

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, December 21, 2015
7:00 PM

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the special meetings held November 23 and November 24, 2015 and the regular meeting held December 7, 2015. **Pgs. 1-10**

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. 16 Operator's (Bartender's) licenses.
 - b. 0 Transfer of Agent Status of Beer and/or Liquor licenses.
 - c. 1 Temporary Class "B" Beer license.
 - d. 1 Taxi Driver License(s). **Pg. 11**

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's) licenses subject to:
- 0 demerit points:
 - a. Alina Diaz
 - 20 demerit points:
 - b. Ashley Guthrie
 - 35 demerit points:
 - c. Tera Hannes
 - 50 demerit points:
 - d. Brittany MacDonald
 - 80 demerit points:
 - e. Joshua Grossmeyer
- (L/P - Ayes 5, Noes 0 on a. through d.; Ayes 3, Noes 2 on e.) **HEARING Pgs. 12-16**

- C.2. Deny application of Stein BP, Inc. (Kevin Stein, Agent), for a “Class A” Liquor License located at 12170 75th Street (BP), based on material police record. (District 16) (L/P - Ayes 5, Noes 0) **HEARING Pgs. 17-23**
- C.3. Approve application of Waterfront Warehouse, LLC (Amy Estrada, Agent), for a Class “B” Beer/“Class B” Liquor License located at 3322 Sheridan Road (Waterfront Warehouse), subject to 0 demerit points. (District 1) (L/P - Ayes 5, Noes 0) **HEARING Pgs. 24-30**
- C.4. Approve application for Successor of Agent status of the Class “A” Beer License located at 12120 75th Street (BP), from Kevin Stein to Daniel Stein, subject to 75 demerit points. (District 16) (L/P - Ayes 3, Noes 2) **HEARING Pgs. 31-32**
- C.5. Approve application for Successor of Agent status of the Class “B” Beer License located at 12120 75th Street (Interstate Dogs), from Kevin Stein to Daniel Stein, subject to 75 demerit points. (District 16) (L/P - Ayes 3, Noes 2) **HEARING Pgs. 33-34**
- C.6. Approve application for Successor of Agent status of the Class “A” Beer/“Class A” Liquor License located at 1901 63rd Street (Pick ‘N Save #6850), from Teresa Naekrsz to Nicole Schroeder, subject to 5 demerit points. (District 3) (L/P - Ayes 5, Noes 0) **HEARING Pgs. 35-36**
- C.7. Approve application of HW2 Kenosha, LLC (Marilyn LaMere, Agent), for a Yearly Cabaret License located at 4327 17th Avenue (Hill’s Hot Rod Hideout), with no adverse recommendations. (District 6) (L/P - Ayes 5, Noes 0) **HEARING Pg. 37-38**
- C.8. Approve new application of Orkaid, LLC, for a Secondhand Article Dealer’s License located at 7521 22nd Avenue (Relics, Etc.), subject to 0 demerit points. (District 13) (L/P - Ayes 5, Noes 0) **HEARING Pgs. 39-41**
- C.9. Approve renewal application of GNT Financial, LLC, for a Secondhand Article and Secondhand Jewelry Dealer’s License located at 7944 Sheridan Road #3 (GNT Jewelry and Loan), with no adverse recommendations. (District 12) (L/P - Ayes 5, Noes 0) **HEARING Pgs. 42-45**
- C.10. Approve renewal applications for Secondhand Article Dealer’s Licenses, with no adverse recommendations:
- a. CD DVD Game, LLC (CD DVD Game Warehouse, 3717 80th Street, District 14)
 - b. Suburban Ore, LLC (Suburban Ore, 627 58th Street, District 2)
 - c. Grandma’s Barn, LLC (Grandma’s Barn, 7627 Sheridan Road, District 12)
- (L/P - Ayes 5, Noes 0) **HEARING Pgs. 46-51**

- C.11. Approve renewal applications for Secondhand Jewelry Dealer's Licenses, with no adverse recommendations:
a. Westown of Kenosha, Inc. (Westown Foods & Liquor, 3203 60th Street, District 3)
b. Gold Diamond & Design, Inc. (Gold Diamond & Design, 10320 75th Street, Ste. B, District 16)
(L/P - Ayes 5, Noes 0) **HEARING Pgs. 52-55**
- C.12. Approve renewal application of GNT Financial, LLC for a Pawn Broker License located at 7944 Sheridan Road #3 (GNT Jewelry and Loan), with no adverse recommendations. (District 12) (L/P - Ayes 5, Noes 0) **HEARING Pgs. 56-57**
- C.13. Approve renewal application of Jadvyga Valiauga (Peace and Harmony for Body Mind and Soul, LLC, 11300 75th Street, Ste. 102), for a Kenosha Massage Therapist License, with no adverse recommendations. (District 16) (L/P - Ayes 5, Noes 0) **HEARING Pgs. 58-59**

Regarding Items C.14. and C.15., the Common Council may go into Closed Session, pursuant to §§19.85(1)(a) and (b), Wisconsin Statutes to deliberate about disciplinary cases which were subjects of quasi-judicial hearings before the Committee. The Common Council will reconvene into open session.

- C.14. Approve Findings of Fact, Conclusion of Law and Recommendation to suspend the Class "B" Beer/"Class B" Liquor License of Kenosha Midnight, Inc. d/b/a Kenosha Midnight for thirty (30) consecutive days, and the assessment of seventy-five (75) demerit points upon reinstatement. (District 2) (L/P - Ayes 5, Noes 0) **HEARING Pgs. 60-63**
- C.15. Approve Findings of Fact, Conclusion of Law and Recommendation to revoke the Class "B" Beer/"Class B" Liquor License of Antonio's Pizza & Pasta, LLC, d/b/a Snapfire Grill & Pub. (District 7) (L/P - Ayes 5, Noes 0) **HEARING Pgs. 64-66**

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1st READING

- E.1. Ordinance By Alderperson Jack Rose - To Repeal And Recreate Subsection 1.06 Y. (of the Code of General Ordinances for the City of Kenosha) Entitled Kenosha Hometown Heroes Commission. (Fin. - recommendation pending) **Pgs. 67-68**

F. ZONING ORDINANCES 1st READING

- F.1. Zoning Ordinance by the Mayor - To Rezone property at 9407 38th Street from A-2 Agricultural Land Holding District to IP Institutional Park District (in conformance with Section 10.02 of the Zoning Ordinance) (Harpe). (District 16) (CP - Ayes 7, Noes 0) **Pgs. 69-78**

G. ORDINANCES 2nd READING

- G.1. Ordinance by Committee on Public Safety and Welfare - To Amend Section 7.12 B (of The Code of General Ordinances) to Include an All-Way Stop at the Intersection of 60th Avenue and 80th Street. (District 14) (PSW - Ayes 4, Noes 0) **PUBLIC HEARING Pgs. 79-80**
- G.2. Ordinance by Committee on Public Safety and Welfare - To Amend Section 7.125 (of The Code of General Ordinances Entitled, "Streets Controlled by Yield Signs" to Include a West Bound Yield Sign on 78th Street Before Entering the Intersection with 70th Avenue. (District 14) (PSW - Ayes 4, Noes 0) **PUBLIC HEARING Pgs. 81-82**
- G.3. Ordinance by Alderperson Curt Wilson; Co-Sponsor Dave Paff - To Repeal and Recreate the Definition of "Responsible Person" in Chapter XVI (of the Code of General Ordinances for the City of Kenosha). (PSW - Ayes 4, Noes 1) **PUBLIC HEARING Pg. 83**
- G.4. Ordinance by the Mayor - Attachment and Zoning District Classification Ordinance (Under Section 66.0307, Wisconsin Statutes, City of Kenosha/Town of Somers State Approved Cooperative Plan), Parcel #80-4-222-294-0110 at 9407 38th Street (Harpe). (District 16) **PUBLIC HEARING Pgs. 84-88**

H. ZONING ORDINANCES 2nd READING

- H.1. Zoning Ordinance by the Mayor - To Repeal and Recreate Subparagraph 4.06 B. 22. A. (of the Zoning Ordinance) Regarding Large Scale Commercial Development in the B-2, B-3 and B-4 Districts To Enable Additional Such Developments With Limitations. (CP - Ayes 5, Noes 4) **PUBLIC HEARING Pgs. 89-91**

I. RESOLUTIONS

- I.1. Resolution by the Mayor - Resolution to Approve a Two-Lot Certified Survey Map for property at 9407 38th Street (Harpe). (District 16) (CP - Ayes 7, Noes 0; PW - recommendation pending) **Pgs. 92-100**
- I.2. Resolution by the Mayor - Resolution to Approve a Four-Lot Certified Survey Map for property at 12742 71st Street (North Shore Bank/Springs at Kenosha). (District 16) (CP - Ayes 7, Noes 0; PW Recommendation pending) **Pgs. 101-117**

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

- J.1. Appointment of Election Officials (pursuant to Wis. Stats. 7.30(4)), to serve a 2-year term (2016-2017) (per list on file in the Office of the City Clerk). **Pgs. 118-124**

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

- K.1. Award of Project 15-1528 Building Automation Systems (BAS) and Reheat Valve Replacements (Kenosha Public Museum) to Martin Petersen Company (Kenosha, Wisconsin) in the amount of \$85,945. (District 2) (Museum Board of Trustees - Ayes 8, Noes 0; PW - recommendation pending) **Pgs. 125-126**

L. OTHER CONTRACTS AND AGREEMENTS

- L.1. Subscriber Agreements with West Publishing for the Legal Department:
a. for a three year term to be effective January 1, 2016 through December 31, 2018, for WESTLAW on-line legal research tools.
b. for a three year term to be effective January 1, 2016 through December 31, 2018, for books. (Item L.1.b. is contingent on the approval of L.1.a.) (Fin. – recommendation pending) **Pgs. 127-135**
- L.2. Development Agreement between the City of Kenosha and the Kenosha Water Utility and Continental 315 Fund LLC (Springs at Kenosha). (District 16) (CP - Ayes 7, Noes 0; Board of Water Comm., PW and SWU - recommendations pending) **Pgs. 136-192**
- L.3. Stormwater Drainage Facilities Maintenance Agreement between the City of Kenosha, Wisconsin and Continental 315 Fund LLC (Springs at Kenosha). (District 16) (SWU - recommendation pending) **Pgs. 193-207**
- L.4. Permanent Storm Sewer and Detention Pond Easement and Agreement between Continental 315 Fund LLC and the City of Kenosha, Wisconsin (Springs at Kenosha). (District 16) (SWU - recommendation pending) **Pgs 208-215**
- L.5. Temporary Turnaround Easement and Agreement between Continental 315 Fund LLC and the City of Kenosha (Springs at Kenosha). (District 16) (PW - recommendation pending) **Pgs. 216-225**
- L.6. Quit Claim Deed from Anchor Bank fsb to the City of Kenosha regarding 0.1748 acres for 71st Street Right-of-Way West of 125th Avenue. (District 16) (CP - Ayes 7, Noes 0; PW - recommendation pending) **Pgs. 226-228**

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- M.1. Disbursement Record #22 - \$13,759,979.25. (Fin. - recommendation pending) **Pgs. 229-260**

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- N.1. Acceptance of pavement and drainage improvements at Hampton Inn (7300 125th Avenue). (District 16) (PW - recommendation pending) **Pgs. 261-262**

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

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

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

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

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
November 23, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

**KENOSHA MUNICIPAL BUILDING
COUNCIL CHAMBERS ROOM 200
Monday, November 23, 2015**

At a special meeting of the Common Council held this evening, His Honor, Mayor Keith G. Bosman presided. The meeting was called to order at 5:02 pm.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Jenkins, Michalski, Ruffolo, LaMacchia, Paff, Wicklund, Rosenberg, Gordon, Bostrom, Wilson, Prozanski, Rose, Johnson and Bogdala. Alderperson Kennedy arrived prior to the public hearing on the 2016 City of Kenosha budget. Alderperson Juliana was excused.

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

1. Public Hearing on the 2016 - 2020 Capital Improvement Program. Jane Mackey, 3506 7th Avenue spoke. The public hearing was closed.
2. Public Hearing on the 2016 City of Kenosha Budget. No one spoke. The public hearing was closed.

There being no further business to come before the Kenosha Common Council, at 5:08 pm it was moved by Alderperson Prozanski, seconded by Alderperson Gordon, to go into the Committee of the Whole. On a voice vote, motion carried.

**COMMITTEE OF THE WHOLE
KENOSHA, WISCONSIN
Monday, November 23, 2015**

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Jenkins, Michalski, Ruffolo, LaMacchia, Paff, Wicklund, Rosenberg, Kennedy, Gordon, Bostrom, Wilson, Prozanski, Rose, Johnson and Bogdala. Alderperson Juliana arrived during discussion of the 2016 – 2020 Capital Improvement Plan.

1. 2016 – 2020 Capital Improvement Plan. It was moved by Alderperson Prozanski, seconded by Alderperson Wilson to recommend to the Common Council that the 2016-2020 Capital Improvement Plan be approved as recommended by the Finance Committee.

1.1 It was moved by Alderperson Bogdala, seconded by Alderperson Bostrom to add IN-13-003 Whitecaps Subdivision Resurfacing in the amount of \$480,000 split between 2016 and 2017. After discussion the maker changed the motion to split between 2017 and 2018. The seconder agreed. On roll call vote, motion carried (15-1) with Alderperson Johnson voting nay.

1.2 It was moved by Alderperson Bogdala, seconded by Alderperson Paff to amend PK-93-004 Reforestation to move \$75,000 from 2020 to 2016, and \$25,000 from 2016 to 2020. On roll call vote, motion carried (15-1) with Alderperson Johnson voting nay.

1.3 It was moved by Alderperson Kennedy, seconded by Alderperson Johnson to reduce IN-16-005 Kennedy Drive Resurfacing from \$365,000 to -0-. On roll call vote, motion failed (4-13) with Alderpersons Kennedy, Johnson, Juliana and Wicklund voting aye.

1.4 It was moved by Alderperson Rose, seconded by Alderperson Paff to amend line item IN-16-005 Kennedy Drive Resurfacing in the amount of \$5,000 to allow SAA group to offer professional recommendations to the Parks Commission, regarding the proposed and safe traffic flow of Kennedy Drive. Including, but not limited to:

Recommendations for improved and safe traffic flow and safe integration with pedestrian traffic.

Possibilities of adding biking and other pedestrian traffic lanes to the improved surface.

Recommendations for expeditious pursuit of additional funding mechanisms i.e. grants, etc.

SAA work to be completed NLT by March 1, 2016. On roll call vote, motion carried (15-2) with Alderpersons Kennedy and Johnson voting nay.

On roll call vote, motion to recommend to the Common Council that the 2016-2010 Capital Improvement Plan as amended by the Finance Committee and Committee of the Whole be approved carried (4-3) with Alderpersons Kennedy, Johnson and Juliana voting nay.

2. 2016 City of Kenosha Budgets, Making Appropriations, and Levying 2015 Property Taxes. It was moved by Alderperson Prozanski, seconded by Alderperson Wilson to recommend to the Common Council that the 2016 City of Kenosha Budgets, Making Appropriations, and Levying 2015 Property Taxes be approved as recommended by the Finance Committee.

2.1 It was moved by Alderperson Bogdala, seconded by Alderperson Bostrom to move \$200,000 from line 662 on page 8-22, Civic Center, to offset the \$117,249 cost of the additional three Firefighter positions (with a September 1 start date for \$113,649 to the 2016 EMS budget and \$3,600 to the 2016 Human Resources budget for a total of \$117,249). After discussion, the maker and seconder pulled this motion.

2.2 It was moved by Alderperson Bogdala, seconded by Alderperson Bostrom to reduce Central Stores line 393 \$1,250,000 (page 8-11) by \$117,249 to offset the cost of the three additional Firefighter positions. On roll call vote, motion failed (8-9) with Alderpersons Haugaard, Gordon, Bostrom, Wilson Prozanski, Bogdala, Jenkins and Ruffolo voting aye.

On roll call vote, motion to recommend to the Common Council that the 2016 City of Kenosha Budgets, Making Appropriations, and Levying 2015 Property Taxes as amended by the Finance Committee be approved carried (11-6) with Alderpersons Kennedy, Bostrom, Johnson, Bogdala, Ruffolo and Juliana voting nay.

3. 2016 Public Library Tax Levy. It was moved by Alderperson Prozanski, seconded by Alderperson Rose to recommend to the Common Council that the 2016 Public Library Tax Levy be approved as recommended by the Finance Committee. On roll call vote, motion carried (16-1) with Alderperson Bogdala voting nay.

4. 2016 Public Museum Budget. It was moved by Alderperson Prozanski, seconded by Alderperson Wilson to recommend to the Common Council that the 2016 Public Museum Budget be approved as recommended by the Finance Committee. On roll call vote motion carried unanimously.

5. Resolution By the Mayor – Resolution to Approve the 2016 Budget and Operating Plan of the Kenosha

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
November 23, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

Lakeshore Business Improvement District (BID) and to Levy Special Assessments. It was moved by Alderperson Prozanski, seconded by Alderperson Wilson to recommend to the Common Council that the resolution be approved. On roll call vote, Motion carried (15-2) with Alderpersons Bostrom and Bogdala voting nay.

6. Resolution By the Mayor – Resolution to Approve the Table of Organization of the City of Kenosha, to Reclassify Positions, to Modify the Compensation Plans for Non-Represented Managerial, Supervisory, and Professional Employees; Limited Term, Seasonal, Temporary, and Part Time Employees; and to Modify Employee Benefits for Non-Represented Employees for 2016. It was moved by Alderperson Prozanski, seconded by Alderperson Rose to recommend to the Common Council that the resolution be approved. On roll call vote, motion carried (16-1) with Alderperson Bogdala voting nay.

7. Resolution By the Stormwater Utility Committee – Resolution To Establish Stormwater Utility Rates within the City of Kenosha, Wisconsin. It was moved by Alderperson Prozanski, seconded by Alderperson Juliana to recommend to the Common Council that the resolution be approved. On roll call vote, motion carried (14-3) with Alderpersons Bostrom, Bogdala and Ruffolo voting nay.

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

ADJOURNMENT

There being no further business to come before the Common Council and Committee of the Whole, at 7:38 pm it was moved by Alderperson LaMacchia, seconded by Alderperson Rosenberg, to adjourn. On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

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

November 23, 2015

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
November 24, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

**KENOSHA MUNICIPAL BUILDING
COUNCIL CHAMBERS ROOM 200**

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

The meeting was called to order at 5:01 pm.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Jenkins, Michalski, Ruffolo, LaMacchia, Juliana, Wicklund, Rosenberg, Kennedy, Gordon, Bostrom, Wilson, Prozanski, Rose, Johnson and Bogdala. Alderperson Paff arrived during discussion of Item #2.

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

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

It was moved by Alderperson Michalski, seconded by Alderperson Juliana to take item #6 first. On a voice vote, motion carried. See Item #6 for action taken.

1. Resolution 136-15 - By Committee on Finance – Resolution To Approve the 2016 – 2020 Capital Improvement Plan. It was moved by Alderperson Prozanski, seconded by Alderperson Wilson to approve as recommended by the Committee of the Whole. On roll call vote, motion carried (15-1) with Alderperson Johnson voting nay.

Adopted: November 24, 2015.

2. Resolution 137-15 - By Committee on Finance – Resolution Adopting 2016 City of Kenosha Budgets, Making Appropriations and Levying 2015 Property Taxes. It was moved by Alderperson Prozanski, seconded by Alderperson Wilson to approve as recommended by the Committee of the Whole.

2.1 It was moved by Alderperson Bogdala, seconded by Alderperson LaMacchia to reduce Central Stores line 393 \$1,250,000 (page 8-11) by \$117,249 to offset the cost of the three additional Firefighter positions. On roll call vote, motion failed (4-13) with Alderpersons Bostrom, Bogdala, Jenkins and Ruffolo voting aye.

On roll call vote, motion to approve as recommended by Committee of the Whole carried (12-5) with Alderpersons Bostrom, Johnson, Bogdala, Ruffolo and Juliana voting nay.

Adopted: November 24, 2015.

3. Resolution 138-15 - By the Mayor – Resolution To Approve the 2016 Budget and Operating Plan of the Kenosha Lakeshore Business Improvement District (BID) and to Levy Special Assessments. It was moved by Alderperson Prozanski, seconded by Alderperson Wilson to approve as recommended by the Committee of the Whole. On roll call vote, motion carried (15-2) with Alderpersons Bostrom and Bogdala voting nay.

Adopted: November 24, 2015.

4. Resolution 139-15 - By the Mayor – Resolution To Approve the Table of Organization of the City of Kenosha, to Reclassify Positions, to Modify the Compensation Plans for Non-Represented, Managerial, Supervisory, and Professional Employees; Limited Term, Seasonal, Temporary, and Part Time Employees; and to Modify Employee Benefits for Non-Represented Employees for 2016. It was moved by Alderperson Prozanski, seconded by Alderperson Wilson to approve as recommended by the Committee of the Whole. On roll call vote, motion carried (16-1) with Alderperson Bogdala voting nay.

Adopted: November 24, 2015.

5. Resolution 140-15 - By the Stormwater Utility Committee – Resolution To Establish Stormwater Utility Rates within the City of Kenosha, Wisconsin. It was moved by Alderperson Prozanski, seconded by Alderperson Wilson to approve Resolution as recommended by the Committee of the Whole. On roll call vote, motion carried (14-3) with Alderpersons Bostrom, Bogdala and Ruffolo voting nay.

Adopted: November 24, 2015.

6. Application of Linnea Bakery, LLC, for a Peddler Stand located at 56th Street and 5th Avenue (Lot #20), on December 4th and 5th, 2015, with no adverse recommendations. A hearing was held. The applicants appeared and spoke. It was moved by Alderperson Bostrom, seconded by Alderperson LaMacchia to approve. On a voice vote, motion carried.

ADJOURNMENT

There being no further business to come before the Common Council, at 5:22 pm it was moved by Alderperson Michalski, seconded by Alderperson Rosenberg, to adjourn. On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

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

November 24, 2015

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
December 7, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

**Kenosha Municipal Building
Council Chambers Room 200**

At a meeting of the Common Council held this evening, His Honor, Mayor Keith G. Bosman presided. The meeting was called to order at 7:06 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Jenkins, Michalski, Ruffolo, LaMacchia, Paff, Juliana, Wicklund, Rosenberg, Kennedy, Gordon, Bostrom, Wilson, Rose, Johnson and Bogdala. Alderperson Prozanski was previously excused. Alderperson Haugaard was seated as Council President.

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.

It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to approve the minutes of the meeting held November 16, 2015. Motion carried unanimously.

Five citizens spoke during Citizens' Comments: Yolanda Adams, Virginia Hoekstra, Greg Kishline, Diana Kanecki, Louis Rugani.

A. REFERRALS

TO THE PUBLIC WORKS COMMITTEE

A.1 Ordinance By Alderperson Jack Rose - To Repeal And Recreate Subsection 1.06 Y. of the Code Of General Ordinances For The City Of Kenosha Entitled Kenosha Hometown Heroes Commission.

A.2. Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, To Designate 56th Street between 24th and 30th Avenues as a future street and To Designate 28th Avenue between 52nd and 60th Streets as a future street, pursuant to Section 62.23 (6)(c) Wisconsin Statutes.

A.3. Resolution by the Mayor - To Approve a Two-Lot Certified Survey Map for property at 9407 38th Street.

A.4. Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, To include the Attachment of property 9407 38th Street in the Town of Somers, Kenosha County, Wisconsin, in accordance with the approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes.

A.5. Development Agreement between the City of Kenosha and the Kenosha Water Utility and Continental 315 Fund LLC.

A.6. Resolution by the Mayor - To Approve a Four-Lot Certified Survey Map for property at 12742 71st Street.

A.7. Quit Claim Deed from Anchor Bank fsb to the City of Kenosha regarding 0.1748 acres for 71st Street Right-of-Way West of 125th Avenue.

A.8. Temporary Turnaround Easement and Agreement between Continental 315 Fund LLC and the City of Kenosha (Springs at Kenosha).

TO THE CITY PLAN COMMISSION

A.9. Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02 uu. of the Zoning Ordinance to Adopt the Former Chrysler Engine Plan Site Redevelopment-A ULI Advisory Services Panel Report dated April 19-24, 2015.

A.10. Zoning Ordinance by the Mayor - To Rezone property located at 11597 38th Street from A-2 Agricultural Land Holding District to M-2 Heavy Manufacturing District in Conformance with Section 10.02 of the Zoning Ordinance.

A.11. Zoning Ordinance by the Mayor - To Rezone property at 9407 38th Street from A-2 Agricultural Land Holding District to IP Institutional Park District in conformance with Section 10.02 of the Zoning Ordinance.

TO THE STORMWATER COMMITTEE

A.12. Stormwater Drainage Facilities Maintenance Agreement between the City of Kenosha, Wisconsin and Continental 315 Fund LLC (Springs at Kenosha).

A.13. Permanent Storm Sewer and Detention Pond Easement and Agreement between Continental 315 Fund LLC and the City of Kenosha, Wisconsin (Springs at Kenosha).

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

B.1. It was moved by Alderperson Wilson, seconded by Alderperson Rose, to approve:

- a. 21 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.
- b. There were no applications for a transfer of agent status of Beer and/or Liquor licenses, per list on file in the office of the City Clerk.
- c. 1 applications for a Temporary Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.
- d. There were no applications for a Taxi Driver's license per list on file in the office of the City Clerk.

On a voice vote, motion carried.

B.2. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to go into closed session at 7:35pm. On voice vote, motion carried. The meeting reconvened at 8:00pm.

On roll call vote, motion to concur with the recommendation of Finance Committee carried (15-0-1) with Alderperson Juliana abstaining from the vote due to a conflict of interest.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
December 7, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- 10 demerit points:
 - a. Mariah Tomlinson-Hehn
- 30 demerit points:
 - b. Robert McDermott, III
- 40 demerit points:
 - c. Jocelyn A. Hall
- 50 demerit points:
 - d. Haley Thielen
- 80 demerit points:
 - e. Natassia Schwandt
- 90 demerit points:
 - f. Scott Lynn

C.1. It was then moved by Alderperson Bogdala, seconded by Alderperson Wicklund to separate item C.1.f. On voice vote, motion carried.

A hearing was held. The applicants did not appear. On voice vote, motion carried on items a thru e. On voice vote, motion carried on item f.

C.2. It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia, to deny application of Michael Galligan for a new Operator's (Bartender's) license based on material police record. A hearing was held. Michael Galligan spoke. On voice vote, motion to deny carried.

C.3. It was moved by Alderperson Wilson, seconded by Alderperson Rose to approve application of Russell Bruch for a Taxi Driver's License subject to 10 demerit points. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.4. It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia to approve application of Kenosha Yacht Club (Ronald Otto, Agent) for a Class "B" Beer/ "Class B" Liquor License located at 5130 4th Avenue (Kenosha Yacht Club), with no adverse recommendations. A hearing was held. Mark Kohn spoke. On voice vote, motion carried.

C.5. It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia to approve renewal applications for Secondhand Article and Secondhand Jewelry Dealer's Licenses with no adverse recommendations:

- a. Christopher Ruland (Roosevelt Road Antiques & Consignments, 3720 Roosevelt Road, District 8)
- b. Goldtronics, LLC (Jewelry & Electronics Exchange, 6212 22nd Avenue, District 3)

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

C.6. It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia to approve renewal applications for Secondhand Article Dealer's Licenses with no adverse recommendations:

- a. Old Toys Live On, LLC (Old Toys Live On, 7519 22nd Avenue, District 13)
- b. New Leaf Resale, LLC (New Leaf Resale, 7532 Pershing Boulevard, District 14)
- c. Jerome F. Binsfeld (JB Coins, 6040 39th Avenue, Ste. 7, District 15)
- d. Colosseum Games, LLC (Colosseum Games, 5719 75th Street, District 14)
- e. Keynote, Inc. (Music Go Round, 5708 75th Street, District 14)
- f. Maggie Mae's, LLC (Maggie Mae's, 1016 60th Street, District 2)

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

C.7. It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia to approve renewal application of Nowshad P. Irani (Superior Gold Express, 2400 52nd Street), for a Secondhand Jewelry Dealer's License, with no adverse recommendations.

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

C.8. It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia to approve renewal application of Cunjun Wang (Oriental Shiatsu Massage, 3717 52nd Street), for a Kenosha Massage Therapist License, with no adverse recommendations. On a voice vote, motion carried.

C.9. It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia to approve renewal applications for Kennel & Pet Shop Licenses with no adverse recommendations:

- a. Jo's Exotic Birds, Ltd. (Jo's Exotic Birds, 7534 Sheridan Road, District 12)
- b. Happy Tails Doggy Day Care, LLC (Central Bark Doggy Day Care, 7600 75th Street, Ste. 202, District 16)
- c. Kindred Kitties, Ltd. (Kindred Kitties, 614 59th Street, District 2)
- d. James F. Lemke & Linda D. Lemke (Jim's Aquarium & Pets, 6205 75th Street, District 14)
- e. Puppy Tub & Motel, Inc. (Puppy Tub & Motel, 2419 52nd Street, District 7)
- f. Wagin' Tail Resort (Wagin' Tail Resort, 5403 52nd Street, District 11)
- g. Kenosha County Humane Society (Safe Harbor Humane Society, 7811 60th Avenue, District 14)
- h. Puparotzi Palace, LLC (Puparotzi Palace, 7609 Sheridan Road, District 12)
- i. Petco Animal Supplies Stores, Inc. (Petco #618, 6910 Green Bay Road, District 16)

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

C.10. It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia to approve Findings of Fact, Conclusion of Law and Recommendation to suspend the Operator's (Bartender's) License of Jessica A. Cheney for thirty (30) consecutive days, and the assessment of seventy-five (75) demerit

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
December 7, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

points upon reinstatement. A hearing was held. No one spoke. On a voice vote, motion carried.

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1ST READING

It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to send the following ordinances on their way:

E.1. Ordinance by Committee on Public Safety and Welfare - To Amend Section 7.12 B (of The Code of General Ordinances) to Include an All-Way Stop at the Intersection of 60th Avenue and 80th Street.

E.2. Ordinance by Committee on Public Safety and Welfare - To Amend Section 7.125 (of The Code of General Ordinances Entitled, "Streets Controlled by Yield Signs" to Include a West Bound Yield Sign on 78th Street Before Entering the Intersection with 70th Avenue.

E.3. Ordinance by Alderperson Curt Wilson; Co-Sponsor Dave Paff - To Repeal and Recreate the Definition of "Responsible Person" in Chapter XVI (of the Code of General Ordinances for the City of Kenosha).

E.4. Zoning Ordinance by the Mayor - Attachment and Zoning District Classification Ordinance (Under Section 66.0307, Wisconsin Statutes, City of Kenosha/Town of Somers State Approved Cooperative Plan), Parcel #80-4-222-294-0110 at 9407 38th Street (Harpe).

On a voice vote, motion carried with Alderperson Bostrom abstaining from item E.4. due to a professional relationship.

F. ZONING ORDINANCES 1ST READING

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

F.1. Zoning Ordinance by the Mayor - To Repeal and Recreate Subparagraph 4.06 B. 22. A. (of the Zoning Ordinance) Regarding Large Scale Commercial Development in the B-2, B-3 and B-4 Districts To Enable Additional Such Developments With Limitations.

On a voice vote, motion carried.

G. ORDINANCES 2ND READING

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

G.1. It was moved by Alderperson Bogdala, seconded by Alderperson LaMacchia, to adopt Ordinance 42-15 as amended by the Finance Committee. A public hearing was held. Virginia Hoekstra spoke.

On roll call vote, motion carried unanimously and said ordinance was thereupon adopted:

Ordinance 42-15

By Alderperson David F. Bogdala; Co-Sponsor: Alderperson Daniel L. Prozanski Jr. - To Amend Subsections 1.05 A and B (of the Code of General Ordinances for the City of Kenosha) to Require the Chief of Police and Fire Chief to Submit a Strategic Plan to the Common Council.

Approved: Keith G. Bosman, Mayor

Attest: Debra L. Salas, City Clerk-Treasurer

Passed: December 7, 2015

Published: December 11, 2015

G.2. It was moved by Alderperson Kennedy, seconded by Alderperson Rose to adopt Ordinance 43-15. A public hearing was held. No one spoke for or against said ordinance.

On roll call vote, motion carried unanimously and said ordinance was thereupon adopted:

Ordinance 43-15

By the Mayor - To Repeal and Recreate Section 1.27 (of The Code of General Ordinances for The City of Kenosha) Regarding Appointment of Election Officials.

Approved: Keith G. Bosman, Mayor

Attest: Debra L. Salas, City Clerk-Treasurer

Passed: December 7, 2015

Published: December 11, 2015

G.3. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to adopt Ordinance 44-15. A public hearing was held. No one spoke for or against said ordinance.

On roll call vote, motion carried unanimously and said ordinance was thereupon adopted:

Ordinance 44-15

By the Mayor - Attachment and Zoning District Classification Ordinance (Under Section 66.0307, Wisconsin Statutes, City of Kenosha/Town of Somers State Approved Cooperative Plan) for property at 4128 24th Street (Conforti).

Approved: Keith G. Bosman, Mayor

Attest: Debra L. Salas, City Clerk-Treasurer

Passed: December 7, 2015

Published: December 11, 2015

G.4. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to adopt Ordinance 45-15. A public hearing was held. No one spoke for or against said ordinance.

On roll call vote, motion carried unanimously and said ordinance was thereupon adopted:

Ordinance 45-15

By the Mayor - Attachment and Zoning District Classification Ordinance (Under Section 66.0307,

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
December 7, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

Wisconsin Statutes, City of Kenosha/Town of Somers State Approved Cooperative Plan) for property South of 16th Place to 18th Street (CTH G - 30th Avenue ROW).

**Approved: Keith G. Bosman, Mayor
Attest: Debra L. Salas, City Clerk-Treasurer
Passed: December 7, 2015
Published: December 11, 2015**

G.5. It was moved by Alderperson Kennedy, seconded by Alderperson Rose to adopt Ordinance 46-15. A public hearing was held. No one spoke for or against said ordinance.

On roll call vote, motion carried unanimously and said ordinance was thereupon adopted:

Ordinance 46-15

By the Mayor - Attachment and Zoning District Classification Ordinance (Under Section 66.0307, Wisconsin Statutes, City of Kenosha/Town of Somers State Approved Cooperative Plan) for property West of 60th Avenue to the Union Pacific Railroad (CTH K - 60th Street ROW).

**Approved: Keith G. Bosman, Mayor
Attest: Debra L. Salas, City Clerk-Treasurer
Passed: December 7, 2015
Published: December 11, 2015**

At this time Alderperson Johnson stepped away from the meeting.

G.6. It was moved by Alderperson Ruffolo, seconded by Alderperson Kennedy to adopt Ordinance 47-15. A public hearing was held. No one spoke for or against said ordinance. On roll call vote, motion carried unanimously with Alderperson Johnson not present for the vote and said ordinance was thereupon adopted:

Ordinance 47-15

By The Mayor - To Repeal and Recreate Subparagraph 1.01 D. 1. P. (of The Code of General Ordinances) Regarding the Fifth Aldermanic District for the Purpose of Adding Ward 92.

**Approved: Keith G. Bosman, Mayor
Attest: Debra L. Salas, City Clerk-Treasurer
Passed: December 7, 2015
Published: December 11, 2015**

H. ZONING ORDINANCES 2ND READING

H.1. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia, to adopt Zoning Ordinance 48-15. A public hearing was held. No one spoke for or against said ordinance. On roll call vote, motion carried unanimously with Alderperson Johnson not present for the vote and said ordinance was thereupon adopted:

Zoning Ordinance 48-15

By the City Plan Commission - To Create Subsection 18.02 ss. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City of Kenosha: 2035

**Approved: Keith G. Bosman, Mayor
Attest: Debra L. Salas, City Clerk-Treasurer
Passed: December 7, 2015
Published: December 11, 2015**

H.2. It was moved by Alderperson Michalski, seconded by Alderperson Paff to adopt Zoning Ordinance 49-15. A public hearing was held. No one spoke for or against said ordinance. On roll call vote, motion carried unanimously with Alderperson Johnson not present for the vote and said ordinance was thereupon adopted:

Zoning Ordinance 49-15

By the Mayor - To Rezone property at 1326 35th Street from M-2 Heavy Manufacturing District to B-2 Community Business District (in conformance with Section 10.02 of the Zoning Ordinance) (Pav Properties, LLC).

**Approved: Keith G. Bosman, Mayor
Attest: Debra L. Salas, City Clerk-Treasurer
Passed: December 7, 2015
Published: December 11, 2015**

H.3. It was moved by Alderperson LaMacchia, seconded by Alderperson Juliana to adopt Zoning Ordinance 50-15. A public hearing was held. No one spoke for or against said ordinance. On roll call vote, motion carried unanimously with Alderperson Johnson not present for the vote, Alderperson Bostrom abstaining from the vote due to a professional relationship and said ordinance was thereupon adopted:

Zoning Ordinance 50-15

By the City Plan Commission - To Create Subsection 18.02 rr. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City of Kenosha: 2035 (Demos Brothers, LLC).

**Approved: Keith G. Bosman, Mayor
Attest: Debra L. Salas, City Clerk-Treasurer
Passed: December 7, 2015
Published: December 11, 2015**

At this time Alderperson Johnson returned to the meeting.

H.4. It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia to adopt Zoning

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
December 7, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

Ordinance 51-15. A public hearing was held. Lynn Biese, Michael Christiansen, and Clint Simmons spoke. On roll call vote, motion carried unanimously with Alderperson Bostrom abstaining from the vote due to a professional relationship and said ordinance was thereupon adopted:

Zoning Ordinance 51-15

By the Mayor - To Rezone property at 4314 39th Avenue from M-1 Light Manufacturing District to IP Institutional Park District (in conformance with Section 10.02 of the Zoning Ordinance) (Demos Brothers, LLC).

**Approved: Keith G. Bosman, Mayor
Attest: Debra L. Salas, City Clerk-Treasurer
Passed: December 7, 2015
Published: December 11, 2015**

I. RESOLUTIONS

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

I.1.-I.2. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to approve Resolutions 141-15 through 142-15.

On roll call vote, motion carried unanimously and said resolutions were thereupon approved:

Resolution 141-15

By the Finance Committee - Resolution to Amend the City of Kenosha Capital Improvement Program for 2015 By Increasing OT10-003 "Site Remediation" in the Amount of \$423,541 With Outside Funding from a DNR Ready for Reuse Program and Old Carco Liquidation Trust Funds for the Kenosha Engine Plant for a Net Change of \$0.

Adopted: December 7, 2015

Resolution 142-15

By the Mayor - Resolution Authorizing the Borrowing of \$757,000.00; Providing for the Issuance and Sale of a Note Anticipation Note Therefor; and Execution of a Ready for Reuse Program Loan Agreement.

Adopted: December 7, 2015

I.3. It was moved by Alderperson Kennedy, seconded by Alderperson Rose, to approve Resolution 143-15. A public hearing was held. No one spoke for or against said resolution. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 143-15

By the Finance Committee - Resolution to Approve the 2016 Consolidated Plan - Annual Plan for the Community Development Block Grant/HOME Program.

Adopted: December 7, 2015

I.4.-I.7. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve Resolutions 144-15 through 147-15. On roll call vote, motion carried unanimously and said resolutions were thereupon approved:

Resolution 144-15

By Committee on Public Safety and Welfare - Resolution to Designate as "No Parking" the East Side of 41st Avenue from 75th Street North Approximately 145 Feet.

Adopted: December 7, 2015

Resolution 145-15

By Committee on Public Safety and Welfare - Resolution to Designate as "No Parking" the West Side of 27th Avenue from Roosevelt Road to 67th Street.

Adopted: December 7, 2015

Resolution 146-15

By Alderperson David F. Bogdala, Co-Sponsor: Alderperson Steve G. Bostrom - Resolution to Urge the Passage of Wisconsin Assembly Bill 432 Relating to Revocation of Operating Privilege for Certain Offenses Related to Operating While Intoxicated.

Adopted: December 7, 2015

Resolution 147-15

By the Mayor - Resolution to Approve a New Labor Agreement for 2015 - 2017 Between the City of Kenosha and ATU, Local #998.

Adopted: December 7, 2015

At this time Alderperson Kennedy stepped away from the meeting.

I.8. It was moved by Alderperson LaMacchia, seconded by Alderperson Juliana, to approve Resolution 148-15. A public hearing was held. No one spoke for or against said resolution. On roll call vote, motion carried unanimously with Alderperson Kennedy not present for the vote and said resolution was thereupon approved:

Resolution 148-15

By the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of Parcel #80-4-222-234-0150 at 4128 24th Street in the Town of Somers, (Kenosha County, Wisconsin, in accordance with the approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes) and Create Ward 92 (Conforti).

Adopted: December 7, 2015

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
December 7, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

I.9. It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia to approve Resolution 149-15. A public hearing was held. No one spoke for or against said resolution. On roll call vote, motion carried unanimously with Alderperson Kennedy not present for the vote and said resolution was thereupon approved:

Resolution 149-15

By the Mayor – To Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of CTH G-30th Avenue Right-of-Way located South of 16th Place to 18th Street in the Town of Somers, (Kenosha County, Wisconsin, in accordance with the approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes).
Adopted: December 7, 2015

I.10. It was moved by Alderperson LaMacchia, seconded by Alderperson Juliana to approve Resolution 150-15. A public hearing was held. No one spoke for or against said resolution. On roll call vote, motion carried unanimously with Alderperson Kennedy not present for the vote and said resolution was thereupon approved:

Resolution 150-15

By the Mayor – To Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of CTH K-60th Street Right-of-Way located West of 60th Avenue to the Union Pacific Railroad in the Town of Somers, (Kenosha County, Wisconsin, in accordance with the approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes) (CTH K-60th Street ROW).
Adopted: December 7, 2015

Adopted: December 7, 2015

At this time Alderperson Kennedy returned to the meeting.

I.11. It was moved by Alderperson Gordon, seconded by Alderperson LaMacchia to approve resolution 151-15. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 151-15

By the Finance Committee - Resolution to Amend the City of Kenosha Capital Improvement Program for 2015 By Creating Line PK15-003 "Simmons Stadium" in the Amount of \$65,000 With Outside Funding from the Simmons Stadium Cell Tower Revenue of \$65,000 for a Net Change of \$0.
Adopted: December 7, 2015

Adopted: December 7, 2015

I.12. It was moved by Alderperson Gordon, seconded by Alderperson LaMacchia to approve resolution 152-15.

I.12.1. It was then moved by Alderperson Johnson, seconded by Alderperson Juliana to amended the title and also the second to last paragraph and replace the word 'Mayor' with 'Museum Board'. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 152-15

By Alderperson Bob Johnson - Resolution Urging the Museum Board to Evaluate the Feasibility of Creating a Temporary Exhibit Presented Every Five Years and Facilitated By and Between the Kenosha Public Museum and the Kenosha History Center for the Purpose of Paying Homage to Our City's Rich Automotive History.
Adopted: December 7, 2015

Adopted: December 7, 2015

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

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

J.1. Appointment of Veronica Flores (5800-80th Place, Kenosha) to the Redevelopment Authority for a term to expire November 15, 2020.

On roll call vote, motion carried unanimously.

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

L. OTHER CONTRACTS AND AGREEMENTS

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

L.1. Ready For Reuse Program Loan Agreement Between the City of Kenosha and the State of Wisconsin Department of Natural Resources Regarding the Former Chrysler Kenosha Plant.

L.2. Ready For Reuse Program Grant Agreement Between the City of Kenosha and the State of Wisconsin Department of Natural Resources Regarding the Former Chrysler Kenosha Plant.

L.3. Addendum to Professional Services Agreement with Mandlik and Rhodes Information Systems, Inc., for Redemption Processing of Yardwaste Coupons.

On roll call vote, motion carried unanimously.

L.4. It was moved by Alderperson LaMacchia, seconded by Alderperson Juliana to approve First Amendment to the Development Agreement between the City of Kenosha and Keno Wells, LLC and 5th Avenue Lofts, LLC. On roll call vote, motion carried (15-1) with Alderperson Bogdala voting nay.

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

L.5. Request from Walkin in My Shoes, Inc. for an extension to the 2015 CDBG Subgrantee Agreement - Survival Backpack Street Outreach.

L.6. Request from Wisconsin Women's Business Initiative Corporation, Inc. for an extension to the 2015 CDBG Subgrantee Agreement - Microenterprise Assistance.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
December 7, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

L.7. Request from Women and Children's Horizons, Inc. for an extension to the 2015 CDBG Subgrantee Agreement - Legal Advocacy Program.

L.8. Third Amendment To 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) and Northwoods League, Inc., (A Florida Corporation).

L.9. Contract to Raze Commercial Building(s) and Restore Lot(s) at 6415 28th Avenue, Tax Key No. 01-122-01-161-019 Commonly Referred to as the Bastrup Property, by and between The City of Kenosha, Wisconsin, (a Wisconsin Municipal Corporation), and Macemon & Sons, Inc., (a Wisconsin Corporation).
On roll call vote, motion carried unanimously.

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

M.1. It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to approve as recommended by the Finance Committee request from Bukacek Construction to Rescind a 2X Penalty Fee in the Total Amount of \$22,825.50 for Work Performed Prior to Obtaining an Institutional New Building Permit for 4222 91st Avenue (Steins Aircraft Hangar) (Parcel #08-222-32-101-004). A hearing was held. Lou Jansen spoke.

M.1.1 It was then moved by Alderperson Kennedy, seconded by Alderperson Bogdala to increase the fee amount to half. There was much discussion. On roll call vote, motion failed (6-9-1) with Alderperson Haugaard abstaining from the vote due to a conflict of interest and Alderpersons Gordon, Bostrom, Wilson, Bogdala, Michalski, and Ruffolo voting aye.

On roll call vote, motion carried on the original motion (11-4-1) with Alderperson Haugaard abstaining due to a conflict of interest and Alderpersons Kennedy, Gordon, Bogdala, and Ruffolo voting nay.

M.2. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana to approve request from Ronald Truax to Rescind a 2X Penalty Fee in the Amount of \$60.00 for Work Performed Prior to Obtaining a Fence Permit for 4603 28th Avenue (Parcel #09-222-36-135-002). A hearing was held. No one spoke. On roll call vote, motion carried unanimously.

M.3. It was moved by Alderperson Kennedy, seconded by Alderperson Rose to approve disbursement Record # 21 - \$4,213,124.94.

