIUM | 28.71CR |
| | | | 611-09-50101-155-518 | 11/12 ADJUST | 178.10CR |
| | | | 611-09-50101-155-517 | 11/12 ADJUST | 528.60CR |
| | CHECK TOTAL | 123,796.01 | | | |
| 122189 | 11/30 | DIVERSIFIED COLLECTION SVCS | 110-00-21581-000-000 | 11/30/12 L SAYLOR | 24.23 |
| 122190 | 11/30 | WISCONSIN COUNCIL 40 | 110-00-21553-000-000 | 11/30/12 CITY HRLY | 3,364.20 |
| | | | 110-00-21553-000-000 | 11/30/12 WATER HRLY | 1,360.80 |
| | | | 110-00-21553-000-000 | 11/30/12 CITY SAL | 1,108.80 |
| | | | 110-00-21553-000-000 | 11/30/12 WATER SAL | 346.50 |
| | | | 110-00-21553-000-000 | 11/30/12 MUSEUM HLRY | 165.90 |
| | | | | CHECK TOTAL | 6,346.20 |
| 122191 | 11/30 | HARPE DEVELOPMENT LLC | 758-09-50105-259-851 | DRAW 2-5512 24TH AVE | 72,550.00 |
| | | | 758-09-50108-259-851 | DRAW 2-5126 21ST AVE | 54,650.00 |
| | | | 758-09-50103-259-851 | DRAW 6-1414 59TH ST | 24,685.00 |
| | | | 758-09-50104-259-851 | DRAW 6-6638 16TH AVE | 23,405.00 |
| | | | | CHECK TOTAL | 175,290.00 |
| 122192 | 11/30 | ACME OFFICE EQUIPMENT | 110-01-51102-232-000 | 11/12 FUSER/PRINTER | 150.00 |
| 122193 | 11/30 | STARK ASPHALT | 402-11-51201-585-000 | EST 4-CONTINGENCY | 27,490.62 |
| | | | 402-11-51201-585-000 | EST 4-RESURFACING | 26,058.14 |
| | | | | CHECK TOTAL | 53,548.76 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|-----------|
| 122194 | 11/30 | INSTY-PRINTS | 110-01-51101-311-000 | 09/12 BUDGET CVR/TAB | 835.75 |
| 122195 | 11/30 | PELION BENEFITS, INC. | 110-00-21517-000-000 | 11/16-30/12 DEDUCTS | 2,343.81 |
| 122196 | 11/30 | JOHNSON BANK | 110-00-21532-000-000 | 11/30/12 CITY SAL | 7,782.01 |
| | | | 110-00-21532-000-000 | 11/30/12 WATER SAL | 2,421.24 |
| | | | 110-00-21532-000-000 | 11/30/12 MUSEUM SAL | 1,439.17 |
| | | | 110-00-21532-000-000 | 11/30/12 CITY HRLY | 820.39 |
| | | | 110-00-21532-000-000 | 11/30/12 WATER HRLY | 499.62 |
| | | | | CHECK TOTAL | 12,962.43 |
| 122197 | 11/30 | ELECTION SYSTEMS & SOFTWARE | 110-01-51201-311-000 | ENDER CARD | 41.46 |
| 122198 | 11/30 | SWIDERSKI EQUIPMENT, INC | 521-09-50101-344-000 | 11/12-AR TRACTOR PAR | 63.34 |
| 122199 | 11/30 | ALIA, DUMEZ, DUNN & MCTERNAN | 110-09-56402-219-000 | WILLIAMS 6/30/11 | 1,552.00 |
| | | | 110-09-56402-219-000 | GRANGER 7/6/10 | 1,298.00 |
| | | | 110-09-56402-219-000 | SALEWSKI 4/30/10 | 525.00 |
| | | | 110-09-56402-219-000 | MEDINA 11/14/08 | 385.00 |
| | | | 110-09-56402-219-000 | NELSON 1/10/11 | 132.00 |
| | | | 110-09-56402-219-000 | MILLER 10/25/03 | 33.00 |
| | | | | CHECK TOTAL | 3,925.00 |
| 122200 | 11/30 | FASTENAL COMPANY | 501-09-50104-344-000 | 11/12 SW TOOLS/MATER | 242.96 |
| | | | 501-09-50104-344-000 | 11/12 SW TOOLS/MATER | 231.99 |
| | | | 110-03-53107-344-000 | 11/12 ST TOOLS/MATER | 108.02 |
| | | | | CHECK TOTAL | 582.97 |
| 122201 | 11/30 | TENNESSEE CHILD SUPPORT | 110-00-21581-000-000 | 11/30/12 DEDUCTION | 71.53 |
| 122202 | 11/30 | CDW-G | 110-02-52103-369-000 | LIND SHUTDOWN TIMER | 270.60 |
| | | | 110-02-52103-369-000 | LIND SHUTDOWN TIMER | 67.65 |
| | | | 110-02-52103-369-000 | LIND SHUTDOWN TIMER | 67.65 |
| | | | | CHECK TOTAL | 405.90 |
| 122203 | 11/30 | ZIGNEGO COMPANY, INC | 402-11-51211-589-000 | EST 2-STREET REPAIRS | 4,445.20 |
| 122204 | 11/30 | SOUTHERN WISCONSIN APPRAISAL | 758-09-50109-259-851 | FULL APPRAISAL | 375.00 |
| | | | 758-09-50107-259-851 | FULL APPRAISAL | 375.00 |
| | | | | CHECK TOTAL | 750.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|--------------------------|--|--|--|
| 122205 | 11/30 | NYBERG TROPHIES & AWARDS | 724-00-21933-000-000 | YOUTH COMM MEDALS | 18.00 |
| 122206 | 11/30 | FOSTER COACH SALES, INC. | 206-02-52205-344-000 206-02-52205-344-000 | HANDLE ASSEMBLY HANDLE ASSEMBLY-LEFT CHECK TOTAL | 306.84 234.48 541.32 |
| 122207 | 11/30 | AEGIS CORPORATION | 206-00-13107-000-000 | 10/21/11 B WEYRAUCH | 620.00 |
| 122208 | 11/30 | CONTINENTAL WESTERN | 206-00-13107-000-000 | 6/3/12 C WEISS | 735.00 |
| 122209 | 11/30 | MAIL HANDLERS | 206-00-13107-000-000 | 8/10/12 B CRARY | 500.50 |
| 122210 | 11/30 | ROSS CONCRETE | 253-06-50462-259-000 463-11-50601-589-000 254-06-50480-259-000 | #5498079 DRIVEWAY 5015 40 AVE-REHAB #5498079 DRIVEWAY CHECK TOTAL | 3,898.69 2,000.00 1,101.31 7,000.00 |
| 122211 | 11/30 | SOUTHWEST WISCONSIN | 110-02-52107-264-000 | 10/8-10 HAMM/GALLEY | 333.40 |
| 122212 | 11/30 | UNIVERSITY OF GEORGIA | 110-01-51303-219-000 | TEST ADMIN FEE | 37.00 |
| 122213 | 11/30 | CHAPTER 13 TRUSTEE | 110-00-21581-000-000 110-00-21581-000-000 110-00-21581-000-000 110-00-21532-000-000 110-00-21581-000-000 110-00-21532-000-000 | 11/30/12 DEDUCTION 11/30/12 DEDUCTION 11/30/12 DEDUCTION 11/30/12 DEDUCTION 11/30/121 DEDUCTION 11/30/12 DEDUCTION CHECK TOTAL | 550.00 419.00 400.00 323.00 283.00 104.00 2,079.00 |
| 122214 | 11/30 | CENTRAL SAW AND MOWER | 110-05-55109-344-000 | 11/12 PA PARTS | 29.81 |
| 122215 | 11/30 | MENARDS (KENOSHA) | 286-06-50210-259-000 286-06-50212-259-000 286-06-50209-259-000 286-06-50207-259-000 | #5501431 MATERIALS #5501416 MATERIALS #5501427 MATERIALS #5501424 MATERIALS CHECK TOTAL | 32.23 19.25 9.78 9.78 71.04 |
| 122216 | 11/30 | WIS SCTF | 110-00-21581-000-000 110-00-21581-000-000 110-00-21581-000-000 | 11/30/12 SAL DEDUCT 11/30/12 HRLY DEDCT 11/30/12 DEDUCTION CHECK TOTAL | 8,998.55 1,047.00 60.00 10,105.55 |

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|--|--|--------------------------------------|
| 122217 | 11/30 | FIRST ASSEMBLY OF GOD | 110-01-51901-283-000 | JANITORIAL 11/12 | 25.00 |
| 122218 | 11/30 | ILLINOIS DEPT OF PUBLIC AID | 110-00-21581-000-000 | 11/30/12 DEDUCTION | 278.00 |
| 122219 | 11/30 | TIME WARNER CABLE | 110-01-51102-233-000 110-01-51102-233-000 | 11/17-12/16 CITY HAL 11/19-12/18 STORES G CHECK TOTAL | 355.00 139.95 494.95 |
| 122220 | 11/30 | CINTAS CORP | 110-02-52101-219-000 | 11/12 PURGE SERVICE | 27.50 |
| 122221 | 11/30 | ENTRANCE SYSTEMS | 520-09-50201-249-000 | REPAIR GATE | 511.30 |
| 122222 | 11/30 | MICRO FOCUS | 110-01-51102-539-000 110-01-51102-233-000 | APPLICATION SERVER SUPPORT CHECK TOTAL | 12,960.00 2,722.00 15,682.00 |
| 122223 | 11/30 | BOUND TREE MEDICAL, LLC | 206-02-52205-318-000 | 10/12 FD MEDICAL SUP | 1,222.64 |
| 122224 | 11/30 | BADGE-A-MINIT | 110-02-52110-311-000 | BENCH PRESS KIT | 109.95 |
| 122225 | 11/30 | MILWAUKEE SPRING & | 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 | 11/12-SE#2050 PARTS 10/12-SE PARTS/LABOR 10/12-SE RETURN PART CHECK TOTAL | 713.24 32.52 31.12CR 714.64 |
| 122226 | 11/30 | MESSIAH LUTHERAN CHURCH | 110-01-51901-283-000 | JANITORIAL 11/12 | 40.00 |
| 122227 | 11/30 | CLEANCO | 633-09-50101-243-000 | 11/12 JANITOR SERVC | 970.25 |
| 122228 | 11/30 | PROCESSWORKS INC. | 110-00-21578-000-000 | 11/27/12 CHECK REG | 7,033.44 |
| 122229 | 11/30 | GLASMAN TOWING | 110-02-52103-219-000 | 11/12 12-175619 TOW | 25.00 |
| 122230 | 11/30 | LAKESIDE OIL | 520-09-50106-341-000 | 11/12-TD DIESEL FUEL | 25,790.22 |
| 122231 | 11/30 | KENOSHA SENIOR CENTER | 110-01-51901-283-000 | JANITORIAL 11/12 | 45.00 |
| 122232 | 11/30 | AIRGAS NORTH CENTRAL | 110-05-55109-235-000 521-09-50101-344-000 | 10/12 PA INDUSTRIAL 10/12 AR INDUSTRIAL CHECK TOTAL | 60.21 17.06 77.27 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|---|---|
| 122233 | 11/30 | BEHM PAVEMENT MAINTENANCE | 401-11-51009-585-000 402-11-51201-587-000 | EST 1-CRACKFILLING EST 1-CRACKFILLING CHECK TOTAL | 125,000.00 98,242.72 223,242.72 |
| 122234 | 11/30 | BAYCOM | 110-02-52103-385-000 | WIRELESS MIC BATTERY | 490.00 |
| 122235 | 11/30 | SECURE PRODUCTS CORP | 110-01-51201-311-000 | SECURITY BAGS | 169.50 |
| 122236 | 11/30 | KENOSHA GROUNDS CARE | 110-05-55102-249-000 | IRRIGATION LEAKS | 780.00 |
| 122237 | 11/30 | JANTZ CLUB | 110-01-51901-283-000 | JANITORIAL 11/12 | 25.00 |
| 122238 | 11/30 | EASTON, GEORGE H | 110-01-52001-219-000 | SUB JUDGE 11/14 | 150.00 |
| 122239 | 11/30 | FROEDTERT MEMORIAL HOSPITAL | 110-09-56405-161-000 | 8/27/12 W/C | 287.55 |
| 122240 | 11/30 | MEDEX LLC | 110-09-56405-161-000 | 11/13/12 W/C | 2,600.00 |
| 122241 | 11/30 | IOD INCORPORATED | 110-09-56402-219-000 | SALEWSKI MED REC | 218.02 |
| 122242 | 11/30 | ORTHOPAEDIC ASSOCIATES | 110-09-56405-161-000 110-09-56405-161-000 | 8/30/12 W/C 7/25/12 W/C CHECK TOTAL | 151.00 105.00 256.00 |
| 122243 | 11/30 | AURORA HEALTH CARE | 110-09-56405-161-000 | 5/3/12 W/C | 75.00 |
| 122244 | 11/30 | WHEATON FRANCISCAN MED GROUP | 110-09-56405-161-000 | 5/8/12 W/C | 95.20 |
| 122245 | 11/30 | STONERIVER PHARMACY SOLUTION | 110-09-56405-161-000 | 8/27/12 W/C | 13.86 |
| 122246 | 11/30 | JOINTS IN MOTION MEDICAL LLC | 110-09-56405-161-000 | 9/1/12 W/C | 1,260.00 |
| 122247 | 11/30 | GENEX SERVICES INC | 110-09-56405-161-000 | 11/14/12 W/C | 541.18 |
| 122248 | 11/30 | OCCUCARE SYSTEMS & SOLUTION | 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 | 10/22-24/12 W/C 10/15-17/12 W/C 10/25/12 W/C 10/18/12 W/C 10/24/12 W/C CHECK TOTAL | 848.00 626.00 393.00 313.00 33.00 2,213.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|----------|
| 122249 | 11/30 | ZYNEX MEDICAL | 110-09-56405-161-000 | 10/22/12 W/C | 110.52 |
| | | | 110-09-56405-161-000 | 8/22/12 W/C | 104.99 |
| | | | | CHECK TOTAL | 215.51 |
| 122250 | 11/30 | WORK INJURY MGMNT SOLUTIONS | 110-09-56405-161-000 | 9/7/12 W/C | 219.00 |
| 122251 | 11/30 | FIREHOUSE PERFORMANCE | 110-02-52103-344-000 | 11/12 PD-TIRES/SERV | 249.90 |
| | | | 110-02-52103-344-000 | 11/12 PD-TIRES/SERV | 249.90 |
| | | | | CHECK TOTAL | 499.80 |
| 122252 | 11/30 | PELOQUIN, CASEY | 110-00-21905-000-000 | REISSUE CK #121662 | 100.00 |
| 122253 | 11/30 | GUADALUPE GARCIA, MARIA | 110-00-44709-000-000 | BARTENDER LICENSE | 50.00 |
| 122254 | 11/30 | CESARIO, JONATHAN | 110-00-44709-000-000 | BARTENDER LICENSE | 50.00 |
| 122255 | 11/30 | BROWN, JANIS | 206-00-13107-000-000 | 8/4/12 J BROWN | 68.18 |
| 122256 | 11/30 | MOSCICKI, JEFFREY | 110-00-46394-000-000 | APPLIANCE STICKER | 15.00 |
| 122257 | 11/30 | MITCHELL, CLENNIE | 110-00-21905-000-000 | ORIBILETTI 11/22/12 | 100.00 |
| 122258 | 11/30 | LEHMAN, BELISA | 110-00-21111-000-000 | COURT PYMT R016237 | 15.00 |
| 122259 | 11/30 | LOVE, TALINDA D | 110-00-21904-000-000 | CASH BOND 1148505 | 303.00 |
| 122260 | 11/30 | VALDES, ALICIA M | 110-00-21904-000-000 | BOND MAGANA#N1315500 | 100.80 |
| 122261 | 11/30 | BERTUCCI, STEPHANIE | 110-00-21904-000-000 | BOND PMT #N1271477 | 100.80 |
| 122262 | 11/30 | VILLALOBOS, OSCAR | 110-02-52110-367-000 | 2012 CLOTHING ALLOW | 300.00 |
| 122263 | 11/30 | RYAN, PATRICK | 110-02-52204-263-000 | 10/29-11/2 GREEN BAY | 125.00 |
| | | | 110-02-52203-341-000 | 10/29-11/2 GREEN BAY | 41.86 |
| | | | | CHECK TOTAL | 166.86 |
| 122264 | 11/30 | FARCHIONE, DESIREE | 110-02-52107-263-000 | 11/7-9 WIS DELLS | 75.00 |
| 122265 | 11/30 | PATTON, PATRICK | 110-09-56405-166-000 | 10/25-11/21/12 PPD | 1,208.00 |