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

O. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

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

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson LaMacchia, seconded by Alderperson Gordon, to adjourn at 9:50 p.m.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**DEBRA L. SALAS
CITY CLERK-TREASURER
December 7, 2015**

B.1.	December 21, 2015			NO ADVERSE
a.	BARTENDERS			
	First Name	Last Name	Address	Business Name
1	Amanda	Aguilar	1820 89 th St. #205	
2	Connie	Arrowsmith	8450 82 nd St #309	Brat Stop
3	Sara	Cranmer	423 Briarwood Ct. - Gurnee, IL	
4	James	Firmani	7210 32 nd Ave	Boathouse
5	Julia	Heiser	9022 Sheridan Rd	Hotrod Hideout
6	Tammie	Helton	19001 75 th St	Brat Stop
7	Pennie	Jarvie	2715 23 rd Ave	
8	Andrea	Naumann	2239 34 th Ave	Boat House
9	Melanie	Nook	6328 W. Fremont Pl - Milwaukee, WI	Tobacco Outlet Plus
10	Harshika	Patel	549 Dempster St 2N - Mount Prospect, IL	Mobil Food Mart
11	Paresh	Patel	549 Dempster St 2N - Mount Prospect, IL	Mobil Food Mart
12	Eva	Riley	1724 Quincy Ave - Racine, WI	Kwik Trip
13	Lisa	Roberts	8300 25 th Ave	
14	Tiffanie	Sauber	19001 75th St	Brat Stop
15	Timothy	Smith	8742 2 nd Ave Pleasant Prairie WI	
16	Saveria	Tenuta	6325 10 th Pl.	Ruffolo's II
	TOTAL =	16		
b.	TRANSFER OF AGENT			
	First Name	Last Name	Address	Business Name
	TOTAL =	0		
c.	TEMPORARY CLASS "B" BEER			
	Event Date	Organization Name	Location of Event	Event
1	02/04/16	Our Lady of Mt. Carmel Church	1919 54 th St.	Mount Carmel Holy Name Society Smokeless Mixed Smoker
	TEMPORARY CLASS "CLASS B" WINE			
	Event Date	Organization Name	Location of Event	Event
	TEMPORARY CLASS "B" BEER & "CLASS B" WINE			
	Event Date	Organization Name	Location of Event	Event
	TOTAL =	1		
d.	TAXI DRIVERS			
	First Name	Last Name	Address	Business Name
1	David	Kee	1017 63 rd St.	Journey
	TOTAL =	1		

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

1a

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
11/23/2015	ALINA DIAZ		VALID
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160927	1426 59TH ST #17	UNKNOWN	UNKNOWN

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
3/24/2011	DC/OTHER	DISMISSED	N/A	0

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

CITY ATTORNEY'S COMMENTS

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

Operator's (Bartender) License

16

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
11/23/2015	Ashley Guthrie		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160919	9415-67th Street	Woodman's Food Market	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
9/3/2013	INTOXICANT IN VEHICLE OPERATOR	GUILTY	Y	20
1/2/2013	DUTY UPON STRIKING	GUILTY	Y	N/A

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

CITY ATTORNEY'S COMMENTS

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

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

1c

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
11/20/2015	TERA HANNES		VALID
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160916	12509 38TH STREET	UNCLE MIKE'S HWY PUB	6611 120TH AVENUE

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/14/2012	POSSESSION OF MARIJUANA	GUILTY-NO CONTEST	Y	25
12/21/2011	DISORDERLY CONDUCT	GUILTY-NO CONTEST	Y	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	35	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	35	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="35"/> 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	

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

Id

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
11/23/2015	BRITTANY MACDONALD		REVOKED
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160918	1009 114TH STREET, PL. PRAIRIE	PIGGLY WIGGLY	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
5/14/2015	BLOOD ALCOHOL CONTENT	GUILTY	Y	} 50
5/14/2015	OPERATING WHILE INTOXICATED	GUILTY	Y	

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	50	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	50	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/> GRANT, Subject to 50 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	

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

1c

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
12/7/2015	Joshua Grossmeyer		Revoked
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160935	S52W23676 Partridge Lane, Waukesha. WI	Ashling on the Lough	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/22/2014	IMPIED CONSENT	GUILTY	Y	
2/22/2014	OPERATING WHILE INTOXICATED	GUILTY	Y	50
5/13/2014	OPERATING AFTER REVOCATION (Rev due to alc/contr subst/refusal)	GUILTY	Y	10
7/7/2014	OPERATING AFTER REVOCATION Rev due to alc/contr/subst/refusal	GUILTY	Y	20

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	80
Were all offenses listed on the application?	Y
TOTAL DEMERIT POINTS	80

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="80"/> 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

456-0000 203946-03

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Dec 22 20 15 ending June 30 20 16

TO THE GOVERNING BODY of the: Kenosha City of Kenosha Aldermanic Dist. No. 14

Table with columns: TYPE, FEE. Rows include Class A beer, Class B beer, Class C wine, Class A liquor (checked, \$292), Class B liquor, Reserve Class B liquor, Class B (wine only) winery, Publication fee (\$46), TOTAL FEE (\$338).

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Stein BP, Inc 75th St. Kenosha, WI 53142

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.

Title Name Home Address Post Office & Zip Code
President/Member President Daniel Stein 6259 54th Kenosha, WI 53142
Vice President/Member VP Lou A. Hendry 3502 91st St. Kenosha, WI 53142
Secretary/Member
Treasurer/Member
Agent Kevin J. Stein 6905 - 61st Ave. Kenosha, WI 53142
Directors/Managers

3. Trade Name BP Business Phone Number 262-857-7175
4. Address of Premises 12120 75th Post Office & Zip Code Kenosha, WI 53142

- 5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? [X] Yes [] No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? [] Yes [X] No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? [] Yes [X] No
8. (a) Corporate/limited liability company applicants only: insert state WI and date 2011 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? [] Yes [X] No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? [X] Yes [] No

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

- 10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? [X] Yes [] No
(b) If yes, under what name was license issued? Stein BP, Inc class A Beer; KJS Amigos
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [X] Yes [] No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [X] Yes [] No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? [X] Yes [] No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another.

SUBSCRIBED AND SWORN TO BEFORE ME
this 24 day of Nov, 2015
(Clerk/Notary Public)
My commission expires 3-15-19

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

Table with columns: Date received and filed with municipal clerk, Date reported to council/board, Date provisional license issued, Signature of Clerk / Deputy Clerk, Date license granted, Date license issued, License number issued.

Dan Stein president

KTS AMOCO INC

Class H

Class B Interstate Day / Stein BP

Lois Hendrix VP KTS AMOCO

Class A

Interstate Days Stein BP

VP

Class B

Stein BP, Inc

#8C

CLASS A LIQUOR LICENSE

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
12/3/2015	Kevin Stein		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	6905-61st Ave	Stein's BP	12120-75th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/7/2011	LIQUOR, SELL TO MINOR	DISMISSED	Y	25
2/7/2011	LIQUOR, SELL TO MINOR	DISMISSED	Y	DIFF. LOCATION
8/9/2011	LIQUOR, POSSESSION BY UNDERAGE	DISMISSED	Y	DIFF. LOCATION
10/4/2011	LIQUOR, SELL TO MINOR	DISMISSED	Y	50
2/25/2012	LIQUOR, SELL TO MINOR	DISMISSED	Y	DIFF. LOCATION
5/14/2013	LIQUOR, SELL TO MINOR	DISMISSED	Y	25
10/2/2013	LIQUOR, SELL TO MINOR	DISMISSED	Y	50
11/26/2013	LIQUOR, LICENSE VIOLATION	DISMISSED	Y	DIFF. LOCATION
9/10/2014	LIQUOR, LICENSE VIOLATION	DISMISSED	Y	DIFF. LOCATION
3/12/2015	LIQUOR, SELL TO MINOR	DISMISSED	Y	25
3/12/2015	LIQUOR, LICENSE VIOLATION	GUILTY BY DEFAULT	Y	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	195	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	195	

CITY ATTORNEY'S COMMENTS
1. NEW APPLICATION - 5 YEAR REVIEW APPLIES.
2. LICENSE SUBJECT TO NON-RENEWAL REVOCATION HEARINGS 2014 AND 2015 FOR VIOLATIONS RELATED TO CLASS "A" BEER LICENSE.

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

**CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR BEER AND OR LIQUOR LICENSE – CHECK ALL THAT APPLY:**

<input checked="" type="checkbox"/>	CLASS "A" BEER (GROCERY STORE, LIQUOR STORE, GAS STATION)
<input type="checkbox"/>	CLASS "B" BEER (RESTAURANT, BAR)

<input checked="" type="checkbox"/>	"CLASS A" LIQUOR (GROCERY STORE, LIQUOR STORE, GAS STATION)
<input type="checkbox"/>	"CLASS B" LIQUOR (RESTAURANT, BAR)

1. Applicant Name Stein BP, Inc. Business Name BP
2. Property Information: Address 12120 75th St. Owner Stein Bristol Properties LLC
 If applicant is not owner, does applicant have a lease agreement with the owner? Yes or No (NOTE: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued.)
3. Square footage of building 4448 Assessed value of property \$1,578,800
4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) \$17,017
5. If this application is for a "Class A" Liquor license, is the premises physically closed to customers during the hours in which sales are not permitted? Yes or No or Not Applicable (circle one) will be
6. Gross Monthly Revenue - According to Section 10.03, applicants must come within 70% of the estimate of gross monthly revenue for alcohol beverages after one full license term or the license may be subject to revocation.

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

BEER \$13,094 (Yearly statement) (12)

LIQUOR \$6,000 (estimate: 1/2 of beer) (12)

FOOD \$46,581 (Yearly statement) (12)

OTHER (specify) \$574,736 (Yearly statement) (12) Gas, Lottery, Car Wash

TOTAL GROSS MONTHLY REVENUE \$640,411 (Yearly statement) (12)

(OVER)

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT - PAGE TWO

Applicant Name Stein BP, Inc. Business Name BP

Property Information: Address 12120 75th St. Owner Stein Bristol Properties LLC

7. Explain how the issuance of this license will benefit the City: Greater availability for neighbors in a quick service, friendly environment. Increase sales tax, increase in jobs.

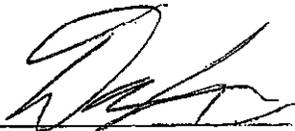
8. Explain why the business will have a substantial positive impact upon the surrounding properties: Increased business, more satisfied neighbors. Greater value to property and business. More jobs.

9. Explain why the business have a significant, positive influence on the City economy: Greater sales, increased jobs, more employer hours, more taxes, greater convenience and availability to neighbors and customers.

10. Has the applicant contacted the alderperson of the district where this business is located? Yes

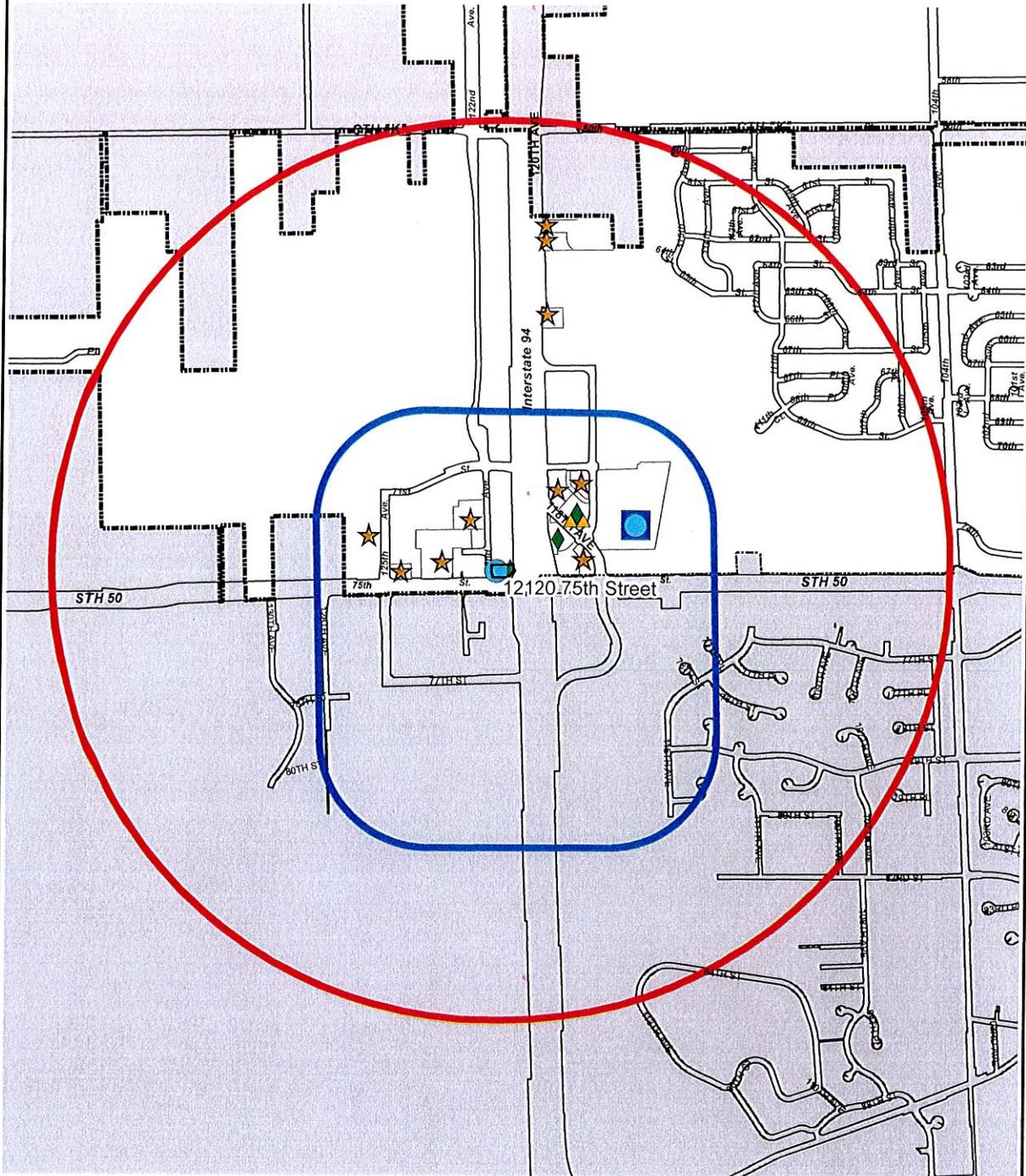
11. List other factors the Common Council should consider: We have sold beer for 8 yrs. with great success, and high volume. The manager has been there for many, many years. We've been in business here for 29 years, and have invested millions of dollars into a total raze and rebuild 8 years ago. We have modern POS systems, and 8 cameras recording 24/7.

Applicant's Signature



"Class A" Liquor License Application

12120 75th Street



● Class "A"
 ■ "Class A"
 ■ "Class A"
 ◆ Class "B"
 ★ Class "B" & "Class B"
 ▲ "Class C"

Note: Residential districts are not colored.

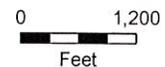
Note: Business districts are colored as follows: B-1 B-2 B-3 B-4

5,280 feet from applicant

5,280 ft. Radius	Class "A"	Class "A"	Class "A"	Class "B"	Class "B"	Class "C"
Residential Districts	0	0	0	0	0	0
Business Districts	2	1	0	3	10	1
Other Districts	0	0	0	0	0	0

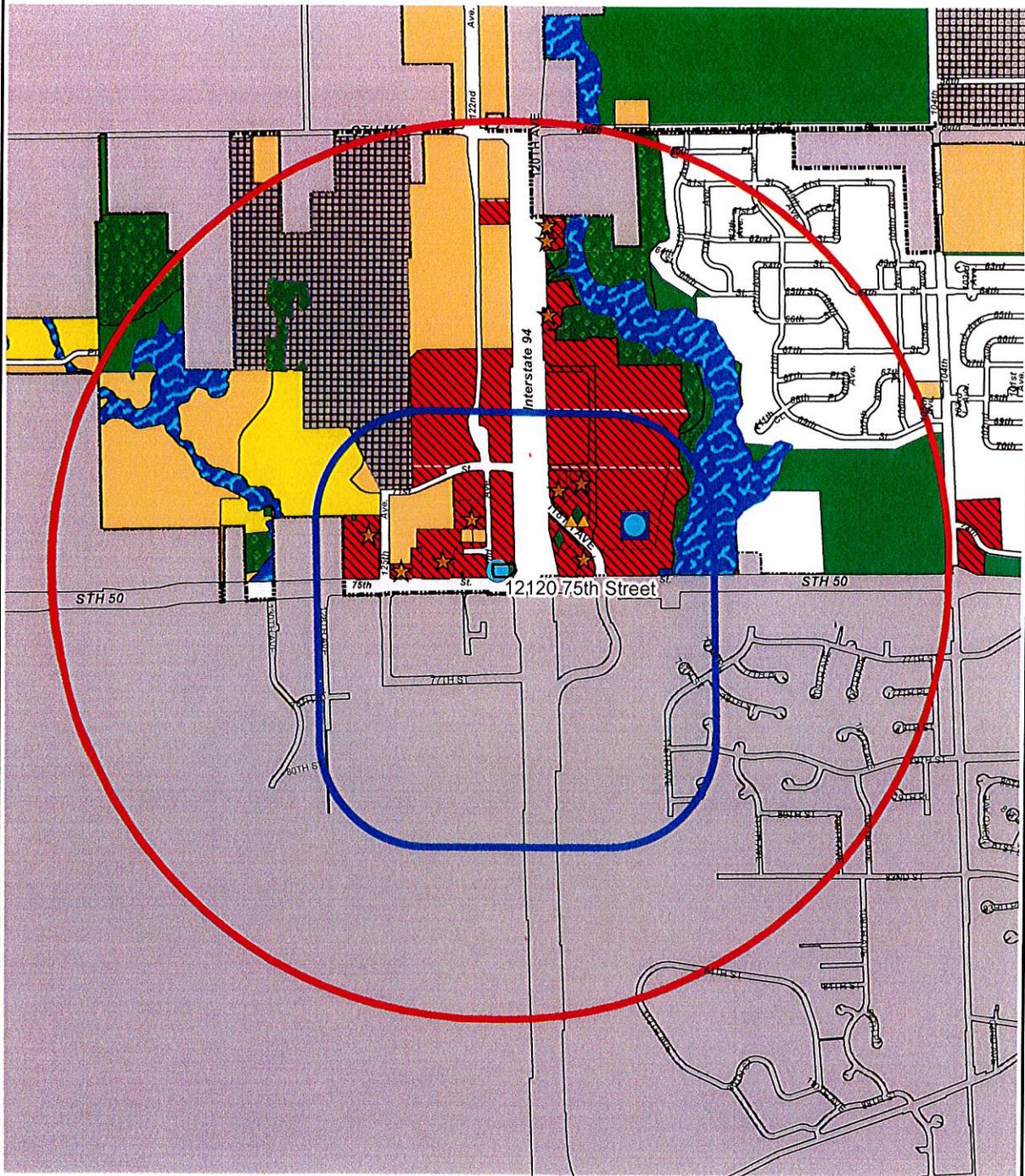
6 blocks from applicant

6 block Radius	Class "A"	Class "A"	Class "A"	Class "B"	Class "B"	Class "C"
Residential Districts	0	0	0	0	0	0
Business Districts	2	1	0	3	7	1
Other Districts	0	0	0	0	0	0



"Class A" Liquor License Application

12120 75th Street



● Class "A"
 ■ "Class A"
 ■ Class "B" & "Class C"
 ■ Class "C"
 ◆ Class "B"
 ★ Class "B" & "Class C"
 ▲ "Class C"

Note: Residential districts are not colored.

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

5,280 ft. Radius

	Class "A"	"Class A"	Class "B" & "Class C"	Class "B"	Class "B" & "Class C"	Class "C"
Residential Districts	0	0	0	0	0	0
Business Districts	2	1	0	3	10	1
Other Districts	0	0	0	0	0	0

6 block Radius

	Class "A"	"Class A"	Class "B" & "Class C"	Class "B"	Class "B" & "Class C"	Class "C"
Residential Districts	0	0	0	0	0	0
Business Districts	2	1	0	3	7	1
Other Districts	0	0	0	0	0	0



47-3151411

3

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Nov 3 20 15 ending June 30 20 16

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

County of Kenosha Aldermanic Dist. No. 1 (if required by ordinance)

Applicant's WI Seller's Permit No / FEIN Number:	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>200</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$ <u>200</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>46</u>
TOTAL FEE	\$ <u>446</u>

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Waterfront Warehouse, LLC (use mail address 3300 Sheridan Rd)

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Konstantinos KATRIS</u>	<u>1757 Evergreen Ct</u>	<u>Lindenhurst, IL 60046</u>
Vice President/Member	<u>ELEASAR ESTRADA</u>	<u>1004 45th</u>	<u>KENOSHA WI 53140</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Amy Estrada</u>	<u>1004 45th St</u>	<u>Kenosha WI 53140</u>
Directors/Managers			

3. Trade Name Waterfront Warehouse Business Phone Number 847 815-3311

4. Address of Premises 3302 Sheridan Rd Post Office & Zip Code 53140

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date Sept 2015 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Walk in cooler, Beer Coolers, liquor storage room.

10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
- (b) If yes, under what name was license issued? Grandview, Mainview Sports Bar & Grill, LLC
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 8630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (808) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 28th day of September 20 15

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

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

My commission expires 2/14/2016

(Clerk/Notary Public)

DOMINIQUE LEBRON
 Notary Public
 State of Wisconsin

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
<u>10/6/15</u>			
Date license granted	Date license issued	License number issued	

AT THE (City/Town/Village) Wisconsin Department of Revenue

BC & LA Fajata Mexican grill LLC

3300 Sheridan Rd

Kenosha WI 53140

~~★~~ Lucky Star pub & eatery LLC

864 Milwaukee Ave

Burlington WI 53105

STATE OF WISCONSIN
NOTARY PUBLIC
DOMINIQUE FERROM

**Alcohol Beverage License
Police Record Report**

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/12/2015	Eleasar Estrada		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	1004-45th Street	Waterfront Warehouse	3322 Sheridan Road

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
*APPLICANT LISTED A CHARGE OF ILLEGAL TRANSPORTATION OF IMMIGRANTS & SERVED 6 MONTHS JAIL/5 YRS PROBATION			Y	0
	MISDEMEANOR x 2			>5 YRS. OLD

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="0"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER

**CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR BEER AND OR LIQUOR LICENSE - CHECK ALL THAT APPLY:**

<input type="checkbox"/>	CLASS "A" BEER (GROCERY STORE, LIQUOR STORE, GAS STATION)	<input type="checkbox"/>	"CLASS A" LIQUOR (GROCERY STORE, LIQUOR STORE, GAS STATION)
<input checked="" type="checkbox"/>	CLASS "B" BEER (RESTAURANT, BAR)	<input checked="" type="checkbox"/>	"CLASS B" LIQUOR (RESTAURANT, BAR)

1. Applicant Name Waterfront Warehouse LLC Business Name Waterfront Warehouse
2. Property Information: Address 3322 Sheridan Rd Owner Roots on Sheridan, LLC
Konstantinos KATRAS (912/915) mn
- If applicant is not owner, does applicant have a lease agreement with the owner? Yes or No (NOTE: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued.)
3. Square footage of building 6,500 Assessed value of property \$415,000
4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) \$0,000.00
5. If this application is for a "Class A" Liquor license, is the premises physically closed to customers during the hours in which sales are not permitted? Yes or No or Not Applicable (circle one)

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

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

BEER 15% 22,500.00

LIQUOR 15% 22,500.00

FOOD 70% 105,000.00

OTHER (specify) _____

TOTAL GROSS MONTHLY REVENUE 150,000.

We have 2 restaurants with liquor/food sales and we based our totals off what our other locations do.

(OVER)

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT - PAGE TWO

Applicant Name Waterfront Warehouse, LLC Business Name Waterfront Warehouse
Property Information: Address 3300 Sheridan Rd Owner Konstantinos KARRIS
Roots on Sheridan, LLC

7. Explain how the issuance of this license will benefit the City: Waterfront Warehouse will be a restaurant with Alcohol NOT a bar. we have good experience with restaurants and will complement the variety of businesses in town.

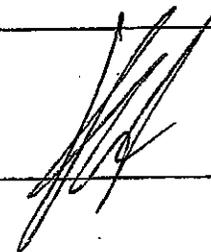
8. Explain why the business will have a substantial positive impact upon the surrounding properties: We will be making significant changes to property to bring up to today's standards. we own La Fogata and would like to add another great restaurant to area.

9. Explain why the business have a significant, positive influence on the City economy: great restaurants bring guests from out of town too. more options in town keep people spending money in town. we will provide great food and amazing service

10. Has the applicant contacted the alderperson of the district where this business is located? YES

11. List other factors the Common Council should consider:

- over 30 yrs combined experience
- owner of La Fogata Mexican grill
- own Lucky Star pub and bakery in Burlington, WI
- renovator of buildy that needed face lift.

Applicant's Signature 

Class "B" Beer / "Class B" Liquor application

3322 Sheridan Road



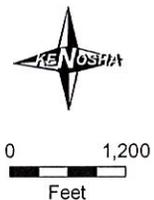
- Class "A"
- "Class A"
- "Class A" - Cider ONLY
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

5,280 ft. Radius

	Class "A"	Class "A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	2	0
Business Districts	6	3	0	19	0
Other Districts	0	0	0	2	0

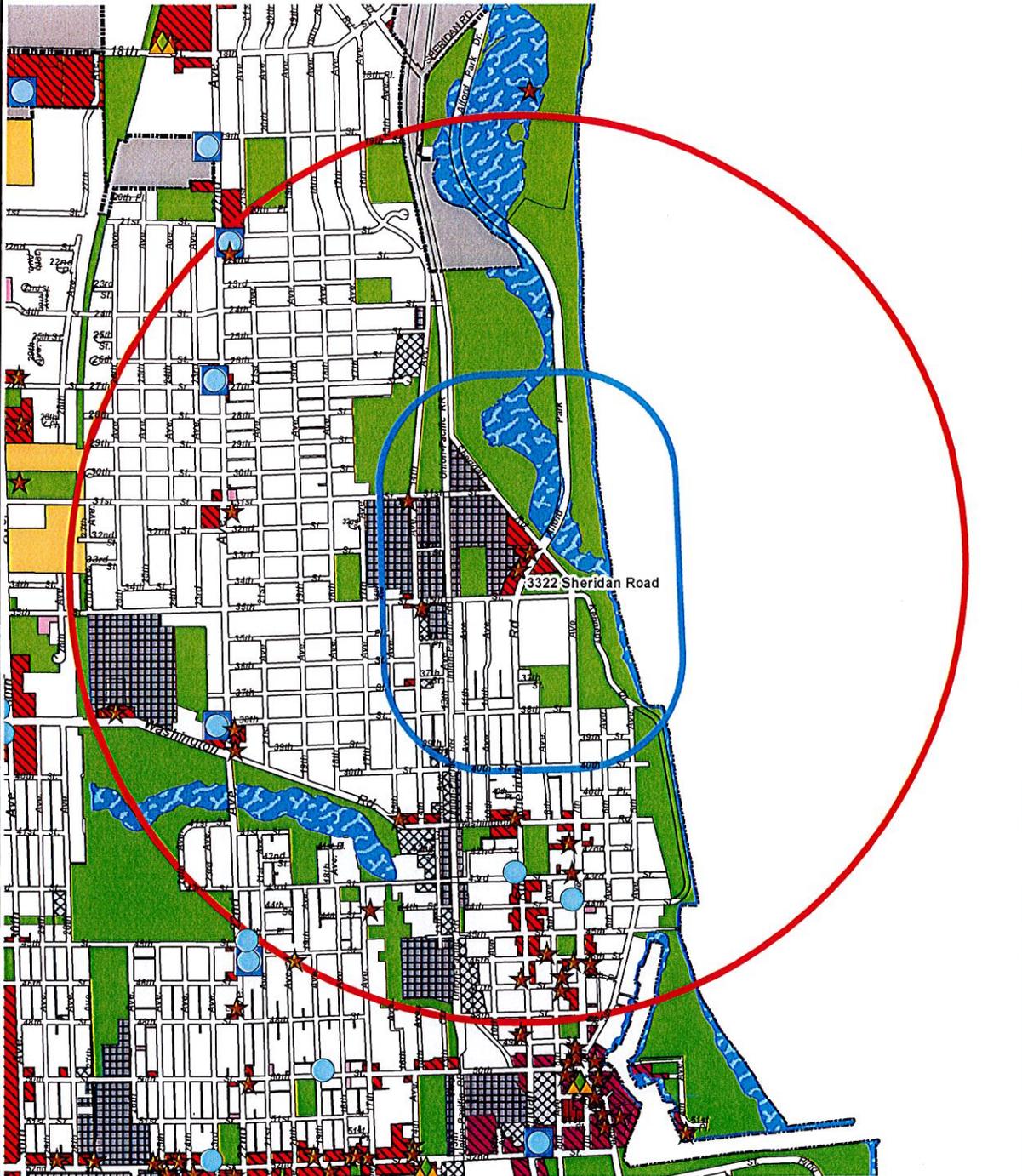
6 block Radius

	Class "A"	Class "A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	0	0
Business Districts	0	0	0	4	0
Other Districts	0	0	0	0	0



Class "B" Beer / "Class B" Liquor application

3322 Sheridan Road



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

Note: Residential districts are not colored.

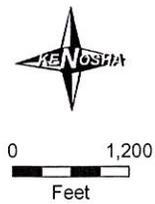
Note: Business districts are colored as follows: B-1 B-2 B-3 B-4

5,280 feet from applicant

5,280 ft. Radius	Class "A"				
	Class "A"	"Class A"	Class "A" - Cider ONLY	Class "B"	Class "B" & "Class B"
Residential Districts	0	0	0	2	0
Business Districts	6	3	0	19	0
Other Districts	0	0	0	2	0

6 blocks from applicant

6 block Radius	Class "A"				
	Class "A"	"Class A"	Class "A" - Cider ONLY	Class "B"	Class "B" & "Class B"
Residential Districts	0	0	0	0	0
Business Districts	0	0	0	4	0
Other Districts	0	0	0	0	0



4
E-MAILED DEC 2 2015
12:20:15
#16
ADV
LD12/16
EM 12/14

AT-107a: SCHEDULE FOR SUCCESSOR OF AGENT

If there is a change in agent, each club, corporation, or limited liability company who holds a retail permit to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent pursuant to sec. 125.04(6), Wis. Stats. There is a \$10 change in agent processing fee due with this form. The following questions must be answered by the Agent. The appointment must be signed by the President and Secretary or members of limited liability company. The appointment must be approved by the licensing authority.

Kenosha Wisconsin 11/24 2015
(Municipality) (Date)

1. Name of agent Daniel Stein

- | | | | |
|----|-------------------------------------|-------------------------------------|--|
| | Yes | No | |
| 2. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Are you of legal drinking age? |
| 3. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? |
| 4. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Have you ever been convicted of a federal law violation? |
| 5. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Have you ever been convicted of a State law violation? |
| 6. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Have you ever been convicted of a Local ordinance violation? |
| 7. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Have you completed the required responsible beverage server program per sec. 125.04(5)(a)5, Wis. Stats.? |

UNDER PENALTY OF LAW, I declare that all of the above information is true and correct to the best of my knowledge and belief.

[Signature]
(Signature of Agent)
6215-54th Ave Kenosha, WI 53142
(Address)

SUCCESSOR AGENT

The undersigned appoints Daniel Stein as agent.
in accordance with sec. 125.04(6), Wis. Stats.

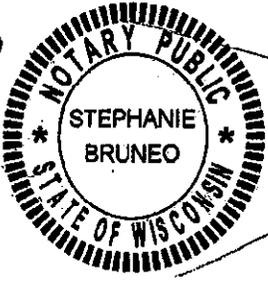
Name of Permittee Stein BP Inc
Date 11/16 20 15
By [Signature]
(Signature of President/Member)
[Signature]
(Signature of Secretary/Member)

I hereby accept appointment as agent for Stein BP Inc and assume full responsibility for the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Date 11/16 20 15
[Signature]
(Signature of Agent)

THE AGENT APPOINTED ABOVE MUST BE APPROVED BY THE LICENSING AUTHORITY TO BE EFFECTIVE.
(See sec. 125.04(6), Wis. Stats.)

Stein BP, Inc. (BP)
Prev. agent:
Kevin Stein



Kenosha WI 11/18 20 15
(Municipality) (Date)
[Signature]
(Signature of Official)
Personal Banker
(Title)

E-MAILED DEC - 2 2015

5

Interstate Dog
12120-75
#14
ADV LN 12/14
EM 12/1

AT-107a: SCHEDULE FOR SUCCESSOR OF AGENT

If there is a change in agent, each club, corporation, or limited liability company who holds a retail permit to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent pursuant to sec. 125.04(6), Wis. Stats. There is a \$10 change in agent processing fee due with this form. The following questions must be answered by the Agent. The appointment must be signed by the President and Secretary or members of limited liability company. The appointment must be approved by the licensing authority.

Kenosha Wisconsin 11/24 2015
(Municipality) (Date)

1. Name of agent Daniel Stein
- | | | | |
|----|-------------------------------------|-------------------------------------|--|
| | Yes | No | |
| 2. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Are you of legal drinking age? |
| 3. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? |
| 4. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Have you ever been convicted of a federal law violation? |
| 5. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Have you ever been convicted of a State law violation? |
| 6. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Have you ever been convicted of a Local ordinance violation? |
| 7. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Have you completed the required responsible beverage server program per sec. 125.04(5)(a)5, Wis. Stats.? |

UNDER PENALTY OF LAW, I declare that all of the above information is true and correct to the best of my knowledge and belief.

[Signature]
(Signature of Agent)
6215 - 54th Ave., Kenosha, WI 53142
(Address)

SUCCESSOR AGENT

The undersigned appoints Daniel Stein as agent in accordance with sec. 125.04(6), Wis. Stats.

Name of Permittee Stein BP, Inc.
By [Signature] (Signature of President/Member)
[Signature] (Signature of Secretary/Member)

Date 11/16 2015

I hereby accept appointment as agent for Interstate Dogs and assume full responsibility or the conduct of the business relative to fermented malt beverages and intoxicating liquors.
Date 11/16 2015
[Signature] (Signature of Agent)

THE AGENT APPOINTED ABOVE MUST BE APPROVED BY THE LICENSING AUTHORITY TO BE EFFECTIVE. (See sec. 125.04(6), Wis. Stats.)

Stein BP, Inc.
(Interstate Dogs)
Prov. Agent:
Kevin Stein.

(Municipality) WI _____ 20____
(Date)

(Signature of Official)

(Title)

6

ADV 12114 LP
EM 1214

E-MAILED DEC - 2 2015

AT-107a: SCHEDULE FOR SUCCESSOR OF AGENT

If there is a change in agent, each club, corporation, or limited liability company who holds a retail permit to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent pursuant to sec. 125.04(6), Wis. Stats. There is a \$10 change in agent processing fee due with this form. The following questions must be answered by the Agent. The appointment must be signed by the President and Secretary or members of limited liability company. The appointment must be approved by the licensing authority.

Kenosha
(Municipality)

Wisconsin 11-13 20 15
(Date)

1. Name of agent

Nicole Schroeder

Yes No

- 2. Are you of legal drinking age?
- 3. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent?
- 4. Have you ever been convicted of a federal law violation?
- 5. Have you ever been convicted of a State law violation?
- 6. Have you ever been convicted of a Local ordinance violation?
- 7. Have you completed the required responsible beverage server program per sec. 125.04(5)(a)5, Wis. Stats.?

UNDER PENALTY OF LAW, I declare that all of the above information is true and correct to the best of my knowledge and belief.

Nicole Schroeder
(Signature of Agent)

2828 Catherine Dr Racine WI 53402
(Address)

SUCCESSOR AGENT

The undersigned appoints Nicole Schroeder as agent
in accordance with sec. 125.04(6), Wis. Stats.

Name of Permittee Mega Marts, LLC

Date 11/18 20 15

By Edward G. [Signature] -VP
(Signature of President/Member)

William L. Duly -President
(Signature of Secretary/Member)

I hereby accept appointment as agent for Mega Marts, LLC dba Pick 'n Save #6850 and assume full responsibility for the conduct of the business relative to fermented malt beverages and intoxicating liquors.

X Date 11-13-15 20

Nicole Schroeder
(Signature of Agent)

THE AGENT APPOINTED ABOVE MUST BE APPROVED BY THE LICENSING AUTHORITY TO BE EFFECTIVE.
(See sec. 125.04(6), Wis. Stats.)

Prev. agent: Terrsa Naekrsz

WI 20
(Municipality) (Date)

(Signature of Official)

(Title)

Wisconsin Department of Revenue

Pick 'N Save #6850
1901 63rd St
District # 3

AT-107a (R. 12-13)

**Successor of Agent
Police Record Report**

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
11/13/2015	Nicole Schroeder		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	2828 Catherine Dr., Racine 53402	Pick n Save	1901-63rd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
	*ADVERSE DUE TO PREVIOUS AGENT- TERESA NAEKRSZ 20-15 TOBACCO VIOLATION-DISMISSED	05-	Y	
5/20/2015	MEGA MARTS N1255800 CASE #15-072609	GUILTY		5

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	5	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	5	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="5"/> 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	



7

FILED 12.4
INITIALS W
ADVERSE/NO ADV
LP 12/14
CC 12/21
LETTER EM 12/8

E-MAILED DEC - 4 2015

CABARET LICENSE YEARLY

Type: 212 Fee: \$300/year (pro-rated) Effective: 1-2-16 Expires: June 30, 2016
(\$25.00/month beginning with effective month & ending in June)

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

1. Licensee Name: HWZ Kenosha LLC District# 6
(NOTE: must be same name as beer/liquor license)

2. Trade Name: Hill's Hot Rod Hideout Trade Address: 4327 - 17th Ave

3. If license is in the name of a Corporation or LLC, Agent Name: Marilyn Lamere

4. Date of Birth of Agent (if Corporation/LLC) or Individual: _____

5. Address: 7100 247 AVE SALEM, WI. 53168 Phone: 262-586-5330 Email: W/A
(correspondence will be via email if address is given)

6. Driver's License Number: _____
(must indicate if this is not a Wisconsin DL)

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

8. Have you, as an adult, ever been convicted of violating a municipal or county ordinance in Wisconsin or in any state; or do you have a charge pending at this time? Yes No
If yes, state: charge, year, result

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

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

11. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years; or do you have any such citations pending? Yes No

If yes, state: charge, year, result

attent stop for red light

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

If yes, state: charge, year, result

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

KAZACHES

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

4322-17 AVE KENOSHA WI

7100 247 AVE SALEM WI

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. (Individual applicants and each member of a partnership must sign; designated corporate officers must sign.)

Applicant's Signature: Marilyn LaRue
(Individual/Agent of Corporation)

Date: 12/3/15

E-MAILED DEC - 1 2015



8

FILED	12-15
INITIALS	RS
ADV/NO ADVERSE	
LP	12/14
CC	12/21
CDI	

SECONDHAND ARTICLE DEALER'S LICENSE
(Chapter 13.02, Code of General Ordinances)

Type: 164 Fee: \$100.00/year

Expires: December 31, 2016

The Licensee (applicant) is an individual a partnership a corporation

Licensee Name: Orkaid, LLC District # 13

Trade Name: Relics Etc Address: 7521 22nd Ave, Kenosha, WI 53143

Phone Number: 262-432-1112 Email: admin@orkaid.com

If Individual: list name, home address, phone number, date of birth: N/A

If Partnership or Corporation: list name, home address, phone number, & date of birth of all partners/members:

Wendy Shea 1914 76th St, Kenosha, WI 53143 262-432-1112

Toni L Smith 1914 76th St, Kenosha, WI 53143 262-432-1112

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

BUSINESS INFORMATION

Business Name, Address, State, Zip Code and Business Number:
Orkaid, LLC dba Relics Etc 7521 22nd Ave, Kenosha, WI 53143 262-432-1112

Building Owner's Name, Home Address, State, Zip Code and Phone Number:
Javier and Graciela Baca 1246 Jackson, North Chicago, IL 60046 847-989-4104

Manager or Proprietor of Business, Home Address, State, Zip Code, Phone Number, Email:
Wendy Shea 1914 76th St, Kenosha, WI 53143 262-432-1112 admin@orkaid.com

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 a supply of "Property Transaction Record" forms? Yes No

(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 NON-COMPLIANCE THEREWITH.)

LICENSE REVOCATION

I/We, 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

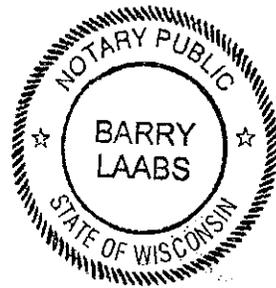
[Signature]
Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 30th day of November, 2015.

[Signature]
Notary Public
My Commission Expires: 4-22-2018



**Secondhand Article Dealer's License
Police Record Report**

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
12/1/2015	Wendy Shea		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	1914-76th Street	Relics Etc.	7521-22nd Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
YEAR OF 1991	APPLICANT LISTED - GRAND THEFT AUTO -REDUCED TO BURGLARY (FELONY)	GUILTY	Y	
YEAR OF 1991	APPLICANT LISTED - FORGERY & OBSTRUCTING JUSTICE (FELONY)	GUILTY	Y	

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

CITY ATTORNEY'S COMMENTS
FELONY LOOK-BACK 10 YEARS ON THIS TYPE OF LICENSE. THESE VIOLATIONS EXCEED THAT PERIOD.

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="checkbox"/> N/A 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



9

FILED 11-25-15
INITIALS BS
ADV/NO ADVERSE LP 12/14
CC 12/21
CDI

SECONDHAND ARTICLE DEALER'S LICENSE (Chapter 13.02, Code of General Ordinances)

Type: 164 Fee: \$100.00/year

Expires: December 31, 2016

The Licensee (applicant) is an individual a partnership a corporation

Licensee Name: GNT Financial LLC District # 12

Trade Name: GNT Jewelry and Loan Address: 7944 Sheridan Rd #3

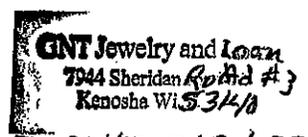
Phone Number: 262-653-9200 Email: gntJewelryLoan@gmail.com
If Individual: list name, home address, phone number, date of birth:

If Partnership or Corporation: list name, home address, phone number, & date of birth of all partners/members:
Thomas V. Stout 2914 35th St Kenosha WI 53140 (317) 716-5248
Gregory Lagunas 2454 Seminole Ct. Riverwoods IL 60015 (847) 293-7878

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

BUSINESS INFORMATION



Business Name, Address, State, Zip Code and Business Number:
Gnt Jewelry & Loan 7944 Sheridan Rd #3 Kenosha WI 53143 262-653-9200

Building Owner's Name, Home Address, State, Zip Code and Phone Number:
Himmat Gill 6035 AHA Mount Cir Racine WI 53406 414-801-7106

Manager or Proprietor of Business, Home Address, State, Zip Code, Phone Number, Email:
Thomas V. Stout 2914 35th St Kenosha WI 53140 (317) 716-5248
tstout1000@yahoo.com

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 a supply of "Property Transaction Record" forms? Yes No

(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 NON-COMPLIANCE THEREWITH.)

E-MAILED DEC - 7 2015



FILED 11-25-15
INITIALS ES
ADV/NO ADVERSE
LP 12/14
CC 12/21
CDI

SECONDHAND JEWELRY DEALER'S LICENSE
(Chapter 13.02, Code of General Ordinances)

Type: 165 Fee: \$500.00/year

Expires: December 31, 2016

The Licensee (applicant) is an individual a partnership a corporation

Licensee Name: GNT Financial LLC District # 12

Trade Name: Gnt Jewelry and Loan Address: 7944 Sheridan Rd #3 Kenosha WI 53143

Phone Number: 262-653-9200 Email: gntjewelryloan@gmail.com

If Individual: list name, home address, phone number, date of birth: _____

If Partnership or Corporation: list name, home address, phone number, & date of birth of all partners/members:
Thomas V. Stout 2914 35th St. Kenosha WI 53140 (317) 7165248

Gregory Lagunov 2454 Seminoe Ct. Riverwoods IL 60015
847-293-7878

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

BUSINESS INFORMATION

Business Name, Address, State, Zip Code and Business Number:
Gnt Jewelry + Loan 7944 Sheridan Rd #3 Kenosha WI 53143 262-653-9200

Building Owner's Name, Home Address, State, Zip Code and Phone Number:
Himmat Gill 6035 Alhambra Cir. Racine WI 53406 414-801-7106

Manager or Proprietor of Business, Home Address, State, Zip Code, Phone Number, Email:
Thomas V. Stout 2914 35th St Kenosha WI 53140 (317) 7165248
+stout1000@yahoo.com

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 a supply of "Property Transaction Record" forms? Yes No

(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 NON-COMPLIANCE THEREWITH.)

LICENSE REVOCATION

I/We, 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 LLC Partner

[Signature]
Partner/Corporate Officer LLC partner

Corporate Officer/Director

Corporate Officer/Director

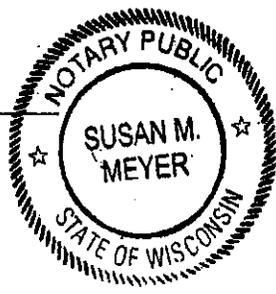
Subscribed and sworn to before me this 23 day of November, 2015

[Signature]
Notary Public
My Commission Expires: 10-01-2017



Personally came before me Gregory Lagunov who executed the foregoing and acknowledged the same.

Susan M. Meyer
Notary Public
My Commission Expires: 10-22-19



E-MAILED DEC - 2 2015



10a

FILED	12-2-15
INITIALS	RS
ADV/NO ADVERSE	
LP	12/14
CC	12/21
CDI	

SECONDHAND ARTICLE DEALER'S LICENSE
(Chapter 13.02, Code of General Ordinances)

Type: 164 Fee: \$100.00/year

Expires: December 31, 2016

The Licensee (applicant) is an individual a partnership a corporation

Licensee Name: ~~CD DVD GAME LLC~~ CD DVD GAME LLC District # 14

Trade Name: CD DVD GAME WAREHOUSE Address: 3717-80th St

Phone Number: 262-942-9400 Email: cmecdw@aol.com

If Individual: list name, home address, phone number, date of birth: _____

If Partnership or Corporation: list name, home address, phone number, & date of birth of all partners/members: AMOLCE M. EISENHART 7515-24th AVE, KENOSHA, 262-652-0127

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

BUSINESS INFORMATION

Business Name, Address, State, Zip Code and Business Number: CD DVD GAME WAREHOUSE

Building Owner's Name, Home Address, State, Zip Code and Phone Number: BAR KATZ 3175 COMMERCIAL AVE SUITE 100 847-205-1200

Manager or Proprietor of Business, Home Address, State, Zip Code, Phone Number, Email: AMOLCE EISENHART 7515-24th AVE KENOSHA, WI 53143

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 a supply of "Property Transaction Record" forms? Yes No

(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 NON-COMPLIANCE THEREWITH.)

LICENSE REVOCATION

I/We, 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.

Code Ehi

Individual/Partner

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 2nd day of December, 2015.

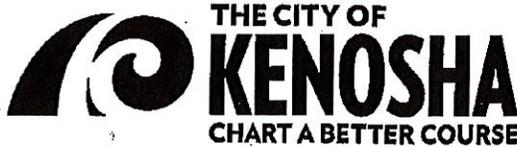
and Glana

Notary Public

My Commission Expires: Nov. 2 2018



E-MAILED NOV 28 2015



106

FILED	11-23-15
INITIALS	JS
ADV/NO ADVERSE	
LP	12/14
CC	12/21
CDI	

SECONDHAND ARTICLE DEALER'S LICENSE (Chapter 13.02, Code of General Ordinances)

Type: 164 Fee: \$100.00/year

Expires: December 31, 2016

The Licensee (applicant) is an individual a partnership a corporation

Licensee Name: Ellen M. Ferwerda (Suburban Ore LLC) District # 2

Trade Name: Suburban Ore Address: 627-58th St., Kenosha, WI 53143

Phone Number: 262-748-7181 Email: emferwerda@gmail.com

If Partnership or Corporation: list name, home address, phone number, & date of birth of all partners/members:

Ellen Ferwerda 7824-5th Ave. Kenosha, WI - 53143

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

BUSINESS INFORMATION

Business Name, Address, State, Zip Code and Business Number: Suburban Ore, 627-58th St., Kenosha, WI 53143

Building Owner's Name, Home Address, State, Zip Code and Phone Number: Dee Marie Swanningson

Manager or Proprietor of Business, Home Address, State, Zip Code, Phone Number, Email: Ellen M. Ferwerda - 7824-5th Ave., Kenosha, WI 53143

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 a supply of "Property Transaction Record" forms? Yes No

(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 NON-COMPLIANCE THEREWITH.)