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|------------------------------|------------|-----------------|----------------------|----------------------|--------------|
| 122266 | 11/30 | POLOVINA, MARK | 110-09-56405-166-000 | 10/30-11/28/12 PPD | 1,183.56 |
| 122267 | 11/30 | DILLHOFF, AARON | 110-02-52109-367-000 | 2012 CLOTHING ALLOW | 400.00 |
| 122268 | 11/30 | WILLING, MARK | 110-01-51101-261-000 | 11/14/12 WAUWATOSA | 44.40 |
| | | | 110-01-51801-226-000 | 2 GBG MEMORY CARD | 14.98 |
| | | | | CHECK TOTAL | 59.38 |
| 122269 | 11/30 | TYLER, DONALD | 110-02-52106-323-000 | DISABLED VET REC CRD | 10.00 |
| GRAND TOTAL FOR PERIOD ***** | | | | | 3,914,523.23 |



Engineering Division
Shelly Billingsley, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS
Michael M. Lemens, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

November 14, 2012

To: Eric Haugaard, Chairman
Public Works Committee

From: Michael M. Lemens, P.E.
Director of Public Works

Subject: *Acceptance of Performance Contract with Johnson Controls, Inc. (JCI)
for professional services and Installation of JCI provided LED Replacements*

BACKGROUND/ANALYSIS

The City of Kenosha received a \$902,500 grant under the Energy Independence and Security Act of 2007 (EISA) to retrofit and/or relamp city street lights with a more efficient fixture in order to save energy cost & reduce the amount of required maintenance. A performance contract was awarded to Johnson Controls, Inc. to assist with the selection of the retrofit lighting and installation of same.

JCI's original contract called for installation of 721 lights, and addenda to the contract added 84 more lights for a total conversion of 805 fixtures, plus spare stock and extended warranty from the manufacturer, Amerlux. All work has been completed, along with punchlist items.

RECOMMENDATION

Staff recommends final acceptance of the project.

MML



CERTIFICATE OF COMPLETION

| | |
|------------------|------------------------------|
| Date 9/7/2012 | Contract Number 9241-0025 |
|------------------|------------------------------|

| | |
|--|--|
| Project (Name & Address) City of Kenosha LED Street Lights 625 52 nd Street Kenosha, WI 53140 | Architect N/A |
| | Engineer JCI |
| Owner's (Name & Address) City of Kenosha 625 52 nd Street Kenosha, WI 53140 | JCI Contract With City of Kenosha |
| | Date of Final Inspection 8/15/2012 |
| Copies To: <input type="checkbox"/> Architect <input type="checkbox"/> Field <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Other <u>Owner</u> <input type="checkbox"/> Engineer <input checked="" type="checkbox"/> JCI Area <input type="checkbox"/> Construction Office Manager | <u>Definition of Date of Completion</u> The date of completion of the work or designated portion thereof is the date certified by JCI when construction is sufficiently complete, in accordance with the contract documents, so the owner may engage the system or designated portion thereof for the use for which it is intended. |

Project and/or designated portion(s) thereof covered by this certificate:

LED Street Lights– Provide and install new LED street light fixtures as detailed on the attached list as well as additional phase 2 contract scope of work.

Items Furnished to the Owner with this Certificate of Completion are:

Owner's Manual -Includes: Warranty policy statement, Glossary of Terms, product directories and/or literature, operator's manuals and "as-built" control drawings.

System Operating And Maintenance Instructions: 1 Hours
Persons Instructed: See attached sheet

Proposal For Preventive Maintenance/Service Agreement: Accepted Yes No Date

Contract Warranty information:

- Contract specifications require a 1 year labor warranty period, beginning on 8/15/2012. **(Material warranty attached)**
- Project specifications require full service during warranty period which includes preventive maintenance service: Yes No
- Other specification requirements - **Amerlux material warranty extends out further then the 1 year labor warranty. (Attached)**
- Was a full service contract after the warranty period specified and included in the original installation contract?
 Yes, No. of Years: No

A list of items to be completed or corrected, prepared by JCI and verified by the owner or his representative is attached hereto. The failure to include any items on such list does not alter the responsibility of JCI to complete all work in accordance with the contract documents.

Owner or owner's representative acknowledges the following with initials:

NA Initials Changes of fire or alarm points may significantly alter a life safety system, and contribute to a dangerous or life threatening situation. Changes to fire or alarm points may also require approval of local fire authority.

NA Initials Changes to other points may be linked to the life safety system and affect it. After each such change, the life safety system should be exercised to see that its integrity has not been violated and if functions properly, as was intended.

NA Initials Johnson Controls, Inc. does not warranty against system malfunction caused by improper use, misuse or wrong entry of data by the customer, nor shall Johnson Controls, Inc. be liable for situations or damages which are the direct or indirect result of user generated data bases.

Additional Notes: The following materials have been delivered to Mr. Bob Potts to be used as attic stock replacements while the warranty materials are being replaced. (8) 250w Drivers, (24) 150w Drivers, (8) 250 LED Fixtures, (8) 150w LED Fixtures, (8) replacement globes for 6th Avenue.

Johnson Controls, Inc. will complete or correct the work on the list of items appended hereto within 30 days from the date of completion.

| | | | |
|---------------------------------------|----|-----------------------------|-----------------|
| Johnson Controls, Inc. Representative | By | Position Project Manager | Date 9/12/12 |
|---------------------------------------|----|-----------------------------|-----------------|

The Owner accepts the work or designated portion thereof as complete and will assume full possession thereof
At _____ on _____
Time _____ Date _____

| | | | |
|-------------------------------------|-------------------------------|----------------------------|------------------------------------|
| Owner or Owner's Representative | Position Dir. Public Works | Company City of Kenosha | Date 9-12-12 |
| Local Building/ Fire Inspection | Date | By NA | Certificate of Occupancy Issued |



Johnson Controls, Inc.
3007 Malmo Drive
Arlington Heights, IL 60005
Tel. 847-364-1500
FAX 747-364-1536

PROPOSAL FOR DISTRIBUTION OF CITY OF KENOSHA PERFORMANCE CONTRACT FUNDS

TO: City of Kenosha
625 52nd Street
Kenosha, WI 53140

Attn: Mr. Michael Lemens

Date: 9/7/2012

Project: City of Kenosha PC
JCI #9241-0025

We propose to furnish the materials and/or perform the work described below : **DEDUCT**

(Seventy Eight Thousand Three Hundred Thirty and 00/100 Dollars) (\$78,330.00)

This proposal INCLUDES total costs for:

Deduct of the unused portion of the \$200,000 in funds for work that was as the time undetermined as detailed in our contract on page 8, paragraph Phase two, Part B.

Alternates to the proposal are:

- 1. NA

This proposal DOES NOT include:

- 1. NA

This proposal and alternates listed above are hereby accepted and Johnson Controls is authorized to proceed with work:

This proposal is valid until

10/31/2012

City of Kenosha
Purchaser - Company Name

Signature

Johnson Controls, Inc.

Signature

Name: Michael M. Lemens
Title: Dir. Public Works
Date: 9-12-12

Name: Keith A Sparks
Title: PROJECT MANAGER
Date: Sept 12, 2012

CERTIFICATE OF FINAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
3007 Malmo Drive, Arlington Heights, IL 60005

and

CITY OF KENOSHA ("Customer")
625 52nd Street, Kenosha, WI 53140

PROJECT: City of Kenosha LED Street Light Replacements; Performance Contract dated August 18, 2010 between JCI and Customer.

JCI# 9241-0025

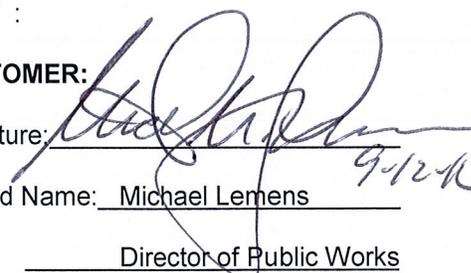
By executing this Certificate of Final Completion, Customer acknowledges the following:

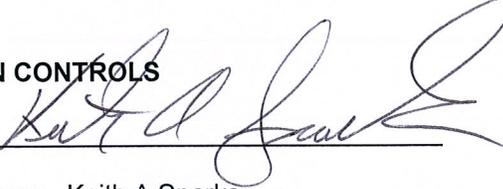
- a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.
- b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated :

CUSTOMER:

JOHNSON CONTROLS

Signature: 

Signature: 

Printed Name: Michael Lemens 9-12-10

Printed Name: Keith A Sparks

Title: Director of Public Works

Title: Solutions Project Manager



Engineering Division
Shelly Billingsley, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent
Parks Division
Jeff Warnock
Superintendent

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

December 10, 2012

To: Eric Hugaard, Chairman,
Public Works Committee

From: Shelly Billingsley, P.E. Shelly Billingsley
Director of Engineering/City Engineer

Subject: Acceptance of Project 11-1014 Concrete Street Repairs

Location: Citywide

Please be advised that the above referenced project has been satisfactorily completed by D.C. Burbach, Inc., Waukesha, Wisconsin. This project consisted of saw cutting, removing concrete pavement, removing curb and gutter, excavation, placing new concrete pavement with dowel and tie bars and site restoration.

It is recommended that the project be accepted in the final amount of \$294,807.33. Original contract amount was \$270,653.10 plus \$27,346.90 for contingency for a total contract amount of \$298,000.00. Funding was from CIP Line Item IN-93-002.

SAB/kjb

·Planning & Zoning

·Community Development

262.653.4030
262.653.4045 FAX
Room 308



·Building Inspections

·Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

MEMO

TO: Mayor Bosman and Members of the Common Council

FROM: Rich Schroeder, Department of Community Development & Inspections 

RE: **Amendment to the Conditional Use Permit for an off-premises sign to be located at 8016 75th Street. (Adams Outdoor) (District #16)**

DATE: December 12, 2012

The City Plan Commission, at their meeting on December 6, 2012, amended the Conditions of Approval relating to the Conditional Use Permit.

The Commission voted to waive the condition regarding landscaping the new sign location at 8016 75th Street. A letter from Adams Outdoor Advertising is attached.

If you have any other questions regarding this Amendment, please contact me at 653.4034 or via email at rschroeder@kenosha.org.

RS:kas
Attachment



December 7, 2012

Mr. Jeff LaBahn
Director
Dept. of Community Development & Inspections
625 52nd Street – Room 308
Kenosha, WI 53140

RE: Landscaping – 8016 75th Street

Dear Mr. LaBahn,

Per our conversation at the Plan Commission meeting, I am writing this letter to inform you that in lieu of landscaping the new sign location at 8016 75th Street, Adams will voluntarily make an investment in landscaping at another site within the City.

The amount of the landscaping at the alternative location will be in the amount of \$2,000.00.

I would be happy to discuss alternative landscaping locations at your convenience. If you would prefer I work with Alderman Downing, the Alderman of the district where the sign is located, I can also do that.

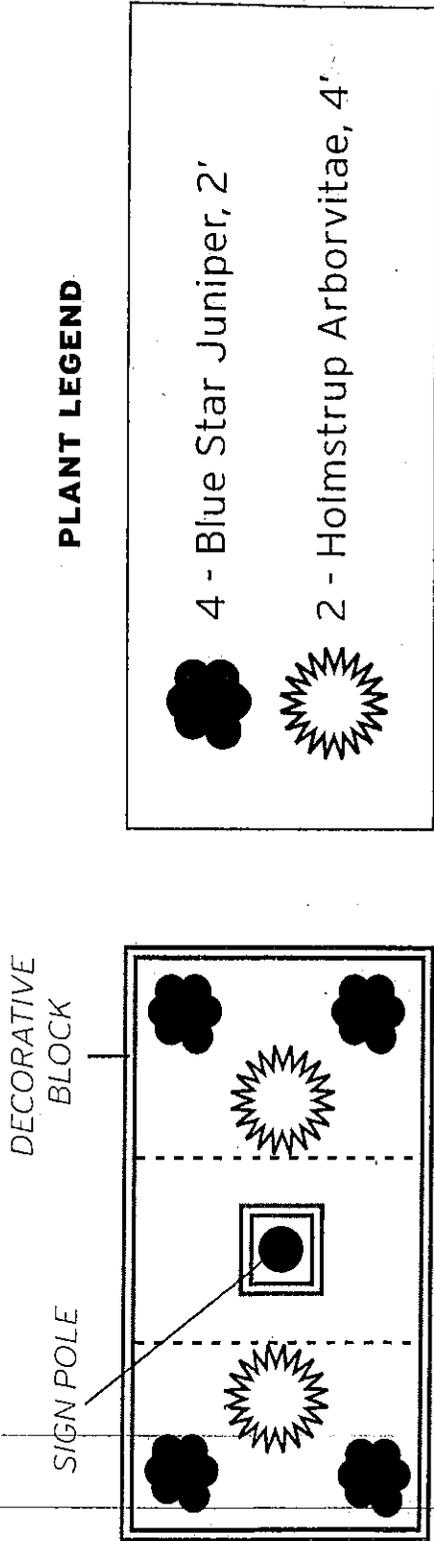
I can be reached Monday through Friday at 608-443-4291. Thank you in advance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason D. Saari'.

Jason D. Saari
Real Estate Manager
Adams Outdoor Advertising

BRADLEY LORENZ | 8016 75TH ST. | KENOSHA, WI



PLANT LEGEND

-  4 - Blue Star Juniper, 2'
-  2 - Holmstrup Arborvitae, 4'

NOTES:

- 1) 16' X 8' SHRUB BED TO BE RAISED IN A PLANTER BUILT WITH 6" DECORATIVE BLOCKS.
- 2) PLANTER HEIGHT TO BE (3) COURSES OF 6" DECORATIVE BLOCK.
- 3) INSTALL 1' OF CRUSHED LIMESTONE AND WEEDBARRIER IN PLANTER TO ALLOW FOR DRAINAGE AND PREVENT TOPSOIL LEAKAGE.
- 4) INSTALL WEEDBARRIER AND 3" OF LG. WASHED STONE AROUND SHRUBS.
- 5) INSTALL A 6" X 12" WALL BASE OF COMPACTED LIMESTONE SCREENINGS.
- 6) A 3' CLEARANCE AROUND THE UTILITY METER WILL BE MAINTAINED FOR ELECTRICAL CONNECTION AND PER ELECTRICAL CODE.

| | | | |
|--|--|------------------|---------------|
| Planning & Zoning Division 625 52 nd Street Kenosha, WI 53140 262.653.4030 | Kenosha City Plan Commission FACT SHEET | December 6, 2012 | Item 4 |
| Amendment to the Conditional Use Permit for an off-premises sign to be located at 8016 75th Street. (Adams Outdoor) (District #16) PUBLIC HEARING | | | |

LOCATION/SURROUNDINGS:

Site: 8016 75th Street
 Zoned: M-2 Heavy Manufacturing District/AIR-4 Airport Overlay District

NOTIFICATIONS/PROCEDURES:

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

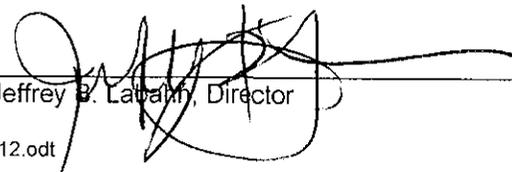
ANALYSIS:

- The Common Council adopted changes to the Code of General Ordinances (Ordinance #64-11 on November 21, 2011) and Zoning Ordinance (Zoning Ordinance #1-12 on January 18, 2012) that created a review and approval process for off-premises signs, commonly referred to as billboards.
- The applicant submitted plans for two (2) new sign faces on this site, both 672 sf in size, that was approved by the City Plan Commission on March 22, 2012 and approved by the Common Council on April 2, 2012
- The applicant is requesting to move the sign location approximately twenty (20) feet closer to the State Trunk Highway 50 right-of-way on land that is owned by the same land owner on the previous application. Due to the new location, an amendment to the approved CUP is required.
- The new location is still within 150 feet from a Residential District, therefore the Conditional Use Permit is still required.
- Plans were sent to City Departments for their review. Their comments are included in the attached Conditions of Approval.
- The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

RECOMMENDATION:

For Commission review and recommendation.


 Brian R. Wilke, Development Coordinator


 Jeffrey B. Labahn, Director

/u2/acct/cp/claurieb/CITY PLAN COMMISSION/fact-cupamd-adams-112912.odt

| | | | |
|---|---|-----------------------------|------------------|
| Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030 | <i>Kenosha City Plan Commission Conditions of Approval</i> | 8016 75th Street | December 6, 2012 |
|---|---|-----------------------------|------------------|

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. Compliance with the Conditional Use Permit dated September 7, 2012.

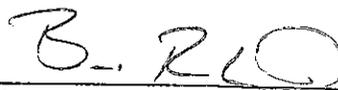
/u2/acct/cp/claurieb/CITY PLAN COMMISSION/conditions-Adams112912.odt

Department of Community Development & Inspections
 625 52nd Street - Room 308
 Kenosha, Wisconsin 53140
 phone - 262.653.4030 or fax 262.653.4045

Conditional Use Permit Approval

| | | |
|---|---|-----------------------------------|
| Project Name: | Adams Outdoor Billboard | Date: September 7, 2012 |
| Location: | 8016 75th Street | |
| Project Description: | Installation of two (2) new sign faces | |
| Issued to: | Jason Saari Adams Outdoor 102 E. Badger Road Madison, WI 53713 | |
| Architect/ Engineer/ Contractor: (if applicable) | | |
| Approval Dates: | Common Council – April 2, 2012 Community Development & Inspections – N/A | |
| <ul style="list-style-type: none"> • Conditions of approval (see attachment) • Approval shall be void if a building permit is not obtained by October 2, 2012 | | |

Any questions regarding the approved Conditional Use Permit should be directed to me at 262.653.4049 or via email at bwilke@kenosha.org.



 Brian Wilke
 Development Coordinator
 Community Development & Inspections

- c: Shelley Billingsley, Director of Engineering, Public Works
 Paula Blise, Zoning Coordinator, Community Development & Inspections
 Mike Callovi, Planning Technician, Community Development & Inspections
 Mike Higgins, Assessor
 Rick Hillesland, Commercial Building Inspector, Community Development & Inspections
 Jeffrey B. Labahn, Director, Community Development & Inspections
 Mike Lemens, Director, Public Works
 John W. Morrissey, Chief, Police Department
 Gail Rohde, Counter Clerk, Community Development & Inspections
 Patrick Ryan, Division Chief, Fire Prevention Bureau
 Ed St. Peter, General Manager, Kenosha Water Utility
 Debra Saias, City Clerk-Treasurer

| | | |
|----------------------|-------------------------|-----------------------------------|
| Project Name: | Adams Outdoor Billboard | Date: September 7, 2012 |
| Location: | 8016 75th Street | |

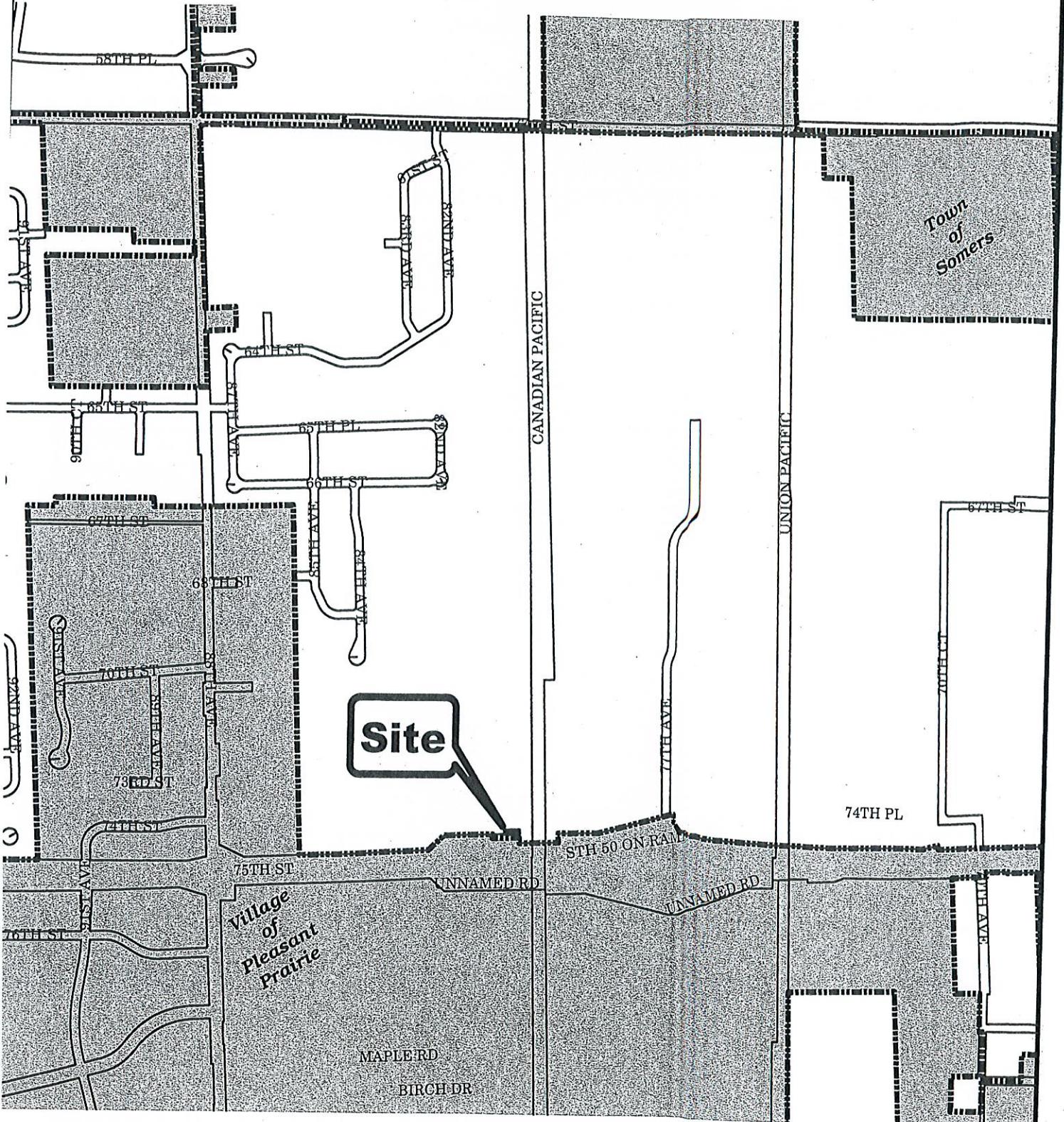
Conditions of Approval

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. The applicant shall obtain a Footing and Foundation permit from the Department of Community Development & Inspections.
 - b. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
 - c. Prior to the issuance of any permits, the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - d. Compliance with City and State and/or Federal Codes and Ordinances.
 - e. The applicant shall meet all applicable Conditions of Approval and obtain a sign permit within six (6) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
 - f. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged landscaping or sign face shall be replaced or reconstructed per the approved plans.