LICENSE REVOCATION

I/We, 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.

Ellen M. Jambor
Individual/Partner

Partner/Corporate Officer

Ellen M. Jambor
Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 23rd day of November, 2015.

[Signature]
Notary Public
My Commission Expires: 1-13-19





10c

FILED	11/24
INITIALS	MD
ADV	NO ADVERSE
LP	12/14
CC	12/21
CDI	n/a

SECONDHAND ARTICLE DEALER'S LICENSE
(Chapter 13.02, Code of General Ordinances)

Type: 164 Fee: \$100.00/year

Expires: December 31, 2016

The Licensee (applicant) is an individual a partnership a corporation

Licensee Name: JOHN E. RUMBAUGH Grandma's Barn, LLC District # 12

Trade Name: GRANDMAS BARN LLC Address: 7027 SHERIDAN RD

Phone Number: 262-577-5929 Email: GRANDMASBARN@YAHOO.COM

If Individual: list name, home address, phone number, date of birth: _____

If Partnership or Corporation: list name, home address, phone number, & date of birth of all partners/members:

John Rumbaugh, 1520-21st St S3410

262-497-6520 2/16

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

BUSINESS INFORMATION

Business Name, Address, State, Zip Code and Business Number:
GRANDMAS BARN, 7027 SHERIDAN RD, KENOSHA, WI, 53143 262 577-5929

Building Owner's Name, Home Address, State, Zip Code and Phone Number:
CHESTER MIUKOWSKI 5521 - 2 Ave. Unit 2A

Manager or Proprietor of Business, Home Address, State, Zip Code, Phone Number, Email:
GARY MIUKOWSKI John Rumbaugh - see above

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

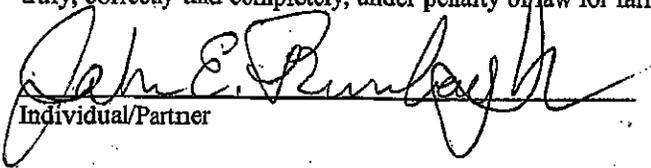
Do you understand that it is your responsibility to obtain a supply of "Property Transaction Record" forms? Yes No

(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 NON-COMPLIANCE THEREWITH.)

LICENSE REVOCATION

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Individual/Partner

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

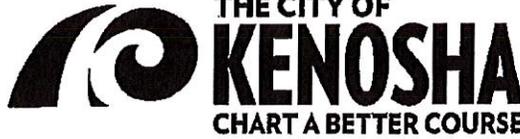
Subscribed and sworn to before me this 24 day of November, 2014.



Notary Public

My Commission Expires: 4-11-17

E-MAILED NOV 23 2015



12a

FILED	11-24-15
INITIALS	RS
ADV/NO ADVERSE	
LP	12/14
CC	12/21
CDI	

SECONDHAND JEWELRY DEALER'S LICENSE
(Chapter 13.02, Code of General Ordinances)

Type: 165 Fee: \$500.00/year

Expires: December 31, 2016

The Licensee (applicant) is an individual a partnership a corporation

Licensee Name: Westown of Kenosha Inc. District # _____

Trade Name: Westown Foods & Liquor Address: 3203 60th St. Kenosha, WI 5314

Phone Number: (262) 654-8021 Email: westown2@sbcglobal.net

If Individual: list name, home address, phone number, date of birth: _____

If Partnership or Corporation: list name, home address, phone number, & date of birth of all partners/members:
Sameer Ali, 4718 Wood Rd, Mt. Pleasant, WI 53403 (262) 497-0238
Hani Ali, 6450 San Marins Dr, Racine, WI 53406, (262) 894-3565

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

BUSINESS INFORMATION

Business Name, Address, State, Zip Code and Business Number:
Westown Foods & Liquor - see above
Westown LLC, c/o Sameer Ali, 4718 Wood Rd Racine, WI 654-8021

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

Manager or Proprietor of Business, Home Address, State, Zip Code, Phone Number, Email:
Same as above: Sameer Ali, Hani Ali

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 a supply of "Property Transaction Record" forms? Yes No

(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 NON-COMPLIANCE THEREWITH.)

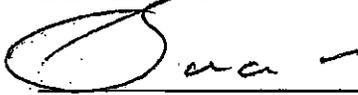
LICENSE REVOCATION

I/We, 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 24th day of November, 2015.



Notary Public

My Commission Expires: 1-13-19

E-MAILED NOV 30 2015

E-MAILED NOV 25 2015



106

FILED	11-30-15
INITIALS	TCS
ADV/NO ADVERSE	
LP	12/14
CC	12/21
CDI	

SECONDHAND JEWELRY DEALER'S LICENSE (Chapter 13.02, Code of General Ordinances)

Type: 165 Fee: \$500.00/year

Expires: December 31, 2016

The Licensee (applicant) is an individual a partnership a corporation

Licensee Name: Gold Diamond + Design Inc District # 16

Trade Name: Gold Diamond + Design Inc Address: 10320 75th St, Ste B, Kenosha, WI 53142

Phone Number: 262-697-0884 Email: golddiamonddesign@siglobal.net

If Individual: list name, home address, phone number, date of birth: _____

If Partnership or Corporation: list name, home address, phone number, & date of birth of all partners/members:

Audrey Langenfeld 3324 13th St Racine WI 53405 262-697-0884

John Langenfeld 3324 13th St Racine WI 53405 262-697-0884

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

BUSINESS INFORMATION

Business Name, Address, State, Zip Code and Business Number:

Gold Diamond + Design 10320 75th St Ste B Kenosha WI 53142 262-697-0884

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

Bryan Kozak 10320 75th St Suite A, Kenosha WI 53142 262-697-8766

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

Bryan Kozak 10320 75th St, Suite A, Kenosha, WI 53142 262-697-8766

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 a supply of "Property Transaction Record" forms? Yes No

(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 NON-COMPLIANCE THEREWITH.)

NOV 23 11 12 AM '15

LICENSE REVOCATION

I/We, 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

Madison Langeland
Corporate Officer/Director

John D. Langfeld
Corporate Officer/Director

Subscribed and sworn to before me this 30th day of November, 2015.

[Signature]
Notary Public
My Commission Expires: 1-13-19

FILED DEC - 1 2015



12

FILED	12-25-15
INITIALS	RS
ADV/NO ADVERSE	
LP	12/14
CC	12/21
CDI	

PAWN BROKER LICENSE
(Chapter 13.02, Code of General Ordinances)

Type: 166 Fee: \$1000.00/year

Expires: December 31, 2016

The Licensee (applicant) is an individual a partnership a corporation

Licensee Name: GNT Financial LLC District # 12

Trade Name: GNT Jewelry and Loan Address: 7944 Sheridan Rd #3 Kenosha WI 53143

Phone Number: 262-653-9200 Email: gntjewelryandloan@gmail.com

If Individual: list name, home address, phone number, date of birth: _____

If Partnership or Corporation: list name, home address, phone number, & date of birth of all partners/members:

Thomas V. Stout 2914 35th St. Kenosha WI 53140 (312) 716-5248

Gregory Langford 2454 Seminole Ct. Riverwoods IL 60015 847-293-7878

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

BUSINESS INFORMATION

Business Name, Address, State, Zip Code and Business Number:
Gnt Jewelry & Loan 7944 Sheridan Rd #3 Kenosha WI 53143 262-653-9200

Building Owner's Name, Home Address, State, Zip Code and Phone Number:
Hyman Coill 6035 Alta Mount Cir Racine WI 53406 414-801-7106

Manager or Proprietor of Business, Home Address, State, Zip Code, Phone Number, Email:
Thomas V. Stout 2914 35th St. Kenosha WI 53140 tstout1000@yahoo.com

GENERAL INFORMATION

Have you attached to this application a Five Hundred (\$500) Dollar Bond, with at least two (2) sureties, for the observation of all City of Kenosha Ordinances relating to pawnbrokers? Yes No

Have you obtained from the City Clerk a current copy of S. 13.02 of the Code of General Ordinances entitled "Pawnbrokers"? Yes No

Do you understand that it is your responsibility to obtain a supply of "Property Transaction Record" forms? Yes No

(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 NON-COMPLIANCE THEREWITH.)

LICENSE REVOCATION

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Thomas J. Blum

Individual/Partner

LLC Partner

Gregory Lagunov

Partner/Corporate Officer

LLC Partner

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 23 day of November, 2015.

Gregory Lagunov

Notary Public

My Commission Expires: 11-01-17

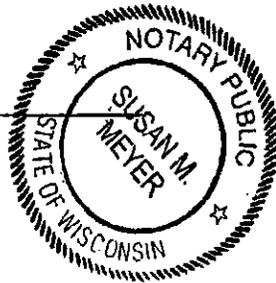


Personally came before me Gregory Lagunov who executed the foregoing and acknowledged the same.

Susan M. Meyer

Notary Public

My Commission Expires: 10-22-19





13

FILED	12/3
INITIALS	mm
ADVERSE/NO ADV	
LP	12/14
CC	12/21

KENOSHA MASSAGE THERAPIST LICENSE
(§13.125 City of Kenosha Code of General Ordinances)

Type: 130 Fee: \$100.00

New Renewal

Dist. 16

Last Name: VALIAUGA First Name: JADUYGA MI: _____
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: F Phone: 262-237-1022
(must be at least 18 years old)

Home Address: 4426 - 45th ave. Kenosha WI 53144
CITY STATE ZIP

Email: vyga_valiauga@yahoo.com
(correspondence will be via email if address is given)

Driver's License or State ID Number _____
STATE NUMBER

Name and address of Business Where License will be used Peace and Harmony for Body
(PLEASE NOTE: license may be utilized in the City of Kenosha only)

Mind and Soul LLC.
Pleasant View Center
Suite 102
11300 75th str.
Kenosha, WI 53142

Attach the Following:

- a. Copy of birth certificate or drivers license check if attached
- b. Certificate from a medical doctor **dated within ninety (90) days of the date of application** providing verification of immunization against Rubella and Hepatitis B and verification of negative results of Tuberculosis through Mantoux PPD Test or chest X-ray. In the case of positive results, there must be a physician's statement that the condition is not contagious. check if attached
- c. Documentation that you graduated from a school providing a minimum of five hundred (500) in-class hours of training in massage therapy in a curriculum approved by or substantially similar to a curriculum approved by the American Massage Therapy Association, the International Myomassethics Federation, Inc., or another National or International professional massage therapy organization which has an approved massage therapy curriculum. check if attached N/A~ renewal
- d. Certificate of Insurance covering the license period or remainder thereof indicating that applicant has a policy of malpractice insurance written by an insurance company licensed to do business in the State of Wisconsin in the minimum amount of One Million (1,000,000.00) Dollars in coverage per person. check if attached
- e. Attach "Applicants Report of Police Record". check if attached

Have you obtained from the City Clerk a current copy of §13.125 of the Code of General Ordinances entitled "Massage Therapists"? Yes No (PLEASE NOTE: YOU ARE RESPONSIBLE FOR KNOWING AND ABIDING BY THE CONTENTS THEREOF AND YOUR LICENSE/PERMIT MAY BE SUSPENDED OR REVOKED AND/OR YOU MAY BE SUBJECT TO A CIVIL FORFEITURE FOR NONCOMPLIANCE THEREWITH.)

Have you ever previously applied for and been denied the license herein applied for? Yes No

If yes, explain:

Do you understand that after filing this application with the City Clerk, you must go to the Safety Building at 1000-55th Street, to have your picture taken, Monday through Friday between the hours of 1:00 and 3:00 p.m. ONLY? Yes No

According to Section 13.25 H., Required Abbreviations and Titles In Advertising: (Unless licensed by the State of Wisconsin), Licensed Massage Therapists shall, in their advertisements within the City of Kenosha, use one of the following: "Kenosha LMT" or "Kenosha Licensed Massage Therapist".

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

Applicant's Signature: J. T. Aivouga Date: 11-30-15

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

In The Matter Of:

**The Class “B” Beer/“Class B” Liquor License of Kenosha Midnight, Inc.,
d/b/a Kenosha Midnight, Samhan Samhan, Agent**

Findings of Fact, Conclusions of Law and Recommendation

The Complaint of the City Clerk/Treasurer for the City of Kenosha seeking the suspension or revocation of the above captioned license came before the License and Permit Committee on November 30, 2015.

The members of the Licensing/Permit Committee present for the hearing on November 30, 2015, were Chairman Curt Wilson, Patrick Juliana, David Bogdala, G. John Ruffolo, and Kurt Wicklund.

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’s agent, Samhan Samhan appeared.

NOW THEREFORE, based on the facts alleged in the Complaint, the arguments of counsel for the City, and the discussion by the members of the Licensing/Permit Committee, the Licensing/Permit Committee of the Common Council of the City of Kenosha makes the following Findings of Fact, Conclusions of Law and Recommendation:

FINDINGS OF FACT

1. Samhan Samhan, agent of Kenosha Midnight, Inc. d/b/a Kenosha Midnight, hereinafter “Licensee”, at all times mentioned herein, was and is an adult resident of the City of

Franklin, Wisconsin, and as of April 10, 2015, resided at 4004 W. Lakeview Drive, Franklin, Wisconsin;

2. Licensee was initially granted a Class “B” Beer/“Class B” Liquor Combination License, hereinafter “License”, by the Common Council for the City of Kenosha, Wisconsin, hereinafter referred to as “Council”, on February 27, 2012, pursuant to Chapter 10 of the Code of General Ordinances of the City of Kenosha, Wisconsin;

3. The Licensee has filed renewal applications for each successive year with its most recent renewal application for renewal of the Class “B” Beer/“Class B” Liquor Combination License dated April 10, 2015, for the licensing period beginning on July 1, 2015 and concluding on June 30, 2016.

4. The Licensee had its Class “B” Beer/“Class B” Liquor Combination License renewed by Council on May 18, 2015, subject to a nonrenewal revocation hearing;

5. That Licensee was assessed twenty-five (25) demerit points based upon citations issued to Licensee and Licensee's employee, Danielle Audi, 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., of the Code of General Ordinances, said violation having occurred on March 20, 2014, resulting with a conviction of Licensee's employee in the City of Kenosha Municipal Court on May 6, 2014;

6. That Licensee was assessed five (5) demerit points based upon a citation issued to Licensee for Operation Without an Amusement Device License, contrary to Section 12.001 of the Code of General Ordinances, pursuant to Sections 10.063 D.1., 10.063 D.6., of the Code of General Ordinances, said violation having occurred on May 1, 2014, resulting with a conviction of Licensee in the City of Kenosha Municipal Court on July 11, 2014;

7. That Licensee was assessed fifty (50) demerit points based upon citations issued to Licensee and Licensee's employee, Roland Garza, 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. and 10.063 D.8., of the Code of General Ordinances, said violation having occurred on July 28, 2014, resulting with a conviction of Licensee's employee in the City of Kenosha Municipal Court on October 7, 2014;

8. That Licensee was assessed twenty (20) demerit points based upon a citation issued to Licensee and Licensee's employee, Mahdi Samhan, for Sale of Alcohol Without a Licensed Person on Premises, contrary to Wisconsin Statute §125.32(2), pursuant to Sections 10.063 D.1. and 10.063 D.6., of the Code of General Ordinances, said violation having occurred on July 16, 2015, with a conviction of Licensee's employee in the Municipal Court for the City of Kenosha on August 19, 2015;

9. That Licensee was assessed twenty (20) demerit points pursuant to Sections 10.063 D.1. and 10.063 D.6., of the Code of General Ordinances based upon submission of a renewal application which was untrue, incorrect and/or incomplete contrary to Section 1.22 A. of the Code of General Ordinances, to wit: Licensee failed to identify the violation for Operating Without an Amusement Device License described herein on Licensee's renewal application.

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

CONCLUSIONS OF LAW

11. 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 nonrenewal, revocation or suspension of said License held by Licensee, as determined by Council.

RECOMMENDATION

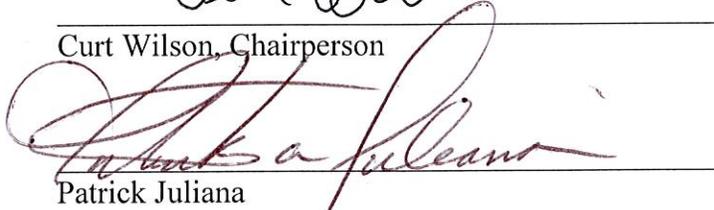
Based on the allegations of the Complaint, the evidence and testimony received at the hearing, the arguments of Counsel for the City of Kenosha, the discussions by the members of the Licensing/Permit Committee, and the Findings of Fact and Conclusions of Law set forth above, the Licensing/Permit Committee recommends to the Common Council, by a vote of 4-1, that the Class "B" Beer/ "Class B" Liquor License of Kenosha Midnight, Inc., be suspended for a period of thirty (30) consecutive days and be reinstated with seventy-five (75) demerit points.

Dated at Kenosha, Wisconsin, on this 14th day of December, 2015.

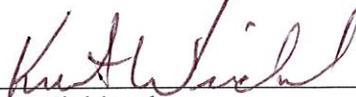
LICENSING/PERMIT COMMITTEE



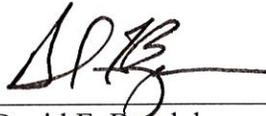
Curt Wilson, Chairperson



Patrick Juliana



Kurt Wicklund



David F. Bogdala



G. John Ruffolo

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

In The Matter Of:

**The Class “B” Beer/“Class B” Liquor License of Antonio’s Pizza & Pasta, LLC,
d/b/a Snapfire Grill & Pub, Dale Rice, Agent**

Findings of Fact, Conclusions of Law and Recommendation

The Complaint of the City Clerk/Treasurer for the City of Kenosha seeking the suspension or revocation of the above captioned license came before the License and Permit Committee on November 30, 2015.

The members of the Licensing/Permit Committee present for the hearing on November 30, 2015, were Chairman Curt Wilson, Patrick Juliana, David Bogdala, G. John Ruffolo, and Kurt Wicklund.

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’s agent did not appear.

NOW THEREFORE, based on the facts alleged in the Complaint, the arguments of counsel for the City, and the discussion by the members of the Licensing/Permit Committee, the Licensing/Permit Committee of the Common Council of the City of Kenosha makes the following Findings of Fact, Conclusions of Law and Recommendation:

FINDINGS OF FACT

1. At all times relevant herein, Antonio’s Pizza & Pasta, LLC, d/b/a Snapfire Grill & Pub, hereinafter “Licensee”, was a business entity organized under the laws of the State of

Wisconsin with a place of business located at 2410 52nd Street, Kenosha, Wisconsin;

2. That Dale Rice, hereinafter “Agent”, is the named agent on the City of Kenosha Alcohol Beverage License Application, and was at all times relevant herein, an adult resident of the Town of Mt. Pleasant, Wisconsin, and as of May 15, 2015, resided at 8221 65th Ave., Kenosha, Wisconsin 53142;

3. Licensee was initially granted a Class “B” Beer/“Class B” Liquor License, hereinafter “License”, by the Common Council for the City of Kenosha, Wisconsin, hereinafter “Council”, on January 16, 2009, without being subject to demerit points;

4. That the License was granted by the Common Council for the City of Kenosha to the Licensee for the premises located at 2410 52nd Street, City of Kenosha, Wisconsin;

5. That the Licensee’s License was renewed by the Council on June 1, 2015, for the licensing term commencing on July 1, 2015 and concluding on June 30, 2016;

6. That the Licensee has not been legally open for business at any time with stock and equipment at the licensed premises from August 1, 2015, through November 15, 2015, a period of more than ninety (90) consecutive days;

7. That the Licensee has failed to appear before the Licensing/Permit Committee at any meeting and has not completed an application for extension of time to maintain this License, despite written notice and request;

CONCLUSIONS OF LAW

8. That the Licensee has not been legally open for business with stock and equipment for a period of more than ninety (90) consecutive days subjects the License to a suspension or revocation by the Common Council for the City of Kenosha after public hearing pursuant to Section 10.05 G.

RECOMMENDATION

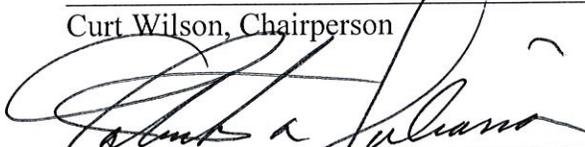
Based on the allegations of the Complaint, the evidence and testimony received at the hearing, the arguments of Counsel for the City of Kenosha, the discussions by the members of the Licensing/Permit Committee, and the Findings of Fact and Conclusions of Law set forth above, the Licensing/Permit Committee recommends to the Common Council, by a vote of 5-0, that the Class "B" Beer/"Class B" Liquor License of Antonio's Pizza & Pasta, LLC, be revoked.

Dated at Kenosha, Wisconsin, on this 14th day of December, 2015.

LICENSING/PERMIT COMMITTEE



Curt Wilson, Chairperson



Patrick Juliana



Kurt Wicklund



David F. Bogdala



G. John Buffolo

ORDINANCE NO.

SPONSOR: ALDERPERSON JACK ROSE

**TO REPEAL AND RECREATE SUBSECTION 1.06 Y. OF THE
CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA
ENTITLED KENOSHA HOMETOWN HEROES COMMISSION.**

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

Section One: Subsection 1.06 Y. of the Code of General Ordinances for the City of

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

Y. Kenosha Hometown Heroes Commission.

1. Title. There is hereby created the "Kenosha Hometown Heroes Commission".

2. Purpose. Every year men and women of the City of Kenosha proudly serve in our military, preserving the freedoms and democracy that our country provides. The purpose of the Commission shall be to identify and recognize as Hometown Heroes, worthy men and women who have served or are currently serving in the United States Armed Forces who were born in, currently reside in or have previously resided for ten (10) years or more at anytime, in the City of Kenosha, Wisconsin.

3. Members. There shall be seven (7) members: one (1) shall be an alderperson, with preference given to an alderperson who is a veteran of the United States Armed Forces when possible, six (6) shall be ~~adult residents of the City of Kenosha~~citizens, four (4) of ~~which~~whom shall be veterans of the United States Armed Forces. All members shall be appointed by the Mayor and confirmed by the Common Council.

4. Term. The term of the members shall be two (2) years commencing on September 1. The terms shall be staggered and the initial term will be September 1, 2014, shall be as follows: One (1) member who is an alderperson shall serve for two (2) years; three (3) citizens, two (2) of which are veterans shall serve for two (2) years; three (3) citizens, two (2) of which are veterans shall serve one (1) year. There shall be no limit on the number of consecutive terms of members.

5. Officers. The Mayor shall appoint a chairperson and the Commission shall elect a vice-chairperson from its members. The Mayor may appoint a City employee to act as secretary for the Commission at no additional compensation to be paid to said employee other than compensatory time off unless such compensation is authorized in advance by the Common Council.

6. By-Laws. The Commission may, from time to time, adopt bylaws and rules of procedure fixing the time and place of meeting, prescribing the manner of keeping records and treating other matters.

7. Duties. a. ~~To comprise a list of Kenosha's Hometown Heroes.~~

ba. To review nominations provided by the public to identify Kenosha's Hometown Heroes who will be recognized quarterly at regular meeting of the Common Council.

eb. To select a Hometown Hero of the year and recognize that person at the last regular meeting of the Common Council of the ~~ea~~~~lender~~~~calendar~~ year in which they are selected.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



Thursday, December 10, 2015 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

Zoning Ordinance by the Mayor - To Rezone property at 9407 38th Street from *A-2 Agricultural Land Holding District* to *IP Institutional Park District* in conformance with Section 10.02 of the Zoning Ordinance. (Harpe) (District 16) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Johnson, District 16, has been notified. Property owners within 100 feet of the proposed rezoning were notified. The Common Council is the final review authority.

LOCATION AND ANALYSIS:

Vicinity Zoning/Land Use

Site: 9407 38th Street

North: Town of Somers/Agricultural

South: IP Institutional Park District/Kenosha Airport

East: Town of Somers, IP Institutional Park District/Tavern, Kenosha Airport

West: IP Institutional Park District/Kenosha Airport

1. The owner of the property is requesting to rezone the property from *A-2 Agricultural Land Holding District* to *IP Institutional Park District*. The purpose of the rezoning is to permit the Land Division into two (2) parcels, one (1) parcel will be acquired by the City of Kenosha and the other to be retained for personal use.
2. The property is currently in the Town of Somers. An Attachment Petition has been filed and must be approved by the Common Council in conjunction with the Rezoning. The owner has existing buildings on the property which will remain.
3. Rezoning of the property to *IP Institutional Park District* is consistent with the adopted Comprehensive Plan for the City of Kenosha: 2035. which designates this site as *Transportation, Communication & Utility*.
4. The final development will be required to be in compliance with the applicable City and State Ordinances, Codes and development standards. Any new business in the building must obtain an Occupancy Permit and possibly a Conditional Use Permit, depending on the proposed use.

RECOMMENDATION:

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


PaPhouala Vang, Land Use Planner


Jeffrey B. Labahn, Director

/u2/acct/ep/ckays/1CPC/2015/DEC10/5Staff-rezone-Harpe.doc

REZONING ORDINANCE NO. _____

SPONSOR: THE MAYOR

To Rezone Property at 9407 38th Street from A-2 Agriculture Land Holding District to IP Institutional Park District in Conformance with Section 10.02 of the Zoning Ordinance. (Harpe) (District #16)

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. Z11-15 be, and the same hereby is, zoned and districted as indicated on said map.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

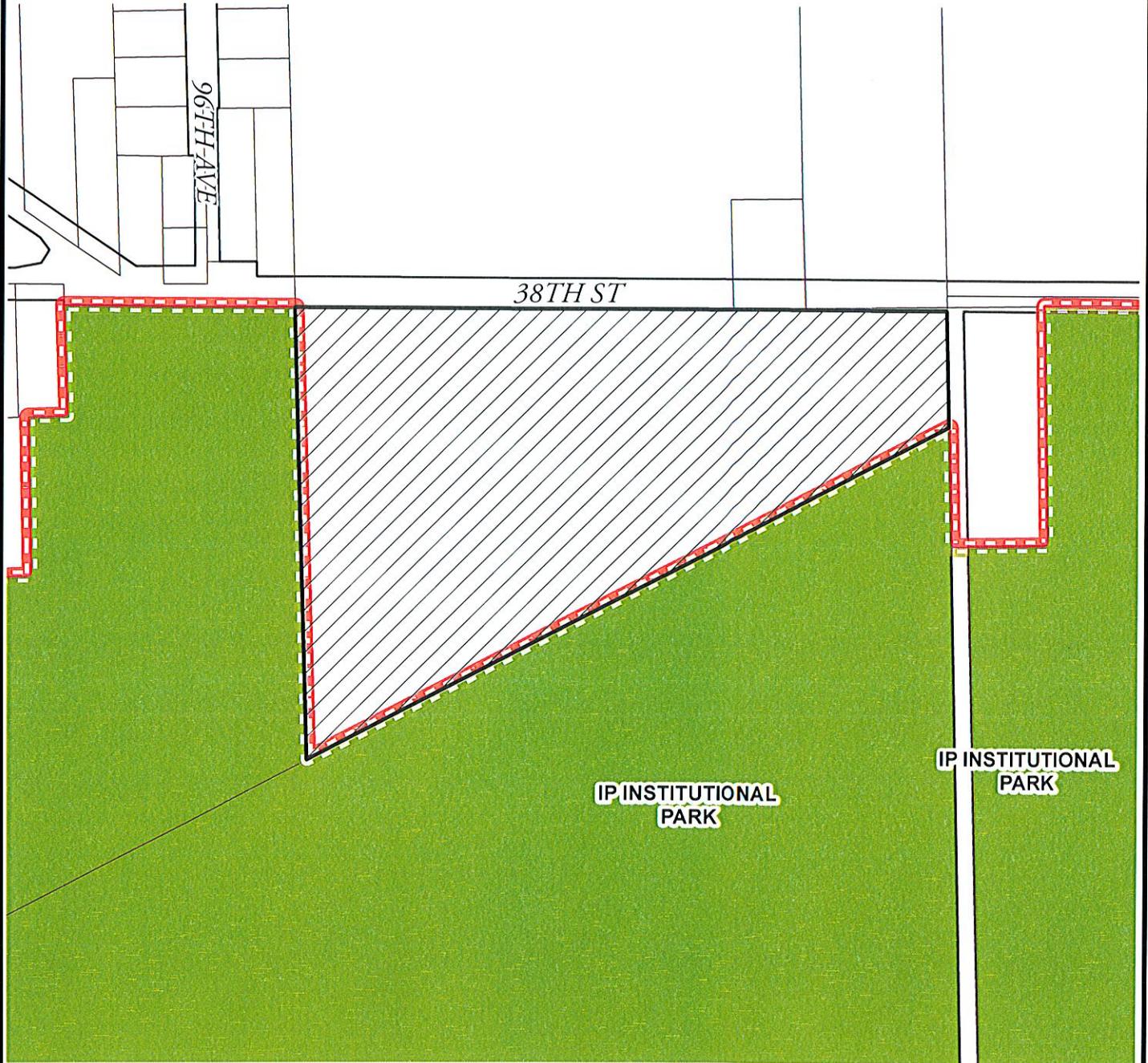
Drafted by:
JONATHAN A. MULLIGAN
Assistant City Attorney

City of Kenosha

District Map
Rezoning

Supplement No. Z11-15
Ordinance No. _____

Harpe petition



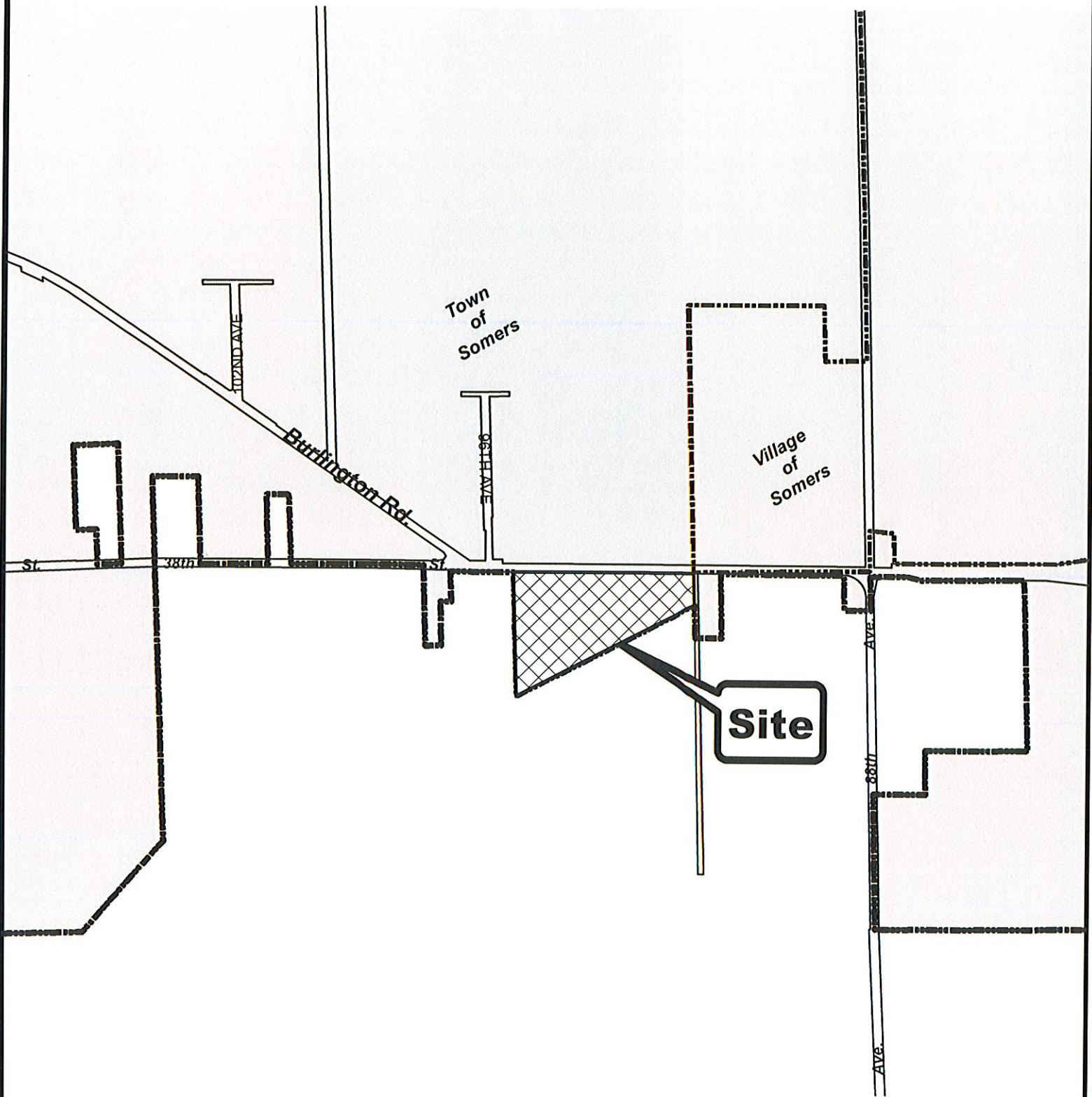
Property Requested to be Rezoned from:

 A-2 Agricultural Land Holding to IP Institutional Park



City of Kenosha

Vicinity Map Harpe rezoning



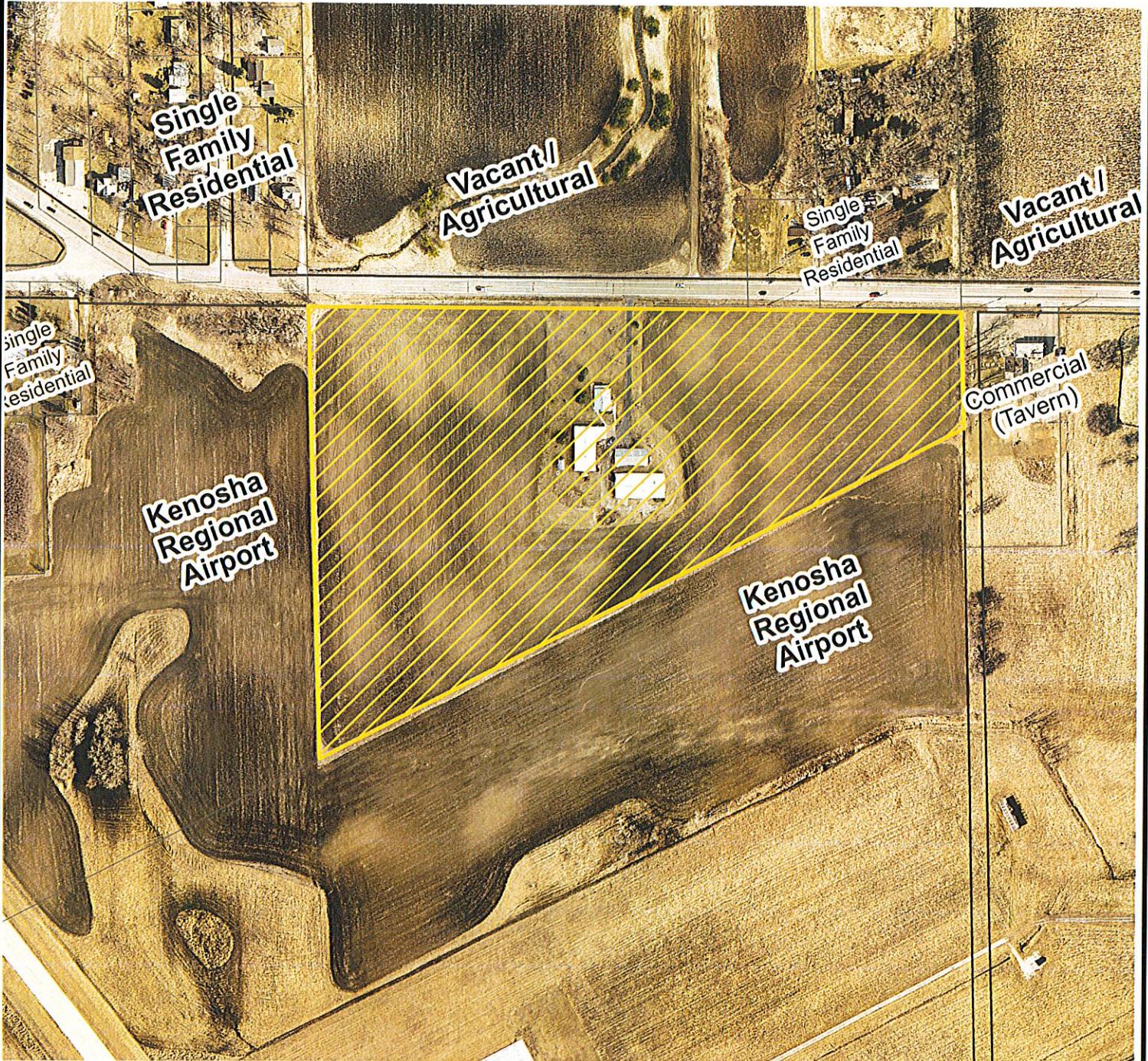
Property requested to be rezoned



0 1,000
December 21, 2015 Pg. 72
Feet

City of Kenosha

Land Use Map
Harpe Rezoning



 Property Requested to be Rezoned



0 300


From the Desk of Dustin Harpe

The Honorable Mayor
And Members of the Common Council
City of Kenosha

Dear Members of the Common Council:

It is requested that my property located at 9407 38th St, tax ID 80-4-222-294-0110, be rezoned from Agricultural to Institutional Park. The purpose of this rezoning is to permit the land division into 2 parcels, 1-15.002 acre parcel to be acquired by the City of Kenosha and the other 2.82 acre parcel to be retained for my personal use.

Attached is a Certified Survey Map depicting the 2 parcels and the Common Council approved "Option to Purchase".

Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to Dustin Harpe, at 8501 75th st suite H Kenosha WI 53142. I can be reached at 262-694-1677 if there are any questions regarding my request for the rezoning.

Sincerely,



Dustin Harpe

**Development Review Application
City of Kenosha, Wisconsin**

MAILING INFORMATION

NAME OF PROJECT: HARPE TO CITY OF KENOSHA (9407 38th Street)

Check one (1) of the following boxes to indicate the recipient of all correspondence:

<input checked="" type="radio"/>	Name and Address of Applicant [Please print]: <u>DUSTIN HARPE</u> <u>8501 75th St Suite H</u> <u>KENOSHA WI 53142</u>	Phone: <u>262-694-1677</u> Fax: <u>262-694-1682</u> E-Mail: <u>SALES@HARPEDEVELOPMENT.COM</u>
<input type="radio"/>	Name and Address of Architect/Engineer [Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____
<input type="radio"/>	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): _____

TYPE OF LAND DEVELOPMENT

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

<input checked="" type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input checked="" 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

December 21, 2015 Pg. 75

**SECTION 1
CERTIFIED SURVEY MAP**

Additional Information Required:	Number of Lots: <u>2</u> Zoning District: <u>AG</u> Proposed Zoning Change, if any: <u>IP</u>
Submittal Requirements:	<ul style="list-style-type: none"> ➤ Ten (10) copies of Certified Survey Map (Applicant to keep original) ➤ Four (4) copies of Drainage Plan (when required) ➤ Signed Checklist below
Fees:	<ul style="list-style-type: none"> ➤ 2-Lot Certified Survey Map = \$750 ➤ 3-Lot Certified Survey Map = \$800 ➤ 4-Lot Certified Survey Map = \$850 ➤ With a Developer's Agreement = \$1,500 ➤ Re-submittals = \$400 <p>Miscellaneous fees</p> <ul style="list-style-type: none"> ➤ All special assessments and taxes shall be paid prior to recording. The Department of Community Development and Inspections will record the map with the Kenosha County Register of Deeds and recording fees shall be paid at that time by the applicant.
Park Fees:	<ul style="list-style-type: none"> ➤ Five percent (5%) of the value of the property, but not less than \$1,415 per lot. Note that park fees are only collected for residentially-zoned property and are due at the time of acquiring building permits. The City may require dedication of the land in lieu of fee.
Appendices to Review:	<ul style="list-style-type: none"> ➤ D, E, F and G
Approximate Review Time:	<ul style="list-style-type: none"> ➤ 45 - 60 days (Reviewed by City Plan Commission, Public Works Committee and Common Council)

The land division will be reviewed for compliance with Chapters 17 and 35 of the City Code of General Ordinances, City Zoning Ordinance, any neighborhood or master land use plans for the area, and Chapter 236 of the Wisconsin State Statutes.

The applicant shall be responsible for the costs of project engineering, design, construction, and inspection as follows (when applicable):

1. The applicant is responsible for installing all improvements and infrastructure, including but not limited to, utilities (water, sanitary and storm sewer), oversizing of utilities, sidewalks, streets, street lights and signs, retention/detention basins, street trees, etc.
2. The applicant is responsible for any off-site improvements for the development, including but not limited to, traffic signals and signs, median openings, and street improvements/widening.
3. Payment of inspection and engineering services performed by the City and Kenosha Water Utility for the project.
4. Applicant responsible for posting of all required assurance to cover required improvements.

Checklist to be completed and signed:

- Scale and north arrow
- Scale of plans less than or equal to 1" = 100'
- Date of original and revisions noted
- Certification from surveyor that Plat complies with Chapter 17
- Reproducible paper less than 36" in width
- Location of all existing structures and first floor elevations
- Location of utility and drainage easements
- Exact length and bearing of the centerline of all streets
- Exact street width along the line of any obliquely intersecting street
- Railway rights-of-way within and abutting the plat
- Location and size of all lands to be dedicated for public use (when required)
- Comprehensive drainage plan
- Special restrictions relating to access control, planting strips, restrictive yard requirements, etc. (when required)
- Major street setback or WisDOT setbacks (if applicable)
- Map shows entirety of all parcels in proposed certified survey map

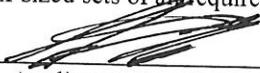
Checklist to be completed and signed:

- Floodplain limits of the 100 year recurrence interval flood
- Location of any wetlands, shoreland, or other environmental areas (if applicable)

Plans to be submitted (when applicable)

- Street plans and profiles
- Sanitary sewer plans and profiles
- Storm sewer plans
- Grading/drainage plans
- Water main plans and profiles
- Erosion control plans
- Landscape plans

I hereby certify that I have reviewed the City ordinances and provided ten (10) full-sized sets of all required information.


 Applicant's Signature

**SECTION 9
REZONING**

Additional Information Required:

Current Zoning District: AG

Proposed Zoning District: IP

Proposed Type of Rezoning: (Check all applicable)

- Single-family Residential
- Two-family Residential
- Multi-family Residential (3 or more units)
- Institutional, Commercial or Industrial

Submittal Requirements:

- 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:

- Rezoning Fee = \$550 (For projects that *do not* require building and site development plans) OR
- Rezoning with Concept Plan = \$1,150 (For projects that require building and site development plans)

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.

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:

- 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.

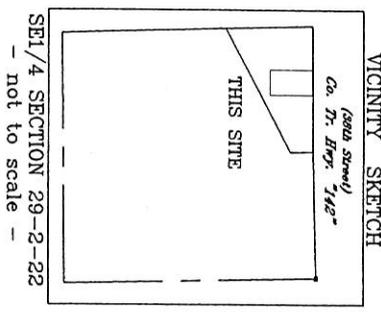
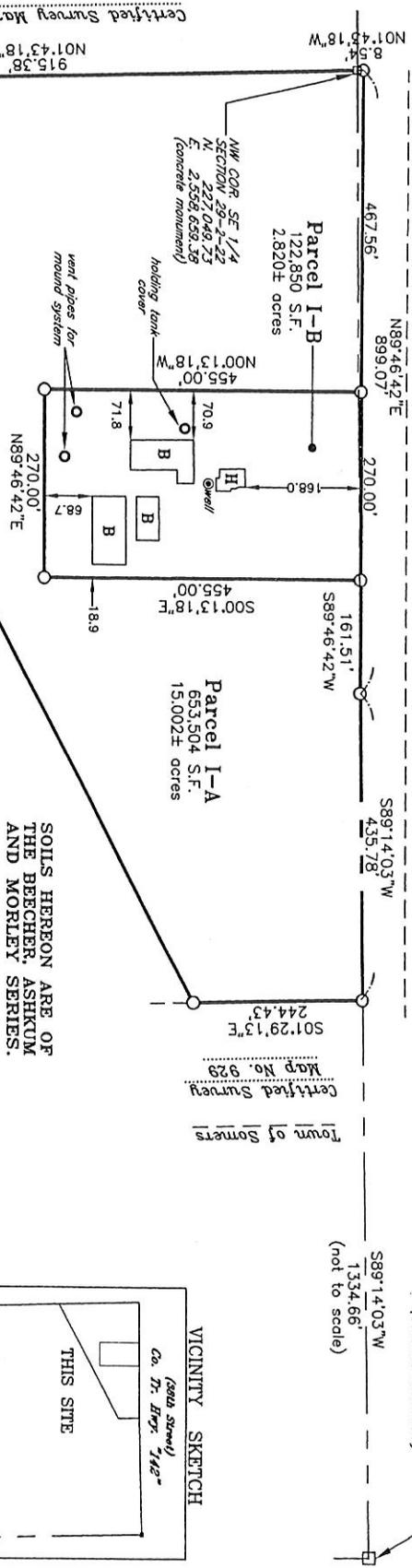
Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to *(list one name only)* at *(address)*. I can be reached at *(phone number)* if there are any questions regarding my request for the rezoning.

Sincerely,

Current Property Owner

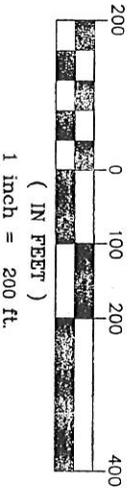
denotes 1" x 2' iron pipe
(weight: 1.13 lbs per foot)

(38th Street)
St. Tr. Hwy. "142"



Bearings refer to grid north, state plane coordinate system south zone.

GRAPHIC SCALE



WISCONSIN REGISTERED LAND SURVEYOR
JEFFREY K. RAMPART (S-2141)
Dated: November 16, 2015.

CERTIFIED SURVEY MAP

OWNER/SUBDIVIDER
Dustin Harpe

in SE 1/4 Section 29-2-22
CITY OF KENOSHA
KENOSHA COUNTY, WIS.

ORDINANCE NO. _____

BY: COMMITTEE ON PUBLIC SAFETY AND WELFARE

TO AMEND SECTION 7.12 B OF THE CODE OF GENERAL ORDINANCES TO INCLUDE AN ALL WAY STOP AT THE INTERSECTION OF 60th AVENUE AND 80th STREET. [District 14]

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

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

B. All vehicles shall stop before entering the intersections of:
60th Avenue and 80th Street.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



Existing Traffic Control Map Near the Intersection of 80th Street and 60th Avenue



1 inch = 300 feet
Date Printed: 6/23/2015



DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

ORDINANCE NO. _____

BY: COMMITTEE ON PUBLIC SAFETY AND WELFARE

TO AMEND SECTION 7.125 OF THE CODE OF GENERAL ORDINANCES ENTITLED, "STREETS CONTROLLED BY YIELD SIGNS" TO INCLUDE A WEST BOUND YIELD SIGN ON 78th STREET BEFORE ENTERING THE INTERSECTION WITH 70th AVENUE [District 14]

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

Section One: Section 7.125 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is amended by including therein "78th Street" in Column A and "70th Avenue" in Column B.