City of Kenosha

Vicinity Map

Adams Off-Premises Sign CUP



Subject Property:
8016 75th Street



Municipal Boundary

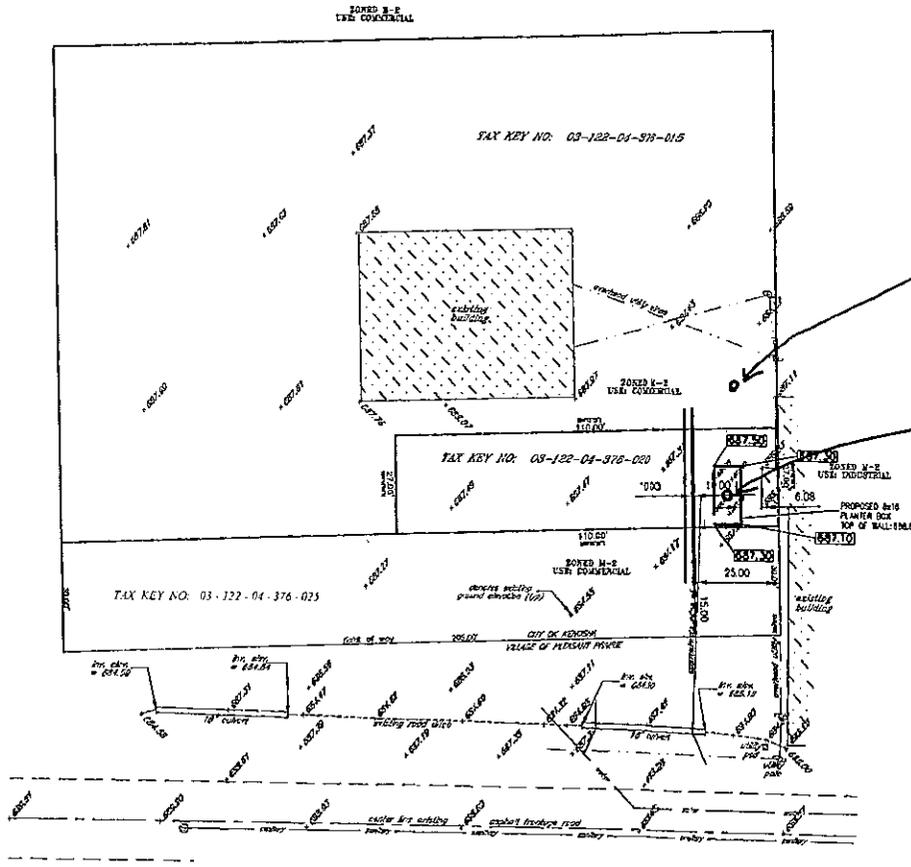


0 250 500 750 1,000
Feet

Site Drainage Plan for ADAMS OUTDOOR ADVERTISING of Tax Key Nos 03-122-04-376-025, 03-122-04-376-020 and 03-122-04-376-015, in the City of Kenosha, Kenosha County, Wisconsin.



Survey information is from JKR
Surveying Inc., dated 4/18/2012.



GRADING LEGEND

- + 700.00 EXISTING SPOT GRADES
- 700.00 PROPOSED FINISHED SPOT GRADES

LEGEND

- = ELEC METER
- = PAD MT TRANS
- = SOIL BORING

- = SIGN
- E- = ELEC LINE
- x- = FENCE

DRAWN 10-15-2012 BY ALJ
SCALE 1" = 40'
SHEET 1 OF 1 SHEETS
JOB NO. **2012.0078.01**



Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

1458 Horizon Blvd, Suite 200, Racine, WI. 53406 Tele: (262)634-5588 Fax: (262)634-5024 Website: www.nmbcsc.net

**Development Review Application
City of Kenosha, Wisconsin**

MAILING INFORMATION

NAME OF PROJECT: Off-Premise Advertising Sign

Check one (1) of the following boxes to indicate the recipient of all correspondence.

Name and Address of Applicant [Please print]:
 Adams Outdoor Advertising
 Jason Saari
 102 E. Badger Rd.
 Madison, WI 53713
 Phone: 608-271-7900
 Fax: 608-271-4253
 E-Mail: jsaari@adamsoutdoor.com

Name and Address of Architect/Engineer [Please print]:
 Adams Outdoor Advertising
 102 E. Badger Rd
 Madison, WI 53713
 Phone: 608-271-7900
 Fax: 608-271-4253
 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): 8016-20 75th St./ parcel numbers:03-122-04-376-015/020

TYPE OF LAND DEVELOPMENT

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

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

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*Submit this cover page, completed application, applicable section(s) and appendices
along with ALL required plans, information and fees to:*