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

ATTEST: _____ City Clerk
Debra L. Salas

APPROVED: _____ Mayor Date: _____
Keith G. Bosman

Passed:

Published:

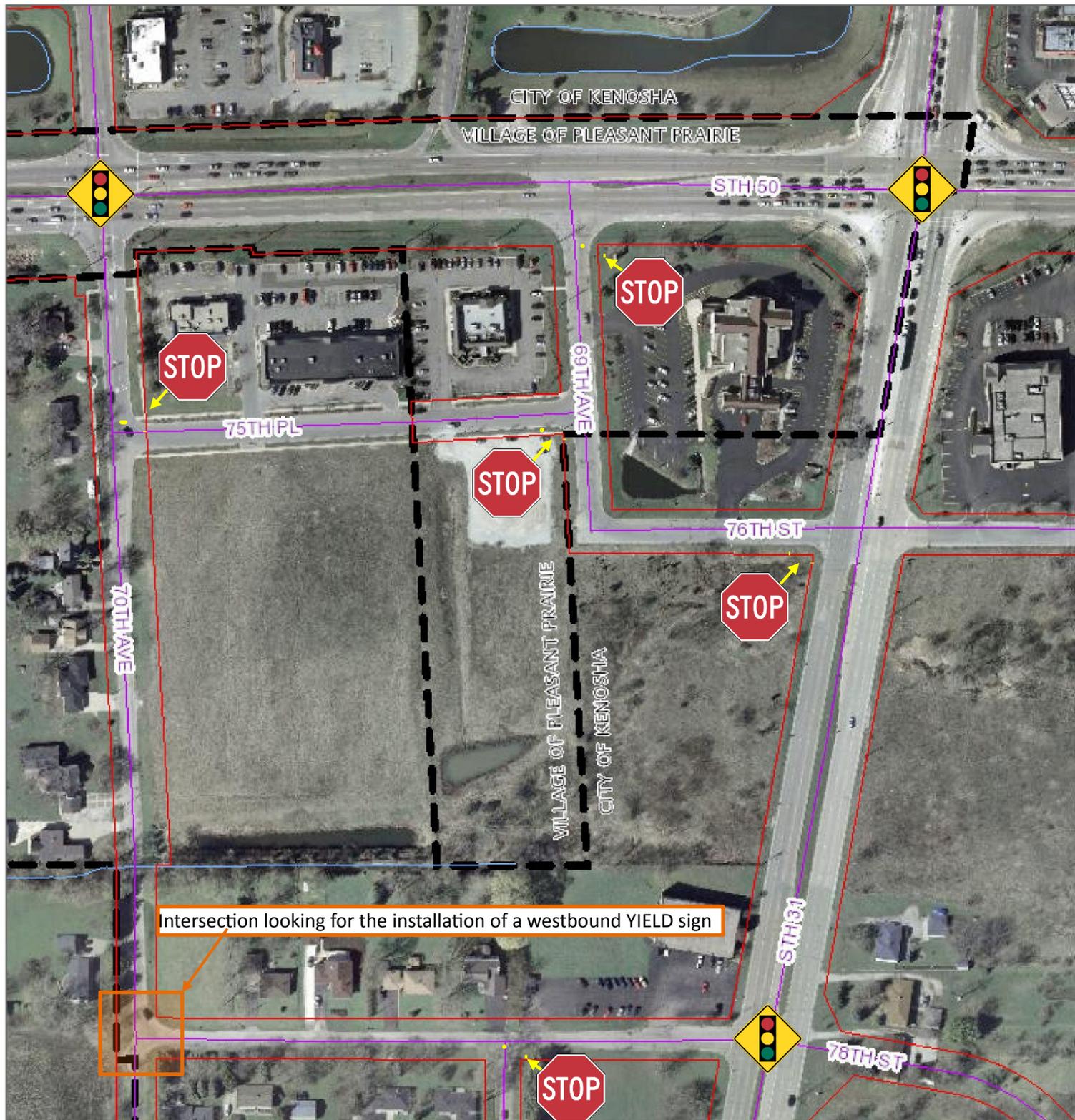
Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



Existing Traffic Control Map Near the Intersection of 70th Avenue and 78th Street



1 inch = 200 feet
Date Printed: 6/24/2015



DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

ORDINANCE NO.

SPONSOR: ALDERPERSON CURT WILSON
CO-SPONSOR: ALDERPERSON DAVE PAFF

TO REPEAL AND RECREATE THE DEFINITION OF “RESPONSIBLE PERSON” IN CHAPTER XVI OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA

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

Section One: The definition of Responsible Person in Chapter 16 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

Responsible Person. The owner, operator or manager of any structure or premises. The term “Responsible Person” includes the mortgagee or land contract vendor if the structure or premises is subject to a registration requirement under Chapter 28. The term “Responsible Person” does not include the City, holders of mortgages subordinate to other mortgages, or holders of mechanics' liens, utility liens, special assessments, special charges, or tax delinquencies, against the real estate that includes the structure or premises.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ATTACHMENT AND ZONING DISTRICT CLASSIFICATION ORDINANCE
Under Section 66.0307, Wisconsin Statutes,
City of Kenosha/Town of Somers
State Approved Cooperative Plan

Parcel No(s): 80-4-222-294-0110

Located at: 9407 38th Street

Town of Somers
[Harpe, Property Owner]

ORDINANCE NO. _____

BY: THE MAYOR

Attaching to the City of Kenosha, Wisconsin, territory in the Town of Somers, Kenosha County, Wisconsin, and providing zoning district classifications under Section 66.0307, Wisconsin Statutes, City of Kenosha/Town of Somers State Approved Cooperative Plan:

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

Section One: **Territory Attached.** In accordance with City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005, the territory in the Town of Somers, Kenosha County, Wisconsin, with an associated population of one (1), 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 December 21, 2015, 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: Connection To City Utilities. The territory described in Section One shall, by submission of the Attachment Petition, require connection of existing and any future habitable buildings to municipal water and sewer, within the time limits established by Chapter 32 of the Code of General Ordinances for the City of Kenosha, Wisconsin.

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 become effective upon passage and publication, as provided by law.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

EXHIBIT A

***Harpe Legal Description
Property at 9407 38th Street
Parcel #80-4-222-294-0110***

Exhibit drawing of land to be annexed by the CITY OF KENOSHA, being Lot 1 of Certified Survey Map Number 928, a parcel of land located in the West 1/2 of the Southeast 1/4 of Section 29, Town 2 North, Range 22 East, in the Town of Somers, County of Kenosha, State of Wisconsin, more fully described as follows:

Commencing at the East 1/4 corner of said Section 29; thence S89°14'03"W, along the North line of said 1/4, 1334.66 feet, to the Point of Beginning; thence S01°29'13"E, along the East line of the West 1/2 of said Southeast 1/4, 244.43 feet; thence S62°20'13"W 1482.89 feet; thence N01°43'18"W, along the West line of said Southeast 1/4 915.38 feet to the Center of said Section 29; thence continuing N01°43'18"W, 8.54 feet, to the South right-of-way line of Highway "S"; thence N89°46'42"E, along and upon the South line of said Highway, 899.07 feet; thence N89°14'03"E, along the North line of the Southeast 1/4, 435.78 feet, to the Point of Beginning. Subject to a public road right-of-way on the North.

Thursday, November 19, 2015 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

Zoning Ordinance by the Mayor - To Repeal and Recreate Subparagraph 4.06 B. 22. A. of the Zoning Ordinance Regarding Large Scale Commercial Development in the B-2, B-3 and B-4 Districts To Enable Additional Such Developments With Limitations. PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

The Common Council is the final review authority.

LOCATION AND ANALYSIS:

Site: City-Wide

1. On May 7, 2007, the City adopted a Zoning Ordinance Amendment creating criteria for large-scale commercial developments, defined as "a commercial development which contains building(s) exceeding two hundred thousand (200,000 s.f.) square feet of total building area, and/or a single building or individual tenant space exceeding one hundred thousand (100,000 s.f.) square feet of building in area."
2. The Zoning Ordinance that was adopted includes certain geographical requirements that need to be met to construct a large-scale commercial development. Those requirements include:
 - a. A large-scale commercial development could be constructed on a properly zoned lot located west of STH 31. (Lowe's)
 - b. A large-scale commercial development could be constructed on a properly zoned lot that abuts the east right-of-way line of STH 31. (Meijer)
 - c. For any site located east of STH 31 (not abutting STH 31), an existing commercial development that meets the definition of a large-scale commercial development could be razed and rebuilt to the same amount of square footage prior to the raze.
3. The proposed Zoning Ordinance Amendment would keep those same three (3) geographical criteria and would add a fourth criteria. The criteria would allow a properly zoned property that abuts a State Trunk Highway, regardless of location, to construct a building or group of buildings that does not exceed one hundred fifty thousand (150,000 s.f.) square feet. Current State Trunk Highways in the City include STH 31 (Green Bay Road), STH 32 (Sheridan Road), STH 50 (75th Street/Roosevelt Road/63rd Street) and STH 158 (52nd Street).
4. All other requirements of the current Zoning Ordinance are proposed to remain.

RECOMMENDATION:

A recommendation is made to approve the proposed Zoning Ordinance Amendment.



Brian Wilke, Development Coordinator



Jeffrey B. Labahn, Director

ORDINANCE NO. _____

SPONSOR: MAYOR

TO REPEAL AND RECREATE SUBPARAGRAPH 4.06 B. 22. a. OF THE ZONING ORDINANCE REGARDING LARGE SCALE COMMERCIAL DEVELOPMENT IN THE B-2, B-3 AND B-4 DISTRICTS TO ENABLE ADDITIONAL SUCH DEVELOPMENTS WITH LIMITATIONS.

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

Section One: Subparagraph 4.06 B. 22. a. of the Zoning Ordinance for the

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

22. Large Scale Commercial Development in the B-2, B-3 and B-4 Districts. Unless otherwise approved by the Review Authority, Large Scale Commercial Development shall comply with the following additional requirements:

a. Size and Location. One of the following criteria shall be met:

(1) The property is located west of the centerline of State Trunk Highway 31, which is also known as (STH "31") (Green Bay Road); or,

(2) The property abuts the east right-of-way line of State Trunk Highway 31 ~~(STH "31") (Green Bay Road);~~ or,

(3) The property is located east of the centerline of State Trunk Highway 31 (STH "31") (Green Bay Road), and has an existing building of at least one hundred thousand ~~(100,000)~~-square feet (100,000 ft²) ~~or greater,~~ or a group of buildings with a total square footage of at least two hundred thousand ~~(200,000)~~-square feet (200,000 ft²) ~~or greater.~~ New development shall only occur on the site if one of the following occurs:

(a) Existing buildings on the site are razed. New buildings shall not exceed the total square footage of razed buildings; or,

(b) Platted lots may be developed or redeveloped with a freestanding building provided the new building or the existing building with a new addition does not exceed one hundred thousand ~~(100,000)~~-square feet (100,000 ft²), and the total square footage of all buildings within the site do not exceed two hundred thousand ~~(200,000)~~ square feet (200,000 ft²). If the combined total building square footage on an outlot is less than ten thousand ~~(10,000)~~ square feet (10,000 ft²), the square footage shall not be counted towards the two hundred thousand ~~(200,000)~~-square foot (200,000 ft²) building site limit.

(4) The property abuts the right of way of a state trunk highway, and the new building or group of buildings on the property does not exceed one hundred fifty thousand square feet (150,000 ft²).

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

Thursday, December 10, 2015 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

Resolution by the Mayor - To Approve a Two-Lot Certified Survey Map for property at 9407 38th Street.
(Harpe) (District 16) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Johnson, District 16, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

LOCATION AND ANALYSIS:

Site: 9407 38th Street

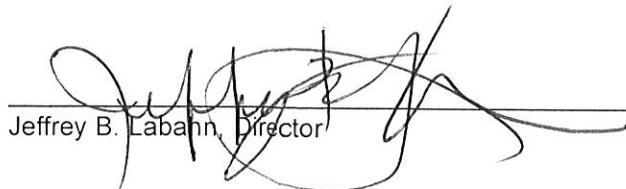
1. The applicant is proposing to divide the existing property into two (2) parcels.
 - a. Parcel I-A would be sold to the City of Kenosha for airport use.
 - b. Parcel I-B would remain as is.The current owner intends to rent out the existing residence and use the outbuildings for storage. At some time in the future, that land may be sold to the City for future airport use.
2. The property is currently in the Town of Somers. An Attachment Petition has been filed and must be approved by the Common Council in conjunction with the Land Division.
3. The applicant also submitted a Petition to rezone (previous agenda item) the property to *IP Institutional Park District*. The IP zoning would allow for airport uses as well as continuance of the existing residential use.
4. The Certified Survey Map was sent to City Departments for their review. Their comments are included in the attached Resolution.
5. The Certified Survey Map generally complies with Chapter 17 of the Code of General Ordinances.

RECOMMENDATION:

A recommendation is made to approve the Certified Survey Map, subject to the attached Resolution.



Brian Wilke, Development Coordinator



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2015/DEC10/6Staff-csm-Harpe.doc

RESOLUTION # ____ - 15

BY: THE MAYOR

TO APPROVE A TWO-LOT CERTIFIED SURVEY MAP

Property at 9407 38th Street (Harpe)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to one (1) parcel at 9407 38th Street is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City Codes and Ordinances.
2. Payment of all applicable fees, including recording fees, by the applicant.
3. Payment of all Stormwater Utility fees and delinquent taxes prior to recording.
4. A digital copy of the Certified Survey Map, in GIS Shape File format, shall be provided to the City prior to recording.
5. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
6. Sheet 1 includes a note indicating that the zoning is A-2, C-2, C-1. The current zoning, according to Kenosha County records is A-4. Upon Attachment to the City, the zoning will become A-2. There is nothing to indicate that any of the property is or will be C-1 or C-2 (City or County) zoning.
7. Sheet 1 includes information indicating that the soils are of the Beecher, Ashkum and Morley series. According to the Wisconsin Department of natural Resources, the soils are: Varna silt loam, Elliott silty clay loam, Ashkum silty clay loam and Markham silt loam.
8. Sheet 2, the legal description reads, in part, "...lying and being in part of the Southeast Quarter of Section 29...". The north property line crosses the Quarter Section line and is also a part of the Northeast Quarter of Section 29.
9. Sheet 2 has a signature line for the property owner with the owner's name typed underneath. It then has a line under that for the owner to print his name. That seems redundant. Sheet 3 for the Mayor's and City Clerk/Treasurer's signatures - same issue.
10. Sheet 3 has a line below the Mayor's signature line which reads, "Committee on this.....day of..... 20____." This whole Section should be removed. The line underneath "This Certified Survey Map has been submitted..." which reads "PRINT NAME HERE" shall be replaced with "DEB SALAS, CITY CLERK/TREASURER".
11. The original Certified Survey Map from which this is being further subdivided, CSM 928, has a note indicating a road Easement 435.86 feet of the north property line. This shall be dedicated as public right-of-way.
12. The property shall be rezoned to IP Institutional Park by the Common Council.

13. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this ____ day of _____, 2015

ATTEST:

Debra L. Salas, City Clerk-Treasurer

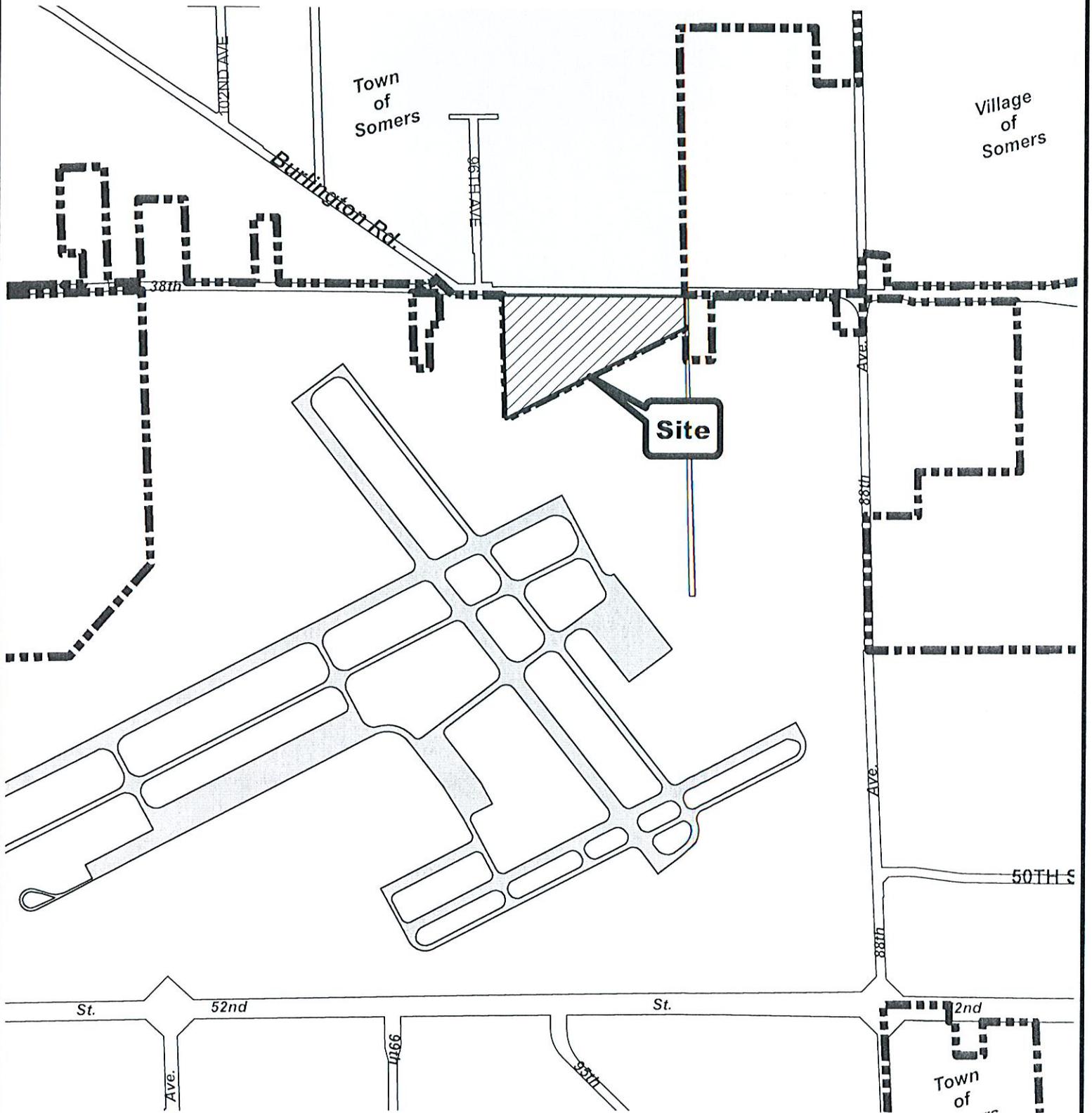
APPROVE:

Keith G. Bosman, Mayor

Drafted by the Department of Community Development & Inspections
/u2/acct/cp/ckays/1CPC/2015/DEC10/6-Res-csm-Harpe.doc

City of Kenosha

Vicinity Map
Harpe CSM



----- Municipal Boundary



Development Review Application City of Kenosha, Wisconsin

MAILING INFORMATION

NAME OF PROJECT: HARPE TO City of Kenosha (9407 38th Street)

Check one (1) of the following boxes to indicate the recipient of all correspondence:

<input checked="" type="radio"/>	Name and Address of Applicant [Please print]: <u>DUSTIN HARPE</u>	Phone: <u>262-694-1677</u>
	<u>8501 75th St Suite H</u>	Fax: <u>262-694-1682</u>
	<u>Kenosha WI 53142</u>	E-Mail: <u>Sales@HarpeDevelopment.com</u>
<input type="radio"/>	Name and Address of Architect/Engineer [Please print]:	Phone: _____
	_____	Fax: _____
	_____	E-Mail: _____
<input type="radio"/>	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): _____

TYPE OF LAND DEVELOPMENT

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

<input checked="" type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input checked="" 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 I
CERTIFIED SURVEY MAP**

Additional Information Required:	Number of Lots: <u>2</u>
	Zoning District: <u>AG</u>
	Proposed Zoning Change, if any: <u>TP</u>

Submittal Requirements:	<ul style="list-style-type: none"> ➤ Ten (10) copies of Certified Survey Map (Applicant to keep original) ➤ Four (4) copies of Drainage Plan (when required) ➤ Signed Checklist below
--------------------------------	--

Fees:	<ul style="list-style-type: none"> ➤ 2-Lot Certified Survey Map = \$750 ➤ 3-Lot Certified Survey Map = \$800 ➤ 4-Lot Certified Survey Map = \$850 ➤ With a Developer's Agreement = \$1,500 ➤ Re-submittals = \$400 <p>Miscellaneous fees</p> <ul style="list-style-type: none"> ➤ All special assessments and taxes shall be paid prior to recording. The Department of Community Development and Inspections will record the map with the Kenosha County Register of Deeds and recording fees shall be paid at that time by the applicant.
--------------	---

Park Fees:	<ul style="list-style-type: none"> ➤ Five percent (5%) of the value of the property, but not less than \$1,415 per lot. Note that park fees are only collected for residentially-zoned property and are due at the time of acquiring building permits. The City may require dedication of the land in lieu of fee.
-------------------	---

Appendices to Review:	<ul style="list-style-type: none"> ➤ D, E, F and G
------------------------------	---

Approximate Review Time:	<ul style="list-style-type: none"> ➤ 45 - 60 days (Reviewed by City Plan Commission, Public Works Committee and Common Council)
---------------------------------	--

The land division will be reviewed for compliance with Chapters 17 and 35 of the City Code of General Ordinances, City Zoning Ordinance, any neighborhood or master land use plans for the area, and Chapter 236 of the Wisconsin State Statutes.

The applicant shall be responsible for the costs of project engineering, design, construction, and inspection as follows (when applicable):

1. The applicant is responsible for installing all improvements and infrastructure, including but not limited to, utilities (water, sanitary and storm sewer), oversizing of utilities, sidewalks, streets, street lights and signs, retention/detention basins, street trees, etc.
2. The applicant is responsible for any off-site improvements for the development, including but not limited to, traffic signals and signs, median openings, and street improvements/widening.
3. Payment of inspection and engineering services performed by the City and Kenosha Water Utility for the project.
4. Applicant responsible for posting of all required assurance to cover required improvements.

Checklist to be completed and signed:

- Scale and north arrow
- Scale of plans less than or equal to 1" = 100'
- Date of original and revisions noted
- Certification from surveyor that Plat complies with Chapter 17
- Reproducible paper less than 36" in width
- Location of all existing structures and first floor elevations
- Location of utility and drainage easements
- Exact length and bearing of the centerline of all streets
- Exact street width along the line of any obliquely intersecting street
- Railway rights-of-way within and abutting the plat
- Location and size of all lands to be dedicated for public use (when required)
- Comprehensive drainage plan
- Special restrictions relating to access control, planting strips, restrictive yard requirements, etc. (when required)
- Major street setback or WisDOT setbacks (if applicable)
- Map shows entirety of all parcels in proposed certified survey map

Checklist to be completed and signed:

- Floodplain limits of the 100 year recurrence interval flood
- Location of any wetlands, shoreland, or other environmental areas (if applicable)

Plans to be submitted (when applicable)

- Street plans and profiles
- Sanitary sewer plans and profiles
- Storm sewer plans
- Grading/drainage plans
- Water main plans and profiles
- Erosion control plans
- Landscape plans

I hereby certify that I have reviewed the City ordinances and provided ten (10) full-sized sets of all required information.


 Applicant's Signature

CERTIFIED SURVEY MAP

I, JEFFREY K. RAMPART, SURVEYOR, hereby certify that I have prepared this certified survey map, the exterior boundaries of which are described as:

A Re-division of Lot 1 of Certified Survey Map No. 928, a plat of record in the Kenosha County Land Registry, as per Volume 1133, Pages 540-41; lying and being in part of the Southeast Quarter of Section 29, Town 2 North, Range 22 East of the Fourth Principal Meridian; lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as: Commencing at the northeast corner of said quarter section; thence S89°14'03"W along the north line of said quarter section 1334.66 feet to the point of beginning; thence continue S89°14'03"W along said north line 435.78 feet to a point; thence S89°46'42"W 899.07 feet; thence S01°43'18"E 8.54 feet to the center of said Section 29; thence S01°43'18"E along the west line of said quarter section 915.38 feet; thence N61°20'13"E 1482.89 feet; thence N01°29'13"W 244.43 feet to the north line of said quarter section and the point of beginning.

That I have complied with the provisions of Chapter 236.34 of the State Statutes on certified surveys, the City of Kenosha Land Division and Platting Ordinance.

Dated this 16th day of November, 2015

SURVEYOR.....
JEFFREY K. RAMPART (S-2141)
WISCONSIN REGISTERED LAND SURVEYOR

As owner(s), I (we) hereby certify that I (we) caused the land described on this plat to be surveyed, divided, dedicated and mapped as represented on this plat.

OWNER/SUBDIVIDER.....
DUSTIN HARPE
PRINT NAME.....

STATE OF WISCONSIN
KENOSHA COUNTY S.S.

Personally came before me this day of, 20___, the above named Dustin Harpe, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission Expires.....
NOTARY PUBLIC

OWNER/SUBDIVIDER
.....
Dustin Harpe
8501-75th Street
Kenosha, WI 53142

CERTIFIED SURVEY MAP

I, JEFFREY K. RAMPART, SURVEYOR, hereby certify that I have prepared this certified survey map as directed by the owner(s)/subdivider(s) as stated hereon:

*J.K.R. SURVEYING, INC.
8121 22ND AVENUE KENOSHA, WI 53143*

That I have complied with the provisions of Chapter 236.34 of the State Statutes on certified surveys, the City of Kenosha Land Division and Platting Ordinance.

Dated this 16th day of November, 2015

SURVEYOR.....
WISCONSIN REGISTERED LAND SURVEYOR
JEFFREY K. RAMPART (S-2141)

This certified survey map has been submitted to and approved by the Common Council of the City of Kenosha on this day of, 20__.

APPROVED
KEITH G. BOSMAN, Mayor PRINT NAME HERE

Committee on this day of20__.

I hereby certify that the foregoing is a copy of resolution number _____ adopted by the Common Council of the City of Kenosha.

CITY CLERK/TREASURER.....
DEB SALAS

PRINT NAME HERE.....

OWNER/SUBDIVIDER

Dustin Harpe
8501-75th Street
Kenosha, WI 53142

**Thursday, December 10, 2015 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140**

Resolution by the Mayor - To Approve a Four-Lot Certified Survey Map for property at 12742 71st Street. (North Shore Bank/Springs at Kenosha) (District 16) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Johnson, District 16, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

LOCATION AND ANALYSIS:

Site: 71st Street, West of 125th Avenue

1. The Certified Survey Map would split the current parcel to create:
 - a. Two (2) lots - Phase One and the future Phase Two.
 - b. Two (2) outlots - stormwater basin and environmental areas
 - c. and dedicate public street rights-of-way.
2. The Certified Survey Map was sent to City Departments for their review. Their comments are included in the attached Resolution.
3. The Certified Survey Map generally complies with Chapter 17 of the Code of General Ordinances.

RECOMMENDATION:

A recommendation is made to approve the Certified Survey Map, subject to the attached Resolution.



Brian Wilke, Development Coordinator



Jeffrey B. Labahn, Director

/u2/acct/ep/ckays/1CPC/2015/DEC10/9Staff-csm-Springs.doc

RESOLUTION # ____ - 15

BY: THE MAYOR

TO APPROVE A FOUR-LOT CERTIFIED SURVEY MAP
Property at 12742 71ST STREET (North Shore Bank/Springs of Kenosha)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to one (1) parcel at 12742 71st Street is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City Codes and Ordinances.
2. Payment of all applicable fees, including recording fees, by the applicant.
3. Payment of all Storm Water Utility fees and delinquent taxes prior to recording.
4. A digital copy of the Certified Survey Map, in GIS Shape File format, shall be provided to the City prior to recording.
5. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
6. The comments in the Public Works memo dated November 19, 2015.
7. The comments in the Kenosha Water Utility memo dated November 19, 2015.
8. Legal descriptions comments as follows:
 - a. **Sheet 5:** Legal description reads, in part, "...thence North 01°58'46" West along the East line of said Southwest 1/4 Section...", According to the CONTROL DATA USED BY THE CITY OF KENOSHA, and Certified Survey Map 2297 from which this land is being further subdivided, this line bears North 01°58'41" West. *Sheet 1 contains the same error.*
 - b. **Sheet 5:** Legal description reads, in part, "thence North 88°56'29" East along said North line...". According to the CONTROL DATA USED BY THE CITY OF KENOSHA, and Certified Survey Map 2297 from which this land is being further subdivided, this line bears North 88°57'13" East. *Sheet 1 contains the same error.*
 - c. **Sheet 5:** Legal description reads, in part, "...thence South 01°02'47" East along said West line 699.92 feet...". According to Certified Survey Map 2297, this line is 700.00 feet in length. *Sheet 1 contains the same error.*
 - d. **Sheet 5:** Legal description reads, in part, "Excepting therefrom a parcel...thence North 01°58'46" West along the East line of said Southwest 1/4 Section...". According to the CONTROL DATA USED BY THE CITY OF KENOSHA, and Certified Survey Map 2297 from which this land is being further subdivided, this line bears North 01°58'41" West. *Sheet 1 contains the same error.*
 - e. **Sheet 5:** Legal description reads, in part, "...10.08 feet to the point of beginning of said lands...". This point is approximately South 89°25'29" West 2.777 feet when platted against the exception area from Certified Survey Map 2297.

f. **Sheet 1:** Detail "A" shows one line with what appears to be three different dimensions. There is a dimension of 572.10 feet, 2.83 feet and 574.93 feet. The overall drawing shows two dimensions to this same line of 574.93 feet and 577.76 feet. If one changes the 574.93 feet dimension in Detail "A" to 577.76 feet and the 572.10 feet dimension to 574.93 feet, the discrepancy in Item 5 above is eliminated.

9. The proposed cross access Easement, across Outlot 1, from 7125 Street to the South Property line shall be moved west to provide a minimum one hundred twenty-five (125') feet from the building.

10. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this ____ day of _____, 2015

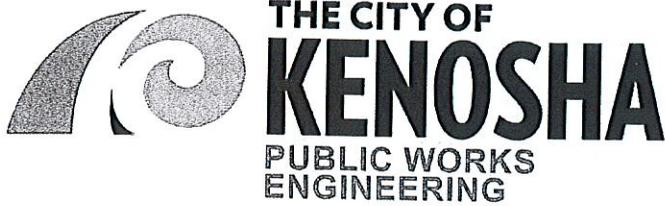
ATTEST:

Debra L. Salas, City Clerk-Treasurer

APPROVE:

Keith G. Bosman, Mayor

Drafted by the Department of Community Development & Inspections
/u2/acct/cp/ckays/1CPC/2015/DEC10/res-csm-Springs.doc



TO: Brian Wilke, Development Coordinator
FROM: Shelly Billingsley, P.E. *Shelly Billingsley 11-19-15*
City Engineer
DATE: November 19, 2015
SUBJECT: REVIEW COMMENTS
Project Description: Springs at Kenosha Certified Survey Map Revised Dated Nov. 4, 2015
Location: 71st Street and 125th Avenue

Our staff has reviewed the plans for this project. The following comments are provided:

1. Written legal descriptions for all stormwater access and maintenance easements in recordable format.
2. Written legal descriptions for all temporary turn around easements in recordable format.
3. An interim Stormwater Utility bill will be required. If the interim Stormwater Utility bill is created in 2015 and the CSM is not recorded until 2016, an interim bill for 2016 may also be needed prior to recording.

cc: Cathy Austin; Greg Holverson; Kile Kuhlmeier; Gerard Koehler

Engineering Services

4401 Green Bay Road
Kenosha WI 53144

Phone (262) 653-4315
Fax (262) 653-4303



"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Brian Wilke, Development Coordinator

From: Ian C. Bagley, P.E., Water Engineer

Date: November 19, 2015

Subject: Springs at Kenosha Certified Survey Map Revised (Review #2)

Location: 71st Street and 125th Avenue

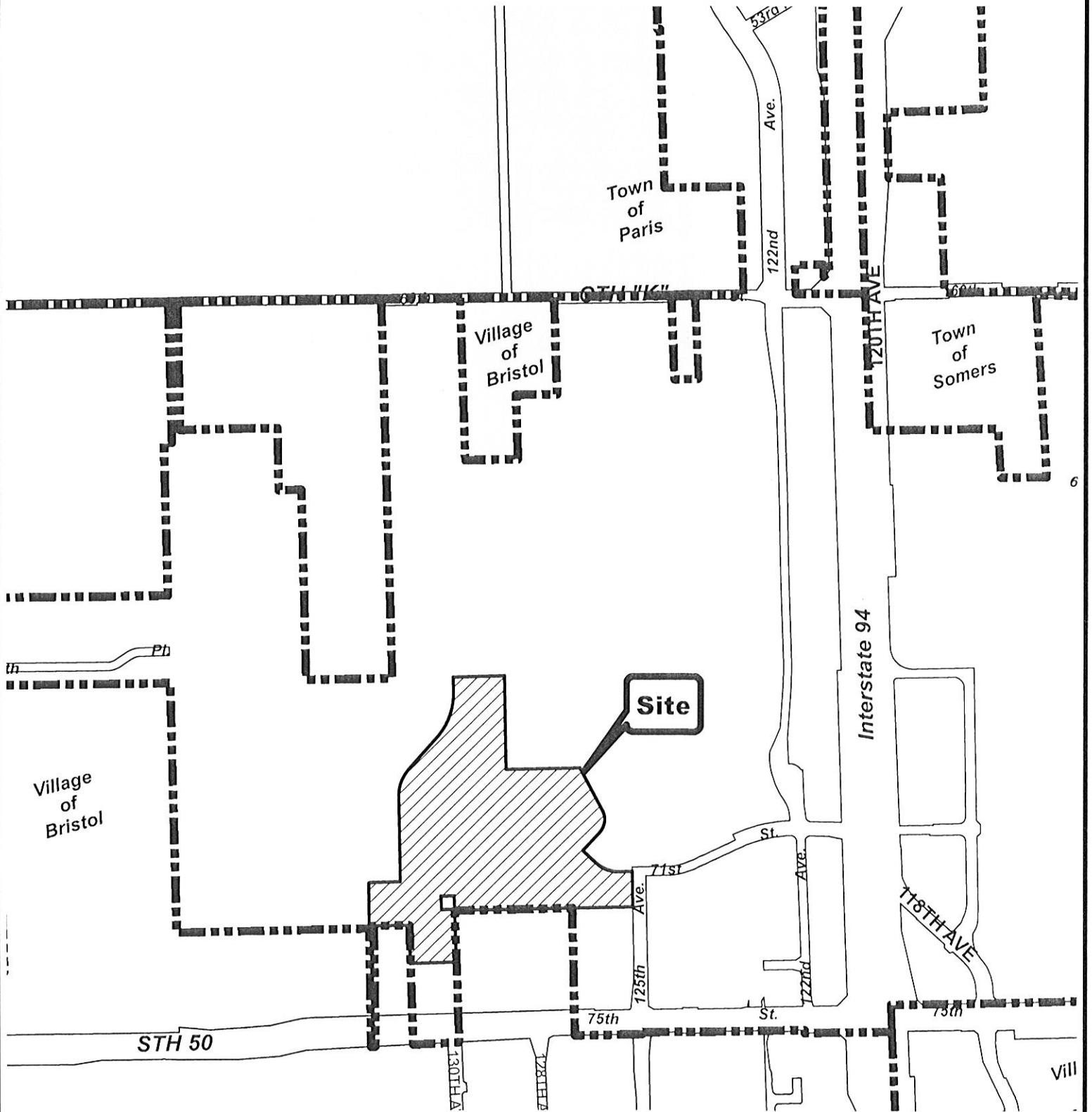
The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. Further information from the Developer is required before the Utility can complete this review. Please withhold all permits until the following information is submitted.

1. The CSM calls for the release of two easements along the south line of Outlot 1. The easement recorded as Document Number 797979 can be released as this was a temporary access easement. However, the easement recorded as Document Number 797977 cannot be released as this is for electrical service from the pump house to the water tower.

CC: Mr. Robert Carlson, P.E., Director of Engineering Services



City of Kenosha
Vicinity Map
Springs at Kenosha - Certified Survey Map



----- Municipal Boundary



**Development Review Application
City of Kenosha, Wisconsin**

MAILING INFORMATION

NAME OF PROJECT: SPRINGS AT KENOSHA

Check one (1) of the following boxes to indicate the recipient of all correspondence:

Name and Address of Applicant [Please print]:
 CONTINENTAL 315 FUND LLC
 C/O Continental Properties Company, Inc. ATTN: Erik Hahn
 W134 N8675 Executive Parkway
 Menomonee Falls, WI 53051
 Phone: 262-502-5500
 Fax: 262-502-5522
 E-Mail: ehahn@cproperties.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]:

 Phone: _____
 Fax: _____
 E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number): Lot 2 of CSM No. 2297. Tax Key No.: 03-121-01-420-212

TYPE OF LAND DEVELOPMENT

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

<input checked="" 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 checked="" type="checkbox"/>	Conditional Use Permit	Section 4	Pages 6 & 7
<input checked="" 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 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 1
CERTIFIED SURVEY MAP**

Additional Information Required:	Number of Lots: <u>FOUR (4)</u> Zoning District: <u>TRD-2</u> Proposed Zoning Change, if any: <u>N/A</u>
Submittal Requirements:	<ul style="list-style-type: none"> ➤ Ten (10) copies of Certified Survey Map (Applicant to keep original) ➤ Four (4) copies of Drainage Plan (when required) ➤ Signed Checklist below
Fees:	<ul style="list-style-type: none"> ➤ 2-Lot Certified Survey Map = \$750 ➤ 3-Lot Certified Survey Map = \$800 ➤ 4-Lot Certified Survey Map = \$850 ➤ With a Developer's Agreement = \$1,500 ➤ Re-submittals = \$400 Miscellaneous fees <ul style="list-style-type: none"> ➤ All special assessments and taxes shall be paid prior to recording. The Department of Community Development and Inspections will record the map with the Kenosha County Register of Deeds and recording fees shall be paid at that time by the applicant.
Park Fees:	<ul style="list-style-type: none"> ➤ Five percent (5%) of the value of the property, but not less than \$1,415 per lot. Note that park fees are only collected for residentially-zoned property and are due at the time of acquiring building permits. The City may require dedication of the land in lieu of fee.
Appendices to Review:	<ul style="list-style-type: none"> ➤ D, E, F and G
Approximate Review Time:	<ul style="list-style-type: none"> ➤ 45 - 60 days (Reviewed by City Plan Commission, Public Works Committee and Common Council)

The land division will be reviewed for compliance with Chapters 17 and 35 of the City Code of General Ordinances, City Zoning Ordinance, any neighborhood or master land use plans for the area, and Chapter 236 of the Wisconsin State Statutes.

The applicant shall be responsible for the costs of project engineering, design, construction, and inspection as follows (when applicable):

1. The applicant is responsible for installing all improvements and infrastructure, including but not limited to, utilities (water, sanitary and storm sewer), oversizing of utilities, sidewalks, streets, street lights and signs, retention/detention basins, street trees, etc.
2. The applicant is responsible for any off-site improvements for the development, including but not limited to, traffic signals and signs, median openings, and street improvements/widening.
3. Payment of inspection and engineering services performed by the City and Kenosha Water Utility for the project.
4. Applicant responsible for posting of all required assurance to cover required improvements.

Checklist to be completed and signed:

- Scale and north arrow
- Scale of plans less than or equal to 1" = 100'
- Date of original and revisions noted
- Certification from surveyor that Plat complies with Chapter 17
- Reproducible paper less than 36" in width
- Location of all existing structures and first floor elevations
- Location of utility and drainage easements
- Exact length and bearing of the centerline of all streets
- Exact street width along the line of any obliquely intersecting street
- Railway rights-of-way within and abutting the plat
- Location and size of all lands to be dedicated for public use (when required)
- Comprehensive drainage plan
- Special restrictions relating to access control, planting strips, restrictive yard requirements, etc. (when required)
- Major street setback or WisDOT setbacks (if applicable)
- Map shows entirety of all parcels in proposed certified survey map

Checklist to be completed and signed:

- Floodplain limits of the 100 year recurrence interval flood
- Location of any wetlands, shoreland, or other environmental areas (if applicable)

ON PLAT

Plans to be submitted (when applicable)

- Street plans and profiles
- Sanitary sewer plans and profiles
- Storm sewer plans
- Grading/drainage plans
- Water main plans and profiles
- Erosion control plans
- Landscape plans

I hereby certify that I have reviewed the City ordinances and provided ten (10) full-sized sets of all required information.



Applicant's Signature

CERTIFIED SURVEY MAP NO. _____

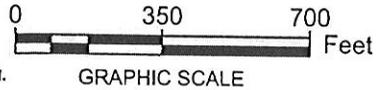
A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

- INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT
- Ⓧ INDICATES LAND DEDICATED TO THE PUBLIC FOR STREET PURPOSES

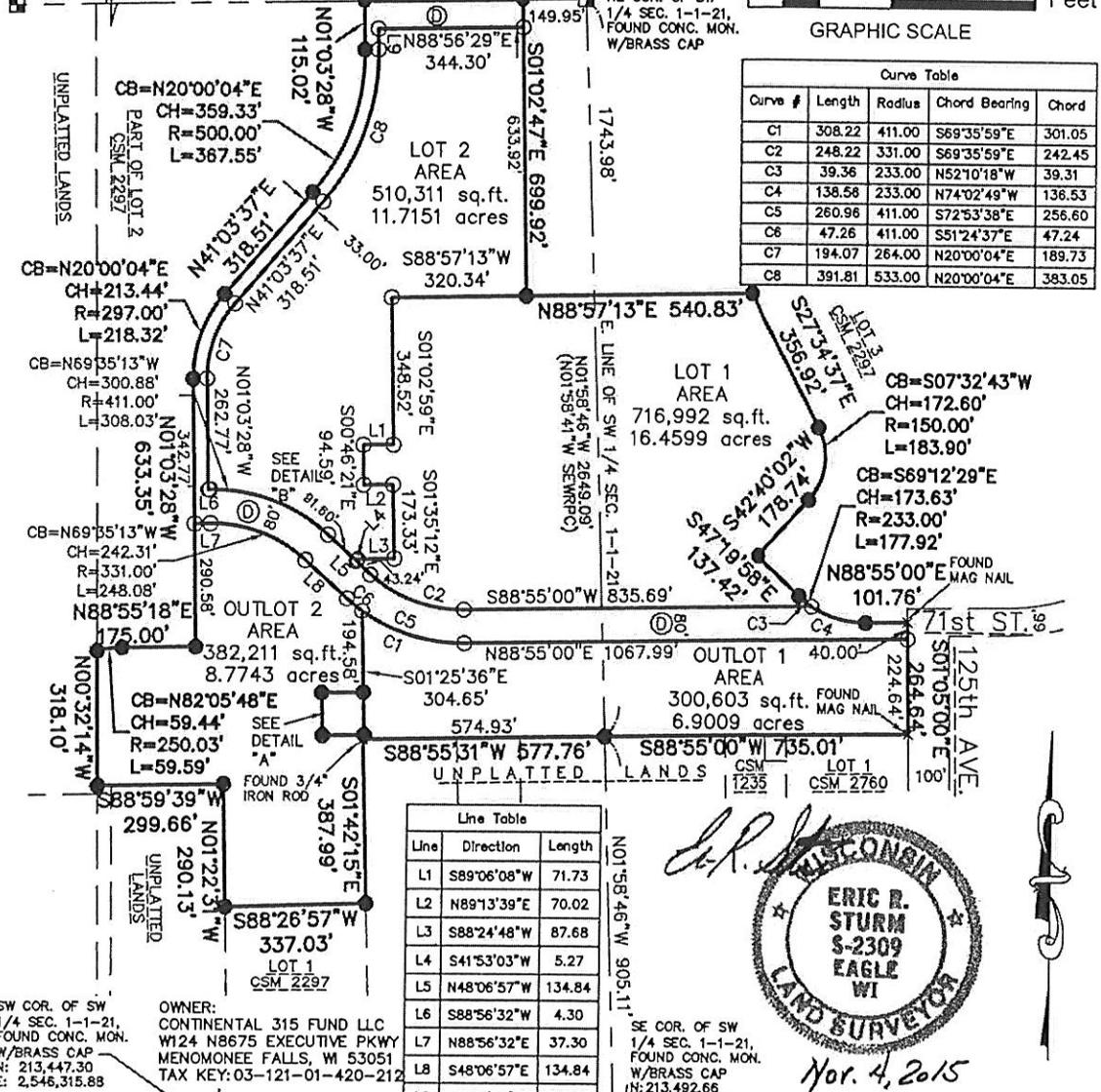
ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
 ALL BEARINGS ARE REFERENCED TO WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE (NAD-27). THE SOUTH LINE OF THE SW 1/4 OF SECTION 1, T 1 N, R 21 E, AS PUBLISHED BY SEWRPC BEARS N89°01'01"E.
 SEE SHEETS 2, 3 & 4 FOR EASEMENT DETAILS AND EXISTING CONTOURS.

NW COR. OF SW 1/4 SEC. 1-1-21, (N88°57'13"E SEWRPC) FOUND CONC. MON. N88°56'29"E 2618.37' W/BRASS CAP
 N. LINE OF SW 1/4 SEC. 1-1-21

NE COR. OF SW 1/4 SEC. 1-1-21, FOUND CONC. MON. W/BRASS CAP



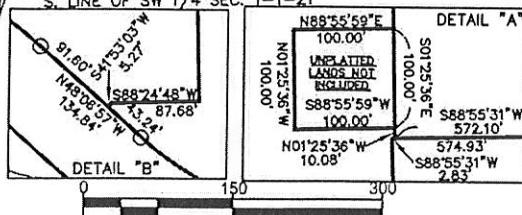
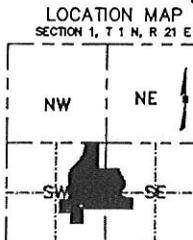
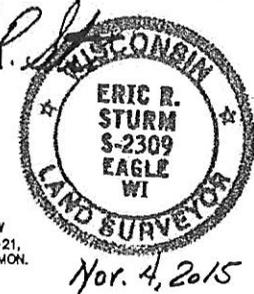
Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord
C1	308.22	411.00	S69°35'59"E	301.05
C2	248.22	331.00	S69°35'59"E	242.45
C3	39.36	233.00	N52°10'18"W	39.31
C4	138.58	233.00	N74°02'49"W	136.53
C5	260.96	411.00	S72°53'38"E	256.60
C6	47.26	411.00	S51°24'37"E	47.24
C7	194.07	264.00	N20°00'04"E	189.73
C8	391.81	533.00	N20°00'04"E	383.05



SW COR. OF SW 1/4 SEC. 1-1-21, FOUND CONC. MON. W/BRASS CAP
 N: 213,447.30
 E: 2,546,315.88

OWNER:
 CONTINENTAL 315 FUND LLC
 W124 N8675 EXECUTIVE PKWY
 MENOMONEE FALLS, WI 53051
 TAX KEY: 03-121-01-420-212

SE COR. OF SW 1/4 SEC. 1-1-21, FOUND CONC. MON. W/BRASS CAP
 N: 213,492.66
 E: 2,548,959.09



R.A. Smith National, Inc.

Beyond Surveying and Engineering

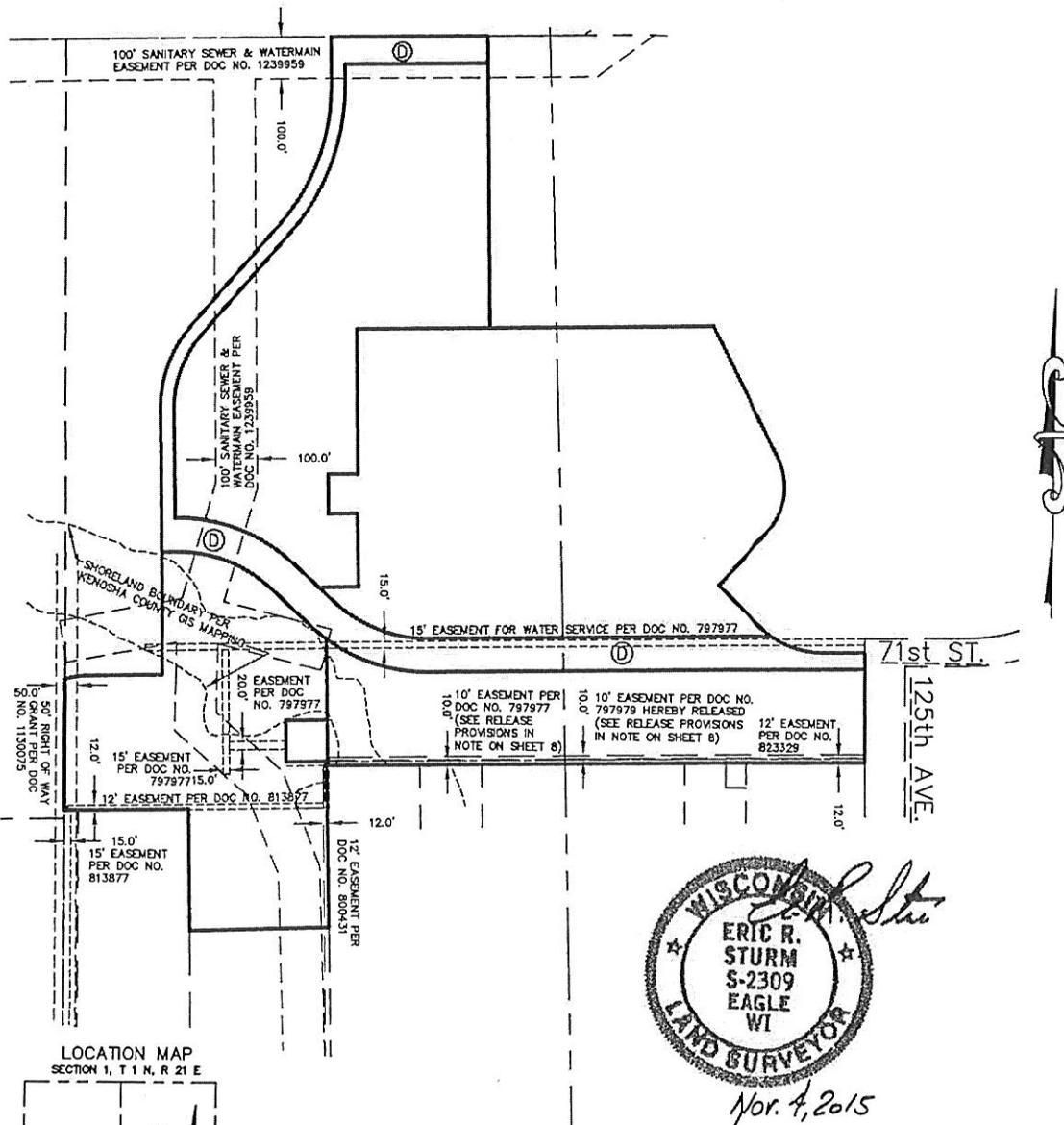
16745 W. Bluemound Road, Brookfield WI 53005
 262-781-1000 Fax 262-797-7373 www.rasmithnational.com
 Appleton, WI Orange County, CA Pittsburgh, PA

S:\166195\dwg\C5500135.dwg(SHEET 1)

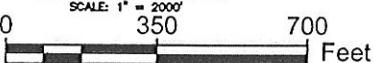
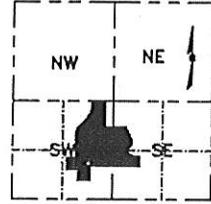
CERTIFIED SURVEY MAP NO. _____

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

Ⓧ INDICATES LAND DEDICATED TO THE PUBLIC FOR STREET PURPOSES



LOCATION MAP
SECTION 1, T 1 N, R 21 E



GRAPHIC SCALE

ERIC R. STURM
 S-2309
 EAGLE
 WI
 Nov. 4, 2015

R.A. Smith National, Inc.

Beyond Surveying
and Engineering

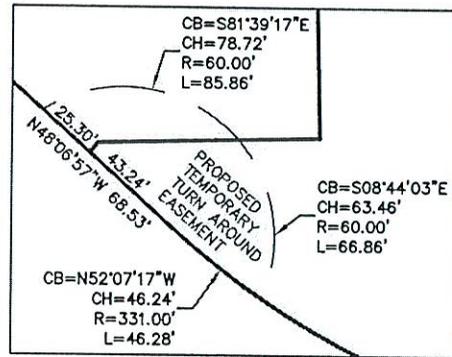
16745 W. Bluemound Road, Brookfield WI 53005
 262-781-1000 Fax 262-797-7373 www.rasmithnational.com
 Appleton, WI Orange County, CA Pittsburgh, PA

S:\S166196D\wg\CS000L35.dwg SHEET 2

CERTIFIED SURVEY MAP NO. _____

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

Ⓣ INDICATES LAND DEDICATED TO THE PUBLIC FOR STREET PURPOSES

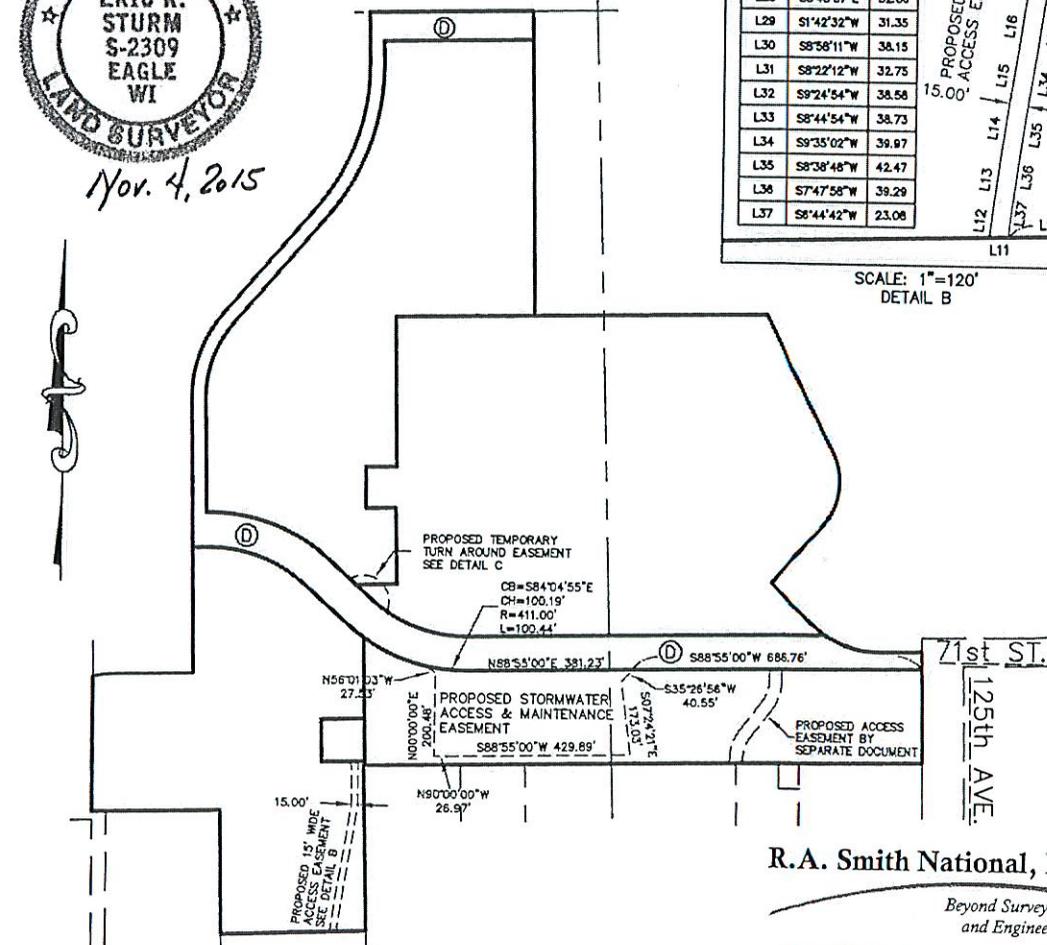


SCALE: 1"=60'
DETAIL C

Line #	Direction	Length
L10	S88°26'57"W	68.41
L11	S88°26'57"W	15.16
L12	N6°44'42"E	25.40
L13	N74°7'58"E	39.53
L14	N8°38'48"E	42.70
L15	N8°35'02"E	39.98
L16	N8°44'54"E	38.71
L17	N9°24'54"E	38.53
L18	N8°22'12"E	32.69
L19	N8°58'11"E	37.28
L20	N1°42'32"E	30.08
L21	N0°40'57"W	31.74
L22	N0°46'34"W	33.30
L23	N13°39'02"W	13.40
L24	N88°55'59"E	15.37
L25	N88°55'59"E	18.13
L26	S13°39'02"E	11.75
L27	S0°46'34"E	35.00
L28	S0°40'57"E	32.06
L29	S1°42'32"W	31.35
L30	S8°58'11"W	38.15
L31	S8°22'12"W	32.75
L32	S9°24'54"W	38.56
L33	S8°44'54"W	38.73
L34	S9°35'02"W	39.97
L35	S8°38'48"W	42.47
L36	S7°47'58"W	39.29
L37	S6°44'42"W	23.08

SCALE: 1"=120'
DETAIL B

ERIC R. STURM
 S-2309
 EAGLE
 WI
 LAND SURVEYOR
 Nov. 4, 2015

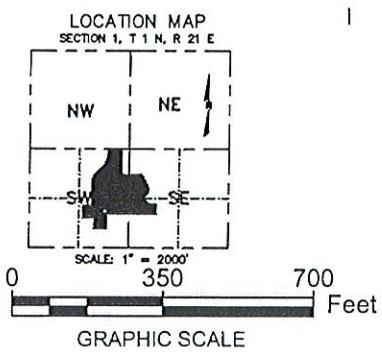
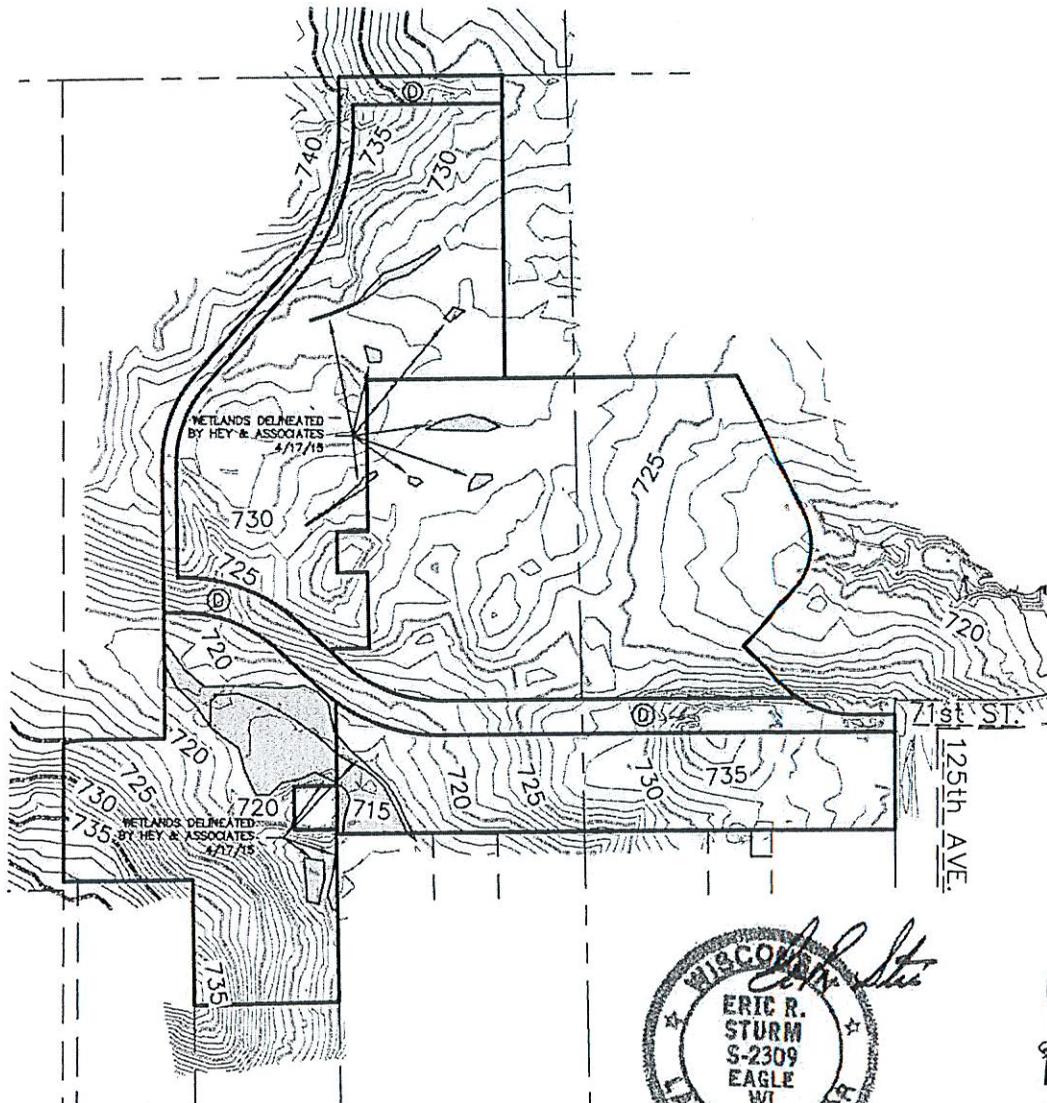


R.A. Smith National, Inc.
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and Engineering

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

CERTIFIED SURVEY MAP NO. _____

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.



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 Appleton, WI Orange County, CA Pittsburgh, PA

S:\5166199\Drawg
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SHEET 4 OF 9 SHEETS
 December 21, 2015 Pg. 112

CERTIFIED SURVEY MAP NO. _____

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 }SS
WAUKESHA COUNTY }

I, ERIC R. STURM, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, which is bounded and described as follows:

COMMENCING at the Southeast corner of said Southwest 1/4 Section; thence North 01°58'46" West along the East line of said Southwest 1/4 Section 905.11 feet to the point of beginning of lands to be described; thence South 88°55'31" West 577.76 feet to a point; thence South 01°42'15" East 387.99 feet to a point on the North line of Lot 1 of Certified Survey Map No. 2297; thence South 88°26'57" West along said North line 337.03 feet to a point; thence North 01°22'31" West 290.13 feet to a point; thence South 88°59'39" West 299.66 feet to a point; thence North 00°32'14" West 318.10 feet to a point; thence Northeasterly 59.59 feet along the arc of a curve whose center lies to the Southeast, whose radius is 250.03 feet and whose chord bears North 82°05'48" East 59.44 feet to a point; thence North 88°55'18" East 175.00 feet to a point; thence North 01°03'28" West 633.35 feet to a point; thence Northeasterly 218.32 feet along the arc of a curve whose center lies to the Southeast, whose radius is 297.00 feet and whose chord bears North 20°00'04" East 213.44 feet to a point; thence North 41°03'37" East 318.51 feet to a point; thence Northeasterly 367.55 feet along the arc of a curve whose center lies to the Northwest, whose radius is 500.00 feet and whose chord bears North 20°00'04" East 359.33 feet to a point; thence North 01°03'28" West 115.02 feet to a point on the North line of said Southwest 1/4 Section; thence North 88°56'29" East along said North line 377.31 feet to a point on the West line of Lot 3 of Certified Survey Map No. 2297; thence South 01°02'47" East along said West line 699.92 feet to a point; thence North 88°57'13" East along said West line 540.83 feet to a point; thence South 27°34'37" East along said West line 356.92 feet to a point; thence Southwesterly 183.90 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 150.00 feet and whose chord bears South 07°32'43" West 172.60 feet to a point; thence South 42°40'02" West along said West line 178.74 feet to a point; thence South 47°19'58" East along said West line 137.42 feet to a point; thence Southeasterly 177.92 feet along said West line and the arc of a curve whose center lies to the Northeast, whose radius is 233.00 feet and whose chord bears South 69°12'29" East 173.63 feet to a point; thence North 88°55'00" East along said West line 101.76 feet to a point on the West line of 125th Avenue; thence South 01°05'00" East along said West line 264.64 feet to a point on the North line of Lot 1 of Certified Survey Map No. 2760; thence South 88°55'00" West along said North line 735.01 feet to the point of beginning. Excepting therefrom a parcel of land described as follows: Commencing at the Southeast corner of the Southwest 1/4 of said Section 1; thence North 01°58'46" West along the East line of said 1/4 Section 905.11 feet to a point; thence South 88°55'31" West 572.10 feet to a point; thence North 01°25'36" West 10.08 feet to the point of beginning of said lands to be described; thence South 88°55'59" West 100.00 feet to a point; thence North 01°25'36" West 100.00 feet to a point; thence North 88°55'59" East 100.00 feet to a point; thence South 01°25'36" East 100.00 feet to the point of beginning. Said lands within this CSM contain 2,111,249 square feet or 48.4676 acres.

THAT I have made the survey, land division and map by the direction of CONTINENTAL 315 FUND LLC, owners.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and Chapter 17 in Ordinances of the City of Kenosha in surveying, dividing, dedicating and mapping the same.

NOVEMBER 7, 2015
DATE



 ERIC R. STURM (SEAL)
 ERIC R. STURM
 PROFESSIONAL LAND SURVEYOR S-2309
 Sheet 5 of 9 Sheets

CERTIFIED SURVEY MAP NO. _____

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE

CONTINENTAL 315 FUND LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation has caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this Certified Survey Map in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and the Chapter 17 in Ordinances of the City of Kenosha.

CONTINENTAL 315 FUND LLC, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Kenosha

WITNESS the hand and seal of CONTINENTAL 315 FUND LLC, has caused these presents to be signed by _____, its _____, this _____ day of _____, 2015.

CONTINENTAL 315 FUND LLC

STATE OF WISCONSIN }
 :SS
_____ COUNTY }

PERSONALLY came before me this _____ day of _____, 2015, the above named _____, to me known to be the person who executed the foregoing instrument, and to me known to be such _____ of said corporation and acknowledged that he executed the foregoing instrument as such officer, by its authority.

_____(SEAL)
Notary Public, State of Wisconsin
My commission expires _____



CERTIFIED SURVEY MAP NO. _____

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

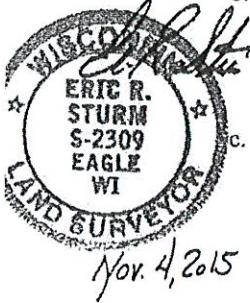
EASEMENT CERTIFICATE

1. STORM WATER MANAGEMENT. The undersigned owner, and its successors and assigns ("Developer"), shall be responsible for the routine and extraordinary maintenance of all of the storm water management facilities located on Outlot 1.

a. The City of Kenosha (the "City"), or its designee, is authorized to access Outlot 1 as may be reasonably necessary, upon 24-hours prior written notice (except in the case of an emergency) to conduct inspections of the storm water management facilities and drainage easements to ascertain compliance with the minimum storm water management practice maintenance requirements.

b. Upon notification to Developer by the City of maintenance deficiencies which require correction, the specified corrective actions shall be performed by Developer within a reasonable period of time, as shall be prescribed by the City Engineer, in his/her reasonable discretion, which period of time shall be no less than thirty (30) calendar days.

c. The City is authorized to perform the corrective actions identified in its inspection report or its notice if Developer does not make the required corrections within the time period prescribed by the City Engineer for corrective action. The costs and expenses of such corrective actions shall, in accordance with Section 66.0627 of the Wisconsin Statutes, shall be invoiced to Developer and if not paid within the time determined by the City Board, shall be entered on the tax roll as a special charge against Outlot 1, and collected with any other taxes levied thereon for the year in which the work is completed.



2. GRANT OF TEMPORARY ACCESS EASEMENT. Developer does hereby grant to the City a non-exclusive, temporary right and easement upon, over, through, across and along the easement area identified in Detail "C" hereon (the "71st Street Easement Area") for the purposes of pedestrian and vehicular access, ingress and egress at any and all times to, from and between the 71st Street Easement Area and to and from any and all streets, roadways, paths, driveways and highways located at any time adjacent to the 71st Street Easement Area. Neither Developer nor any of Developer's agents, contractors, employees, representatives, successors (including, without limitation, any and all successors to Developer in title to Lot 1 and Lot 2) and assigns shall obstruct or unreasonably interfere with City's use of the 71st Street Easement Area for the purposes specified in this easement. This easement shall automatically expire, without further action being required by the Developer or the City, on the date upon which the extension of 71st Street shown hereon and located immediately west of the 71st Street Easement Area, is constructed. Notwithstanding the temporary grant of use of the 71st Street Easement Area to City for road purposes, nothing contained in this easement shall or shall be deemed to constitute a gift or dedication of any portion of the 71st Street Easement Area to the general public, it being the intention of Developer and City that the easement shall be strictly limited to and for the temporary purposes expressed herein.

3. GRANT OF ACCESS EASEMENT IN FAVOR OF KENOSHA WATER UTILITY. Developer does hereby grant to Kenosha Water Utility (the "Utility") a non-exclusive, perpetual right and easement (which easement shall be appurtenant to the parcel described on Detail "A" hereof (the "Utility's Parcel") upon, over and across the easement area described in Detail "B" hereon (the "KWU Easement Area") for the purposes of pedestrian and vehicular access, ingress and egress at any and all times to, from and between the Utility's Parcel and Highway 50.

Sheet 7 of 9 Sheets

CERTIFIED SURVEY MAP NO. _____

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

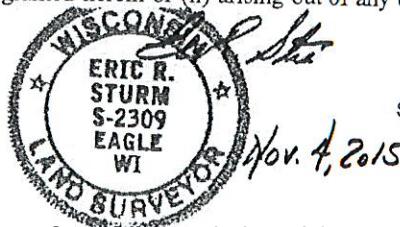
EASEMENT CERTIFICATE (continued)

Developer shall not be responsible for improving, paving, maintaining or repairing any portion of the KWU Easement Area or any of the costs or expenses thereof. The Utility shall at all times, at Utility's sole cost and expense, keep and maintain the KWU Easement Area in good condition and repair (including without limitation keeping the same free from refuse, ice and snow) and in compliance with all applicable laws, rules, regulations and ordinances, and otherwise in a manner consistent with the use and occupancy thereof by the Utility for the purposes specified in this easement. In the event that (a) Utility fails to maintain the KWU Easement Area in the condition required hereby, (b) Developer provides notice of such failure to Utility and (c) Utility fails to maintain and repair the KWU Easement Area within twenty (20) days after the date of receipt of such notice from Developer, then Developer shall have the right (but not the obligation) to perform such maintenance and to charge City for all costs and expenses thereof (provided that no notice or cure period shall be required with respect to emergency maintenance matters or with respect to snow or ice accumulation which is not promptly removed), and (i) any such costs and expenses so paid by Developer shall bear and accrue interest from and after the date of Developer's demand therefor at the rate of the lesser of twelve percent (12%) per annum or the highest rate permitted by law and (ii) Utility shall reimburse Developer within thirty (30) days after receiving invoices for any such costs and expenses borne by Developer (plus interest, as described in clause (i) above). In the event Utility fails to reimburse Developer as herein provided, such costs and expenses shall constitute a lien against the Utility's Parcel until paid, and Utility authorizes Developer to record such lien against the Utility's Parcel.

4. PARTIAL RELEASE OF UTILITY'S EASEMENTS. Utility's predecessor-in-interest obtained (i) certain easements for Water Service dated March 28, 1988 and recorded with the Office of the Register of Deeds for Kenosha County, Wisconsin (the "Register of Deeds") on March 29, 1988 in Volume 106, Pages 6 through 9, inclusive, as Document No. 797977, as assigned to Utility by that certain Assignment of Easements dated March 31, 2005, and recorded with the Register of Deeds on May 3, 2005 as Document No. 1431476 (the "Assignment") (collectively, the "Easements for Water Service"); and (ii) that certain Temporary Construction and Installation Easement dated March 28, 1988 and recorded with the Register of Deeds on March 29, 1988 in Volume 106, Pages 13 through 15, inclusive, as Document No. 797979 as assigned to Utility by the Assignment (collectively, the "Temporary Construction Easement" and, together with the Easements for Water Service the "Easements"), encumbering Outlot 1 and Outlot 2 hereon. Utility desires to release that portion of (i) the access road easements contained in the Easements for Water Service and (ii) the Temporary Construction Easement described on sheet 2 of 9 hereon. Except to the extent released herein, the Easements shall remain in full force and effect.

5. GENERALLY APPLICABLE TO ALL EASEMENTS GRANTED HEREON.

The grantee and its successors and assigns under each easement hereon shall defend indemnify and save Developer, its respective officers, agents, members, managers and employees, and any mortgagee of Developer's property from and against liabilities or claims, losses, costs and expenses for injury to persons, including death, or damage to property (i) arising out of any negligence or intentional misconduct of grantee or any of the grantee's use of the easements granted herein or (ii) arising out of any defaults by grantee hereunder



Sheet 8 of 9 Sheets

December 21, 2015 Pg. 116



Debra L. Salas
City Clerk/Treasurer

December 18, 2015

To: The Honorable Mayor and Common Council

C: City Administrator

From: Debra L. Salas, City Clerk/Treasurer

Subject: Appointment of Election Officials – 2016 through 2017

Dear Mayor and Members of Common Council:

Attached is a list of election official nominations for the 2016-2017 term.

Individual nominations submitted by either the Kenosha County Democratic or Republican party are noted with a “D” or “R”. The remaining positions, noted “n/a” have been filled without regard to party affiliation.

Common Council approval of these nominations is required by Section 7.30 of Wisconsin State Statutes.

Should you have any questions, please do not hesitate to contact me.

Attachment

Election Official Appointments Jan. 1, 2016 - Dec. 31, 2017

Party	First Name	Last Name
D	Ray	Acerbi
N/A	Linda	Agnes
N/A	Carol	Allen
N/A	Shaun	Allen
D	Jeff	Andre
D	Sunny	Andre
D	Mary	Applegate-Peplinski
D	Lee	Arneson
N/A	Brittany	Asboth
R	Matt	Augustine
R	Leila	Augustine
N/A	Jeff	Baas
N/A	Dorothy	Barca
D	Anne	Barnes
N/A	Geoffrey	Barnes Jr.
N/A	Janice	Baubonis
R	Linda	Baumann
N/A	Annie	Beal
N/A	Susan	Bearrows
R	Kathy	Becker
D	E. Jane	Bekos
D	Mary Ann	Beltoya
N/A	Dorothy	Bohleen
R	Diane	Bohnen
N/A	Geraldine	Booker-Brown
N/A	William	Bose
N/A	Debra	Brown
R	Rosemary	Brunner
D	Don	Burns
R	Patrica	Campbell
D	Sylvia	Canada
N/A	Jennie	Capponi
D	David	Carney
N/A	Yolitha	Carter
N/A	Robert	Chmiel
R	Jerome	Clements
N/A	Susan	Cogley
N/A	Tammy	Conforti
D	Cora	Conley
N/A	Aurora	Contreras-Howe
N/A	Susan	Cooper
N/A	Charles	Copeland
D	Gloria	Cottingham
R	Minnie	Cox-Laudonio
N/A	Sandra	Daugherty

Election Official Appointments Jan. 1, 2016 - Dec. 31, 2017

Party	First Name	Last Name
R	Debra	DeMarco
R	Jennifer	Dickman
D	Kelly	Dietrich
D	Janet	Dietrich
D	Kathleen	Dischler-Noreen
D	Karen	Dosemagen
N/A	Joseph	Dubaniewicz
N/A	George	Dugan
N/A	Richard	Dumez
D	Kathleen	Durden
N/A	Ruth	Dyson
R	Raydene	Edinoffer
N/A	Mary	Faculjak
D	Trudy	Farrell
D	Lorraine	Fernandes
N/A	Patricia	Fonk
D	Brenda	Foreman
D	Joeann	Frank
N/A	Marquita	Franklin
N/A	Bruce	Fredrickson
N/A	Carol	Fredrickson
N/A	Tina	Freeman
N/A	Margaret	Frisch
N/A	Jane	Fuchs
N/A	Paula	Gallo
D	Rose	Gaudio
D	Phyllis	Giombetti
D	Gerald	Glitzky
R	Jean	Glitzky
N/A	Scott	Gordon
N/A	Katherine	Guida
N/A	Cheryl	Gundersen
D	Josephine	Haake
R	Pam	Hainault
R	Gene	Hainault
R	Sharon	Hamburg
N/A	Danielle	Harris
R	Barb	Hart
N/A	Mary	Haws
N/A	Angeline	Hegyera
N/A	Jason	Hendricks
N/A	Taylor	Hendrickson
R	Frances	Herrmann
D	Catherine	Higgins
N/A	Pat	Hill

Election Official Appointments Jan. 1, 2016 - Dec. 31, 2017

Party	First Name	Last Name
D	Christy	Hinz
R	Jules	Hoffman
R	Karen	Hoffman
D	Sharon	Ingham
D	Lynn	Ingham
D	Carrie	Jackson
N/A	Kathleen	Jakubowski
D	Jim	Janis
N/A	Skye	Jenkins
N/A	Jacquelyn	Jennings
N/A	Margaret	Jeschke
N/A	Mary	Jewell
D	Joann	Johnson
N/A	Patrick	Johnson
N/A	Sandra	Johnson
D	Mary	Jonker
N/A	Sheryl Lou	Jurado
N/A	Diana	Kanecki
D	Karen	Kempinen
R	Paul	Kern
N/A	Morgan	Kieffer
R	Beverly	King
N/A	Donna	Kiser
N/A	Marie	Kiser
R	Tom	Kiser
R	Marilyn	Klees
N/A	Daniel	Klemm
N/A	Barb	Kohler
N/A	Eugene	Kopp
D	Dave	Kramer
D	Jackie	Krifka
R	Larry	Lanctot
R	Nancy	Land
N/A	Karina	Lee
N/A	Cheryl	Leonard
D	Jeanne	Lepp
D	Iris	Leuck
N/A	Deborah	Lewis
D	Dorinda	Macik
R	Mary	Magdalen–Moser
N/A	Karen	Maki
N/A	Dennis	Manke
N/A	Kay	Manke
N/A	Wayne	Manlick
N/A	Linda	Manlick

Election Official Appointments Jan. 1, 2016 - Dec. 31, 2017

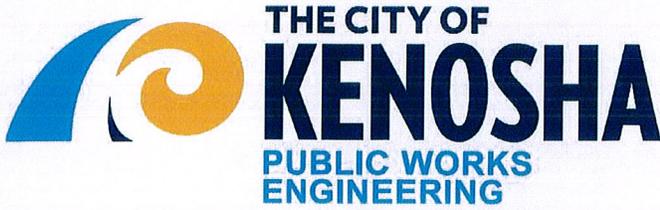
Party	First Name	Last Name
D	Judie	Marini
N/A	Katherine	Marks
R	Pete	Martin
D	Lorraine	Marzini
N/A	Mary	Matson
R	Connie	McCurdy
N/A	Terry	McGovern
N/A	Pat	McGovern
R	Judy	Meyer
D	Kathleen	Meyer
R	Theresa	Michaelis
N/A	Richard	Milkie
R	John	Miller
R	Beverly	Mobley
N/A	Susie	Moe
N/A	Ceacy	Moore
N/A	Tasheka	Moore
R	Pamela	Mundling
N/A	David	Munson
R	Robert	Naidicz
R	Denise	Nedeau
N/A	Charlene	Nelson
N/A	Kathy	Neururer
N/A	Donna	Nicolazzi
D	Robert	Noreen
R	Dan	Nyberg
N/A	Norma	Pagel
N/A	Todd	Pawlacz
R	Darlene	Perez
D	Evelyn	Pizzala
D	Rollin	Pizzala
N/A	Deborah	Pointer
N/A	Julia	Polanin
D	Mary Lou	Potenziani
N/A	Tammy	Prell
D	Meridith	Prostko
D	Joann	Prybylski
D	Jerome	Prybylski
N/A	Mary Kay	Pulera
D	Kim	Rains
N/A	Rogers	Randle
R	Harry	Rarick
N/A	Gretchen	Rasch
D	Irene	Reid
D	Judy	Reynolds

Election Official Appointments Jan. 1, 2016 - Dec. 31, 2017

Party	First Name	Last Name
N/A	Rita	Richmond
N/A	Deanna	Richter
R	John	Ristau
D	Donald	Robers
D	Elizabeth	Rocco
N/A	Jessica	Ruby De La Torre
N/A	Vera	Ruffalo
D	Edward	Salo
D	Suzette	Salo
N/A	Dewey	Sammons
N/A	Benjamin	Sauceda
N/A	Mary	Savaglio
N/A	Francesca	Scalia
N/A	Donald	Schmelling
D	Joyce	Schmidt
N/A	Christina	Schmidt
N/A	Constance	Schweitzer
R	John	Scott
N/A	Robert	Scuglik
R	Linda	Serpe
N/A	Marcia	Shaffer
D	Bonnie	Sheerin
N/A	Linda	Sherfinski
N/A	Edna	Shodis
N/A	Kathy	Shodis
D	Charles	Short
D	Charlotte	Short
N/A	Mark	Short
N/A	Todd	Shwaiko
D	June	Sinkfield
N/A	Shena	Sledge
D	Shawna	Smith
N/A	Mary	Soronen
R	Kairesa	Spann
R	Ken	Sprague
N/A	Maralyn	Stec
N/A	Kathy	Steinke
R	Donna	Stempfley
N/A	Kathy	Stone
N/A	Lawrence	Stone
N/A	Joseph	Sturino
D	Ruby	Sumeland
D	Dennis	Tait
D	Cynthia	Tenant
D	John	Tenant

Election Official Appointments Jan. 1, 2016 - Dec. 31, 2017

Party	First Name	Last Name
N/A	Larry	Tostrud
N/A	Francisca	Turner
N/A	Anita	Uteg
R	Cheryl	Uttech
N/A	Susan	VanBendegom
N/A	Joyce	Vigansky
D	Tina	Wallace
D	Lisa	Wallace
N/A	Barbara	Ware
R	Robert	Warrender
R	Laurie	Warrender
N/A	Cherie	Webb
N/A	Leroy	Webb
N/A	Darlene	Webb
N/A	Carol	Welker-Edwards
N/A	John	Welty
R	Mary Jane	Wember
N/A	Delores	White
N/A	Eddie	White Jr.
N/A	Kurt	Wicklund
D	Janice	Wilcoxon
D	Ann	Wilson
N/A	Dale	Wilson
N/A	Delana	Wilson
N/A	Roman	Wojciehowicz
N/A	Erin	Wood
N/A	Linda	Young-Cline
N/A	Carol	Zamba
N/A	Mark	Zanin
N/A	Chase	Zanin
N/A	Marilyn	Zimney
N/A	Donna	Zukowski
	Special Voting Deputy	
D	Gail Ball	
R	Pamela Mundling	
	Absentee Board of Canvassers	
D	Gail Ball	
R	Tom Defazio	



December 16, 2015

To: Eric J. Haugaard, Chairman
Public Works Committee

Cameron Olson, Chairperson
KPM Board of Trustees,

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Acting Director of Public Works /City Engineer

Dan Joyce
Museum Director

Subject: Project: 15-1528 Building Automation Systems (BAS) and Reheat Valve Replacements

Location: 5500 First Avenue

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$80,000. Budget amount is \$150,000 to fund this installation contract with the balance of the CIP funds used by the City for purchase of replacement valves and the BAS server to be installed as part of this contract.

This project consists of upgrading Kenosha Public Museum's existing (12) year old Carrier BAS with a modern Carrier system, add a new outdoor mounted combination temperature/humidity sensor, and replace forty-six (46) city supplied hot water reheat valves that have reached obsolescence.

Following is the list of bidders:

Contractor	Base Bid
Martin Petersen Company, Kenosha, WI	\$77,945.00
H&H Energy Services, Madison, WI	\$78,510.00

H&H Energy Services also submitted a bid using Tridium components which came in at \$102,690.

It is recommended that this contract be awarded to Martin Petersen Company, Kenosha, Wisconsin, for the base bid amount of \$77,945.00 plus \$8,000.00 in contingency for unforeseen conditions (if needed), for total award amount of \$85,945.00. Funding is from CIP Line Item MU-13-001.



THOMSON REUTERS™

Order Form

Contact your representative mike.berntsen@thomsonreuters.com with any questions. Thank you.

Order ID: **740318**

Subscriber Information

Account Address:

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

Shipping Address:

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

Billing Address:

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

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "w e" or "our" and Subscriber means "you", "my" or "I".

Online/Practice Solutions/Software and Print/ProView eBooks Programs

Online/Practice Solutions/Software

Svc Mat #	Product	Qty	Unit	Program Details	Program Code	List	Other	Monthly Charges	Minimum Term (Months)	Term Increases
40988755	Government Select Level 2 States (WestlawNext™); (Banded) <input type="text" value="See Attachment for Select Product details"/>	5	Atty (s) 10 Pswrds	Exception Approved	545210	\$1,334.00	37%	\$840.42	36	Year2-3% Year3-3%

Minimum Terms

Monthly Charges begin on the date West Publishing Corporation ("West, "w e" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.

During my subscription terms, I am also responsible for all Excluded/Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

Post Minimum Terms

For Online/Practice Solutions/Software: Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Print/ProView eBooks

Print/eBook Products

Svc Mat #	Product	Qty	Unit	Program Details	Program Codes	List Price	Other	charges	Subscription Service Type
22109304	Attorney's Illustrated Medical Dictionary	1	Each	Print Rewards Program	683239B56354	\$245.00	100%	\$0.00	Ship and Enter Subscription

37005188	The Law of Electronic Signatures and Records, 2014-2015 ed.	1	Each	Print Rewards Program	683239B56354	\$331.00	100%	\$0.00	Ship and Enter Subscription
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Subscription Services for Print Rewards Promotions

Initial for Print Rewards Promotion and Subscription Services. Because of a qualifying West product, you are eligible to receive the initial shipment and any updates or supplements released in the next 90 days, for the products designated above, at no charge. I request West to provide subscription services for the products designated above. You will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then-current rates.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Order charges for print/eBook products not on subscription:	N/A
Initial order charges for print/eBooks products with updates billed upon shipment:	N/A
Initial Monthly Charges for Products under 36 month Minimum Term:	\$840.42
Estimated total Monthly Charges for the initial 12 months:	\$0.00

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

Miscellaneous

Charges, Payments Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

Transportation Charges. Print and CD-ROM/DVD products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at then-current carrier rates only.

Excluded Charges. If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then-

current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>. Excluded Charges may change after 30 days written or online notice.

The General Terms and Conditions, located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf> apply to all products ordered, purchased or licensed on this Order Form except print. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Products Subscriptions The number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you ordered appear in the Quantity column above. Our pricing for banded products is made in reliance upon that number. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable. Law firm and government subscribers of banded products will receive one (1) password for each attorney and an equal number of passwords for non-attorneys.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Hosted Practice Solutions
- CD-ROM Libraries / DVD products
- West LegalEdcenter
- West km software
- Westlaw Doc & Form Builder
- Time and Billing
- Westlaw Patron Access
- Westlaw Paralegal
- Campus Research
- ProView eBooks

Additional Contract Information

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

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

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

ACKNOWLEDGMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of Subscriber.

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

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THOMSON REUTERS™

Attachment

Contact your representative mike.berntsen@thomsonreuters.com with any questions. Thank you.

Order ID: **740318**

Payment and Shipping Information

Payment Method:

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

Shipping Information:

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

Additional Information

Created By: **0094857**
Order Source: **27**
Revenue Channel: **01**
Order Date: **12/11/2015 11:24:00 AM**
P.O. Number:
Additional Data B: **5**

Product and User Details

Banded Products for all users below

40988755 Government Select Level 2 States (WestlawNext™); (Banded)

User	Position	Email
Ed Antaramian	Attorney	eAntaramian@kenosha.org
Dana Fox	Non-Attorney	dfox@kenosha.org
Matthew Knight	Attorney	mKnight@kenosha.org
Jon Mulligan	Attorney	jMulligan@kenosha.org
Bill Richardson	Attorney	bRichardson@kenosha.org
Kathie Ventura	Non-Attorney	kventura@kenosha.org

CustomPro Product Details

Material ID	Description
40982589	Primary Law with KeyCite®: All — Wisconsin (WestlawNext™);
40981520	All Primary Law (WestlawNext™);
40982258	Analytical Library Wisconsin (WestlawNext™);
30152124	Drafting Assistant Litigation & Transactional with West Case Notebook Research Only
40981733	Municipal Law Practitioner Counselor — Wisconsin (WestlawNext™);
41024657	Related Documents (WestlawNext™);

Lapse Subscriptions

Active Subscriptions to Lapse	Contract Number	Material ID
GOVERNMENT SELECT ON WESTLAW	0118627271	40988664
GENERAL COUNSEL ALL PRIMARY LAW ON WESTLAW	0118627284	40973997
RELATED DOCUMENTS ON WESTLAW	0118627295	41024656
WI ANALYTICAL LIBRARY ON WESTLAW	0118627289	40973697
WI MUNICIPAL LAW PRACTITIONER COUNSELOR ON WESTLAW	0118627292	40974497
WI PRIMARY LAW WITH KEYCITE ALL ON WESTLAW	0118627273	40973878

Order Contact Information

First Name	Last Name	Email Address	Contact Description	Contact Number
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Ed	Antaramian	eantaramian@kenosha.org	Order Confirmation Contact	28
Ed	Antaramian	eantaramian@kenosha.org	Primary Password Contact	24
ED	Antaramian	eantaramian@kenosha.org	LVN/CNB/CLX/DA Tech Contact	03

Office Use Only				
■	Exception Approval Code:E305635			
■	Worksheet Custom Pro: https://ordermation.west.thomson.com/esigs/of.aspx?fordergroupid=3cafe555c08c4f55a920dc27703ab995&pfv=true			
■	OF Ver: https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=42ac7b1181334017b8761acdfcb26f97&isofview=yes			



THOMSON REUTERS™

Order Form

Contact your representative brandon.benson@thomsonreuters.com with any questions. Thank you.

Order ID: **731268**

Subscriber Information

Account Address:

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

Shipping Address:

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

Billing Address:

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

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "w e" or "our" and Subscriber means "you", "my" or "I".

Online/Practice Solutions/Software and Print/ProView eBooks Programs

Print/ProView eBooks Programs

Svc Mat #	Product	Qty	Unit	Program Details	Program Code	List	Other	Monthly Charges	Minimum Term (Months)	Term Increases
40666420	West Complete Library <small>See Attachment for product details</small>	1	Package	601817H47593- WCMP Exception	601817H47593	\$482.42		\$482.42	36	Year2- 5% Year3- 5%

Subscription Services for Print /ProView eBook Programs

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print products, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages. eBooks that are updated receive updates to the most current version of each edition of the eBooks which are available during your subscription terms.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the "Miscellaneous" section below.

If West Complete is designated above and you terminate any West Complete Print product during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted.

Minimum Terms

Monthly Charges begin on the date West Publishing Corporation ("West", "w e" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.

Post Minimum Terms

Initials for Automatic Renewal Term for Print/ProView eBook Programs. I request West to continue subscription services for the products designated above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, ~~Eagan MN 55123-1803~~ December 21, 2015, Pg 133

Order charges for print/eBook products not on subscription:	N/A
Initial order charges for print/eBooks products with updates billed upon shipment:	N/A
Initial Monthly Charges for Products under 36 month Minimum Term:	\$482.42

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

Miscellaneous

Charges, Payments Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

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

Signature for Order ID: 731268

Signature of Authorized Representative for order

Title

Printed Name

Date

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Attachment

Contact your representative brandon.benson@thomsonreuters.com with any questions. Thank you.

Order ID: **731268**

Payment and Shipping Information

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

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

Additional Information

Created By: **0068402**
 Order Source: **27**
 Revenue Channel: **12**
 Order Date: **12/8/2015 12:34:06 PM**
 P.O. Number:

West Complete Products

Material #	Products	Quantity	
		Exist	New
22035157	BANKRUPTCY CODE RULES AND FORMS PAMPHLET SUB	1	0
13511154	WI OFFICIAL REPORTS 2D (CALLAGHAN) SUB	1	0
13511189	WI DIGEST (CALLAGHAN) SUB	1	0
13511197	WI PLEADING AND PRACTICE SUB	1	0
14496396	WI PRACTICE V4-6A CIVIL PROCEDURE FORMS SUB	1	0
22128835	WI PRACTICE V3 AND 3A CIVIL PROCEDURE SUB	1	0
13512843	CIVIL RIGHTS LITIGATION AND ATTORNEY FEES HANDBOOK SUB	1	0
11593257	WI PRACTICE V9 CRIMINAL PRACTICE AND PROCEDURE PRETRIAL SUB	1	0
40556412	WI PRACTICE V15-16 DEATH IN WI: LEGAL PRACTITIONERS GUIDE TO POST MORTEM ADMINISTRATION SUB	1	0
40643793	WI PRACTICE SERIES V18 ELDER LAW SUB	1	0
40529170	FEDERAL JURY PRACTICE AND INSTRUCTIONS CIVIL COMPANION SUB	1	0
22016284	WI PRACTICE V1-2A METHOD OF PRACTICE SUB	1	0
13511235	WI PRACTICE SERIES V10&11 TRIAL HANDBOOK SUB	1	0
22045905	WI STAT ANNO SUB	1	0
17179177	WI PRACTICE V3B CIVIL RULES HANDBOOK SUB	1	0
13980898	WI PRACTICE SERIES V12-13 COLLECTION LAW SUB	1	0
40567553	WI COURT RULES STATE,FEDERAL AND LOCAL PAMPHLETS V.I-III FULL SUB	1	0
40464130	WI PRACTICE V14 ELEMENTS OF AN ACTION SUB	1	0
17182074	WI PRACTICE V7 EVIDENCE SUB	1	0
40638030	WI PRACTICE V17 WORKERS COMPENSATION SUB	1	0

Order Contact Information

First Name	Last Name	Email Address	Contact Description	Contact Number
Kathie	Ventura	kventura@kenosha.org	Order Confirmation Contact	28

Office Use Only

- Worksheet West Complete: <https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=d7a69155da4040b18d470354ec4689b0&pfv=true>
- OF Ver: <https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=ec6349df5e544883b4f4277ae8af7352&isofview=yes>

Thursday, December 10, 2015 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

Development Agreement between the City of Kenosha and the Kenosha Water Utility and Continental 315 Fund LLC. (Springs at Kenosha) (District 16) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Johnson, District 16, has been notified. The Agreement will be reviewed by the Public Works Committee and Board of Water before final approval by the Common Council.

LOCATION AND ANALYSIS:

Site: West of 125th Avenue at 71st Street

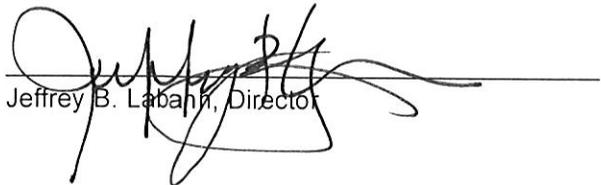
1. The Developer is proposing to construct a multi-family development on the site which requires a Conditional Use Permit and a Certified Survey Map. Public improvements are required as a condition of the development.
2. The attached Agreement denotes each of the Developers responsibilities in constructing the improvements, including 71st Street.
3. An additional Agreement will be required for future development of the other lots.