Department of City Development
625 52nd Street, Room 308
Kenosha, WI 53140

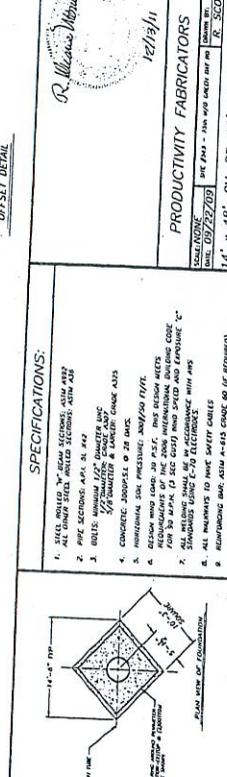
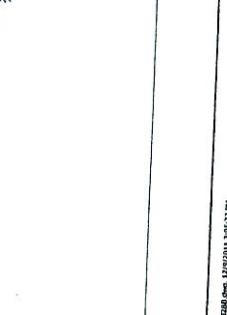
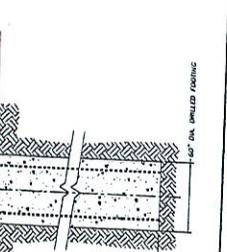
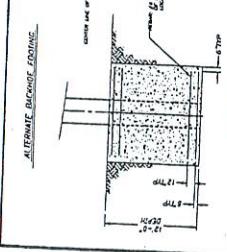
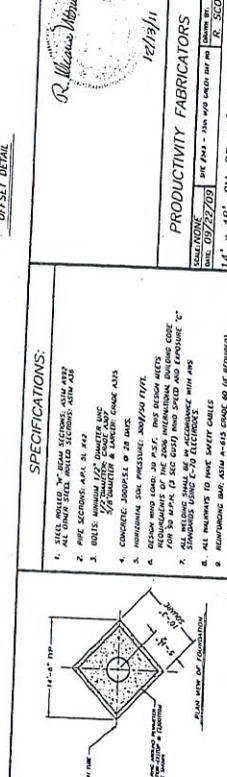
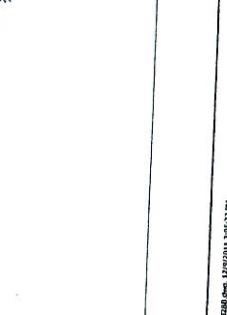
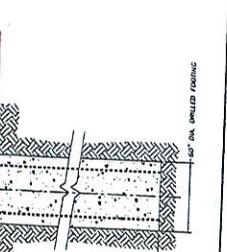
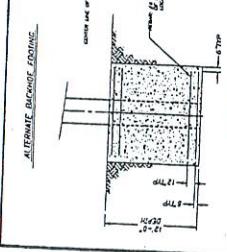
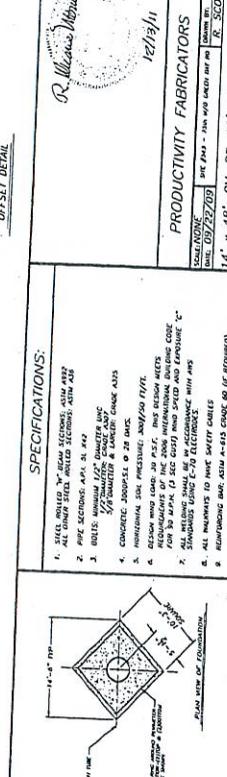
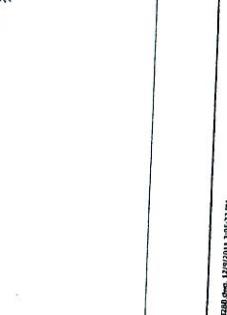
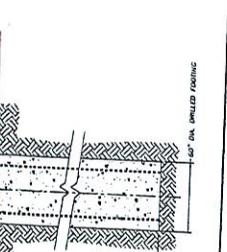
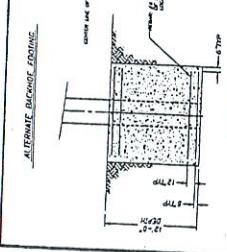
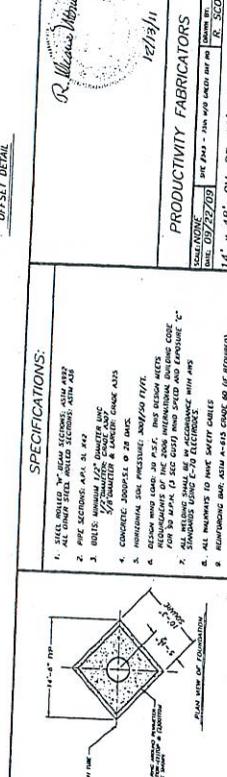
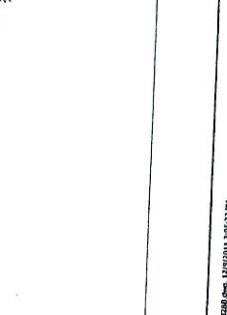
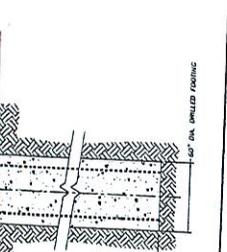
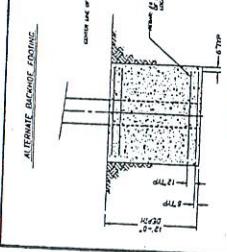
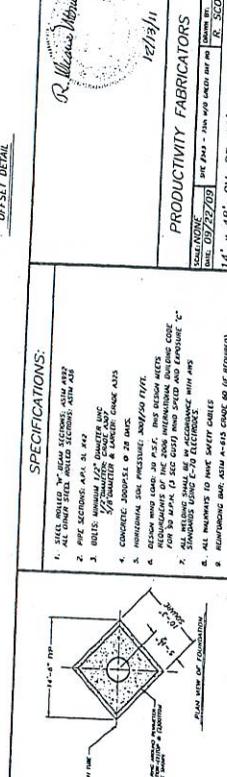
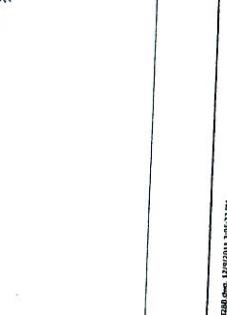
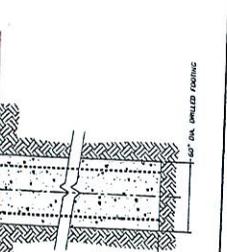
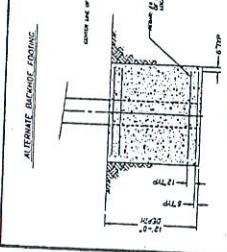
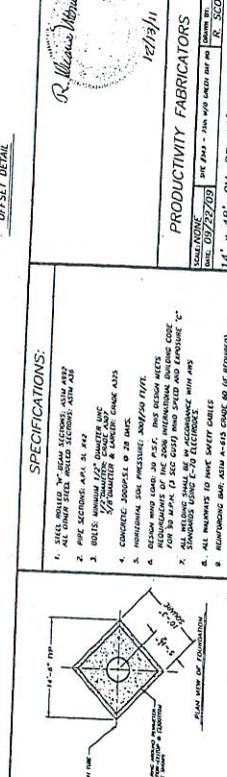
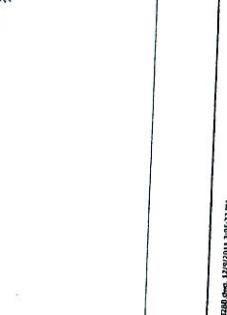
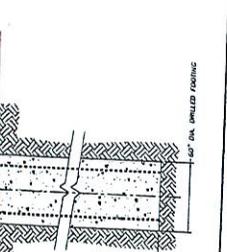
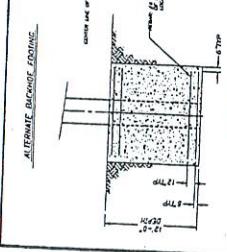
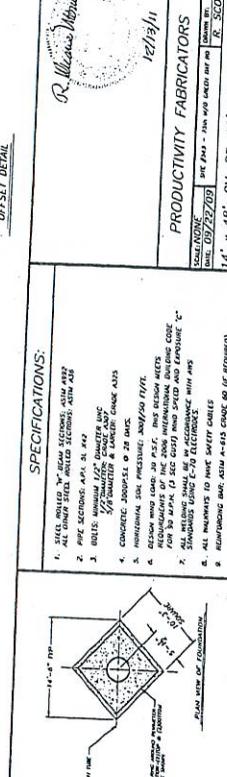
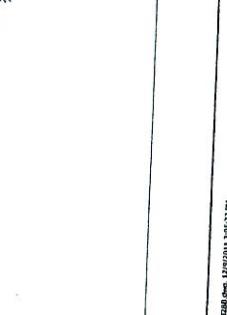
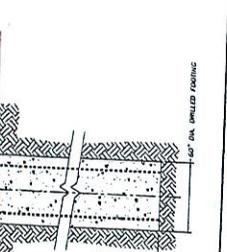
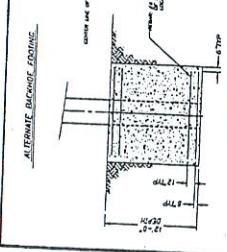
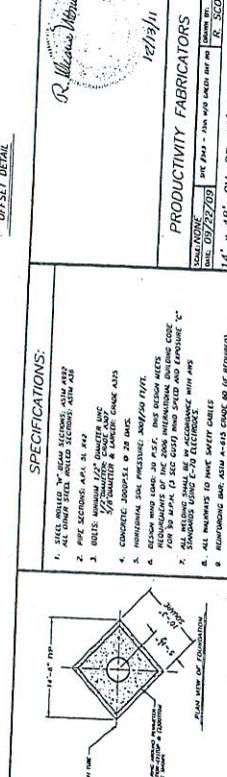
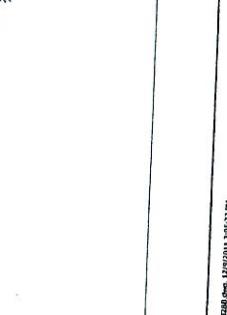
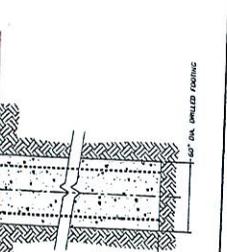
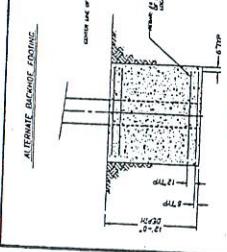
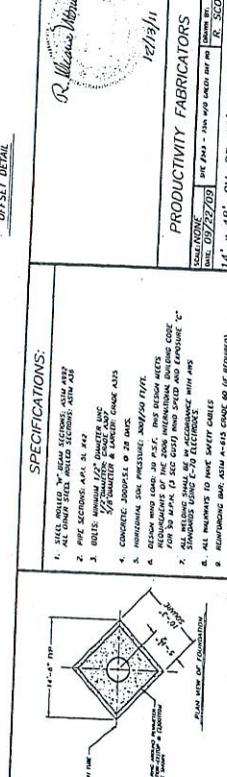
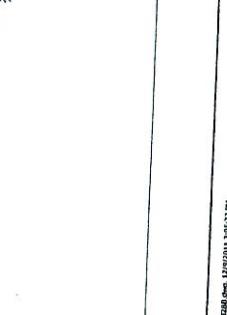
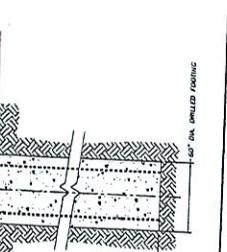
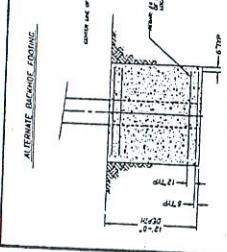
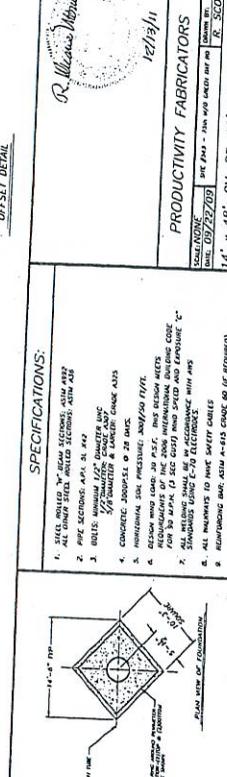
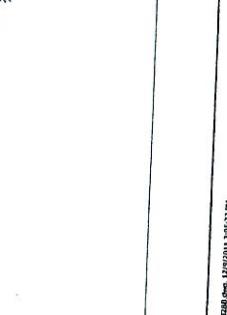
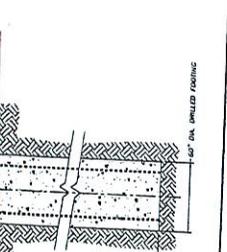
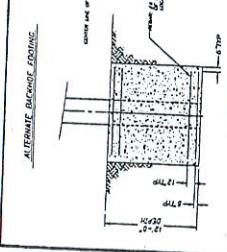
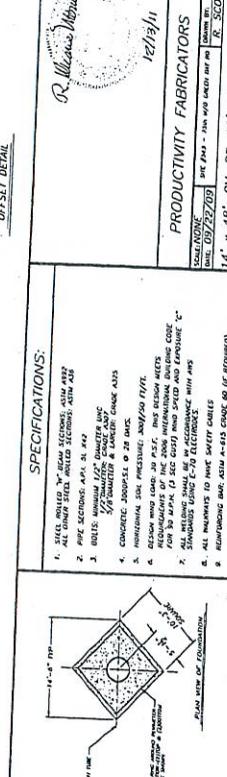
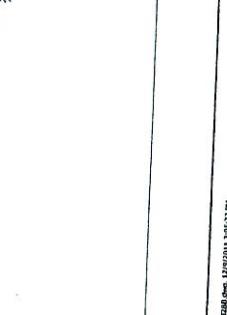
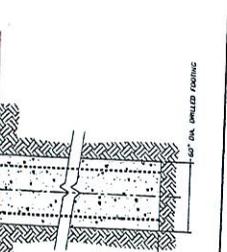
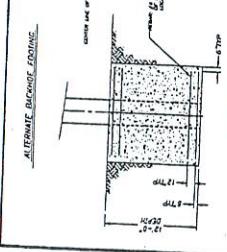
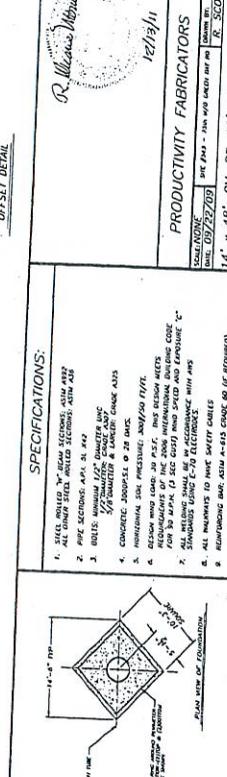
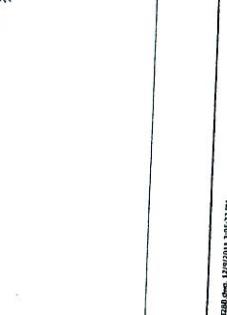
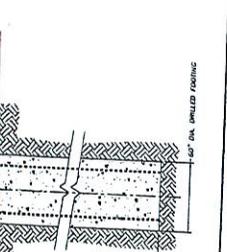
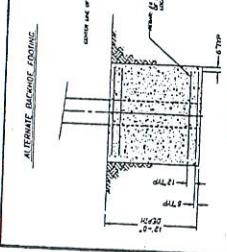
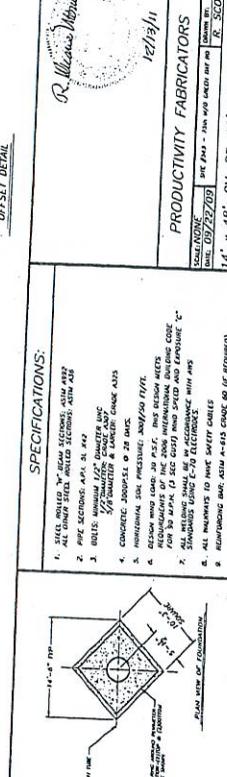
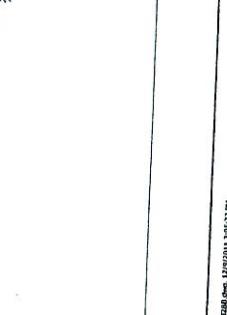
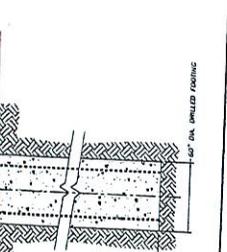
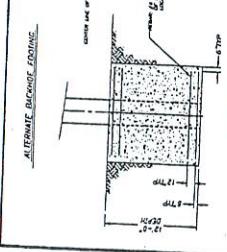
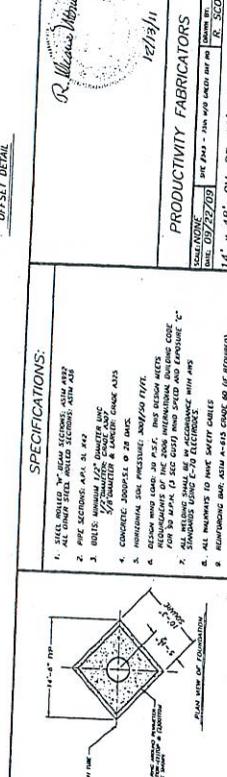
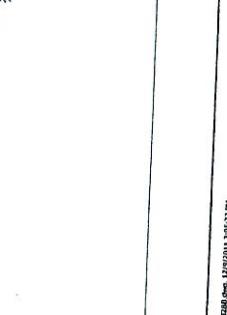
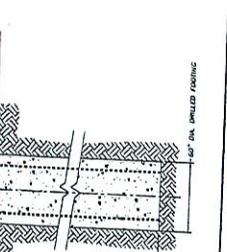
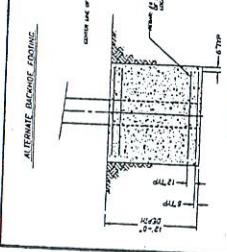
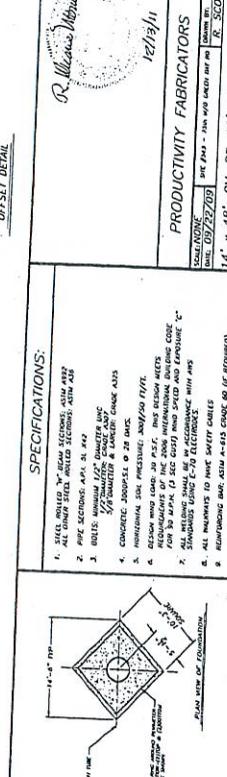
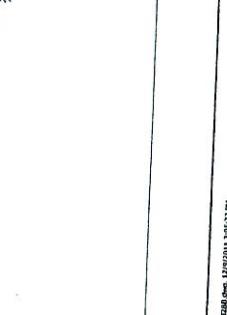
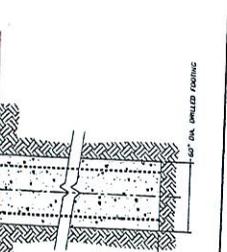
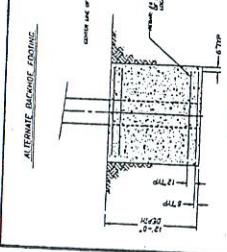
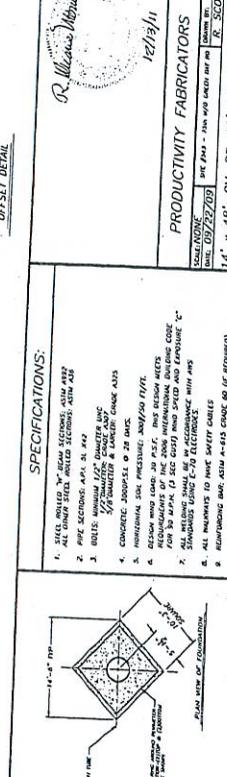
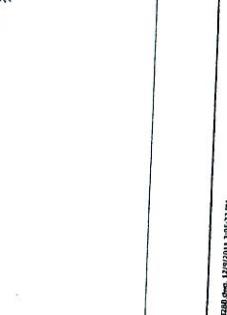
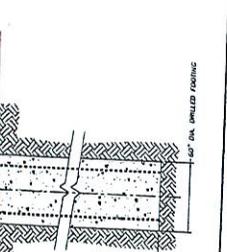
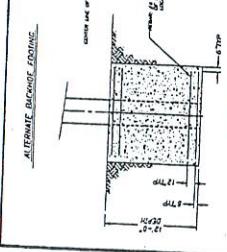
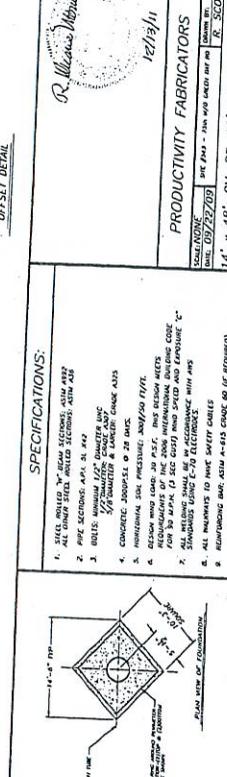
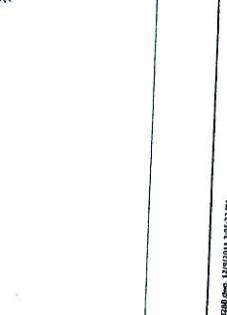
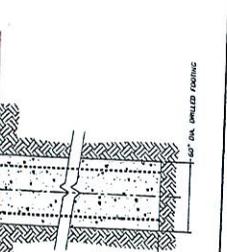
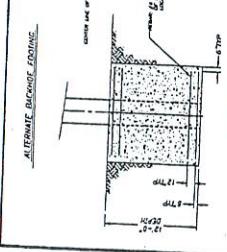
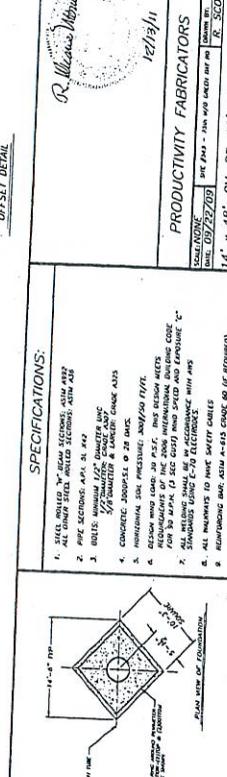
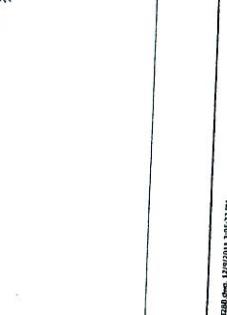
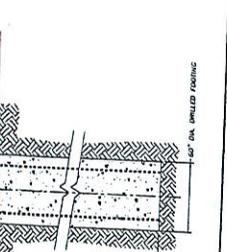
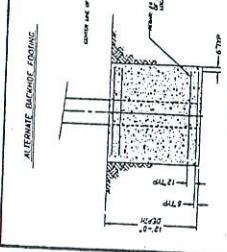
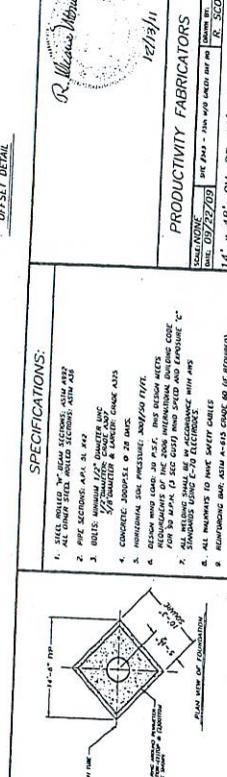
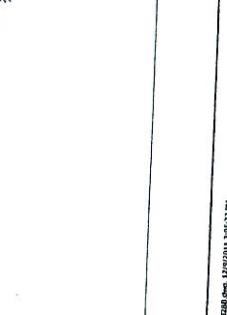
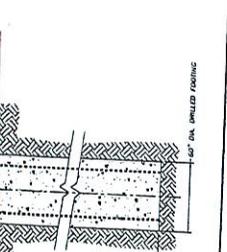
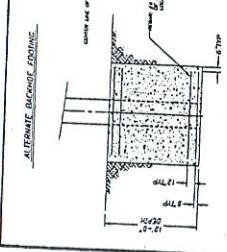
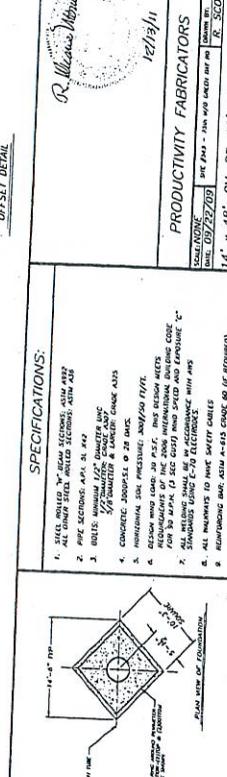
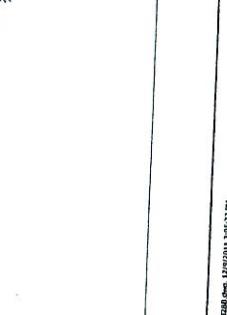
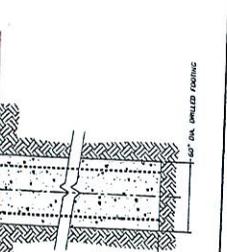
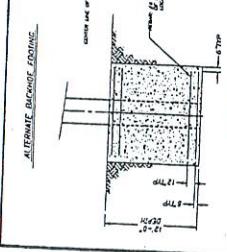
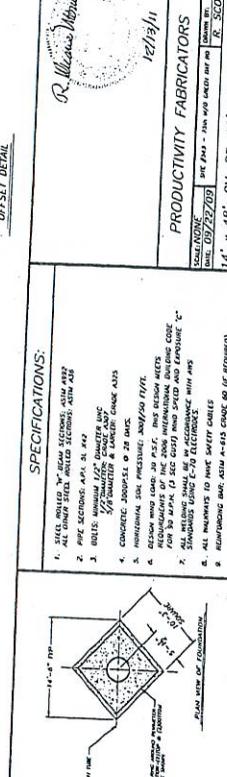
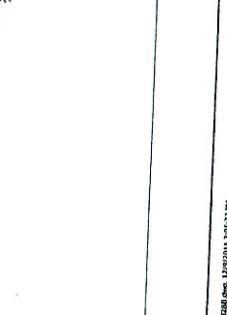
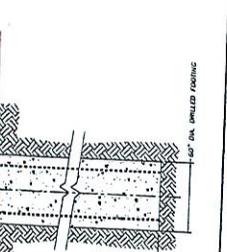
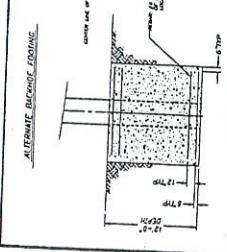
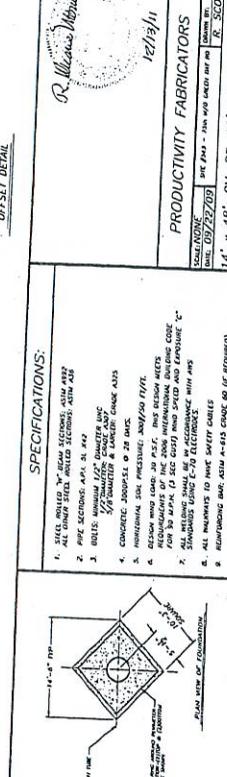
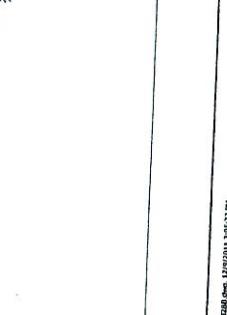
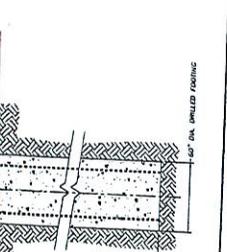
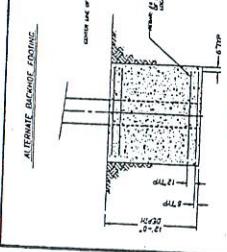
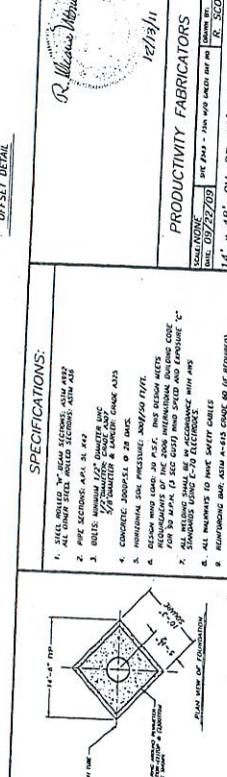
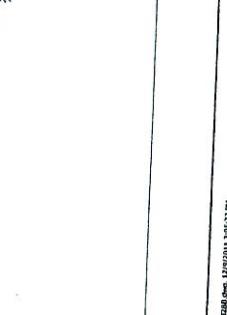
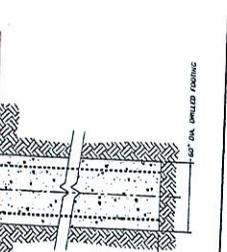
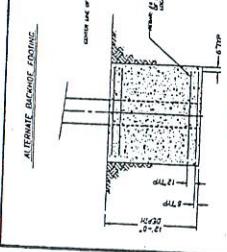
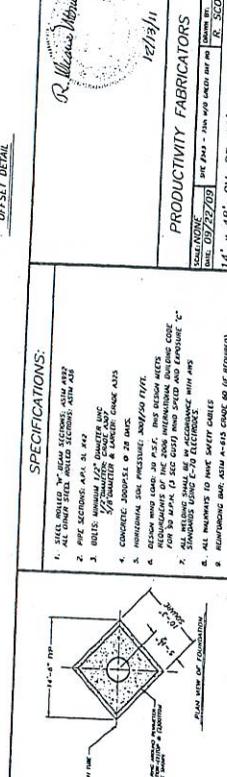
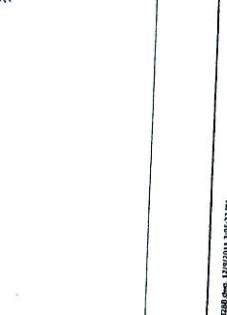
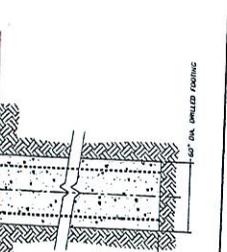
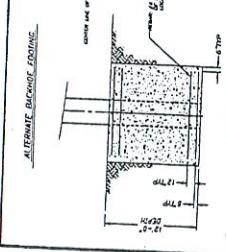
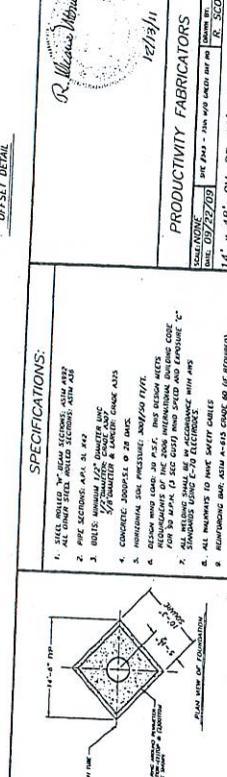
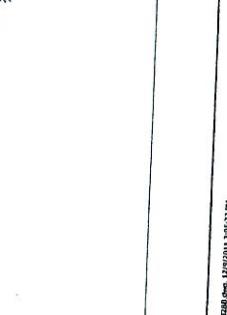