RECOMMENDATION:

A recommendation is made to approve the Development Agreement.



Rich Schroeder, Deputy Director



Jeffrey B. Labahn, Director

/u2/acct/cp/ekays/1CPC/2015/DEC10/10Staff-devagree-Springs.doc

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF KENOSHA AND THE
KENOSHA WATER UTILITY AND
CONTINENTAL 315 FUND LLC

Document Number

Document Title

This space is reserved for recording data

Return to:

Jonathan A. Mulligan
Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

03-121-01-420-212

Parcel Identification Number

DEVELOPMENT AGREEMENT

Between

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

And

**THE KENOSHA WATER UTILITY
A Municipal Water Utility**

And

**CONTINENTAL 315 FUND LLC
A Wisconsin Limited Liability Company**

This Development Agreement, ("Agreement") effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin ("City"), the Kenosha Water Utility, a municipally owned public water utility duly organized and existing under the Code of General Ordinances for the City of Kenosha and Section 66.0805 of the Wisconsin Statutes ("Utility"), and Continental 315 Fund LLC, a Wisconsin limited liability company with principal offices located at W134 N8675 Executive Parkway, Menomonee Falls, Wisconsin 53051 ("Developer"), collectively referred to as the Parties.

WITNESSETH:

Whereas, Developer is the owner of approximately 48.46 acres of real estate in the City of Kenosha which is legally described on attached Exhibit A and shown on the certified survey map attached as Exhibit B, together with the land comprising portions of 71st Street, 130th Avenue and 67th Street to be dedicated to the public for street purposes, all of which is hereinafter referred to as the "Real Estate"; and,

Whereas, Developer desires to develop a portion of the Real Estate for commercial purposes as fourteen, twenty unit apartment buildings and a clubhouse on Lot 1 shown on the certified survey map attached as Exhibit B (the "Phase I Development"); and

Whereas, the Phase I Development of the Real Estate by Developer requires the design, construction and installation by Developer of certain utility improvements, street improvements, stormwater drainage facilities, and other improvements, all of which are more fully described in this Agreement; and,

Whereas, the Parties acknowledge and agree that the improvements to be made by Developer pursuant to this Agreement are to be completed, dedicated and accepted by City, Utility, and the Wisconsin

Department of Transportation, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate; and,

Whereas, the Real Estate is zoned TRD-2 Traditional Multiple Family Residential District, FW Floodway District, SWO Shoreland Wetland Overlay District, and AIR-4 Airport Overlay District Overflight at the time of execution of this Agreement which permits the commercial development set forth in this Agreement; and,

Whereas, the Plan Commission of City and the City Public Works Committee have recommended to the Common Council and the Common Council of City has approved a certified survey map attached as Exhibit B for the Real Estate on the condition that Developer enter into this Agreement relative to the manner and method by which the Phase I Development of the Real Estate is to be developed subject to the requirements of this Agreement; and,

Whereas, the Plan Commission of City has approved a conditional use permit attached as Exhibit C for the Phase I Development of the Real Estate on the condition that Developer enter into this Agreement relative to the manner and method by which the Phase I Development of the Real Estate is to be developed subject to the requirements of this Agreement; and,

Whereas, Utility is the accepting and approving agency for City with respect to sanitary sewerage facilities and water supply and distribution facilities for the Real Estate, and Utility is willing to approve the provision of sanitary sewerage and water supply to the Phase I Development of the Real Estate subject to the terms and conditions of this Agreement; and

Whereas, Developer agrees to develop the Phase I Development of the Real Estate as provided in the certified survey map, the conditional use permit, and this Agreement.

Now, Therefore, in consideration of the mutual promises and undertakings of the Parties, including the approval by City of a certified survey map for the Real Estate and a conditional use permit for the Phase I Development of the Real Estate, and the provision by Utility of sanitary sewerage and water supply, the Parties agree that the Phase I Development of the Real Estate will be developed as provided in the certified survey map, the conditional use permit, and this Agreement.

I. IMPROVEMENTS

A. Sanitary Sewerage Facilities

1. Developer, at Developer's cost and expense, shall design, construct and install complete sanitary sewerage facilities serving the Phase I Development of the Real Estate, including the mains and appurtenances which are to be located in public rights-of-way, in accordance with Utility specifications, the conditional use permit, the certified survey map, the Sanitary Sewer Plan approved by Utility General Manager, all Wisconsin Department of Natural Resources (WDNR) requirements, and all Federal and State environmental law, rules, and regulations. Developer at Developer's cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sanitary

sewerage facilities from Utility General Manager prior to construction or installation of the sanitary sewerage facilities. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sanitary sewerage facilities from the WDNR prior to construction or installation of the sanitary sewerage facilities. Developer shall provide copies of all WDNR approvals to Utility upon receipt.

2. Developer, at Developer's cost and expense, shall obtain all permits required by any governmental unit or regulatory agency for the construction and installation of the sanitary sewerage facilities required by the conditional use permit and this Agreement, including sanitary sewerage extensions and connections, prior to the construction and installation of the sanitary sewerage facilities. City and Utility shall cooperate with Developer in obtaining all permits required by any governmental unit or regulatory agency for the construction and installation of the sanitary sewerage facilities required by the conditional use permit and this Agreement, including sanitary sewerage extensions and connections.
3. Subject to the terms of the conditional use permit and this Agreement, Utility shall allow Developer to extend and connect the sanitary sewerage facilities required by the conditional use permit and this Agreement to the sanitary sewerage facilities of Utility at Developer's cost and expense including payment by Developer of all fees, user fees, inspection fees, impact fees, charges or special assessments required to be paid pursuant to any federal, state, county, City or Utility laws, ordinances, resolutions, rules, regulations, the conditional use permit and this Agreement.
4. Developer, at Developer's cost and expense, shall complete the construction and installation of the fully functional sanitary sewerage facilities required by the conditional use permit and this Agreement without defect, damage or non-conformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules and regulations.
5. Developer, at Developer's cost and expense, shall provide Utility with copies of the results of all tests and inspections of the sanitary sewerage facilities required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of sanitary sewerage facilities trench backfill.
6. Developer, at Developer's cost and expense, shall provide Utility with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the sanitary sewerage facilities. Developer, at Developer's cost and expense, shall provide Utility with written certification by a professional engineer registered in the State of Wisconsin that the sanitary sewerage facilities were designed, constructed, installed, completed, and function as intended in accordance with the approved Sanitary Sewer Plan, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The "as-built" plans shall be provided to Utility

in print and digital form acceptable to Utility General Manager. Developer shall obtain approval of the "as-built" plans from Utility General Manager prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

7. Utility shall accept the sanitary sewerage facilities required to be designed, constructed and installed by Developer pursuant to the conditional use permit and this Agreement which are located in the public rights-of-way upon the following:
 - a. completion of the sanitary sewerage facilities in accordance with all approved plans and specifications, the Code of General Ordinances of the City of Kenosha, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional sanitary sewerage facilities without defect, damage or nonconformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
 - c. providing Utility with copies of the results of all tests and inspections of the sanitary sewerage facilities required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of sanitary sewerage facilities trench backfill.
 - d. approval by Utility General Manager of the stamped and certified "as-built" plans of the sanitary sewerage facilities required pursuant to Section I.A.6. of this Agreement.
 - e. payment of all fees and charges required to be paid by Developer for the sanitary sewerage facilities pursuant to the Code of General Ordinances and this Agreement.
 - f. receipt of final lien waivers from all contractors, subcontractors and suppliers.
 - g. receipt of Developer's affidavit of compliance with prevailing wage rate determination for work performed on such portions of the improvements located within public rights-of-way or in any easement located within the Real Estate.
 - h. certification of items a - g above by Utility General Manager.
 - i. approval by Utility Board of Water Commissioners upon recommendation of Utility General Manager of the sanitary sewerage facilities.

8. Developer, at Developer's cost and expense, shall be responsible for the maintenance and operation of the sanitary sewerage facilities required by the conditional use permit and this Agreement, including locate requests, unless and until the sanitary sewerage facilities are accepted by Utility. Upon acceptance of the sanitary sewerage facilities, Utility shall have full jurisdiction and ownership of the sanitary sewerage facilities located in the public rights-of-way and be responsible for their maintenance and operation subject to the guarantee of Developer provided in this Agreement.
9. The sanitary sewerage facilities required to be designed, constructed, and installed pursuant to Section I.A.1. of this Agreement, shall be installed, functional and accepted by Utility prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

B. Water Supply and Distribution Facilities

1. Developer, at Developer's cost and expense, shall design, construct, and install, complete water supply and distribution facilities serving the Phase I Development of the Real Estate, including the mains and appurtenances which are to be located in public rights-of-way, in accordance with Utility specifications, the conditional use permit, the certified survey map, the Water Main Plan approved by Utility General Manager, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the water supply and distribution facilities from Utility General Manager prior to construction or installation of the water supply and distribution facilities. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the water supply and distribution facilities from the WDNR prior to construction or installation of the water supply and distribution facilities. Developer shall provide copies of all WDNR approvals to Utility upon receipt.
2. Developer, at Developer's cost and expense, shall grant to Utility an easement across and through that certain portion of the Outlot 2 Area shown on the certified survey map attached at Exhibit B for the purpose of ingress and egress by Utility to the real estate owned by Utility located at 13010 75th Street, Kenosha, Wisconsin identified at Tax Parcel No. 03-121-01-301-445, shown as Detail "A" on the Outlot 2 Area on the certified survey map attached as Exhibit B. The easement shall be subject to approval by Utility Board of Water Commissioners upon recommendation of Utility General Manager. The easement shall be recorded with the Kenosha County Register of Deeds at Developer's expense and shall be binding upon all current and subsequent owners of the Real Estate. The easement shall also be shown on the certified survey map for the Real Estate.
3. Developer, at Developer's cost and expense, shall obtain all permits required by any governmental unit or regulatory agency for the construction and installation of the water supply and distribution facilities required by the conditional use permit and this Agreement,

including water supply distribution facilities extensions and connections, prior to construction and installation of the water supply distribution facilities. City and Utility shall cooperate with Developer in obtaining all permits required by any governmental unit or regulatory agency for the construction and installation of the water supply and distribution facilities required by the conditional use permit and this Agreement, including water supply distribution facilities extensions and connections.

4. Subject to the terms of the conditional use permit and this Agreement, Utility shall allow Developer to extend and connect the water supply and distribution facilities required by the conditional use permit and this Agreement to the water supply and distribution facilities of Utility at Developer's cost and expense including payment by Developer of all fees, user fees, inspection fees, impact fees, charges or special assessments required to be paid pursuant to any federal, state, county, City or Utility laws, ordinances, resolutions, rules, regulations, the conditional use permit and this Agreement.
5. Developer, at Developer's cost and expense, shall complete the construction and installation of the fully functional water supply and distribution facilities required by the conditional use permit and this Agreement without defect, damage or non-conformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
6. Developer, at Developer's cost and expense, shall provide Utility with copies of the results of all tests and inspections of the water supply and distribution facilities required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of water supply facilities trench backfill.
7. Developer, at Developer's cost and expense, shall provide Utility with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the water supply and distribution facilities. Developer, at Developer's cost and expense, shall provide Utility with written certification by a professional engineer registered in the State of Wisconsin that the water supply and distribution facilities were designed, constructed, installed, completed, and function as intended in accordance with the approved Water Main Plan, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The "as-built" plans shall be provided to Utility in print and digital form acceptable to Utility General Manager. Developer shall obtain approval of the "as-built" plans from Utility General Manager prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.
8. Utility shall accept the water supply and distribution facilities required to be designed, constructed and installed by Developer pursuant to this Agreement which are located in the public rights-of-way upon the following:

- a. completion of the water supply and distribution facilities in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional water supply and distribution facilities without defect, damage or nonconformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
 - c. providing Utility with copies of the results of all tests and inspections of the water supply and distribution facilities required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of water supply and distribution facilities trench backfill.
 - d. approval by Utility General Manager of the stamped and certified "as-built" plans of the water supply and distribution facilities required pursuant to Section 1.B.7. of this Agreement.
 - e. payment of all fees and charges required to be paid by Developer for the water supply and distribution facilities pursuant to the Code of General Ordinances and this Agreement.
 - f. receipt of final lien waivers from all contractors, subcontractors and suppliers.
 - g. receipt of Developer's affidavit of compliance with prevailing wage rate determination for work performed on such portions of the improvements located within public rights-of-way or in any easement located within the Real Estate.
 - h. certification of items a - g above by Utility General Manager.
 - i. approval by Utility Board of Water Commissioners upon recommendation of Utility General Manager of the water supply and distribution facilities.
9. Developer, at Developer's cost and expense, shall be responsible for the maintenance and operation of the water supply and distribution facilities required by the conditional use permit and this Agreement, including locate requests, unless and until the water supply and distribution facilities are accepted by Utility. Upon acceptance of the water supply and distribution facilities, Utility shall have full jurisdiction and ownership of the water supply and distribution facilities located in the public rights-of-way and be responsible for their

maintenance and operation subject to the guarantee of Developer provided in this Agreement.

10. The water supply and distribution facilities required to be designed, constructed, and installed pursuant to Section I.B.1. of this Agreement, shall be installed, functional and accepted by Utility prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

C. Stormwater Drainage Facilities

1. Developer, at Developer's cost and expense, shall design, construct and install stormwater drainage facilities located within the Real Estate and the public rights-of-way for the Phase I Development of the Real Estate, including storm and surface water drainage facilities, in accordance with City and Wisconsin Department of Transportation (WDOT) specifications, the conditional use permit, the certified survey map, the Stormwater Management Plan approved by City Engineer, the Storm Sewer Plan approved by City Engineer, all WDNR requirements, and all Federal and State environmental laws, rules and regulations.
2. Developer, at Developer's cost and expense, shall apply for and obtain a Post Construction Runoff Permit from City and shall submit to City any required financial guarantee all in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha entitled Post-Construction Stormwater Management Ordinance. No land disturbing construction activity as defined in Chapter XXXVI of the Code of General Ordinances shall be permitted by Developer until the Post-Construction Runoff Permit is issued to Developer by City. All land disturbing construction activities and the design, construction, installation and maintenance of the stormwater drainage facilities shall be done in compliance with Chapter XXXVI of the Code of General Ordinances, the approved Stormwater Management Plan, the approved Storm Sewer Plan, the approved Stormwater Drainage Facilities Maintenance Agreement, the Post-Construction Runoff Permit issued to Developer, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
3. Developer, at Developer's cost and expense, shall prepare all plans, specifications, and calculations for all stormwater drainage facilities and submit them to City Engineer for written approval which must be obtained prior to construction of the stormwater drainage facilities. The stormwater drainage facilities required by the conditional use permit and this Agreement shall comply with the performance standards set forth in Section 36.07 of the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
4. Developer, at Developer's cost and expense, shall obtain all permits required by any governmental unit or regulatory agency for the construction and installation of the stormwater drainage facilities required by the conditional use permit and this Agreement,

including stormwater drainage facilities extension and connections. City shall cooperate with Developer in obtaining all permits required by any governmental unit or regulatory agency for the construction and installation of the stormwater drainage facilities required by the conditional use permit and this Agreement, including stormwater drainage facilities extensions and connections.

5. Title to all stormwater drainage facilities for the Phase I Development of the Real Estate, including retention/detention basins and outlet structures, located within the Real Estate or any easements located within the Real Estate as shown on the certified survey map, the approved Stormwater Management Plan and the approved Storm Sewer Plan, shall be retained by Developer or conveyed by Developer to an owners' association upon notice to City. Developer, or the owners' association as the case may be, shall be responsible for the inspection, maintenance and operation of all stormwater drainage facilities for the Phase I Development of the Real Estate located within the Real Estate or in any easement located within the Real Estate as shown on the certified survey map, the approved Stormwater Management Plan and the approved Storm Sewer Plan, and shall enter into a Stormwater Drainage Facilities Maintenance Agreement with City in accordance with Section 36.10 of the Code of General Ordinances to provide for their inspection, maintenance and operation. The Stormwater Drainage Facilities Maintenance Agreement shall be subject to approval by the Common Council for the City of Kenosha upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee. The Stormwater Drainage Facilities Maintenance Agreement shall be recorded with the Kenosha County Register of Deeds at Developer's expense and shall be binding upon all current and subsequent owners of the Real Estate. The Stormwater Drainage Facilities Maintenance Agreement shall include among its provisions the following:
 - a. identification of the stormwater drainage facilities and designation of the drainage area served by the stormwater drainage facilities.
 - b. a schedule for the regular inspection, maintenance, repair, replacement, and operation of the stormwater drainage facilities consistent with the approved Stormwater Management Plan.
 - c. identification of the landowner or the owners' association responsible for the inspection, maintenance, repair, replacement, and operation of the stormwater drainage facilities.
 - d. requirement that the landowner or the owners' association inspect, maintain, repair, replace, and operate the stormwater drainage facilities in accordance with the schedule included in subparagraph b. above.
 - e. authorization for City to access the Real Estate to conduct inspections of the stormwater drainage facilities as necessary to determine whether the stormwater

drainage facilities are being maintained, repaired, replaced, and operated in accordance with the Stormwater Drainage Facilities Maintenance Agreement.

f. requirement that City maintain public records of the results of the inspections of the stormwater drainage facilities, to inform the landowner or the owners' association of the inspection results, and to specifically indicate any corrective actions required to bring the stormwater drainage facilities into proper working condition.

g. agreement that the landowner or the owners' association responsible for the inspection, maintenance, repair, replacement, and operation of the stormwater drainage facilities be notified by City of any maintenance problems requiring correction and that any specified corrective actions be undertaken within a reasonable time as determined by City.

h. authorization for City to perform or have performed on City's behalf, inspection, maintenance, repairs, or replacements of the stormwater drainage facilities upon the failure of the landowner or owners' association to do so as directed by City and to impose a special charge pursuant to Section 66.0627 of the Wisconsin Statutes against the Real Estate for the charges incurred by City in performing or having performed on City's behalf the inspection, maintenance, repairs or replacement to the stormwater drainage facilities which are the subject of the Stormwater Drainage Facilities Maintenance Agreement.

6. Developer, at Developer's cost and expense, shall grant to City a Stormwater Drainage Facilities Easement to the stormwater drainage facilities for the Phase I Development of the Real Estate located within the Real Estate required by the conditional use permit and this Agreement authorizing City to inspect, maintain, repair, or replace the stormwater drainage facilities in accordance with the Stormwater Drainage Facilities Maintenance Agreement. The Stormwater Drainage Facilities Easement shall be subject to approval by the Common Council of the City of Kenosha upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee. The Stormwater Drainage Facilities Easement shall be recorded with the Kenosha County Register of Deeds at Developer's expense and shall be binding upon all current and subsequent owners of the Real Estate. The Stormwater Drainage Facilities Easement also shall be shown on the certified survey map of the Real Estate.
7. Developer, at Developer's cost and expense, shall complete the construction and installation of the fully functional stormwater drainage facilities required by the conditional use permit and this Agreement without defect, damage or non-conformance with this Agreement, all approved plans, specifications and calculations, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules and regulations.

8. Developer, at Developer's cost and expense, shall provide City with copies of the results of all tests and inspections of the stormwater drainage facilities required by City, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of stormwater drainage facilities trench backfill.
9. Developer, at Developer's cost and expense, shall provide City with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the stormwater drainage facilities, including retention/detention basins and outlet structures. Developer, at Developer's cost and expense, shall provide City with written certification by a professional engineer registered in the State of Wisconsin that the stormwater drainage facilities, including retention/detention basins and outlet structures, were designed, constructed, installed, completed, and function as intended in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, the approved Stormwater Management Plan, the approved Storm Sewer Plan, the approved Stormwater Drainage Facilities Maintenance Agreement, the Post-Construction Runoff Permit issued to Developer, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The "as-built" plans shall be provided to City in print and digital form acceptable to City Engineer. Developer shall obtain approval of the "as-built" plans from City Engineer prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.
10. City shall accept the stormwater drainage facilities required to be designed, constructed, and installed by Developer pursuant to the conditional use permit and this Agreement which are located in the public rights-of-way upon the following:
 - a. completion of the stormwater drainage facilities in accordance with all approved plans, specifications and calculations, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional stormwater drainage facilities without defect, damage or nonconformance with this Agreement, all approved plans, specifications and calculations, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules and regulations.
 - c. providing City with copies of the results of all tests and inspections of the stormwater drainage facilities required by City, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of stormwater drainage facilities trench backfill.

d. approval by City Engineer of the stamped and certified "as-built" plans of the stormwater drainage facilities, including retention/detention basins and outlet structures, required pursuant to Section I.C.9. of this Agreement.

e. providing City with the Stormwater Drainage Facilities Maintenance Agreement for the inspection, maintenance and operation of the stormwater drainage facilities, including retention/detention basins and outlet structures, located within the Real Estate in form acceptable to City.

f. providing City with the Stormwater Drainage Facilities Easement for the stormwater drainage facilities, including retention/detention basins and outlet structures, located within the Real Estate in form acceptable to City.

g. payment of all fees and charges required to be paid by Developer for the stormwater drainage facilities pursuant to the Code of General Ordinances for the City of Kenosha and this Agreement.

h. receipt of final lien waivers from all contractors, subcontractors, and suppliers.

i. receipt of Developer's affidavit of compliance with prevailing wage rate determination for work performed on such portions of the improvements located within public rights-of-way.

j. certification of items a - i above by City Engineer.

k. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee of the stormwater drainage facilities.

11. Developer, at Developer's cost and expense, shall be responsible for the inspection, maintenance and operation of the stormwater drainage facilities required by the conditional use permit and this Agreement located within the public rights-of-way unless and until the stormwater drainage facilities located within the public rights-of-way are accepted by City. Upon acceptance of the stormwater drainage facilities located within the public rights-of-way, City shall have full jurisdiction and ownership of the stormwater drainage facilities located within the public rights-of-way and be responsible for their maintenance and operation, subject to the guarantee of Developer provided in this Agreement.
12. Developer shall indemnify, defend and hold harmless City, the Utility, their officers, employees and agents (the "Stormwater Indemnified Parties") from and against any and all claims, liability, loss, charges, damages, costs, expenses, judgments, settlement expenses and reasonable attorney fees, which any of them may hereafter sustain, incur or be required to pay to the extent arising out of, or related to, the design, construction and installation of the stormwater drainage facilities required by the conditional use permit and this Agreement which causes storm and surface water to flow in full or part upon any public or

private property provided that such indemnity shall not extend to the gross negligence or willful misconduct of the Stormwater Indemnified Parties and further provided that the Stormwater Indemnified Parties are not waiving any common law or statutory immunities, limits of liability, monetary liability limitations or notice requirements. Upon the filing with City or Utility of a claim for damages arising out of the acts which Developer herein agrees to indemnify, defend and hold City, the Utility and their officers, employees and agents harmless, the City or Utility shall notify Developer of such claim, and in the event that Developer does not settle or compromise such claim, Developer shall undertake the legal defense of such claim on behalf of Developer, City and/or Utility and their officers, employees and agents. It is specifically agreed that City and/or Utility, at City's and/or Utility's 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 City and/or Utility or any of their officers, employees or agents for any cause for which Developer is liable herewith shall be conclusive against Developer as to liability and the amount of damages. Any damages, costs or expenses, including reasonable attorney fees, sustained, incurred or paid by City and/or Utility, their officers, employees or agents arising out of the acts which Developer herein agrees to indemnify, shall be reimbursed through Developer's assurances required pursuant to this Agreement or through such other means as the City and/or Utility, in their sole discretion, deem appropriate. This paragraph shall survive installation of the stormwater drainage facilities to effectuate its purpose.

13. The stormwater drainage facilities required to be designed, constructed, and installed pursuant to Section I.C.1. of this Agreement, shall be installed and functional, and the stormwater drainage facilities located within the public rights-of-way shall be accepted by City prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

D. Streets, Curbs, and Gutters

1. Developer, at Developer's cost and expense, shall design, construct, and install all street improvements and curbs and gutters on 71st Street and 125th Avenue in accordance with City and WDOT specifications, the conditional use permit, the certified survey map, the Street Plan approved by City Engineer, the 2016 Total Improvements set forth in the letter from the WDOT dated June 18, 2015, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Prior to execution of this Agreement by City and Utility, Developer, at Developer's cost and expense, shall convey or cause to be conveyed to City, free and clear of all liens and encumbrances, 7,616 square feet, more or less, of land located in the northwest corner of the intersection of 71st Street and 125th Avenue to be used for the construction of 71st Street and dedicated to the public for street purposes. Prior to execution of this Agreement by City and Utility, Developer, at developer's cost and expense, shall grant to City a Temporary Turnaround Easement shown on the certified survey map attached as Exhibit B for the west terminus of 71st Street. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the street improvements and curbs and gutters from City Engineer, and

the WDOT. Developer, at Developer's cost and expense shall obtain all required permits for the design, construction, and installation of all street improvements and curbs and gutters from City Engineer, the WDOT provided that City hereby agrees to submit a permit application to WDOT for a public street extension if required, and the WDNR prior to construction or installation of the street improvements and curbs, and gutters.

2. Developer, at Developer's cost and expense, shall obtain all permits required by any governmental unit or regulatory agency for the construction and installation of the street improvements and curbs and gutters required by the conditional use permit and this Agreement. City shall cooperate with Developer in obtaining all permits required by any governmental unit or regulatory agency for the street improvements and curbs and gutters required by the conditional use permit and this Agreement.
3. Developer, at Developer's cost and expense, shall grade all streets to approved subgrade prior to the installation of any utilities. Developer, at Developer's cost and expense, shall provide City with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the street subgrades. Developer, at Developer's cost and expense, shall provide City with written certification by a professional engineer registered in the State of Wisconsin that the street subgrades were designed, constructed, installed, completed and function as intended in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, and all WDOT specifications. The "as-built" plans of the street subgrades shall be provided to City in print and digital form acceptable to City Engineer. Developer shall obtain approval of the "as-built" plans of the street sub grades from City Engineer and WDOT prior to the installation of any utilities.
4. Developer shall not perform any street paving or install any curbs and gutters after November 15th of any calendar year without the express written approval of City Engineer. No street paving or curb and gutter installation will be permitted after December 1st of any calendar year. Street paving and installation of curb and gutter may commence after April 1st of any calendar year with the approval of City Engineer. Developer shall not perform any street paving or install any curb and gutter within State of Wisconsin public rights-of-way during any portion of the calendar year prohibited by the State of Wisconsin.
5. Developer, at Developer's cost and expense, shall provide City with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the street improvements, including all curbs, gutters and sidewalks. Developer, at Developer's cost and expense, shall provide City with written certification by a professional engineer, registered in the State of Wisconsin, that the street improvements, including all curbs, gutters and sidewalks were designed, constructed, installed, completed, and function as intended in accordance with the approved Street Plan, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules and regulations. The "as-built" plans shall be provided to City in print and digital form acceptable to City Engineer. Developer shall obtain approval of the "as-built" plans

from City Engineer and the WDOT prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

6. City shall accept the street improvements and all curbs and gutters on 71st Street required to be designed, constructed, and installed by Developer pursuant to the conditional use permit and this Agreement which are located in the public rights-of-way or in any Temporary Turnaround Easement located within the Real Estate upon the following:
 - a. completion of the street improvements and all curbs and gutters in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional street improvements and all curbs and gutters without defect, damage or nonconformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules and regulations.
 - c. providing City with copies of the results of all tests and inspections of the street improvements and all curbs and gutters, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of street, curb and gutter trench backfill.
 - d. approval by City Engineer of the stamped and certified "as-built" plans of the street improvements and all curbs and gutters required pursuant to Section 1.D.5. of this Agreement.
 - e. payment of all fees and charges required to be paid by Developer for the street improvements and all curbs and gutters pursuant to the Code of General Ordinances for the City of Kenosha and this Agreement.
 - f. receipt of final lien waivers from all contractors, subcontractors, and suppliers.
 - g. receipt of Developer's affidavit of compliance with prevailing wage rate determination, for work performed on such portions of the improvements located within City public rights-of-way.
 - h. certification of items a - g above by City Engineer.

i. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer and the City of Kenosha Board of Public Works of the street improvements, all curbs and gutters, and rights-of-way.

7. Developer, at Developer's cost and expense, shall be responsible for the maintenance of the street improvements and all curbs and gutters required by the conditional use permit and this Agreement, including snow plowing, unless and until the street improvements and all curbs and gutters are accepted by City. Except as otherwise provided in this Section I.D.7., upon acceptance of the street improvements and all curbs and gutters, City shall have full jurisdiction and ownership of the street improvements and all curbs and gutters which are located in the public rights-of-way and shall be responsible for their maintenance subject to the guarantee of Developer provided in this Agreement. Upon acceptance of the street improvements and all curbs and gutters and until completion of the Phase I Development, City shall periodically conduct an inspection of the street improvements and all curbs and gutters located in the public rights-of-way. Any damage to the street improvements and curbs and gutters relating to the construction of the Phase I Development discovered during any inspection by City shall be removed, repaired and replaced at Developer's cost and expense as directed by City Engineer. Failure of the Developer to perform the required corrective action in the specified time following written notice from the City Engineer shall constitute a default under this Agreement whereupon the City may do or cause the work to be done and charge the cost for the work against any assurances provided pursuant to this Agreement or impose a special charge and/or special assessment against the Phase I Development in the event there is no applicable assurance or the assurance is insufficient as provided for in Section III.A.6. of this Agreement.
8. The street improvements and curbs and gutters required to be designed, constructed, and installed pursuant to Section I.D.1. of this Agreement shall be completed, dedicated, and accepted by City and the WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

E. Other Utilities and Utility Easements

1. Developer, at Developer's, cost and expense, shall locate and install all other utilities serving the Phase I Development of the Real Estate in accordance with utility specifications, the conditional use permit, the certified survey map, the plans approved by City Engineer, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the location and installation of the utilities from City Engineer and Utility General Manager.
2. Developer, at Developer's cost and expense, shall provide easements for utilities, which shall be shown on the certified survey map for the Real Estate and the plans approved by City Engineer and Utility General Manager.

3. Easements for utilities may be modified or terminated only by City, Utility, or other utility and only in the event City, Utility, or other utility determine that the easement, in full or in part, is no longer required to provide essential service.

F. Erosion Control

1. Developer, at Developer's cost and expense, shall prepare and submit to City an Erosion and Sediment Control Plan in accordance with Chapter XXXIII of the Code of General Ordinances for the City of Kenosha entitled Land-Disturbing Erosion and Sediment Control Ordinance. Developer, at Developer's cost and expense, shall apply for and obtain an Erosion Control Permit from City and shall submit to City the cash assurance all in accordance with Chapter XXXIII of the Code of General Ordinances. Developer, at Developer's cost and expense, shall apply for and obtain all WDNR permits in any way related to land disturbing activities or land disturbing construction activities within any wetlands located within the Real Estate or any public rights-of-way. No land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances shall be permitted by Developer until the Erosion and Sediment Control Plan is approved by City, the cash assurance is deposited with City, all permits in any way related to land disturbing activities or land disturbing construction activities within any wetlands within the Real Estate or any public rights-of-way are issued by WDNR, and the Erosion Control Permit is issued by City. All land disturbing construction activities undertaken by Developer shall be done in compliance with Chapter XXXIII of the Code of General Ordinances, the approved Erosion and Sediment Control Plan, the Erosion Control Permit issued to Developer by City, all permits required by any governmental unit or regulatory agency, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The Erosion and Sediment Control Plan shall include the location and duration of topsoil stockpiles. Developer, at Developer's cost and expense, shall remove all topsoil stockpiles in accordance with Chapter XXXIII of the Code of General Ordinances, all WDNR requirements, and all Federal and State environmental laws, rules and regulations prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.
2. Developer, at Developer's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency in any way related to erosion and sediment control required by the conditional use permit and this Agreement prior to commencement by Developer of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances.

G. Grading

1. Developer, at Developer's cost and expense, shall grade the Real Estate in accordance with City specifications, the conditional use permit, the certified survey map, and the Grading Plan approved by City Engineer, all WDNR requirements, and all Federal and State

environmental laws, rules and regulations. Developer, at Developer's cost and expense, shall obtain approval of the Grading Plan from City Engineer prior to commencement by Developer of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances.

2. Developer, at Developer's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency in any way related to the grading required by the conditional use permit and this Agreement prior to commencement by Developer of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances.
3. Developer, at Developer's cost and expense, shall provide City with "as-built" grading plans stamped by a professional engineer registered in the State of Wisconsin. Developer, at Developer's cost and expense, shall provide City, with written certification by a professional engineer registered in the State of Wisconsin that the grading was designed, constructed, installed, completed, and functions as intended in accordance with the approved Grading Plan, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The "as-built" grading plans shall be provided to City in print and digital form acceptable to City Engineer. The initial "as-built" grading plan to be provided by Developer shall include property line grades at 25 foot intervals and grades at locations of grade differences to illustrate drainage patterns, public improvements, the entire storm sewer system and all stormwater drainage facilities. For subsequent "as-built" submittals, Developer shall submit a revised "as-built" grading plan which shall include all previously approved "as-built" grading plan information together with all additional "as-built" grading plan information for the construction phase for which the issuance of any Temporary Certificate of Occupancy is being requested. Developer shall obtain approval of the "as-built" grading plan from City Engineer prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within each construction phase contained within the approved construction phasing plan on file with the Department of Community Development and Inspections..

H. LED Street Lighting

1. Developer, at Developer's cost and expense, shall design and install a complete system of LED street lighting on 71st Street and 125th Avenue in accordance with City, and WDOT specifications, the conditional use permit, the certified survey map, the Lighting Plan approved by City Engineer, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall provide City with all shop drawings and cut sheets for the LED street lighting system and shall obtain approval of the LED street lighting system from City Engineer and the WDOT prior to construction and installation of the LED street lighting system.

2. Developer, at Developer's cost and expense, shall obtain all permits required by any governmental unit or regulatory agency for the construction and installation of the LED street lighting system required by the conditional use permit and this Agreement prior to construction and installation of the LED street lighting system.
3. Developer, at Developer's cost and expense, shall provide City with "as-built" plans of the LED street lighting system, including street light conduits and pull boxes, stamped by a professional engineer registered in the State of Wisconsin. Developer, at Developer's cost and expense, shall provide City with written certification by a professional engineer registered in the State of Wisconsin that the LED street lighting system, including street light conduits and pull boxes, were designed, constructed, installed, completed, and function as intended in accordance with the approved Lighting Plan, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules and regulations. The "as-built" plans of the LED street lighting system shall be provided to City in print and digital form acceptable to City Engineer. Developer shall obtain approval of the "as-built" plans of the LED street lighting system from City Engineer and the WDOT prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.
4. The LED street lighting system in the public rights-of-way shall be completed and presented to City for acceptance prior to, or concurrent with, presenting the street improvements and all curbs and gutters to the City and the WDOT for acceptance.
5. City shall accept the LED street lighting system required to be designed and installed by Developer pursuant to the conditional use permit and this Agreement located in the public rights-of-way upon the following:
 - a. completion of the LED street lighting system in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional LED street lighting system without defect, damage or nonconformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
 - c. receipt of final lien waivers from all contractors, subcontractors, and suppliers.
 - d. approval by City Engineer of the stamped and certified "as-built" plans of the LED street lighting system, including street light conduits and pull boxes, required pursuant to Section I.H.3. of this Agreement.

e. receipt of Developer's affidavit of compliance with prevailing wage rate determination, for work performed on such portions of the improvements located within public rights-of-way.

f. certification of items a - e above by City Engineer.

g. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer and the City of Kenosha Board of Public Works of the LED street lighting system.

6. Developer, at Developer's cost and expense, shall be responsible for the maintenance and operation of the LED street lighting system required by the conditional use permit and this Agreement located within the public rights-of-way unless and until the LED lighting system located within the public rights-of-way is accepted by City and the WDOT, as the case may be. Upon acceptance of the LED lighting system, City shall have full jurisdiction and ownership of the LED street lighting system located in the public rights-of-way and be responsible for its maintenance and cost of operation subject to the guarantee of Developer provided in this Agreement.
7. The LED lighting system required to be designed, constructed and installed pursuant to Section I.H.1. of this Agreement shall be completed and accepted by City and the WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

I. Landscaping

1. Developer, at Developer's cost and expense, shall design and install landscaping throughout the public right-of-way on 71st Street in accordance with City specifications, the conditional use permit, the certified survey map, the Landscaping Plans approved by City Engineer, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall obtain approval of the Landscaping Plan from City Engineer and the WDOT prior to installation of the landscaping.
2. Developer, at Developer's cost and expense, shall protect existing trees within the public right-of-way on 71st Street in accordance with Section 34.10 of the Code of General Ordinances for the City of Kenosha entitled Tree Protection and shall apply for and obtain a Tree Protection Permit from City.
3. Developer, at Developer's cost and expense, shall remove and lawfully dispose of all rubbish, dead trees, branches, brush, tree trunks, shrubs, and other natural growth inconsistent with the approved Landscaping Plan. Developer, at Developer's cost and expense, shall apply for and obtain a raze permit from City prior to removing any structures.

4. Developer, at Developer's cost and expense, shall finish grade all lawn park areas on 71st Street with six (6) inches of topsoil.
5. The landscaping shall be completed and presented to City for acceptance prior to or concurrent with Developer presenting the street improvements and all curbs and gutters to the City and the WDOT for acceptance.
6. City shall accept the landscaping required to be designed and installed by Developer pursuant to the conditional use permit and this Agreement located in the public rights-of-way upon the following:
 - a. completion of the landscaping in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. installation and delivery of the landscaping without defect, damage or nonconformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, and the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
 - c. receipt of final lien waivers from all contractors, subcontractors, and suppliers.
 - d. receipt of Developer's affidavit of compliance with prevailing wage rate determination, for work performed on such portions of the improvements located within public rights-of-way.
 - e. certification of items a - d above by City Engineer.
 - f. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer and the City of Kenosha Board of Public Works of the landscaping.
7. Developer, at Developer's cost and expense, shall be responsible for the maintenance of the landscaping required by the conditional use permit and this Agreement located within the public rights-of-way unless and until the landscaping located within the public rights-of-way is accepted by City.
8. The landscaping required to be installed pursuant to Section I.I.1. of this Agreement shall be completed and accepted by City prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

J. Sidewalks

1. Developer, at Developer's cost and expense, shall design, construct and install sidewalks for the Phase I Development of the Real Estate in the public rights-of-way in accordance with City specifications, the conditional use permit, the certified survey map, the Site Plan, the Street Plan approved by City Engineer, the Americans With Disabilities Act standards and guidelines, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sidewalks from City Engineer.
2. Sidewalks in the public rights-of-way shall be five (5) feet wide and shall be constructed of a minimum of four (4) inches of Portland cement concrete over a two (2) inch aggregate base. The portion of sidewalks extending through any driveway approach shall be constructed of a minimum of eight (8) inches of Portland cement concrete over a two (2) inch aggregate base. Sidewalks in the public rights-of-way shall be constructed and installed in accordance with the requirements of Section 5.05 of the Code of General Ordinances.
3. City shall accept the sidewalks required to be designed, constructed and installed by Developer pursuant to the conditional use permit and this Agreement which are located in the public rights-of-way upon the following:
 - a. completion of the sidewalks in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, the Americans with Disabilities Act standards and guideline, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the sidewalks without defect, damage or nonconformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, the American with Disabilities Act standards and guidelines, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
 - c. providing City with copies of the results of all tests and inspections of the sidewalks, including density tests certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of sidewalk trench backfill.
 - d. approval by City Engineer of the stamped and certified "as-built" plans of the sidewalks required pursuant to Section I.D.5. of this Agreement.

- e. receipt of final lien waivers from all contractors, subcontractors, and suppliers.
- f. receipt of Developer's affidavit of compliance with prevailing wage rate determination, for work performed on such portions of the improvements located within public rights-of-way.
- g. certification of items a – f above by City Engineer.
- h. approval by the Common Council of the City of Kenosha upon recommendation by CITY Engineer and the City of Kenosha Board of Public Works of the sidewalks.

- 4. Developer, at Developer's cost and expense, shall be responsible for the maintenance of the sidewalks required by the conditional use permit and this Agreement. Upon acceptance of the sidewalks, City shall have full jurisdiction and ownership of the sidewalks located in the public rights-of-way. Developer shall be responsible for the maintenance of the sidewalks in accordance with the Code of General Ordinances for the City of Kenosha.
- 5. Sidewalks in the public rights-of-way shall be completed and accepted by City prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

K. Street and Regulatory Signs and Traffic Controls and Signals

- 1. Developer shall reimburse City for City's actual cost for materials, labor, and installation of street name signs required by City for 71st Street and 125th Avenue within forty-five (45) days of being invoiced by City.
- 2. Developer, at Developer's cost and expense, shall purchase and install all regulatory signs required by City for 71st Street and 125th Avenue.
- 3. Developer, at Developer's cost and expense, shall design, construct and install traffic controls on 71st Street and 125th Avenue in accordance with City and WDOT specifications, the conditional use permit, the certified survey map, and the letter from the WDOT dated June 18, 2015. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications and all required permits for the design, construction and installation of the traffic controls required by this paragraph from City and the WDOT prior to the construction and installation of the traffic controls.
- 4. The traffic controls required to be designed, constructed, and installed pursuant to Section I.K.3. of this Agreement shall be completed, dedicated and accepted by City and the WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

L. Survey Monuments.

Developer, at Developer's cost and expense, shall install monuments placed in accordance with the requirements of Section 236.15 of the Wisconsin Statutes.

II. PRE-CONSTRUCTION AND CONSTRUCTION ACTIVITIES

A. Pre-Construction Activities

1. The City and Utility public improvements required to be made pursuant to the conditional use permit and this Agreement constitute a project of public works subject to the municipal prevailing wage and hour scales pursuant to Section 66.0903 of the Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code. Developer, at Developer's cost and expense, shall comply with the municipal prevailing wage and hour scales pursuant to Section 66.0903 of the Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in connection with the City and Utility public improvements required to be made pursuant to the conditional use permit and this Agreement. Prior to City and Utility accepting any of the City and Utility public improvements required to be made pursuant to the conditional use permit and this Agreement, Developer shall file with the City and Utility an affidavit of compliance with the prevailing wage rate determination on the form prescribed by the Department of Workforce Development pursuant to Chapter DWD 290.145 of the Wisconsin Administrative Code.
2. Developer shall provide City Engineer and Utility General Manager with complete itemized cost estimates certified by Developer's civil engineer for the public improvements and private stormwater drainage facilities required to be made by Developer pursuant to the conditional use permit and this Agreement prior to the execution of this Agreement by City and Utility.
3. Any bidder on any of the City and Utility public improvements required to be made by Developer pursuant to the conditional use permit and this Agreement shall be prequalified by City and Utility. Developer shall not award any contract for any public improvements required to be made pursuant to the conditional use permit and this Agreement to any bidder who has not been pre-qualified by City or Utility.
4. Developer, at Developer's cost and expense, shall raze all structures within the Real Estate prior to the issuance of any permits by City to Developer in any way related to land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances, or in any way related to the construction or installation of any of the improvements required to be made by Developer pursuant to the conditional use permit and this Agreement. Developer, at Developer's cost and expense, shall apply for and obtain a raze permit from City and any other permits required by any Federal and State environmental laws, rules, and regulations prior to razing, removing and disposing of any structures within the Real Estate. Developer, at Developer's cost and expense, shall raze, remove, and dispose of all structures within the Real Estate, and shall remediate the Real

Estate in accordance with the Code of General Ordinances for the City of Kenosha and all Federal and State environmental laws, rules, and regulations.

5. No land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances by Developer shall commence and no construction or installation of any of the improvements required to be made by Developer pursuant to the conditional use permit and this Agreement shall commence prior to all of the following:
 - a. all required assurances have been received and approved.
 - b. the certified survey map has been approved by the Common Council, signed by City, and recorded with the Kenosha County Register of Deeds.
 - c. the conditional use permit has been approved by the Common Council, signed by Developer, and recorded with the Kenosha County Register of Deeds.
 - d. the Access Easement to the Real Estate owned by Utility, has been approved and signed by the Kenosha Water Utility Board of Water Commissioners, signed by Developer, and recorded with the Kenosha County Register of Deeds.
 - e. the Stormwater Drainage Facilities Maintenance Agreement and the Stormwater Drainage Facilities Easement have been approved by the Common Council, signed by City and Developer, and recorded with the Kenosha County Register of Deeds.
 - f. this Agreement has been approved by the Common Council, the Kenosha Water Utility Board of Water Commissioners, signed by all Parties, and recorded with the Kenosha County Register of Deeds.
 - g. all plans and construction specifications for land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances have been reviewed and approved by City Engineer and Utility General Manager and all other plans and construction specifications for the construction or installation of any of the improvements required to be made by Developer pursuant to the conditional use permit and this Agreement have been reviewed and approved by City Engineer and Utility General Manger.
 - h. all permit fees have been paid and all permits have been issued for the work intended to be performed prior to the performance of any such work.
 - i. a pre-construction meeting attended by Developer, City, Utility, contractors and any consultants' inspectors has been held.

j. written authorization to proceed has been given by the Director of Community Development and Inspections following certification of items a-i above by the Director of Community Development and Inspections.

6. Upon receiving written authorization to proceed from the Director of Community Development and Inspections, Developer shall notify City and Utility in writing no less than two (2) working days in advance of the date for the commencement of the construction of the improvements required to be made pursuant to the conditional use permit and this Agreement. This notification requirement shall also apply to the resumption of construction following a work interruption of over fifteen (15) consecutive working days.

B. Construction Activities

1. Construction access to the Real Estate shall be as shown on the Erosion and Sediment Control Plan approved by City Engineer. Construction staging areas shall be as shown on the Construction Phasing Plan approved by the Department of Community Development and Inspections and City Engineer. Developer, at Developer's cost and expense, shall design, construct and install the construction access and construction staging areas in accordance with City specifications, the conditional use permit, the certified survey map, the approved Erosion and Sediment Control Plan, the approved Construction Phasing Plan, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications and all required permits for the design, construction, and installation of the construction access and construction staging areas from the Department of Community Development and Inspections and City Engineer prior to construction and installation of the construction access and construction staging areas.
2. Developer, at Developer's cost and expense, shall apply for and obtain all required permits from City and the WDOT prior to the closing of any public streets and shall comply with all applicable ordinances, laws, rules, and regulations regarding the closure of public streets.
3. Developer, at Developer's cost and expense, shall abandon any wells and septic systems on the Real Estate in accordance with the requirements of the Wisconsin Department of Natural Resources, Chapter NR 812 of the Wisconsin Administrative Code, and Section 32.09 of the Code of General Ordinances for the City of Kenosha. Developer shall provide copies of well abandonment reports to City and Utility.
4. City and Utility shall provide engineering and inspection services during construction of the improvements required by the conditional use permit and this Agreement to ascertain Developer's compliance with all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The cost for the engineering and inspection services shall be based upon the

hourly rate of the City and Utility employees performing the services plus indirect costs. Developer shall pay City and Utility for all engineering and inspection services provided by City and Utility within forty-five (45) days of being invoiced. The engineering and inspection services provided pursuant to this paragraph shall not relieve Developer, its employees or contractors from constructing and installing the improvements required by the conditional use permit and this Agreement in accordance with all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations, or from providing City and Utility all stamped "as-built" plans and all "as-built" plan certifications required by this Agreement.

5. Developer, at Developer's cost and expense, shall complete a televised inspection of the completed sanitary sewerage facilities required by this Agreement. The televised inspection shall be performed by an inspection service acceptable to Utility. Videotapes and written logs of all sanitary sewerage facilities inspections shall be provided to Utility for review. Any repairs or cleaning identified by the televised inspection shall be promptly performed by Developer and the effected area shall again be subject to a televised inspection. Utility reserves the right to perform the televised inspection of the completed sanitary sewerage facilities at Developer's cost and expense. Developer shall reimburse Utility for the cost of the televised inspection within forty-five (45) days of being invoiced by Utility.
6. Developer, at Developer's cost and expense, shall complete a televised inspection of the completed stormwater drainage facilities required by this Agreement. The televised inspection shall be performed by an inspection service acceptable to City. Videotapes and written logs of all stormwater drainage facilities inspections shall be provided to City for review. Any repairs or cleaning identified by the televised inspection shall be promptly performed by Developer and the effected area shall again be subject to televised inspection. City reserves the right to perform the televised inspection of the completed stormwater drainage facilities at Developer's cost and expense. Developer shall reimburse City for the cost of the televised inspection within forty-five (45) days of being invoiced by City.
7. Utility, at Utility's sole discretion, reserves the right to retain independent testing services in the event Utility determines proper testing is not being performed by Developer or the results of Developer's testing does not conclusively establish to Utility's satisfaction the proper completion of the sanitary sewerage facilities and the water supply and distribution facilities required by this Agreement. Developer shall reimburse Utility for the cost of the independent testing services within forty-five (45) days of being invoiced by Utility.
8. City, at City's sole discretion, reserves the right to retain independent testing services in the event City reasonably determines proper testing is not being performed by Developer or the results of Developer's testing does not conclusively establish to City's satisfaction the proper completion of the improvements required by the conditional use permit and this Agreement. Developer shall reimburse City for the cost of the independent testing services within forty-five (45) days of being invoiced by City.

9. Developer, at Developer's cost and expense, shall use granular trench backfill under all pavement and within twenty-four (24") inches thereof in accordance with City and Utility specifications, the conditional use permit, the certified survey map, and the approved plans. Developer, at Developer's cost and expense, shall provide City and Utility copies of the results of all tests and inspections of the granular trench backfill certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of the granular trench backfill.

III. ASSURANCE OF COMPLETION OF PUBLIC IMPROVEMENTS AND PRIVATE STORM WATER DRAINAGE FACILITIES

A. Assurances Required

1. Prior to execution of this Agreement by City and Utility, Developer shall deposit with the Utility General Manager an assurance in the form of cash or an irrevocable letter of credit in an amount established by Utility General Manager equal to one hundred twenty-five (125%) percent of the Utility's estimated cost of sanitary sewerage facilities, water supply and distribution facilities, the engineering and inspection services and the testing services related thereto, and the environmental conditions related thereto, required to be made and provided pursuant to the conditional use permit, this Agreement, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Prior to execution of this Agreement by City and Utility, Developer shall deposit with the City Clerk-Treasurer an assurance in the form of cash or an irrevocable letter of credit in an amount established by City Engineer equal to one hundred twenty-five (125%) percent of the City's estimated cost of all other public improvements, private stormwater drainage facilities, the engineering and inspection services and the testing services related thereto, and the environmental conditions related thereto, required to be made and provided pursuant to the conditional use permit, this Agreement, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The assurances required pursuant to this paragraph shall be in addition to any other assurances which may be required pursuant to this Agreement and the Code of General Ordinances for the City of Kenosha for the development of the Real Estate which is the subject of the conditional use permit and this Agreement.
2. The assurances required pursuant to Section III. A.1. of this Agreement shall be used to secure Developer's cost of designing, constructing and installing the public improvements and private stormwater drainage facilities required pursuant to the conditional use permit and this Agreement, and to compensate City and Utility for City's and Utility's cost of completing the public improvements, private stormwater drainage facilities, and performing the engineering and inspection services and testing services related thereto, required to be made and provided pursuant to the conditional use permit, this Agreement, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations in the event Developer fails to do so within the time frame required by this Agreement and in accordance with this Agreement, all approved plans and specifications,

the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The assurances required pursuant to Section III.A.I. of this Agreement shall also be used to assure compliance with Developer's guarantee provided in this Agreement.

3. In the event the assurances required pursuant to Section III.A.1. of this Agreement are insufficient to cover one hundred twenty five (125%) percent of the actual cost of the public improvements, private stormwater drainage facilities, the engineering and inspection services and testing services related thereto, and the environmental conditions related thereto, required to be made and provided pursuant to the conditional use permit, this Agreement, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations, Developer upon written demand by City or Utility shall deposit with the City Clerk-Treasurer or Utility General Manager additional assurances in the form of cash or an irrevocable letter of credit in an amount established by City or Utility equal to one hundred twenty-five (125%) percent of the actual cost of the public improvements, private stormwater drainage facilities, the engineering and inspection services and testing services related thereto, and the environmental conditions related thereto, required to be made and provided pursuant to the conditional use permit, this Agreement, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
4. Any irrevocable letter of credit to be used by Developer as an assurance pursuant to this Agreement shall be issued by a financial institution authorized to do business in the State of Wisconsin having a financial standing acceptable to the City and Utility, and the form of any irrevocable letter of credit shall be approved in advance by the City Attorney. Any irrevocable letter of credit approved for use by the City Attorney as an assurance pursuant to this Agreement shall remain in effect until completely drawn upon or released by City or Utility. If for any reason, any irrevocable letter of credit approved for use as an assurance pursuant to this Agreement is about to expire and has not been renewed by Developer, City and Utility may draw upon the irrevocable letter of credit and retain the proceeds as a cash assurance pursuant to this Agreement.
5. If and to the extent Developer shall properly complete portions of the public improvements and private stormwater drainage facilities required to be made pursuant to the conditional use permit and this Agreement for which Developer shall have deposited an assurance, then upon written request of Developer, and upon the written recommendation of City Engineer and Utility General Manager, as the case may be, the assurance may be reduced in the amount reasonably recommended by City Engineer and Utility General Manager. In no event shall the assurance be reduced below one hundred twenty-five percent (125%) of the City Engineer's and Utility General Manager's reasonable estimate of the cost of the remaining public improvements, the private stormwater drainage facilities, the engineering, testing and inspection services related thereto, the environmental conditions related thereto, and the guarantee obligations required to be made and provided pursuant to the conditional use permit, this Agreement, all WDNR requirements, and all Federal and State

environmental laws, rules, and regulations. Prior to the reduction of any assurance, Developer shall submit to City and Utility a waiver of lien current to date from all contractors, subcontractors and suppliers. The balance of the remaining assurance shall remain on deposit with the City Clerk-Treasurer and Utility General Manager, as the case may be, until expiration of Developer's guarantee provided in this Agreement. City and Utility shall release the balance of the remaining assurance within forty-five (45) days following expiration of Developer's guarantee provided in this Agreement.

6. In addition to all other remedies, occupancy permits may be withheld by City until the City of Kenosha Department of Community Development and Inspections certifies that the requirements of Chapter XVII of the Code of General Ordinances have been met. In the event any work specified in the conditional use permit and this Agreement is not completed in accordance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations, City and/or Utility may do or cause the work to be done and charge the cost for the work against any assurance provided pursuant to this Agreement or impose a special charge and/or special assessment against the Real Estate in the event there is no applicable assurance or the assurance is insufficient. The remedies available to City and Utility pursuant to this paragraph shall not relieve Developer of Developer's guarantee provided in this Agreement.

IV. DEDICATION AND GUARANTEE OF PUBLIC IMPROVEMENTS

A. Dedication of Public Improvements

Subject to all other provisions of this Agreement, the conditional use permit and the certified survey map, Developer shall, upon completion of all of the public improvements, and without charge to City or Utility, unconditionally give, grant, convey and fully dedicate the public improvements to City and Utility, free and clear of all liens and encumbrances together with all buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and habiliments which may in any way be a part of or pertain to the public improvements together with any and all easements necessary for access to the public improvements. Developer shall execute such documents deemed necessary by City and Utility to effectuate the dedication of the public improvements pursuant to this paragraph. Upon dedication, City and Utility shall have the right to connect or integrate the dedicated public improvements unto the facilities of City and Utility without charge, award of damages or consent of Developer. Dedication shall not constitute acceptance of any improvement by City or Utility.

B. Guarantee of Public Improvements

1. Developer shall guarantee all public improvements, required to be made by Developer by the conditional use permit and this Agreement against all defects due to faulty design,

materials or workmanship of which Developer is notified in writing within a period of one (1) year from the date of acceptance of the subject public improvement by the Common Council of the City of Kenosha or the Kenosha Water Utility Board of Water Commissioners. Developer, at Developer's cost and expense, shall make any required repairs. City and Utility reserve the right to perform any required repairs to the public improvements which City and Utility deem necessary on a time and material basis. Developer shall reimburse City and Utility for the cost of repairs within forty-five (45) days of being invoiced by City or Utility.

2. Developer shall be responsible for any settlement of fill material which may occur in any public utility trenches in any right-of-way or easement for a period of one (1) year from the date of the last acceptance by City or Utility of any utility improvement located in such portion of the Real Estate. Developer, at Developer's cost and expense, shall make any required repairs. City and Utility reserve the right to perform any required repairs which City and Utility deem necessary on a time and material basis. Developer shall reimburse City and Utility for the cost of repairs within forty-five (45) days of being invoiced by City or Utility.
3. The assurances required to be provided by Developer pursuant to Section III of this Agreement shall be used to assure Developer's guarantee of the public improvements pursuant to this Section IV and to compensate City and Utility for City's and Utility's cost of performing any repairs to the public improvements guaranteed by Developer pursuant to this Agreement. In the event there is no applicable assurance or in the event the assurance is insufficient, City and/or Utility may do or cause Developer's guarantee work to be done and impose a special charge and/or special assessment against the Real Estate for the cost of the work.

V. DEVELOPER INDEMNIFICATION

Developer shall jointly and severally indemnify, defend and hold harmless City, Utility, their officers, employees and agents (the "Indemnified Parties") from and against all losses, proceedings, claims, liability, charges, damages, costs, and penalties, whether initiated or sought by governmental authorities or private parties, including, but not limited to, reasonable attorney fees and expenses, expert witness fees and expenses, engineering fees and expenses, environmental consultant fees and expenses, investigating fees and expenses, remediation costs, including without limitation any financial assurances required to be posted for completion of remedial work and costs associated with administrative oversight, settlement expenses, and judgments, which any of them may hereafter sustain, incur or be required to pay whether incurred in connection with any judicial or administrative process or otherwise, to the extent arising out of or related to: the razing, removing or disposing of any structures within the Real Estate; any environmental conditions affecting the Real Estate; the presence or alleged presence of hazardous material on or under the Real Estate whether as a result of activities on the Real Estate or on surrounding real estate; the actual or alleged violation of any Federal or State environmental law, rule or regulation; requirements imposed by the Code of General Ordinances for the City of Kenosha; requirements

imposed by all Federal and State environmental laws, rules, and regulations; the design, construction and installation of any of the public improvements or private stormwater drainage facilities required by the conditional use permit and this Agreement; or any claim for labor, materials or supplies furnished in connection with any of the public improvements required by the conditional use permit and this Agreement provided that such indemnity shall not extend to the gross negligence or willful misconduct of the Indemnified Parties and further provided that the Indemnified Parties are not waiving any common law or statutory immunities, limits of liability, monetary liability limitations or notice requirements. Upon the filing with City or Utility of a claim for damages arising out of the acts which Developer herein agrees to indemnify, defend and hold City, Utility, their officers, employees and agents harmless, the City and/or Utility shall notify Developer of such claim, and in the event that Developer does not settle or comprise such claim, Developer shall undertake the legal defense of such claim both on behalf of Developer and/or City and Utility and their officers, employees and agents. It is specifically agreed that City and/or Utility, at City's and Utility's 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 City, Utility or any of their officers, employees or agents for any cause for which Developer is liable herewith, shall be conclusive against Developer as to liability and the amount of damages. Any damages, costs or expenses, including reasonable attorney fees sustained, incurred or paid by City, Utility and/or their officers, employees or agents arising out of the acts which Developer herein agrees to indemnify, shall be reimbursed to City, Utility and/or their officers, employees and agents through Developer's assurances required pursuant to this Agreement or through such other means as the City and/or Utility in their sole discretion deem appropriate. This paragraph shall survive installation of the public improvements and private stormwater drainage facilities to effectuate its purpose.

VI. CITY RESPONSIBILITIES

Upon application by Developer and upon payment by Developer of all required fees, City shall process all permit applications and will issue all City permits required for the development of the Real Estate provided Developer is in compliance with all City and Utility conditions of approval, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, the conditional use permit, the certified survey map, this Agreement, and all standards for the issuance of the required City permits set forth in applicable federal, state, county, or City laws, ordinances, resolutions, rules and regulations in effect as of the date the permit is to be issued unless otherwise specified. City shall not be responsible for the installation of any of the 2021 Total Improvements referred to in the letter from the WDOT dated June 18, 2015.

VII. MISCELLANEOUS

A. Notice

Any notice required to be given in this Agreement by any of the Parties is to be by certified mail with return receipt or by personal service addressed to Developer, City or Utility set forth below. Any Party may designate a different address by delivering, sending, or serving

written notice of such change of address upon the other Parties. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

If to Continental 315 Fund LLC: Continental 315 Fund LLC
W134 N8675 Executive Parkway
Menomonee Falls, Wisconsin 53051
Attn: Legal Department

If to City: City Clerk/Treasurer
Municipal Building, Room 105
625 -52nd Street
Kenosha, Wisconsin 53140

with copies to: Director of Public Works
Municipal Building, Room 305
625 -52nd Street
Kenosha, Wisconsin 53140

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

If to Utility: General Manager
Kenosha Water Utility
4401 Green Bay Road
Kenosha, Wisconsin 53144

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

B. Land Dedications and Impact Fees

Developer, at Developer's cost and expense, shall provide for all land dedications required by Chapter XVII of the Code of General Ordinances. Developer shall pay all impact fees in accordance with Chapter XXXV of the Code of General Ordinances prior to the City issuance of a building permit.

C. Assignment

Developer shall not assign or transfer this Agreement without the prior written consent of the City and Utility, which consent shall not be unreasonably withheld. Any unauthorized

assignment or transfer shall be a breach of this Agreement thereby entitling the City and Utility to draw upon the assurances required to be provided pursuant to Section III of this Agreement. Any assignment or transfer shall be conditioned upon the assignee or transferee entering into a written Agreement with City and Utility through which the assignee or transferee agrees to be bound by all of the terms, conditions, and obligations of this Agreement. No assignment or transfer shall relieve Developer of any obligations under this Agreement in the event of breach or default by the assignee or transferee. No assignment or transfer shall be inconsistent with the terms of this Agreement. The assignee or transferee shall have all rights, privileges, and obligations as granted Developer under this Agreement.

D. Integration

This Agreement and the other documents incorporated by reference herein embody the entire Agreement and understanding between the Parties and supersede all prior Agreements and understandings relating to the subject matter hereof.

E. Defaults

No default shall arise under this Agreement unless the non-defaulting Party has provided the defaulting Party written notice of default and twenty (20) days to cure the default.

F. Severability

Any covenant, condition or provision of this Agreement held to be invalid or unenforceable by a court of competent jurisdiction shall be considered deleted from this Agreement, but such deletion shall in no way affect the application or validity of the remaining covenants, conditions or provisions of this Agreement which shall be given effect without the invalid or unenforceable covenant, condition or provision and to this extent, the covenants, conditions and provisions of this Agreement are declared to be severable.

G. Recordation

This Agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, and all costs of recordation shall be paid by Developer.

H. Exhibits, Plans, Agreements, and Easements Incorporated By Reference

The exhibits attached to this Agreement and the plans, agreements and easements referred to in this Agreement are made a part of this Agreement and are incorporated herein by reference. The plans referred to in this Agreement will be on file with the City of Kenosha Department of Community Development and Inspections upon review and approval by City Engineer and Utility General Manager.

I. Choice of Law and Venue

This Agreement, the conditional use permit and the certified survey map shall be construed and enforced according to the laws of the State of Wisconsin. The Parties agree that any matter which may be brought or pursued in court shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each Party consents to said venue and the court's personal jurisdiction over each Party.

J. Waiver of Breach or Violation not Deemed Continuing

Any Party may, to the extent legally allowed, (a) extend the time for performance of any of the obligations or other acts of the other Parties, (b) waive any inaccuracies in the representations or warranties of the other Parties contained in this Agreement or in any document delivered pursuant to this Agreement and (c) waive any compliance by the other Parties with any of the agreements or conditions contained in this Agreement. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any or other subsequent breach or violation of any provision of this Agreement. No breach or violation of any provision of this Agreement shall be waived except by an agreement in writing signed by the waiving Party.

K. Construction

The Parties agree that each Party has contributed substantially and materially to the preparation of this Agreement and that as a result, this Agreement shall not be construed more strictly against one Party or another merely by virtue of the fact that it may have been prepared primarily by counsel for City.

L. Time of the Essence

It is understood and agreed by the Parties that time is of the essence with respect to the provisions of this Agreement specifying dates and deadlines.

M. Binding Effect

This Agreement shall run with the Real Estate and shall be binding upon Developer, Developer's successors and assigns, and Developer's successors in title. The guarantee of Developer set forth in Section IV shall be for the period specified therein. Any recorded easements, agreements, covenants, and restrictions shall be binding for the time set forth therein, or if no time is specified, for the time provided under applicable Wisconsin law.

N. Amendment

This Agreement may only be amended by the mutual written consent of the Parties and subject to the approval of any such amendment by the Common Council for the City of Kenosha and the Kenosha Water Utility Board of Water Commissioners.

- O. The Parties acknowledge and agree that any future development of the Real Estate beyond the Phase I Development of the Real Estate which is the subject of the conditional use permit attached as Exhibit C and this Agreement shall require approval of a conditional use permit by City and approval of a development agreement by City and Utility.

VIII. AUTHORIZATION

- A. Developer represents to City and Utility that Developer is a Wisconsin limited liability company, is in good standing in Wisconsin, that all acts which are a condition precedent to entering into this Agreement have thereby taken place, and that the individual executing this Agreement on behalf of Developer has the authority to do so and to bind Developer to the terms and conditions of this Agreement.
- B. Utility enters into this Agreement by authority of action taken by the Board of Water Commissioners on the _____ day of _____, 2015.
- C. City enters into this Agreement by authority of action taken by its Common Council on the _____ day of _____, 2015.

Signature Pages Follow

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this Agreement on the dates below given.

KENOSHA WATER UTILITY
A Wisconsin Municipal Water Utility

BY: _____
JAN MICHALSKI, Chairperson
Board of Water Commissioners

Date: _____

BY: _____
EDWARD ST. PETER
General Manager, Kenosha Water Utility

Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2015, Jan Michalski, Chairperson of the Board Of Water Commissioners, and Edward St. Peter, General Manager of the Kenosha Water Utility, a Wisconsin municipal water Utility, to me known to be such Chairperson and General Manager of said municipal water Utility, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said municipal water Utility, by its authority.

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

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 _____, 2015, 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.

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

CONTINENTAL 315 FUND LLC
A Wisconsin Limited Liability Company

BY: Continental Properties Company, Inc.,
Its Manager

BY: _____
DANIEL J. MINAHAN, Its President

Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF _____)

Personally came before me this ___ day of _____, 2015, Daniel J. Minahan, President of Continental Properties Company, Inc., a Wisconsin corporation, the manager of Continental 315 Fund LLC, a Wisconsin limited liability company, to me known to be such President of said corporation, and acknowledged to me that he executed the foregoing instrument as such officer as the Agreement of said limited liability company, by its authority.

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lot One (1), Outlot One (1), Lot Two (2), and Outlot Two (2) of CERTIFIED SURVEY MAP NO. _____, being a division of part of Lot Two (2) of Certified Survey No. 2297 and lands, being a part of the Northeast One-quarter (1/4) and Southeast One-quarter (1/4) of the Southwest One-quarter (1/4), and the Northwest One-quarter (1/4) and Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section One (1), in Township One (1) North, Range Twenty-one (21) East, in the City of Kenosha, Kenosha County, State of Wisconsin, recorded in the Office of the Register of Deeds for Kenosha County on _____, 2015, as Document No. _____.

EXHIBIT B
CERTIFIED SURVEY MAP

CERTIFIED SURVEY MAP TO BE INCLUDED UPON DEVELOPER SATISFYING ALL CONDITONS APPROVED BY THE COMMON COUNCIL AND PRIOR TO EXECUTION OF THIS DEVELOPMENT AGREEMENT BY THE CITY AND UTILITY.

EXHIBIT C
CONDITIONAL USE PERMIT

Document Number	CONDITIONAL USE PERMIT STATE OF WISCONSIN
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The City Plan Commission of the City of Kenosha, Wisconsin, hereby grants to North Shore Bank, FSB, owner of the parcel, described with more particularity in the legal description attached hereto as "Exhibit A" and incorporated herein by reference a Conditional Use Permit for a 280-unit multi-family development, as approved by the City Plan Commission on December 10, 2015. This Conditional Use Permit is binding upon all future successors, assigns, owners, lessees, and/or tenants and shall be considered a covenant that runs with the land.

The following Exhibits are attached hereto:
 Exhibit A - Legal Description
 Exhibit B - Site Plan
 Exhibit C - Public Works Memo
 Exhibit D - Kenosha Water Utility Memo

The full approved plan set is on file with the Department of Community Development & Inspections at the Municipal Building, 625 52nd Street, Room 308, Kenosha, WI 53140.

Effective Date: December 15, 2015

Recording Area
 Name and Return Address:
 City of Kenosha
 Community Development & Inspections
 625 52nd Street - Room 308
 Kenosha, WI 53140

The following Conditions of Approval shall apply to the property described in "Exhibit A":

Parcel Identification Number
03-121-01-420-212

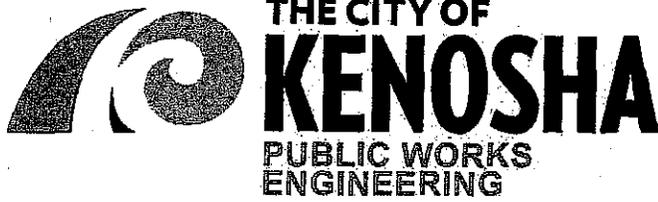
Springs at Kenosha at 12742 71st Street
CONDITIONS OF APPROVAL

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. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical, Fence and Occupancy permits.
 - b. The applicant shall obtain Driveway, Sidewalk, Street Opening, Stormwater and Parking Lot permits from the Department of Public Works.
 - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
 - d. 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.
 - e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and 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.
 - f. Compliance with City and State and/or Federal Codes and Ordinances and any Conditions noted in the recorded Developers Agreement. The buildings shall comply with the current Code standards in effect upon application for a building permit.

- g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within twelve (12) months of City Plan Commission approval. Building permits for all other buildings shall be obtained within two (2) years of the City Plan Commission approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
 - i. All vehicles shall be parked within designated paved areas
 - j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
 - k. Cross access shall be provided to adjacent parcels, if required, at a future date by the City.
 - l. Prior to final Occupancy of the building, the applicant shall provide an electronic copy of the following information to the Fire Prevention Bureau:
 - i. Site Plan as-built
 - ii. Floor Plan as-built
 - iii. Site Utilities
 - iv. Sprinkler Plans
 - v. Fire Alarm Plan
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
- a. The comments in the Public Works memo dated November 18, 2015.
 - b. The comments in the Kenosha Water Utility memo dated November 19, 2015.
 - c. All buildings must be fully fire alarmed and sprinklered per NFPA Standards. The Knox Box[®] Rapid Entry System is required on all buildings and electronic gate switches along with gate control devices for first responder apparatus. All alarms and sprinklers to be plan reviewed and permitted by the Kenosha Fire Department.
 - d. The proposed cross access from 71st Street to the south property line across Outlot 1 shall be moved to the west. The centerline of the Easement and your easternmost access point north of 71st Street can be no closer than one hundred twenty-five (125') feet.
 - e. A Phasing Plan shall be submitted for review and approval by the City. The Phasing Plan shall be amended to show that both private connections to 71st Street shall be constructed with the first phase.
 - f. The proposed paving for the emergency access to the east lot line must extend to the property line.
 - g. Two (2) different building elevations were provided, but the Site Plan does not include any notation on which building relates to which elevation. Revise the Site Plan to indicate which building is "Building 1A" and which building is "Building 2B".
 - h. Plan C300 shall indicate that all soil stockpiles must be removed prior to issuance of any Occupancy permits.
 - i. A detailed Construction Access Plan shall be submitted for City review and approval.

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lot One (1), Outlot One (1), Lot Two (2), and Outlot Two (2) of CERTIFIED SURVEY MAP NO. _____, being a division of part of Lot Two (2) of Certified Survey No. 2297 and lands, being a part of the Northeast One-quarter (1/4) and Southeast One-quarter (1/4) of the Southwest One-quarter (1/4), and the Northwest One-quarter (1/4) and Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section One (1), in Township One (1) North, Range Twenty-one (21) East, in the City of Kenosha, Kenosha County, State of Wisconsin, recorded in the Office of the Register of Deeds for Kenosha County on _____, 2015, as Document No. _____.



TO: Brian Wilke, Development Coordinator

FROM: Shelly Billingsley, P.E.
City Engineer

Shelly Billingsley
11-18-15

DATE: November 18, 2015
SUBJECT: PLAN REVIEW COMMENTS
Project Description: Springs at Kenosha
Location: 71st Street and 125th Avenue

Our staff has reviewed the plans for this project. The following comments are provided:

Parking Lot Ordinance Compliance	Sufficient	Deficient	Not Applicable
Parking Lot Paved	X		
Standard Stall Width	X		
Parking Lot Layout	X		
Parking Lot Lighting Shown		X	
Parking Lot Lighting Adequate		X	
Handicapped Parking	X		
Driveway Locations	X		
Driveway Width	X		
Passing Blister or Accel/Decel Lanes			X
Sidewalks Adequate	X		
Drive Thru Lane Design			X

Public Streets	Sufficient	Deficient	Not Applicable
Geometric Design	X		
Pavement Width	X		
Pavement Thickness Design	X		
Established Grades	X		
Plan Details	X		
Sidewalks	X		
Street Lights		X	

Site Grading/Drainage	Sufficient	Deficient	Not Applicable
Drainage Plan	X		
Storm Sewer		X	
Storm Water Detention	X		
Drainage Calculations	X		

Project Approval/Permits Needed	Yes	No	Not Applicable
Project Approved for Permitting		X	
Withhold Permits: See Comments	X		
Approve Footing/ Foundation Only (per condition)			X
Parking Lot Permit Required	X		
Driveway Permits Required	X		
Sidewalk Permit Required	X		
Street Opening Permit Required	X		
Stormwater Permit Required	X		
Erosion Control Required	X		

Grading & Drainage Comments:

1. COMPLETE
2. Sheet C102, Site plan note #21 calls for a car care area with an oil and water separator. Provide a detail of the oil/water separator. The only plumbing sheet submitted was Sheet P6.02 which did not show anything regarding the oil/water separator?
3. Sheet D100 – Conflicting information on abandoned in place vs remove existing storm sewer. Storm sewer shall be removed. Need to follow up with WisDOT to determine if Abandoning will be allowed at the intersection 125th Ave.
4. Storm sewer pipe materials are not labeled on the plan. All storm sewers within the City's right of way and entering or exiting the detention pond must be RCP. Found the note that stated All Pipe is to be HDPE unless otherwise noted, however, only 2 pipes were observed to be RCP an all others were not labeled in the street on sheets C502 & C503.
5. The erosion control plans were not reviewed as a part of the CUP process. They will be reviewed when an erosion control permit application is submitted to the City.
6. The project will require a stormwater maintenance agreement before occupancy can be issued. A template of the agreement will be sent separately to the project engineer.
7. The project will require that a stormwater permit be issued prior to construction. This can only be issued once staff concludes that the plans meet the City's stormwater ordinance and all stormwater related items are approved.
8. COMPLETE
9. All stormwater ponds will need to have an access easement for City use if needed. Easement shown on CMS, need to show on plan set.
10. COMPLETE
11. COMPLETE
12. COMPLETE
13. COMPLETE
14. COMPLETE
15. COMPLETE

16. COMPLETE
17. COMPLETE
18. COMPLETE

New Drainage Comments for Review #2:

19. Provide concurrence letters/approval of work letters (or permits) from Wisconsin DNR and Army Corp.
20. Pond overflow must be constructed following instructions in "Overflow Capacity" section of Appendix F in the Developers Review Application Packet, change overflow detail accordingly. 18 inches of rip-rap is required beneath the turf reinforcement.

Traffic Comments:

1. Need Lighting Plan with photometrics shown for parking lot, 71st Street, and 125th Avenue.
2. COMPLETE
3. COMPLETE
4. COMPLETE
5. The proposed retaining wall on the south side of the end of 71st Street will need a railing. Provide a structural plan of the wall signed by a PE and a detail of a proposed railing/fence. All walls greater than 5' in height require a railing/fence and will need a permit to install.
6. COMPLETE
7. COMPLETE
8. COMPLETE
9. COMPLETE
10. COMPLETE
11. COMPLETE
12. COMPLETE
13. Review of TIA still in progress.
14. COMPLETE.
15. COMPLETE
16. Sidewalk ramp at east end of 71st Street needs to be moved to the intersection of 125th Avenue.
17. Asphalt pavement mix is PG58-28.
18. COMPLETE
19. COMPLETE

New Traffic Comments for Review #2:

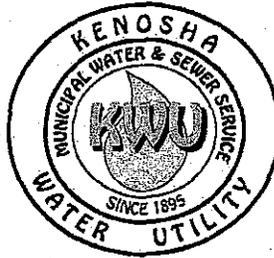
20. Need parkway trees in right-of-way on north side of 71st Street.
21. The proposed retaining wall on the south side of the end of 71st Street will need a railing/fence. Provide a structural plan of the wall signed by a PE and a detail of a proposed railing/fence. All walls greater than 5' in height require a railing/fence and will need a permit to install. Sheet C912 Retaining wall detail does not show the fence or railing. Sheet L104 states to see Sheet C911 which does not exist. Show retaining wall off-set from the right-of-way. Indicate on a detail the distance the grid is being placed into the right-of-way.
22. WisDOT may determine the exact location of the handicap ramp at SW corner of 71st Street and 125th Avenue.
23. Sidewalk on north side of 71st Street needs to extend to the east property line and line up to the new sidewalk along the west side of 125th Avenue.
24. A corner easement for the public sidewalk on the SW corner of 71st Street and 125th Avenue may be needed depending on grades.
25. The driveway openings need an approved variance for the Street Type Opening. Submit a formal request for variance to show high volume driveway per Chapter 5.085(C)(8a-c) of the City Ordinance. Request should be addressed to the City Engineer, Shelly Billingsley for her approval.

cc: Cathy Austin; Shelly Billingsley; Greg Holverson; Kile Kuhlmeier; Gerard Koehler, Kevin Risch

Engineering Services

4401 Green Bay Road
Kenosha WI 53144

Phone (262) 653-4315
Fax (262) 653-4303



"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Brian Wilke, Development Coordinator

From: Ian C. Bagley, P.E., Water Engineer

Date: November 19, 2015

Subject: Springs at Kenosha Revised Plans (Review #2)

Location: 71st Street and 125th Avenue

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. Further information from the Developer is required before the Utility can complete this review. Please withhold all permits until the following information is submitted.

1. Based on the two inch (2") meter size shown on the plans, each building will incur a sanitary sewer connection fee of \$26,252.00 which must be paid prior to connecting. It is assumed that this is the same meter size for all buildings, including the Clubhouse and Car Care Area. Please advise if this is incorrect.
2. Please note that all private fire hydrants shall be painted "Caution Blue" (Mueller Paint Code JS) and not red. Only public fire hydrants shall be painted red.
3. The November 4, 2015 response letter indicated that there were details on the plans regarding the adjustment of the valve vault along the north side of 71st Street near Station 10+45. However, there are no notes regarding adjustment of the vault apparent on the plan. Please provide details regarding this as well as any adjustment necessary to Existing Sanitary Manhole 2 at the southwest corner of the intersection of 71st Street and 125th Avenue.
4. Written authorization must be provided for KWU access to the sampling manhole south of the Car Care Area.

The following comments are in reference to specific items on the plans:

Sheet C603

- Please label SAN MH 5 as an outside drop manhole.



Sheet C702

- The check valve and vault at Sta. 0+33.08 will not be owned or maintained by KWU and shall be moved north of the north right-of-way line of 71st Street.

Sheet C703

- The check valve and vault at Sta. 20+26.93 will not be owned or maintained by KWU and shall be moved north of the north right-of-way line of 71st Street.
- There must be a valve directly north and south of the check valve in accordance with NR 811.63.
- The eight inch (8") valve at Sta. 20+21.88 will be in a valve box and not in a vault as the profile note indicates.

Sheet C802

- There is insufficient separation between the proposed private sanitary sewer and the existing water main near Station 3+00. The top of the existing 12" water main is approximately 713.1± and the bottom of the proposed 8" sanitary sewer is approximately 714.2±. Please revise the sanitary sewer to provide adequate separation or offset the water main accordingly to provide eighteen inches (18") of vertical separation at the crossing.
- The profile note regarding water main and sanitary sewer separation near Sta. 2+60 shall state that the water main shall be offset over the sanitary sewer, not underneath. The water main in this location will already be 4-5 feet deeper as a result of the roadway buildup and placing it even deeper will make it more difficult to maintain.
- Any public water main offsets shall be made with ductile iron pipe in order to maintain electrical conductivity of the existing ductile iron main. Additionally, all offsets will need to be coordinated with the residents at 13106 and 12912 75th Street as their water main service will need to be interrupted.
- Please label SAN MH 1 as an outside drop manhole.
- The stationing for SAN MH 14 appears to reference a different alignment than 71st Street and needs to be revised.

Sheet C803

- The stationing for the water main offset near Sta. 8+00 appears to reference a different alignment than 71st Street and needs to be revised.
- The water main offset near Sta. 8+00 shall be offset over the storm sewer, not underneath. The water main in this location will be very difficult to maintain if it is offset underneath the storm sewer. Also, see the previous comments from Sheet C802 regarding offsets of the public water main.
- Provide information for the sanitary sewer and water main services to the south near Sta. 14+00. There is currently no length, slope, or invert elevations shown for these services. Additionally, there will need to be a tapping valve for the water service as well as a service valve within ten feet (10') of the south right of way.
- Provide the length and slope of the sanitary sewer main between EXIST. SAN MH 2 and SAN MH 15.



- The existing sanitary sewer main east of EXIST. SAN MH 2 is drawn with a storm sewer line type and must be revised.

CC: Mr. Robert Carlson, P.E., Director of Engineering Services



STORMWATER DRAINAGE FACILITIES
MAINTENANCE AGREEMENT BETWEEN
THE CITY OF KENOSHA, WISCONSIN, AND
CONTINENTAL 315 FUND LLC

Document Number

Document Title

Return to:

Jonathan A. Mulligan
Office of the City Attorney
City of Kenosha
625 52nd Street, RM 201
Kenosha, WI 53140

03-121-01-420-212
Parcel Identification Number

STORMWATER DRAINAGE FACILITIES
MAINTENANCE AGREEMENT

Between

THE CITY OF KENOSHA, WISCONSIN
a Municipal Corporation

And

CONTINENTAL 315 FUND LLC
a Wisconsin Limited Liability Company

This Agreement, effective as of the last date of execution, is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin (“City”), and Continental 315 Fund LLC, a Wisconsin limited liability company, with principal offices located at W134 N8675 Executive Parkway, Menomonee Falls, Wisconsin 53051 (“Owner”), collectively referred to as the Parties.

WITNESSETH:

Whereas, Continental 315 Fund LLC is the owner of real estate legally described on Exhibit A situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as the “Real Estate”; and

Whereas, the City, the Owner, and the Owner's successors and assigns, including any owners' association, agree that the health, safety and welfare of the residents of the City of Kenosha, Wisconsin, require that on-site stormwater drainage facilities as shown on the plans approved as part of the Conditional Use Permit and the Development Agreement (hereinafter referred to as “Stormwater Management Facilities”) be designed, constructed and maintained on the Real Estate to properly manage stormwater runoff in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement; and

Whereas, the City requires that the on-site Stormwater Management Facilities are adequately maintained by the Owner and the Owner’s successors and assigns, including any owners' association, in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement.

Now, Therefore, in consideration of the mutual agreements of the Parties, the City and the Owner agree as follows:

1. The Owner of Lot 1 and the Lot 1 Owner's successors and assigns, including any owners' association, shall regularly inspect the Stormwater Management Facilities on the Real Estate as often as conditions require, but in any event at least twice each year. The Stormwater Inspection and Maintenance Checklist attached to this Agreement as Exhibit B, and by this reference made a part hereof, shall be used for the purpose of the regular inspections of the Stormwater Management Facilities on the Real Estate. The Owner of Lot 1 and the Lot 1 Owner's successors and assigns, including any owners' association, shall keep the Stormwater Inspection and Maintenance Checklist from past inspections, as well as a log of maintenance activity with respect to the Stormwater Management Facilities indicating the date and type of maintenance completed ("Maintenance Log") for a period of three (3) years following such inspection or maintenance. The Stormwater Inspection and Maintenance Checklist and the Maintenance Log shall be made available upon request to the City Stormwater Utility for review. The purpose of the inspections is to assure safe and proper functioning of the Stormwater Management Facilities on the Real Estate. The inspections shall cover all Stormwater Management Facilities on the Real Estate including, but not limited to, conveyance systems, berms, outlet structures, basin areas and access roads. Any deficiencies shall be noted in the Stormwater Inspection and Maintenance Checklist.
2. The Owner of Lot 1 and the Lot 1 Owner's successors and assigns, including any owners' association, shall adequately maintain all Stormwater Management Facilities on the Real Estate, including, but not limited to, all pipes and channels built to convey stormwater to and from the Stormwater Management Facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as keeping the Stormwater Management Facilities in good working condition so that the Stormwater Management Facilities are performing their design functions and are maintained in accordance with the Stormwater Maintenance Standards attached to this Agreement as Exhibit C, hereinafter referred to as "Maintenance Standards".
3. The Owner of Lot 1 and the Lot 1 Owner's successors and assigns, including any owners' association, hereby grant permission to the City, its authorized agents and employees, to enter upon the Real Estate to inspect the Stormwater Management Facilities whenever the City deems necessary to investigate reported deficiencies, respond to citizen complaints, and to determine compliance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement. The Director of the City Stormwater Utility, or designee thereof, shall provide the Owner of Lot 1 and the Lot 1 Owner's successors and assigns, including any owners' association, copies of the inspection findings ("Inspection Reports"), specifically indicating any corrective actions required to bring the Stormwater Management Facilities into compliance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement and a directive to commence with corrective actions, if necessary. Corrective actions shall be taken within a reasonable time frame as established by the Director of the City Stormwater Utility.

4. If the Owner of Lot 1 or the Lot 1 Owner's successors and assigns, including any owners' association, fails to maintain the Stormwater Management Facilities on the Real Estate in good working condition such that the Stormwater Management Facilities are not performing their designed control of the quantity and quality of stormwater acceptable to the Director of the City Stormwater Utility, or designee thereof, and does not perform the required corrective actions in the specified time following notice from the Director of the City Stormwater Utility, the City may take one or more of the following actions:
 - a. Issue a citation to the Owner of Lot 1 or the Lot 1 Owner's successors and assigns, including any owners' association under Section 36.13 of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time.
 - b. Perform the corrective actions identified in the Inspection Report and assess the Owner of Lot 1 or the Lot 1 Owner's successors and assigns, including any owners' association, for the cost of such work and all administrative costs associated with performing such work. The cost of such work shall be assessed against the Real Estate as a special charge pursuant to Section 66.0627, Wisconsin Statutes in accordance with Section 6 below. Except for the Stormwater Management Facilities required pursuant to Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement, this provision shall not be construed to allow the City to erect any structure of a permanent nature on the land of the Owner or to make any alterations to any existing structure on the Real Estate. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Stormwater Management Facilities on the Real Estate, and in no event shall this Agreement be construed to impose any such obligation on the City.
 - c. Revoke the Stormwater Quality Credit and/or Stormwater Quantity Credit as defined in Chapter VIII of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, until the Owner of Lot 1 or the Lot 1 Owner's successors and assigns submits a revised Stormwater Inspection and Maintenance Checklist and confirms to the satisfaction of the Director of the City Stormwater Utility that all required corrective actions have been taken.
5. The Owner of Lot 1 and the Lot 1 Owner's successors and assigns, including any owners' association, will perform the work necessary to keep the Stormwater Management Facilities on the Real Estate in good working order, as appropriate. The minimal amount of maintenance required to be performed on the Stormwater Management Facilities shall be in accordance with the Maintenance Standards attached as Exhibit C which may be amended by City from time to time.
6. In the event City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like, the Owner of Lot 1 or the Lot 1 Owner's successors and assigns, including any owners' association, shall reimburse the City within thirty (30) days of receipt of written demand for payment of all actual costs incurred by the City hereunder. Failure of the Owner of Lot 1 and the Lot 1 Owner's successors and assigns, including any owners'

association, to reimburse the City within thirty (30) days shall result in the costs being assessed against the Real Estate as a special charge pursuant to Section 66.0627, Wisconsin Statutes.

7. Under this Agreement, City assumes no responsibility or any liability in the event the Stormwater Management Facilities on the Real Estate fail to operate properly and the Owner of Lot 1 and the Lot 1 Owner's successors and assigns, including any owners' association, shall indemnify, defend and hold harmless City, its officers, employees and agents against any such claims.
8. This Agreement shall be attached as an exhibit to any document which creates an owners' association that is responsible for maintenance of the Stormwater Management Facilities on the Real Estate, shall be recorded at the Kenosha County Register of Deeds, shall constitute a covenant running with the land, and shall be binding on the Owner and the Owner's successors in interest, including any owners' association. The Owner shall provide the Director of the City Stormwater Utility with a copy of any document which creates an owners' association that is responsible for maintaining the Stormwater Management Facilities on the Real Estate.
9. All notices, requests, demands and other matters required to be given, or which may be given hereunder, shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, certified, return receipt requested, postage prepaid, or equivalent private overnight delivery service, addressed to the respective Party at the addresses stated below:

a. Owner:

Continental 315 Fund LLC
c/o Legal Department
W134 N8675 Executive Parkway
Menomonee Falls, WI 53051

b. City:

City Clerk/Treasurer
City of Kenosha
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

With copies to:

Director, Stormwater Utility
City of Kenosha
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

and

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

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
11. Nothing contained herein shall be deemed to be a dedication of the Stormwater Management Facilities on the Real Estate to the public. Owner reserves all rights to use the Real Estate for all purposes not inconsistent with the rights granted to the City herein or in any Permanent Storm Sewer and Detention Pond Easement and Agreement by and between the Owner and the City in connection with the Stormwater Management Facilities.

Signature pages follow

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates below given.

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 _____, 2015, 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 corporation, by its authority.

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

CONTINENTAL 315 FUND LLC
a Wisconsin Limited Liability Company
By: Continental Properties Company, Inc., its
Manager

By: _____
DANIEL J. MINAHAN, its President

Date: _____

STATE OF WISCONSIN)
:SS
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2015, Daniel J. Minahan, President of Continental Properties Company, Inc., the Manager of Continental 315 Fund LLC, a Wisconsin limited liability company, to me known to be such President of said corporation, and acknowledged to me that he executed the foregoing instrument as such authorized signatory as the agreement of said corporation as manager of said limited liability company by its authority.

Notary Public, County of Waukesha
My Commission expires/is: _____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A

Lot One (1) and Outlot One (1) of CERTIFIED SURVEY MAP NO. _____, being a division of part of Lot Two (2) of Certified Survey No. 2297 and lands, being a part of the Northeast One-quarter (1/4) and Southeast One-quarter (1/4) of the Southwest One-quarter (1/4), and the Northwest One-quarter (1/4) and Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section One (1), in Township One (1) North, Range Twenty-one (21) East, in the City of Kenosha, Kenosha County, State of Wisconsin, recorded in the Office of the Register of Deeds for Kenosha County on _____, 2015, as Document No. _____.

EXHIBIT B

Stormwater Inspection and Maintenance Checklist				
Owner:		Phone No.:		
Parcel No.:		Address:		
City:		State:		
Zip:		Contact Name:		
Date of Inspection (mm/dd/yy):		Inspection	<input type="checkbox"/> 6 Month	
			<input type="checkbox"/> Other _____	
Time of Inspection	Start:	Name of Individual Performing Inspection (please print):		
	End:			
Weather Conditions during Inspection:				
Stormwater Facility Inspection				
Condition	Good	Bad	Requires Maintenance	Notes: (Condition / Corrective Action)
General Site Conditions				
Greenspace				
Curb & Gutter				
Catch Basins				
Stormsewer				
Gutters/Downspouts				
Wet Detention Basin				
Outlet Structure Condition				
Next Structure Downstream				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Erosion				
Invasive Plants	Yes	No		
	-	-	Sediment Level	
Sediment Level				
Dredging Required	Yes	No		
Vegetated Swales				
Pesticides and Fertilizers Used	Yes	No		
Mowing Height				
Sediment Level			height	
Erosion	Yes	No		
Litter and Debris	Yes	No		
Proper Drainage	Yes	No		
Vegetated Swales				
Proper Drainage	Yes	No		
Mowing Height				
Sediment Level			height	
Erosion	Yes	No		
Level Spreader Condition				
Underground Storage Systems				
Outlet Structure Condition				
Inlet Pipe Conditions				
Sediment Level	height		% of Area	
Floating debris	Yes	No		
Cracked or Damaged Sections	Yes	No		
Signature of Inspector			Date	
Signature of Owner			Date	

EXHIBIT C
Storm Water Maintenance Standards

1. Greenspace: Vegetation shall be maintained to prevent erosion caused by stormwater runoff. An inspection shall be made at least every 6 months. If vegetation is no longer in good condition it shall be replanted.
2. Curb & Gutter: All curb and gutter shall be inspected every 6 months. This inspection shall include the condition of the gutter and the cleanliness of the gutter. This shall be maintained to allow for proper drainage of the area.
3. Storm Sewer: All storm sewers shall be inspected once a year. This inspection shall include the condition of the main line storm sewers to ensure that the system is functioning according to the design requirements.
4. Catch Basins and inlets: All catch basins and inlets shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
5. Gutters and Downspouts: All building's gutters and downspouts shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
6. Detention Basins – General
 - a. Dry or Wet Detention Basins
 1. Outlet Structure Maintenance: Trash grates shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris on the trash grate shall be removed and disposed of offsite. If significant debris has passed the trash grates, it will be necessary to lift the grate to remove that debris. If debris passing the trash grate or vandals attempting to plug the outlet is a problem, then revisions should be made in the trash grate. Any time a trash grate needs replacement, the replacement grate must be constructed of stainless steel. Any blockage of the basin outlet must be addressed immediately. Blockage of the lower stages of the outlet structure must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas. Any time a substantial portion of the grass area becomes damaged, the entire bottom area of the detention basin will need to be reseeded.
 2. Downstream Stormwater Conveyance: Upon detection of storm water failing to completely drain down to the basin discharge elevation, an investigation shall be made to determine the cause. Any obstruction or sediment buildup in the downstream pipes or drainage-way must be removed within 30 days and

any damage to the basin such as wave terraces or grass die-off due to the water back up shall be repaired.