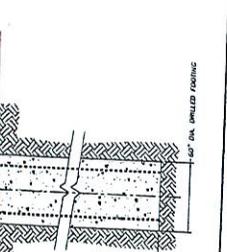
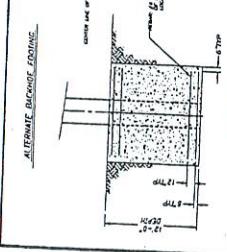
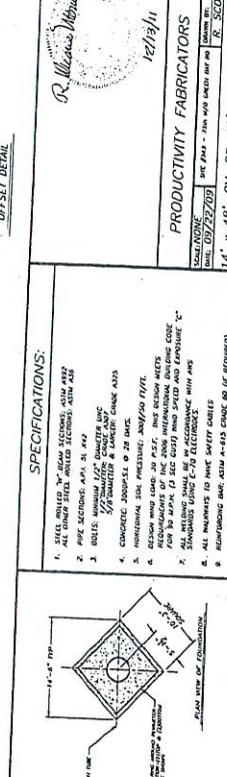
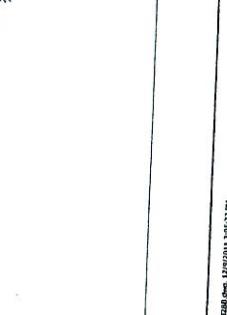
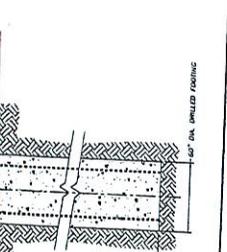
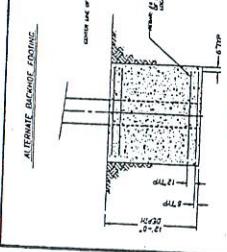
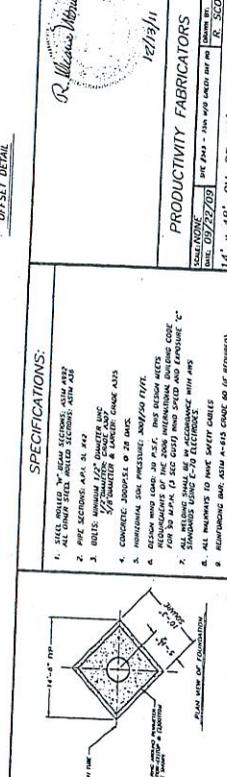
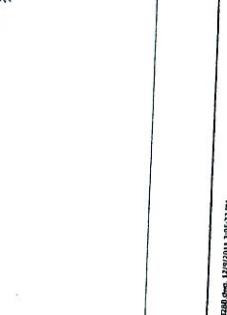
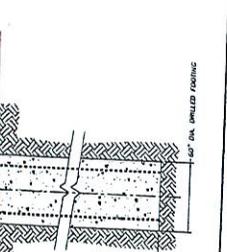
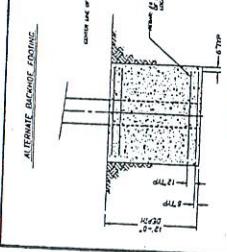
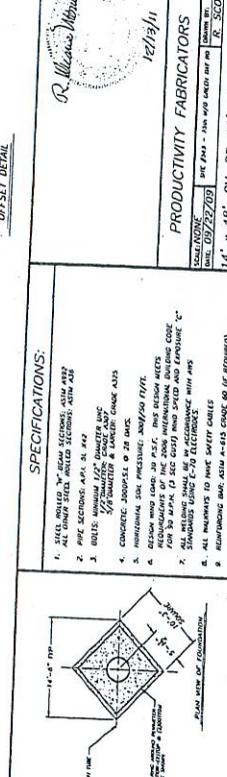
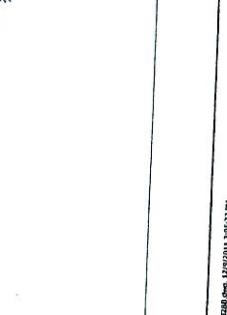
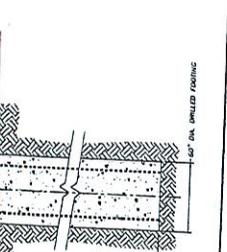
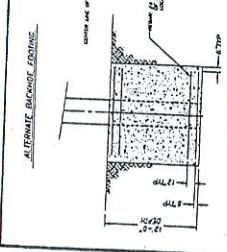
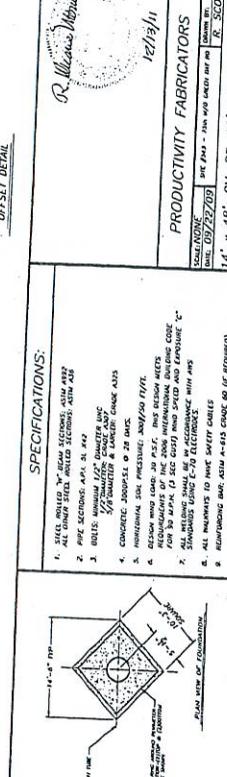
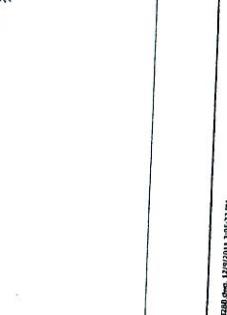
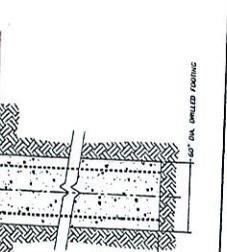
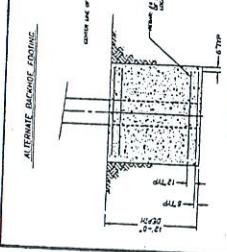
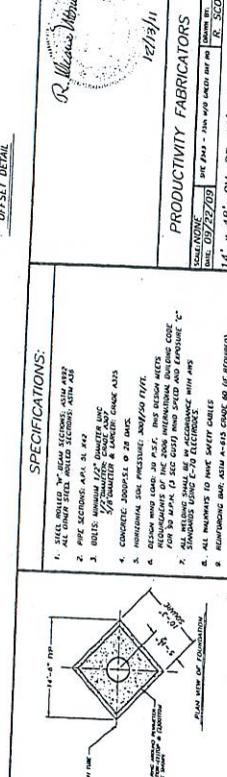
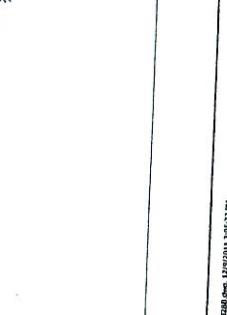
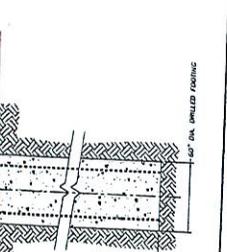
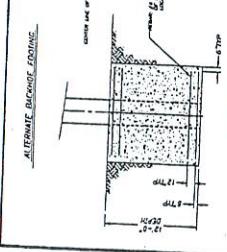
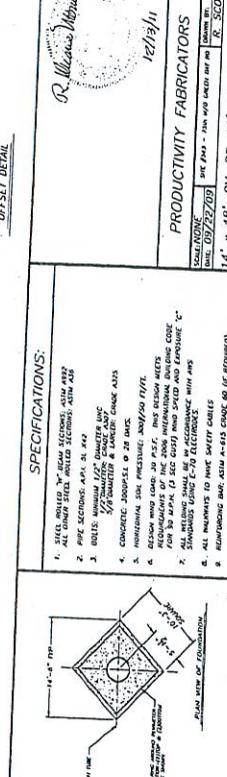
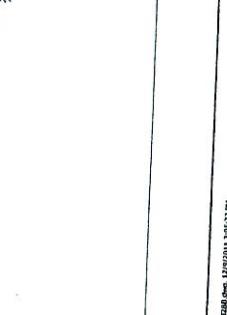
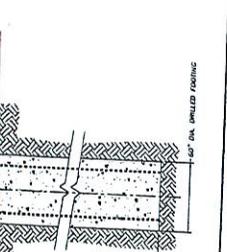
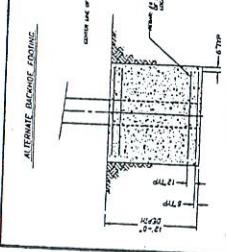
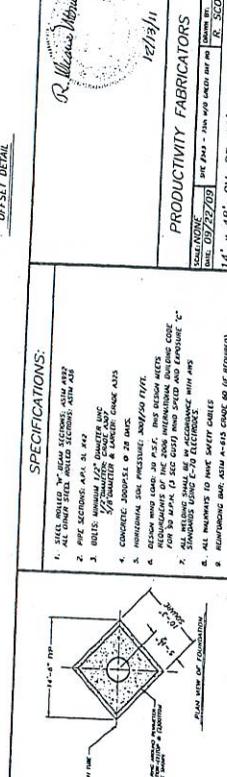
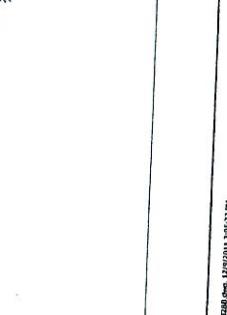
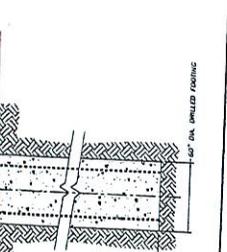
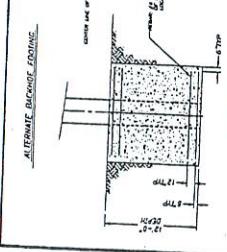
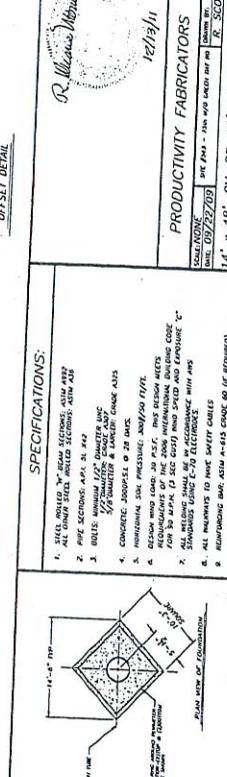
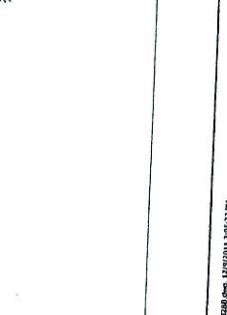
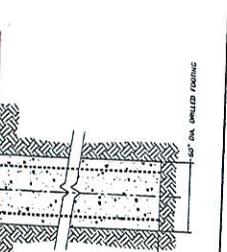
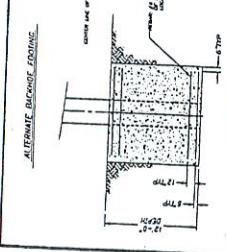
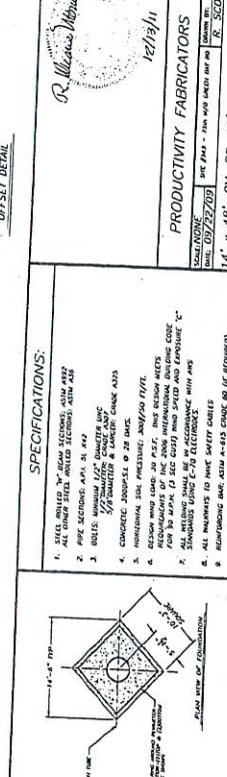
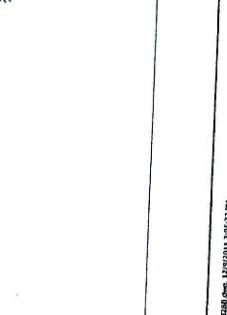
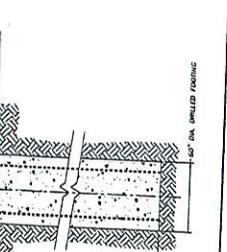
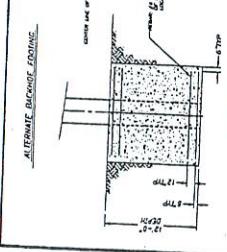
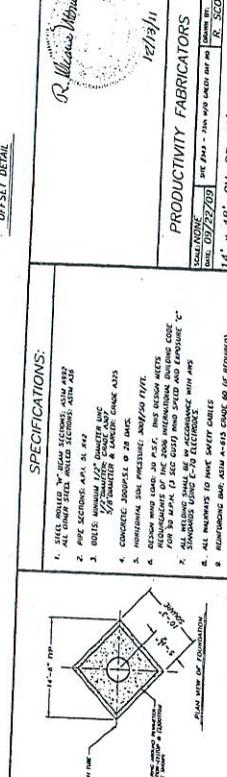
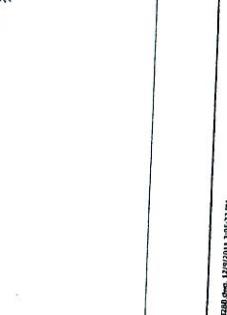
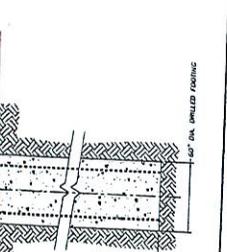
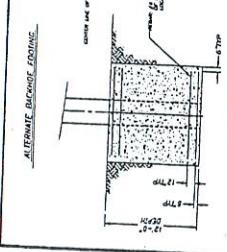
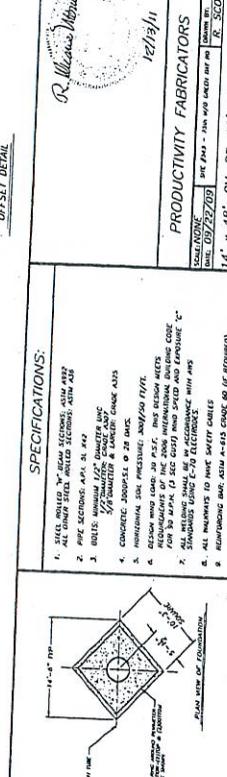
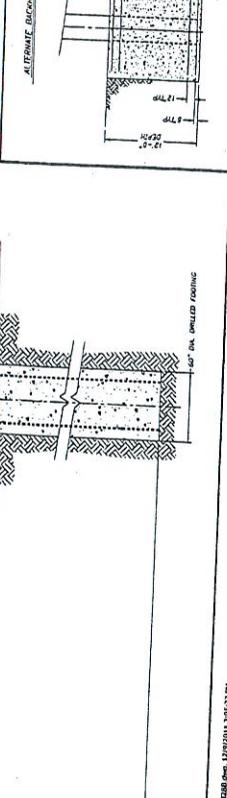
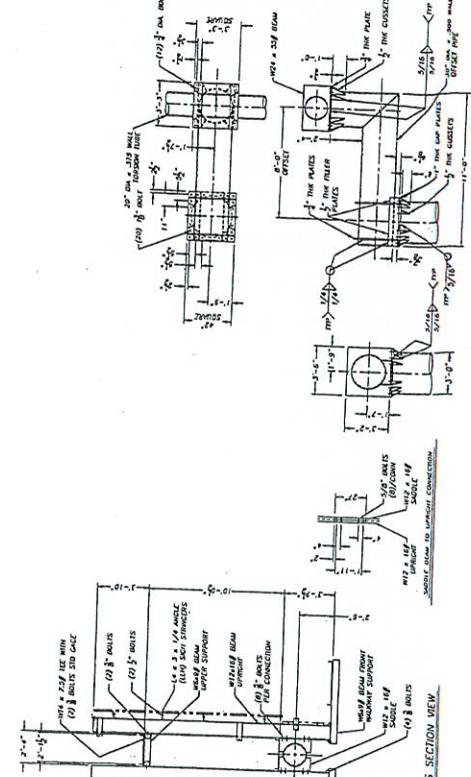
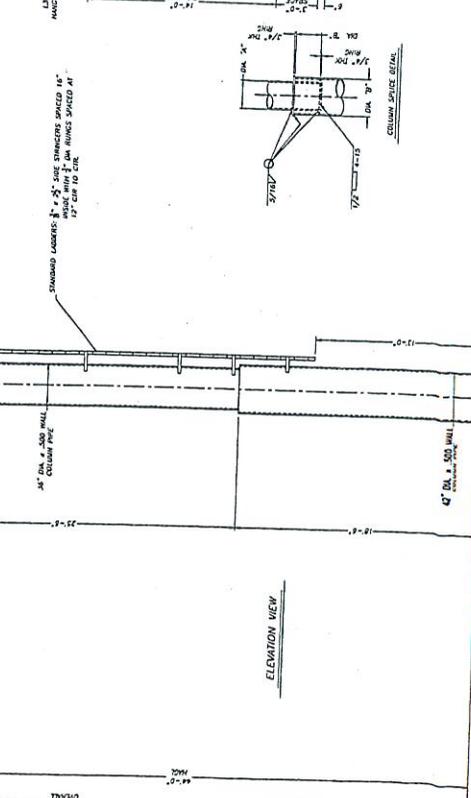
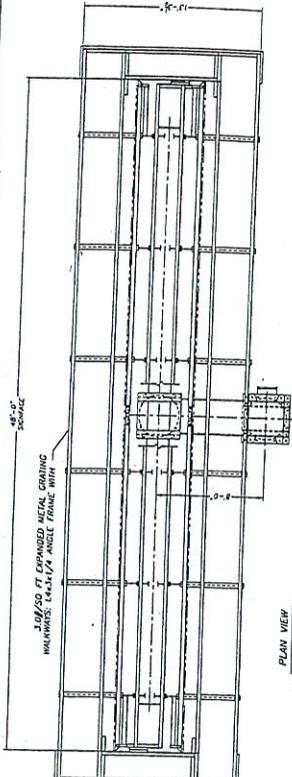
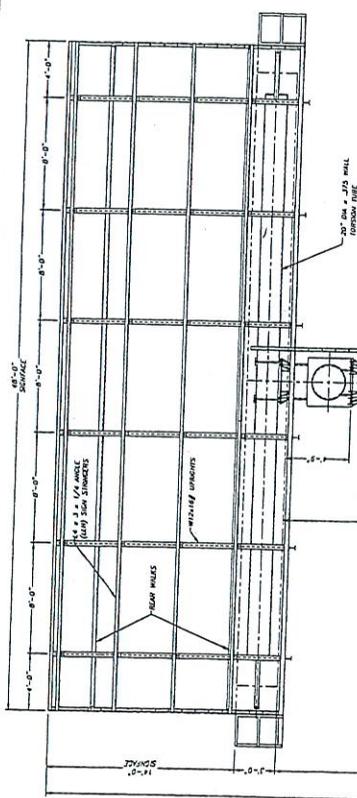
Phone: 262.653.4030
 Fax: 262.653.4045
 Office Hours:
 M - F 8:00 am - 4:30 pm

**SECTION 10
SITE PLAN REVIEW**

| | | | | |
|---|---|--|------------------------------|--|
| Additional Information Required: | Building or Addition Square Footage: Sign Faces 2 @ 672 sf + planter box @ 128 sf | | | |
| | Existing Building Size: n/a | | | |
| | Site Size: 8016= .06 acres 8020=.57 total size =.63 acres | | | |
| Submittal Requirements: | <ul style="list-style-type: none"> ➤ Ten (10) full size scaled copies ➤ Developer Site Plan/Conditional Use Permit Checklist (Appendix A) | | | |
| If Item to be Reviewed by Plan Commission/Common Council must Submit: | <ul style="list-style-type: none"> ➤ One (1) 8 1/2" x 11" reduction <i>or</i> forty (40) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides) ➤ Sample Board containing colored samples of all exterior building materials | | | |
| Fees: | Level 1 | Building or Addition Size ≤ 10,000 sq. ft. | Site size ≤ 1 acre | Review Fee \$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC |
| | Level 2 | 10,001 - 50,000 sq. ft. | 1.01 - 10 acres | \$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC |
| | Level 3 | 50,001 - 100,000 sq. ft. | 10.01 - 25 acres | \$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC |
| | Level 4 | > 100,001 sq. ft. | > 25.01 acres | \$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC |
| | <ul style="list-style-type: none"> ➤ If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed. ➤ Application fee entitles applicant to an initial review and one re-submittal. ➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews. ➤ Amendment = 50% of the applicable fee | | | |
| Appendices to Review: | ➤ All | | | |
| Approximate Review Time: | <ul style="list-style-type: none"> ➤ 30 days for Staff Review ➤ 45-60 days for City Plan Commission/Common Council Review | | | |
| The site plan review plans, <i>prepared to standard engineering scale</i> , shall be submitted with this application and shall include the following information: | | | | |
| Building Plan: | <ul style="list-style-type: none"> ➤ Layout of building(s) including size and layout of rooms ➤ Design and architecture ➤ Plans and details on fire suppression and/or standpipe ➤ Plans and details on fire detection, fire alarm, and other safety devices | | | |
| Site Plan (based on a plat of survey) | <ul style="list-style-type: none"> ➤ Legal description of property ➤ Location and "footprint" of building(s) and structure(s) ➤ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks ➤ Outline of any development stages ➤ Location and details on any required emergency access roads ➤ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space | | | |
| Drainage Plan | <ul style="list-style-type: none"> ➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations ➤ Floodplain boundaries, if applicable ➤ Soil characteristics, where applicable ➤ Proposed topography of the site denoting elevations and natural drainage after construction, and any proposed stormwater retention areas | | | |
| Landscape Plan | <ul style="list-style-type: none"> ➤ Existing trees and landform ➤ Location, extent, and type of all proposed plantings ➤ Location, height, opaque characteristics and type of any required screening | | | |

64-9328

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Wisconsin Department of Transportation

Date: 7/24/2012

Southeast Region - Waukesha Office
141 N. W. Barstow St.
P.O. Box 798
Waukesha, WI 53187-0798

Phone: 262.548.5890
Fax: 262.548.8655

Adams Outdoor Advertising
102 E. Badger Road
Madison, WI 53713

Subject: Outdoor Advertising Sign (s.84.30)-Permit #20325
County of KENOSHA
City of Kenosha
STH 50

Your approved permit for the sign identified above is enclosed. The permit recognizes that this signing conforms to the requirements of Section 84.30 of the Wisconsin Statutes and to other applicable administrative rules and laws currently in effect. **As the owner of a regulated sign, it is important that you become familiar with the conditions and restrictions that are described on the back of the permit form.**

This permit is effective until superseded or revoked.

The Department monitors the installation and maintenance of permitted signs. If we find that the permit application included misrepresentations or that the signing is otherwise in noncompliance with applicable regulations at the time of issuance, it may result in revocation of your permit.

Please contact me using the number/s provided if you have questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Larson", written over a horizontal line.

Don Larson - Regional Sign Coordinator

OUTDOOR SIGN INSTALLATION APPLICATION AND PERMIT

Wisconsin Department of Transportation

DT1680 6/2006 s.84.30 Wis. Stats. **This Permit is Revocable.**

For Locations Adjacent to Interstate and Federal Aid Primary Highways and the National Highway System

Mail Application to Regional Office

| | | | |
|---|---|--|--|
| Applicant - Sign Owner Adams Outdoor Advertising | | Area Code - Telephone Number 608-271-7900 | |
| Address, City, State, ZIP Code 102 E. Badger Rd. Madison, WI 53713 | | | |
| x Jason Saari 4/4/12 (Permit Applicant Signature) (Date) | | E-Mail Address j.saari@adamsoutdoor.com | |
| An agreement/lease with the landowner that allows installation of the described sign and continued access to the sign site must be obtained prior to approval of this application for all categories except on-premise. Nothing herein requires a property owner to have or to retain a sign on their land. | | | |
| Landowner Name - Print Bradley Lorenz | | Area Code - Telephone Number 262-620-0097 | |
| Address, City, State ZIP Code 809 72nd st. Kenosha, WI 53144 | | | |
| By my signature, I acknowledge that I am aware of the Permit Conditions and Restrictions listed herein and I affirm there are no easements or restrictions that would prohibit this sign from being erected. | | | |
| x Bradley Lorenz 5/8/12 (Landowner Signature) (Date) | | | |
| Installer Name Adams Outdoor Advertising | | License Number 109 | |
| Address, City, State ZIP Code 102 E. Badger Rd. Madison, WI 53713 | | | |
| Highway/s STH 50 | County Kenosha | <input type="checkbox"/> Town <input checked="" type="checkbox"/> City <input type="checkbox"/> Village Kenosha | Highway Side <input checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W |
| Land Zoning (Supply proof) M2 | Date of Zoning 2-6-89 | Sign to Face <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W <input type="checkbox"/> NIS <input checked="" type="checkbox"/> E/W | |
| Sign Location (Legal Description) SE 1/4 of the SW 1/4 of Section 4 Township 1 North, Range 22 East West | | | |
| Distance from sign to the pavement centerline of the closest road that intersects with the highway along which the sign will be erected. 2336 EAST County Highway H (Feet) (East, West, North, South) (Identify road measured from) | | | |
| Distance from highway right of way to sign 15 ft. | Sign Illumination <input checked="" type="checkbox"/> Steady Light <input type="checkbox"/> No Light <input type="checkbox"/> Changeable Message | Height Above Ground Level (HAGL) 43 ft. | |

Sign Category and Fee

- On Premises Free Standing - \$175
- On Premises On Building - \$175
- Real Estate along Interstate - \$175
- Off Property - \$175
- Service Club Meeting Notice - No Fee
- Religious Meeting Notice - No Fee
- Agricultural Test Plot - \$175
- Sign on officially designated school bus stop shelter; Affidavit from school officials required - \$175
- Directional as defined by sec. TRANS. 201.05 Wis. Adm. Code
If box is checked, provide signature to the right - \$175
- Official (City, Village, Town, County, or State official to be applicant)
If box is checked, provide signature to the right - No Fee

Sign Design

- | | |
|--|--|
| <input type="checkbox"/> Type 1 (Choose one) | <input type="checkbox"/> Type 2 (Choose one) |
| <input type="checkbox"/> Single Face | <input type="checkbox"/> Side by Side |
| <input checked="" type="checkbox"/> Back-to Back | <input type="checkbox"/> Over Under |
| <input type="checkbox"/> "V" Type | <input type="checkbox"/> On Building |
| | <input type="checkbox"/> Does Not Apply |

(Agent Signature for Directional Attraction or Official)

Paul Anderson
(Approved for Director of Highway Operations)

Completed by Wisconsin Department of Transportation

- Sign is on WisDOT Project No. _____
- Cancel existing permit as condition of issuing this permit? No Yes
If the answer is "Yes", provide permit number and issue date

| | | | | | |
|---|---|---------------------------------|---|---|---|
| R.P. Number 051+0.44 | Inventory Sort Highway 50 | Inventory Direction E | Direction of Travel <input type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W | Highway Side <input checked="" type="checkbox"/> Left <input type="checkbox"/> Right | Sign Area (Plus border & trim) 1344 sq. ft. |
| 660 ft. + from R/W <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Scenic Byway <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Check Number 63803 | Trans. 233 Setback <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Issue Date 2-24-12 | Permit Number 20325 |