3. Mowing: The grass areas must be mowed when the grass reaches a height of 6 inches or monthly during the growing season – whichever occurs first. At no time shall the detention basin be mowed when the bottom or side slopes are still soft after recent storage of storm water. Any ruts created by mowing shall be graded closed or filled with topsoil, seeded, and covered with a tackifier type mulch within one week of the damage. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate.
4. Maintenance of Plantings: All planting of trees and bushes shall be maintained in good condition. An examination of the plantings shall be made each Spring and Fall and any dead trees or bushes replaced at that time. The replacement shall be in kind or with a suitable species approved by the City Forester. All planting shall receive regular watering during the first few years until they become well established. Mulch beds shall be maintained around the plantings to discourage the growth of weeds and to conserve moisture. The area immediately around the plantings shall be kept free of weeds by pulling or weed whipping each time the grass is mowed. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced by a specimen of similar size.
5. Erosion: Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.
6. Invasive plant species: Invasive plant species such as purple loose strife or canary reed grass shall not be allowed to become established in the detention basin. At the detection of such species a control program shall be established and progress in their control shall be included in the yearly report.
7. Use of chemicals: No fertilizer or weed killer shall be used with the detention basin parcel.
8. Alterations to the detention basin: No alterations may be made to the detention basin in the way of grading, additional discharges to the basin, plantings etc without permission from the Storm Water Utility.

b. Wet Detention Basins – In addition to the above requirements

9. Mowing: Any vegetation growing at the edge of a permanent pond shall not be mowed since this ruts the edge of the pond and puts debris in the water. Any undesirable vegetation around the permanent pond should be removed mechanically and in accordance with DNR regulations and guidelines.
10. Control of water plants: Some water plants are desirable as they provide a balance environment for aquatic life and aid in the removal of nutrients from the storm water. Growth along the edge of the pond stabilizes the shoreline against erosion and discourages geese from using the pond. Excessive growth should be controlled by mechanical removal of the plants. Any use of chemicals in the pond must be in conformance with DNR regulations and guidelines and receive prior approval from the Kenosha Stormwater Utility. If the shoreline erodes due to lack of proper stabilization some other means of protection such as the placement of boulders will be required. The control of algae is not a required maintenance item since the objection to algae is mainly based on esthetics.
11. Sediment removal: Soundings shall be taken every 5 years to determine the amount of sediment deposition. More than 2 feet of sediment in any area shall require excavation of the sediment from that area. If more than 25% of the pond bottom has greater than 1 foot of sediment the entire pond will need to be dredged or excavated to the original elevation.

7. Vegetated Swales

- a. Pesticides and Fertilizers: Chemicals shall be used in moderation and only as needed to promote healthy dense vegetation.
- b. Mowing: The swale shall be mowed or cut to the height needed for proper function.
- c. Sediment Removal: When infiltration rates impeded or sediment is 2 inches. Care shall be taken to ensure that the swale is not being compacted during removal process.
- d. Erosion: Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.

- e. Litter and Debris: Swales shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris within the swale shall be removed and disposed of offsite.
 - f. Proper drainage shall be maintained in all dry bottom detention basins to reduce mosquito breeding. No standing water shall be evident with one day of the complete drainage of the basin. Any such poorly drained area will need to be regraded or tiled.
8. Other Devices will be reviewed on a case by case basis.

PERMANENT STORM SEWER AND
DETENTION POND EASEMENT AND
AGREEMENT BETWEEN CONTINENTAL 315
FUND LLC AND THE CITY OF KENOSHA,
WISCONSIN

Document Number

Document Title

This space is reserved for recording data

Return to:

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

Part of 03-121-01-420-212
Parcel Identification Number

PERMANENT STORM SEWER AND DETENTION POND
EASEMENT AND AGREEMENT

Between

CONTINENTAL 315 FUND LLC
A Wisconsin Limited Liability Company

And

THE CITY OF KENOSHA
A Municipal Corporation

This Permanent Storm Sewer and Detention Pond Easement and Agreement (“Easement and Agreement”) effective as of the last date of execution is entered into between Continental 315 Fund LLC, a Wisconsin limited liability company with principal offices located at W134 N8675 Executive Parkway, Menomonee Falls, Wisconsin 53051 (“Grantor”) and the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin with offices located at 625 52nd Street, Kenosha, Wisconsin 53140 (“Grantee”).

Grantor is the owner of the real estate legally described on Exhibit A situated in the City of Kenosha, County of Kenosha, and State of Wisconsin, hereinafter referred to as the “Real Estate.”

Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions below provided, does hereby grant to Grantee a non-exclusive permanent easement, in, to and under and across that certain portion of the Real Estate legally described and shown on Exhibit B (the “Easement Area”) to install, construct, expand, reconstruct, repair, remove, replace, inspect, and maintain, storm sewer, stormwater ponds and appurtenances as described in the Conditional Use Permit, the executed Development Agreement, the approved Stormwater Management Plan, and the Stormwater Management Drainage Facilities Maintenance Agreement, copies of which are on file with the City of Kenosha Department of Community Development and Inspections and the Department of Public Works, all of which is hereafter referred to as the “Permitted Work”, for the purposes of conveying and detaining storm sewerage over, across, through, and under the Real Estate, together with the right to, within the Easement Area, excavate and refill ditches and/or trenches, install appurtenances, and the further right to, within the Easement Area, remove, cut or trim trees, shrubs, bushes, plants, undergrowth, fences, pavement or any other structures and obstructions interfering with the Permitted Work. Grantor will not push, plow or deposit snow, ice, or debris within the Easement Area.

Grantor shall have and retain all other rights not granted to Grantee to the use and occupancy of

the Easement Area, provided that no structure, landscaping or paving shall be erected or placed over or upon the Easement Area without the advance, written approval of the Director of Public Works of the City of Kenosha, and then subject to reasonable conditions, such as, but not limited to, replacement or removal of authorized improvements at the cost of Grantor, when required by Grantee. Unauthorized improvements on the Easement Area by Grantor are subject to removal by Grantee.

For the purpose of performing Permitted Work, Grantee shall have the right, upon reasonable notice to Grantor, except in case of emergency in which event Grantee shall provide such notice to Grantor as Grantee is reasonably able to provide under the circumstances, to enter and pass over and use Outlot 1 in order to use the Easement Area and the lands of Grantor reasonably adjacent thereto for the temporary transportation, laying down and storage of materials, backfill, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the Permitted Work. Upon completion of Permitted Work, restoration of the Easement Area by the Grantee shall be limited to backfilling ditches and/or trenches, topsoil, seeding and debris removal. Upon completion of Permitted Work, Grantor, at Grantor's cost and expense, shall be responsible for all other restoration, including restoration of any landscaping, any fencing, any concrete and asphalt surfaces, or any other structures within the Easement Area and surrounding property to the condition prior to such Permitted Work.

This Easement and Agreement shall run with the land and be binding upon the heirs, successors and assigns of the parties hereto. However, this Easement and Agreement shall not take effect until it is fully executed by the Grantor and Grantee. Each person who executes this Easement and Agreement certifies that they are acting within the scope of their respective authority in doing so.

This Easement and Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Grantor, Grantee and their respective successors and assigns shall have all rights to enforce this Easement and Agreement at law or in equity.

Signature Pages Follow

GRANTOR:

CONTINENTAL 315 FUND LLC
A Wisconsin Limited Liability Company

By: Continental Properties Company, Inc., its
Manager

By: _____
DANIEL J. MINAHAN, President

Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2015, Daniel J. Minahan, President of Continental Properties Company, Inc., the Manager of Continental 315 Fund LLC, a limited liability company, to me known to be such President of said corporation, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said corporation as manager of said limited liability company, by its authority.

Print Name: _____
Notary Public, Waukesha County, WI.
My Commission expires/is: _____

GRANTEE:

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 _____, 2015, 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: _____

DRAFTED BY:
Jonathan A. Mulligan
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A

Outlot One (1) of CERTIFIED SURVEY MAP NO. _____, being a division of part of Lot Two (2) of Certified Survey No. 2297 and lands, being a part of the Northeast One-quarter (1/4) and Southeast One-quarter (1/4) of the Southwest One-quarter (1/4), and the Northwest One-quarter (1/4) and Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section One (1), in Township One (1) North, Range Twenty-one (21) East, in the City of Kenosha, Kenosha County, State of Wisconsin, recorded in the Office of the Register of Deeds for Kenosha County on _____, 2015, as Document No. _____.

EASEMENT EXHIBIT

STORMWATER ACCESS & MAINTENANCE EASEMENT

Situated on 71st Street, in the City of Kenosha, Kenosha County, Wisconsin.

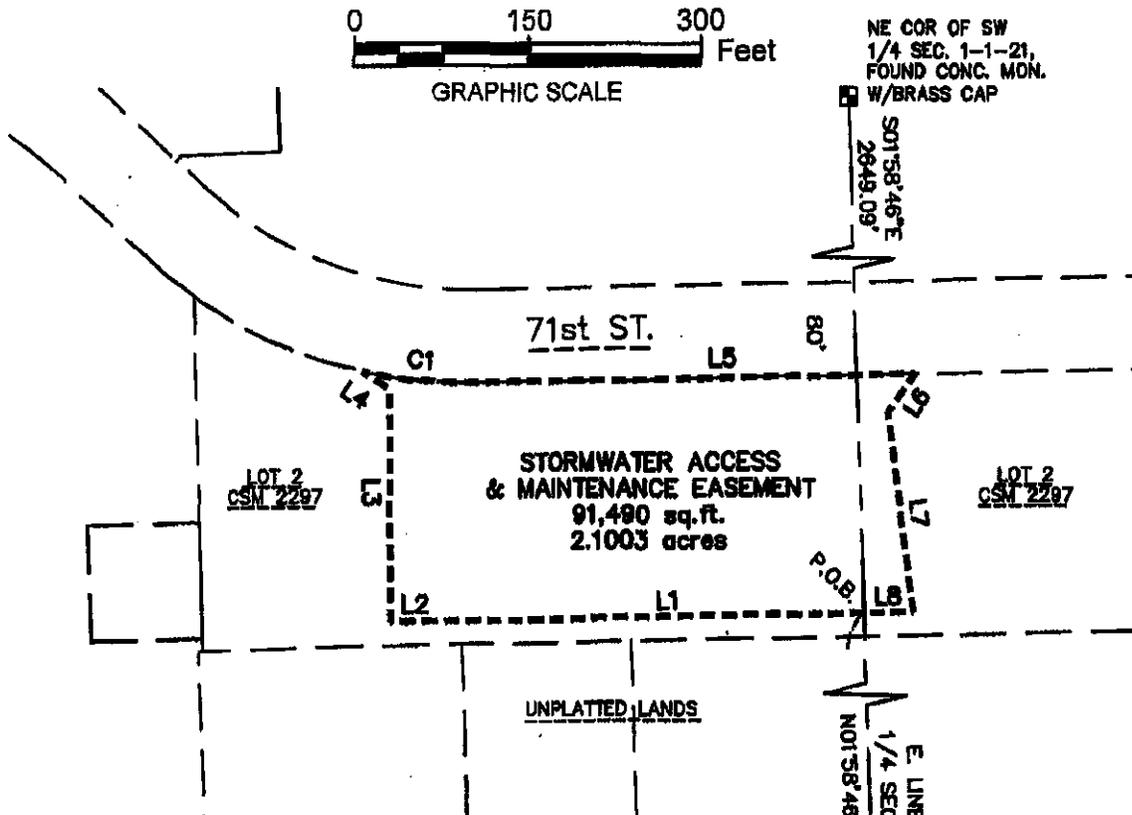
Part of Lot 2 of Certified Survey No. 2297, being a part of the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

COMMENCING at the Southeast corner of said Southwest 1/4 Section; thence North 01°58'46" West along the East line of said Southwest 1/4 Section 925.20 feet to the point of beginning of lands to be described; thence South 88°55'00" West 386.38 feet to a point; thence South 90°00'00" West 26.97 feet to a point; thence North 00°00'00" West 200.48 feet to a point; thence North 56°01'03" West 27.53 feet to a point on the South line of proposed 71st Street extension; thence Southeasterly along said South line and the arc of a curve whose center lies to the North, whose radius is 411.00 feet and whose chord bears South 84°04'55" East 100.19 feet to a point; thence North 88°55'00" East along said South line 381.23 feet to a point; thence South 35°28'56" West 40.55 feet to a point; thence South 07°24'21" East 173.03 feet to a point; thence South 88°55'00" West 43.51 feet to the point of beginning. Containing 91,490 square feet or 2.1003 acres.

November 24, 2015

Project No. 166196-CRW

R.A. Smith National, Inc.



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord
C1	100.44'	411.00'	S84°04'55"E	100.19'

Line Table		
Line #	Direction	Length
L1	S88°55'00"W	386.38'
L2	S90°00'00"W	26.97'
L3	N00°00'00"W	200.48'
L4	N56°01'03"W	27.53'
L5	N88°55'00"E	381.23'
L6	S35°28'56"W	40.55'
L7	S07°24'21"E	173.03'
L8	S88°55'00"W	43.51'

R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

18745 W. Bluemound Road, Brookfield WI 53005
282-781-1000 Fax 282-797-7373 www.ra-smithnational.com
Appleton, WI Orange County, CA Pittsburg, PA

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SHEET 1 OF 1

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TEMPORARY TURNAROUND
EASEMENT AND AGREEMENT BETWEEN
CONTINENTAL 315 FUND LLC
AND THE CITY OF KENOSHA

Document Number

Document Title

This space is reserved for recording data

Return to:

Jonathan A. Mulligan
Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

Part of 03-121-01-420-212
Parcel Identification Number

TEMPORARY TURNAROUND EASEMENT AND AGREEMENT

Between

CONTINENTAL 315 FUND LLC
A Wisconsin Limited Liability Company

And

THE CITY OF KENOSHA
A Municipal Corporation

This Temporary Turnaround Easement and Agreement (“Easement and Agreement”) effective as of the last date of execution is entered into between Continental 315 Fund LLC, a Wisconsin limited liability company with principal offices located at W134 N8675 Executive Parkway, Menomonee Falls, Wisconsin 53051 (“Grantor”) and the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin with offices located at 625 52nd Street, Kenosha, Wisconsin 53140 (“Grantee”).

RECITALS:

WHEREAS, Grantor is the owner of the real estate identified as Lot 1 and Lot 2 of Certified Survey Map No. _____, recorded with the Kenosha County Register of Deeds on _____, 2015 as Document No. _____ (“Grantor’s Real Estate”) shown on attached Exhibit A; and

WHEREAS, Grantor desires to develop Lot 1, the development of which requires the Grantor to design, construct and install 71st Street, all pursuant to a Conditional Use Permit and a Development Agreement between Grantor, Grantee and the Kenosha Water Utility; and

WHEREAS, in order to provide for the development of Lot 1 and until 71st Street is further extended and improved by future development, the City of Kenosha requires that a temporary turnaround be constructed at the location and in the manner set forth in the Conditional Use Permit and Development Agreement; and

WHEREAS, Grantor desires to cooperate with the City of Kenosha in granting a temporary turnaround easement on portions of the Grantor’s Real Estate to allow the development of Lot 1 of Grantor’s Real Estate pursuant to the Conditional Use Permit and the Development Agreement.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a temporary, non-exclusive easement upon, over, through, across and along certain portions of the Grantor's Real Estate legally described and shown on attached Exhibit B ("the Temporary Turnaround Easement Area") for ingress and egress to 71st Street.
2. Use of Easement. The easement granted in Paragraph 1 is to provide pedestrian and vehicular access, ingress and egress at any and all times to that portion of 71st Street to be designed, constructed, installed and dedicated to the public for street purposes as part of the development of Lot 1 pursuant to the Conditional Use Permit and the Development Agreement between the Grantor, Grantee and the Kenosha Water Utility. Grantor nor any of Grantor's officers, employees, agents, contractors, subcontractors, representatives, successors, and assigns, including Grantor's successors in title to the Grantor's Real Estate shall obstruct, interfere or prevent the exercise by the Grantee of the use of the Temporary Turnaround Easement Area for the purposes granted by this Easement and Agreement. Any obstruction or impediments to the use of the Temporary Turnaround Easement Area may be removed, without notice, by the Grantee and the cost of such removal shall be borne by the party causing or responsible for such obstruction or impediment.
3. Maintenance. Grantor, at Grantor's cost and expense, shall at all times be responsible for the maintenance of the Temporary Turnaround Easement Area, including snowplowing, unless and until the street improvements and all curbs and gutters on 71st Street and the Temporary Turnaround Easement Area are accepted by Grantee. Upon acceptance of the street improvement as provided in the Development Agreement, Grantee shall maintain the Temporary Turnaround Easement Area subject to the guarantee of Grantor provided in the Development Agreement until this Easement and Agreement is terminated as provided in Paragraph 4.
4. Termination. This Easement and Agreement and any obligation of Grantee imposed by this Easement and Agreement shall terminate upon acceptance by Grantee of any future street improvements to 71st Street west of the Temporary Turnaround Easement Area.
5. Restoration. Grantee shall not be responsible for the removal of any improvements within the Temporary Turnaround Easement Area or for the restoration of the Temporary Turnaround Easement Area upon termination of this Easement and Agreement.

6. Not A Public Dedication. Notwithstanding the temporary grant of the Temporary Turnaround Easement Area to the Grantee for ingress and egress to 71st Street, nothing contained in this Easement and Agreement shall or shall be deemed to constitute a gift or dedication of any portion of the Temporary Turnaround Easement Area to the public, it being the intention of the Grantor and Grantee that this Easement and Agreement shall be strictly limited to and for the temporary purposes set forth herein.
7. Successors and Assigns. All of the terms and conditions in this Easement and Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and Grantee.
8. Notices. Any notice required to be given in this Easement and Agreement by the Grantor or Grantee is to be by certified mail with return receipt or by personal service addressed to the Grantor and Grantee 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. Notices shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

To the Grantor: Continental 315 Fund LLC
W134 N8675 Executive Parkway
Menomonee Falls, Wisconsin 53051

To the Grantee: City Clerk/Treasurer
Municipal Building, Room 105
625 52nd Street
Kenosha, Wisconsin 53140

With copies to: Director of Public Works
Municipal Building, Room 305
625 52nd Street
Kenosha, Wisconsin 53140

Office of the City Attorney
Municipal Building, Room 201
625 52nd Street
Kenosha, Wisconsin 53144

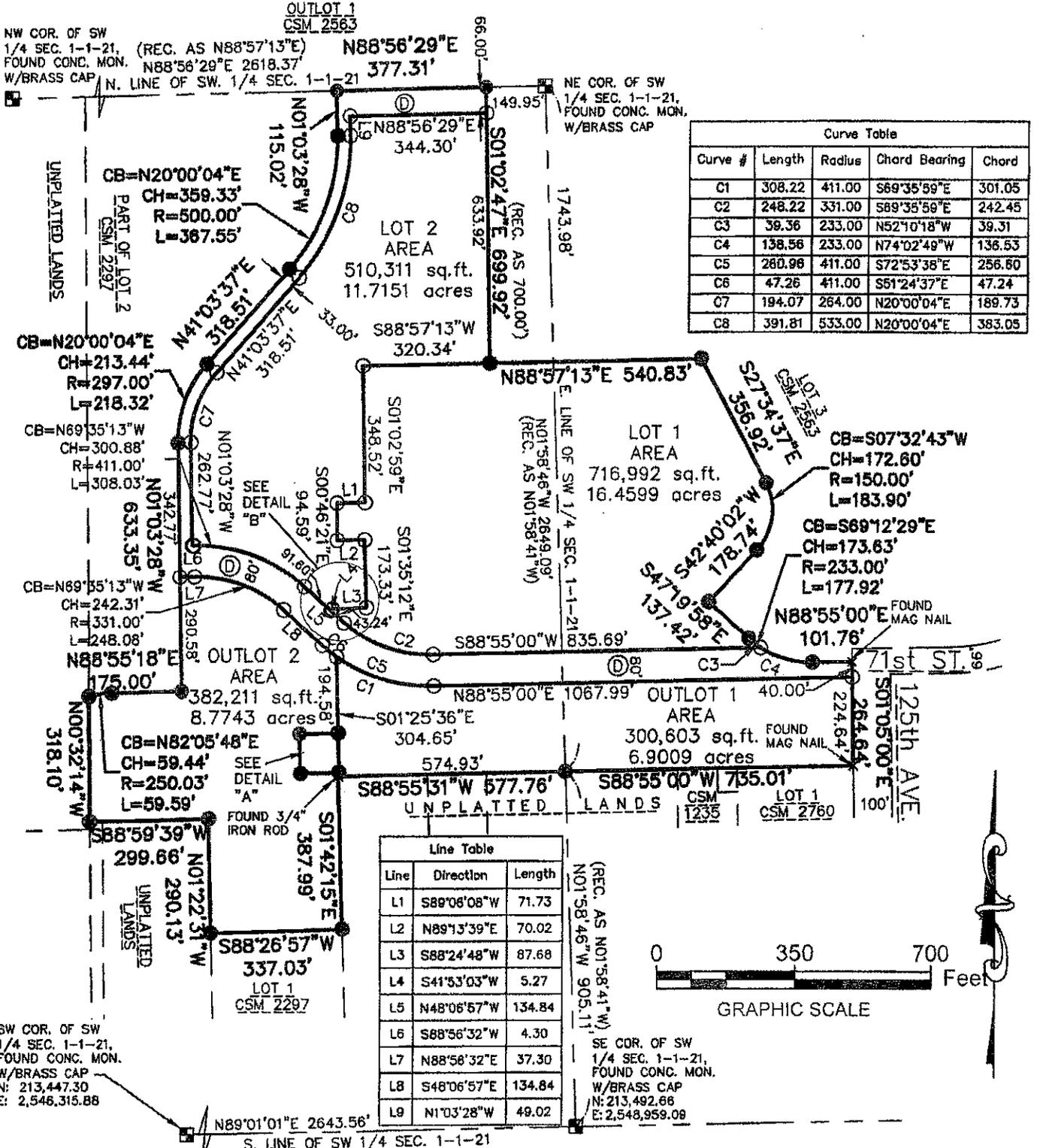
9. Governing Law. This Easement and Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
10. Severability. Any covenant, condition or provision of this Easement and Agreement held to be invalid or unenforceable by a court of competent jurisdiction shall be

considered deleted from this Easement and Agreement, but such deletion shall in no way affect the application or validity of the remaining covenants, conditions or provisions of this Easement and Agreement which shall be given effect without the invalid or unenforceable covenant, condition or provision and to this extent, the covenants, conditions and provisions of this Easement and Agreement are declared to be severable.

11. Entire Agreement. This Easement and Agreement shall constitute the entire agreement pertaining to the use and maintenance of the Temporary Turnaround Easement Area and any prior understanding or representation of any kind shall not be binding upon any party except to the extent incorporated in this document.
12. Waivers. No delay or omission by either party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement and Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement and Agreement.
13. Enforcement. Enforcement of this Easement and Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement and Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement and Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.
14. Amendment. This Easement and Agreement may be amended or terminated by a written recorded instrument signed by the Grantor and Grantee.

Signature Pages Follow

PROPERTY EXHIBIT A



R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005
 262-781-1000 Fax 262-797-7373 www.rasmithnational.com
 Appleton, WI Orange County, CA Pittsburgh, PA

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 PX\10135.dwg\1 SHEET 1

SHEET 1 OF 1 SHEETS

December 21, 2015 Pg. 224

EASEMENT EXHIBIT B

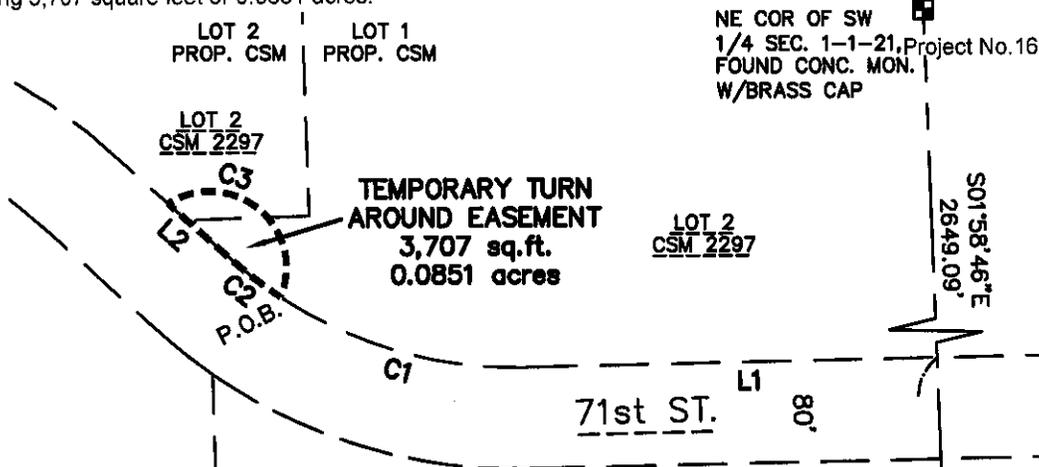
TEMPORARY TURN AROUND EASEMENT

Situated on 71st Street, in the City of Kenosha, Kenosha County, Wisconsin.

Part of Lot 2 of Certified Survey No. 2297, being a part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

COMMENCING at the Southeast corner of said Southwest 1/4 Section; thence North 01°58'46" West along the East line of said Southwest 1/4 Section 1209.79 feet to a point on the North line of proposed 71st Street extension; thence South 88°55'00" West along said North line 328.19 feet to a point; thence Northwest along said North line and the arc of a curve whose center lies to the North, whose radius is 331.00 feet and whose chord bears North 73°36'18" West 198.83 feet to the point of beginning of lands to be described; thence Northwest along said North line and the arc of a curve whose center lies to the Northeast, whose radius is 331.00 feet and whose chord bears North 52°07'17" West 46.24 feet to a point; thence North 48°06'57" West along said North line 68.53 feet to a point; thence Southeast along the arc of a curve whose center lies to the Southwest, whose radius is 60.00 feet and whose chord bears South 49°43'46" East 114.71 feet to the point of beginning. Containing 3,707 square feet or 0.0851 acres.

December 8, 2015



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord
C1	201.95'	331.00'	N73°36'18"W	198.83'
C2	46.28'	331.00'	N52°07'17"W	46.24'
C3	152.72'	60.00'	S49°43'46"E	114.71'

Line Table		
Line #	Direction	Length
L1	S88°55'00"W	328.19'
L2	N48°06'57"W	68.53'



GRAPHIC SCALE

NE COR OF SW
1/4 SEC. 1-1-21, Project No. 166196-CRW
FOUND CONC. MON.
W/BRASS CAP

S01°58'46"E
2649.09'

71st ST. 80'

UNPLATTED LANDS

E. LINE OF SW
1/4 SEC. 1-1-21
N01°58'46"W 1209.79'

P.O.C.
SE COR OF SW
1/4 SEC. 1-1-21,
FOUND CONC. MON.
W/BRASS CAP

R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

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SHEET 1 OF 1
December 21, 2015 Pg. 225

R.A. Smith National, Inc.

Thursday, December 10, 2015 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

Quit Claim Deed from Anchor Bank fsb to the City of Kenosha regarding 0.1748 acres for 71st Street Right-of-Way West of 125th Avenue. (District 16) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Johnson, District 16, has been notified. This item will also be reviewed by Public Works Committee before final approval by the Common Council.

LOCATION AND ANALYSIS:

Site: 71st Street West of 125th Avenue

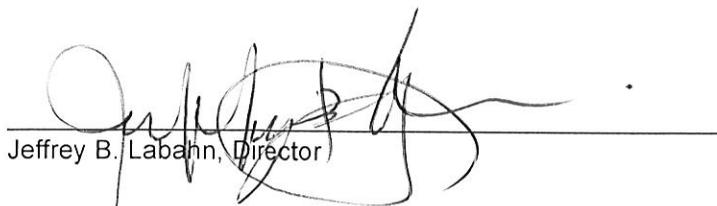
1. The Quit Claim Deed dedicates a portion of 71st Street to the City.
2. The property is currently owned by Anchor Bank.
3. The right-of-way will be improved by the developer of Springs at Kenosha under a separate Developer Agreement.

RECOMMENDATION:

A recommendation is made to accept the Quit Claim Deed.



Rich Schroeder, Deputy Director



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2015/DEC10/10Staff-QCD-Springs.doc

DEDICATION EXHIBIT

CITY OF KENOSHA

Situated on 71st Street, in the City of Kenosha, Kenosha County, Wisconsin.

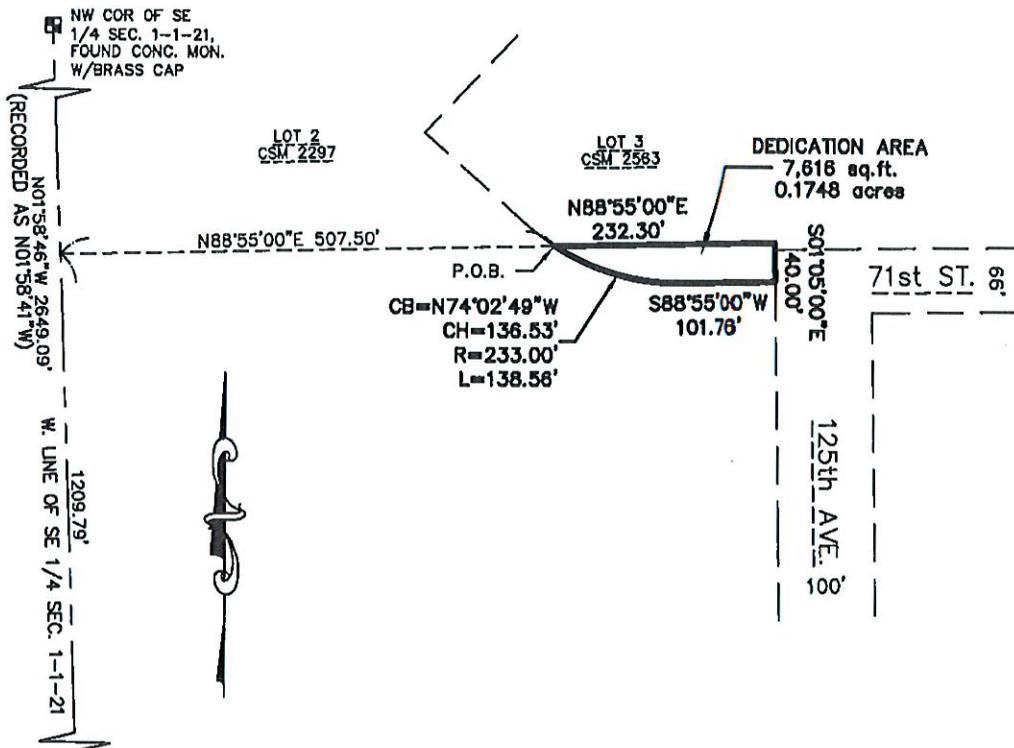
Part of Lot Three (3) of CERTIFIED SURVEY MAP NO. 2563, being a part of Lot Three (3) of Certified Survey Map No. 2297 in the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section One (1), in Township One (1) North, Range Twenty-one (21) East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

COMMENCING at the Southwest corner of said Southeast 1/4 Section; thence North 01°58'46" West along the West line of said Southeast 1/4 Section 1209.79 feet to a point; thence North 88°55'00" East 507.50 feet to a point on the West line of said Lot 3 and the point of beginning of lands to be described; thence North 88°55'00" East 232.30 feet to a point on the West line of 125th Avenue extended; thence South 01°05'00" East along said West line extended 40.00 feet to a point on the South line of said Lot 3; thence South 88°55'00" West along said South line 101.76 feet to a point; thence Northwesterly 138.56 feet along said South line and the arc of a curve whose center lies to the Northeast, whose radius is 233.00 feet and whose chord bears North 74°02'49" West 136.53 feet to the point of beginning.

December 3, 2015

Continental 315 Fund LLC

Project No. 166196-BMJ



R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

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EXHIBIT A

SHEET 1 OF 1
December 21, 2015 Pg 228

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R.A. Smith National, Inc.

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 22

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursement for the period from 11/16/15 through 11/30/15 and have approved the disbursement as follows:

1. Checks numbered from 153744 through 154063 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	9,506,909.68
c. All Other Disbursements	3,021,923.54
SUBTOTAL	12,528,833.22

PLUS:

2. City of Kenosha Payroll Wire Transfers
from the same period: 1,231,146.03

TOTAL DISBURSEMENTS APPROVED 13,759,979.25

Daniel Prozanski Jr.

Anthony Kennedy

Dave Paff

Rocco LaMacchia Sr.

Bob Johnson

Curt Wilson

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

Respectively submitted,



Director of Finance

**FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE**

PREPARED FOR: Finance Committee
ITEM: Disbursement Record #22

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 12/10/15

Prepared By: *MCS*

Reviewed By: *oh*

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153744	11/18	NEW FLYER	520-09-50201-347-000	10/15-BUS PARTS	17.44
153745	11/18	RNOW, INC.	630-09-50101-393-000	10/15-SE#2922 PARTS/	1,119.78
153746	11/18	CHESTER ELECTRONICS SUPPLY	110-02-52103-365-000	10/15 PD-PARTS/MTRL	12.98
153747	11/18	CLERK OF CIRCUIT COURT	110-01-50101-219-000	CERT COPIES/LIC/PRM	25.00
153748	11/18	CLERK OF CIRCUIT COURT	110-01-50301-219-000	2 SMALL CLAIMS	10.00
153749	11/18	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	10/15-ST ELECTRICAL	194.04
			110-03-53109-375-000	10/15-ST ELECTRICAL	49.89
			110-03-53109-375-000	10/15-ST ELECTRICAL	13.11
				..... CHECK TOTAL	257.04
153750	11/18	ICMA RETIREMENT TRUST	110-00-21572-000-000	11/01-15/15 CONTRIB	51,509.54
			110-00-21599-000-000	11/01-15/15 CONTRIB	8,993.49
			110-00-21524-000-000	11/01-15/15 CONTRIB	710.00
				..... CHECK TOTAL	61,213.03
153751	11/18	KRANZ, INC.	630-09-50101-393-000	11/15-SE MATERIALS	2,358.08
153752	11/18	KENOSHA JOINT SERVICES	110-02-52103-341-000	10/15 PATRL FLT GAS	15,451.80
			110-02-52103-345-000	10/15 PATRL FLT MNT	6,577.49
			110-02-52102-341-000	10/15 DETCV FLT GAS	2,190.29
			110-02-52102-345-000	10/15 DTCTV FLT MNT	743.40
			110-02-52109-341-000	10/15 KSCU FLT GAS	710.82
			110-02-52109-345-000	10/15 KSCU FLT MNT	465.57
			110-02-52103-341-000	10/15 MOTORCYL FUEL	344.76
			110-02-52101-341-000	10/15 ADMIN FLT GAS	268.42
			110-02-52101-345-000	10/15 ADMIN FLT MNT	204.58
				..... CHECK TOTAL	26,957.13
153753	11/18	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	LAB #15-156574	99.20
			110-02-52101-219-000	LAB #15-159832	49.60
			110-02-52101-219-000	LAB #15-159595	49.60
				..... CHECK TOTAL	198.40
153754	11/18	SHERWIN WILLIAMS CO.	110-03-53109-375-000	10/15-ST PAINT/SUPPL	86.00

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153755	11/18	TRAFFIC & PARKING CONTROL CO	110-03-53103-378-000	BARRICADE SHEETING	320.00
			110-03-53103-378-000	BARRICADE SHEETING	320.00
				..... CHECK TOTAL	640.00
153756	11/18	WE ENERGIES	110-01-51801-221-000	#43 09/30-10/29	4,774.10
			520-09-50401-221-000	#43 09/29-10/28	2,210.09
			521-09-50101-221-000	#43 10/02-11/02	1,601.64
			110-03-53109-221-000	#43 09/29-10/28	1,571.13
			521-09-50101-221-000	#43 10/01-11/01	1,380.78
			110-03-53109-221-000	#43 09/30-10/29	1,347.52
			110-02-52203-221-000	#43 09/28-10/27	1,044.28
			110-05-55109-221-000	#43 09/29-10/28	998.12
			110-03-53109-221-000	#43 10/01-11/01	996.73
			110-03-53109-221-000	#43 10/04-11/02	927.38
			110-01-51802-221-000	#43 912 35TH ST	878.04
			110-03-53103-221-000	#43 09/29-10/28	858.35
			110-02-52203-221-000	#43 10/01-11/01	799.47
			521-09-50101-221-000	#43 10/01-10/30	639.76
			110-01-51801-222-000	#43 09/29-10/28	566.83
			633-09-50101-222-000	#43 09/29-10/27	518.45
			110-03-53109-221-000	#43 09/04-10/06	447.07
			110-02-52203-222-000	#43 09/28-10/27	384.41
			110-03-53109-221-000	#43 09/28-10/27	329.20
			110-03-53103-222-000	#43 09/28-10/28	304.07
			110-03-53103-222-000	#43 09/28-10/27	265.77
			110-05-55111-221-000	#43 09/29-10/28	242.59
			110-02-52110-221-000	#43 09/29-10/28	179.67
			521-09-50101-221-000	#43 08/20-11/02	169.27
			521-09-50101-222-000	#43 10/01-11/01	156.94
			110-02-52203-222-000	#43 09/29-10/28	156.62
			110-02-52203-222-000	#43 10/01-11/01	152.59
			110-03-53103-221-000	#43 09/28-10/27	107.25
			520-09-50401-222-000	#43 09/27-10/26	87.10
			110-05-55109-221-000	#43 08/15-10/14	86.63
			632-09-50101-222-000	#43 09/28-10/27	85.04
			110-05-55109-222-000	#43 09/28-10/27	63.78
			110-05-55111-221-000	#43 09/30-10/29	61.60
			110-05-55111-222-000	#43 09/29-10/28	59.97
			110-05-55109-221-000	#43 10/04-11/02	40.39
			110-03-53116-222-000	#43 09/29-10/28	30.19
			110-05-55109-221-000	#43 10/01-10/30	29.45
			110-05-55102-221-000	#43 09/30-10/29	22.01
			110-03-53109-221-000	#43 08/31-10/07	20.04
			110-01-51802-221-000	#43 2210 52ND ST	17.60
			110-02-52110-222-000	#43 09/29-10/28	14.45
			110-05-55109-222-000	#43 09/30-10/29	9.57
			110-02-52103-222-000	#43 10/04-11/02	9.57
				..... CHECK TOTAL	24,645.51

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153757	11/18	MAGID GLOVE & SAFETY	630-09-50101-393-000 630-09-50101-393-000	10/15-CE GLOVES 10/15-CE GLOVES CHECK TOTAL	2,423.32 181.44 2,604.76
153758	11/18	OAKES & SON, INC., A. W.	403-11-51501-585-000	EST 4 THRU 10/9/15	14,146.70
153759	11/18	PAYNE & DOLAN INC.	110-03-53103-355-000	10/15-ASPHALT MATERI	568.37
153760	11/18	REINDERS INC.	521-09-50101-344-000 110-05-55104-344-000	10/15-AR PARTS/SERVI 10/15-PA PARTS/SERVI CHECK TOTAL	232.29 123.54 355.83
153761	11/18	KENOSHA WATER UTILITY	227-09-50101-219-000 110-05-55109-224-000	9/9-10/7 GW O&M LAKEFRONT HYDRANT CHECK TOTAL	221.19 20.00 241.19
153762	11/18	WISCONSIN FUEL & HEATING	630-09-50101-392-000	10/15-CE DIESEL FUEL	15,340.50
153763	11/18	LARK UNIFORM, INC.	110-02-52103-367-000	10/15-PD#583 UNIFORM	269.95
153764	11/18	DREAMSCAPE LAWN CARE	633-09-50101-249-000 633-09-50101-249-000	10/15 WKLY LAWN CARE FERTILIZER CHECK TOTAL	200.00 135.00 335.00
153765	11/18	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000 520-09-50301-258-000 520-09-50301-258-000	11/15 SPCL TRANSPRT 11/15 WKND DISPATCH 11/15 METRA BACK UP CHECK TOTAL	21,334.00 583.00 166.00 22,083.00
153766	11/18	HD SUPPLY WATERWORKS, LTD	501-09-50105-359-000	FERNCO COUPLINGS	2,381.00
153767	11/18	OFFICEMAX	110-03-53103-311-000	10/15-ST#3291 OFFICE	421.26
153768	11/18	GARDA CL GREAT LAKES, INC	110-01-51201-219-000	11/15-CT ARMORED CAR	340.34
153769	11/18	MADISON TRUCK EQUIPMENT	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	14 FT CONVEYER BELT FLOOR ASSEMBLY 2" BEARING 1 1/4" BEARING CHECK TOTAL	7,898.00 3,020.00 75.00 50.00 11,043.00

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153770	11/18	LINCOLN CONTRACTORS SUPPLY	630-09-50101-393-000	10/15-CE#2953 TOOLS/	255.00
153771	11/18	HOLLAND SUPPLY, INC.	501-09-50105-387-000	10/15-SW HYDRAULIC F	287.18
			630-09-50101-393-000	10/15-CE#3220 HYDRAU	110.98
			630-09-50101-393-000	10/15-CE HYDRAULIC F	78.75
			630-09-50101-393-000	10/15-ST HYDRAULIC F	8.50
				..... CHECK TOTAL	485.41
153772	11/18	TOP CHOICE RENTALS	110-05-55109-219-000	CLEAN 2 SHADE KITES	630.00
153773	11/18	SIGNARAMA	707-09-51501-259-000	FOAM BOARD ART AWARD	36.00
153774	11/18	GORDIE BOUCHER FORD	630-09-50101-393-000	REPAIR #3100	161.76
153775	11/18	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	10/15 MATERLS/SUPL	640.00
			501-09-50105-355-000	10/15 MATERLS/SUPL	188.00
				..... CHECK TOTAL	828.00
153776	11/18	SOUTHPORT HEATING & COOLING	110-02-52203-241-000	BOILER REPAIR	2,460.00
153777	11/18	AECOM TECHNICAL SERVICES INC	496-11-50101-219-000	9/5-10/9 KEP DOC	26,189.25
153778	11/18	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	RECORDS #15-115697	99.40
			110-02-52102-219-000	RECORDS 15-09119	81.91
			110-02-52102-219-000	RECORDS #14-129808	58.94
			110-02-52102-219-000	RECORDS #15-142484	44.56
			110-02-52102-219-000	RECORDS #15-149793	42.42
				..... CHECK TOTAL	327.23
153779	11/18	DOOLEY & ASSOCIATES	411-11-51302-219-000	10/15 CITY BRANDING	1,018.42
153780	11/18	JAMES IMAGING SYSTEMS, INC.	110-02-52201-232-000	11/15 MANGD PRINTER	281.83
			110-01-51601-232-000	11/15 MANGD PRINTER	201.60
			110-01-51201-232-000	11/15 MANGD PRINTER	120.96
			110-01-51101-232-000	11/15 MANGD PRINTER	120.96
			520-09-50301-232-000	11/15 MANGD PRINTER	100.80
			110-05-55101-232-000	11/15 MANGD PRINTER	100.80
			110-01-51102-232-000	11/15 MANGD PRINTER	100.80
			632-09-50101-232-000	11/15 MANGD PRINTER	80.64
			110-03-53103-232-000	11/15 MANGD PRINTER	80.64
			110-01-52001-232-000	11/15 MANGD PRINTER	80.64
			110-01-50901-232-000	11/15 MANGD PRINTER	80.64
			631-09-50101-232-000	11/15 MANGD PRINTER	60.48
			110-01-51303-232-000	11/15 MANGD PRINTER	60.48
			110-01-50301-232-000	11/15 MANGD PRINTER	60.48
			521-09-50101-232-000	11/15 MANGD PRINTER	40.32
			110-03-53116-232-000	11/15 MANGD PRINTER	40.32
			110-02-52103-232-000	11/15 MANGD PRINTER	40.32
			110-01-51301-232-000	11/15 MANGD PRINTER	40.32

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53101-232-000	11/15 MANGD PRINTER	20.16
			110-02-52201-232-000	11/15 MANGD PRINTER	20.16
				..... CHECK TOTAL	1,733.35
153781	11/18	GENFARE	520-09-50201-347-000	10/15-TD FARE BOX PA	87.03
153782	11/18	HEALTHSTAT	611-09-50101-155-504	2015 HRA	24,947.50
			611-09-50101-155-504	2015 HRA	7,650.00
				..... CHECK TOTAL	32,597.50
153783	11/18	HEALTHSTAT	611-09-50101-155-504	10/15 MID LVL PROV	16,243.28
			611-09-50101-155-504	10/15 PRG ADMN FEE	11,014.48
			611-09-50101-155-504	10/15 REF LAB FEES	9,767.53
			611-09-50101-155-504	10/15 MED OFFC ASST	5,503.61
			611-09-50101-155-504	10/15 MED SUPPL	683.20
			611-09-50101-155-504	09/15 BANK FEES	42.73
			611-09-50101-155-504	10/1-10/29 CO PAYS	420.00CR
				..... CHECK TOTAL	42,834.83
153784	11/18	STIPPICH, SELIN & CAIN, LLC	110-01-50101-219-000	6/02-11/2/15	768.00
153785	11/18	HENRY SCHEIN	206-02-52205-318-000	10/15-FD MED SUPPLIE	769.93
			206-02-52205-318-000	10/15-FD MED SUPPLIE	516.19
			206-02-52205-318-000	10/15-FD MED SUPPLIE	452.49
				..... CHECK TOTAL	1,738.61
153786	11/18	ADVANCED DISPOSAL	205-03-53118-253-000	10/15 400.6 TONS	7,030.53
			205-03-53118-253-000	09/15 BACK HAULS	6,610.69
			205-00-46397-000-000	09/15 REBATE	3,785.26CR
				..... CHECK TOTAL	9,855.96
153787	11/18	STROBBE'S FLOWER CART	707-09-51501-259-000	FLORAL ARTS AWARD	150.00
153788	11/18	CARQUEST AUTO PARTS	520-09-50201-369-000	FREON RECOVERY SYS.	2,246.18
			520-09-50201-369-000	FREON RECOVERY SYS	1,123.81
				..... CHECK TOTAL	3,369.99
153789	11/18	CDW-G	631-09-50101-363-000	10/15 COMPUTER EQPT	754.48
			110-01-51102-539-000	10/15 COMPUTER EQPT	651.14
			110-01-51102-539-000	10/15 COMPUTER EQPT	356.21
			501-09-50103-363-000	10/15 COMPUTER EQPT	146.74
			110-01-51102-539-000	10/15 MOUSE/TRCKBAL	93.33
			110-01-51102-539-000	10/15 PHONE CORDS	24.50
				..... CHECK TOTAL	2,026.40

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153790	11/18	CD DVD GAME WAREHOUSE	222-09-50101-259-908	11/27 TREE LIGHTING	350.00
153791	11/18	MSC INDUSTRIAL SUPPLY	206-02-52205-344-000 110-02-52203-344-000	10/15-FD SUPPLIES/RE 10/15-FD SUPPLIES/RE CHECK TOTAL	244.42 122.89 367.31
153792	11/18	DIVERSIFIED PRINTING SERVICE	110-02-52103-311-000	PARKING TICKETS	3,111.60
153793	11/18	MENARDS (KENOSHA)	110-05-55109-344-000 405-11-51517-589-831 110-05-55109-249-000	10/15-PA MERCHANDISE 10/15-DREAM PLAYGRND 10/15-PA MERCHANDISE CHECK TOTAL	159.32 8.97 6.30 174.59
153794	11/18	SUTPHEN CORPORATION	110-02-52203-344-000	ENGINE REPAIRS	2,096.87
153795	11/18	DYNAMIC RECYCLING, INC	205-03-53118-253-000 110-03-53117-253-000	10/15 RECYCL ELCTR 10/15 RECYCL ELCTR CHECK TOTAL	2,005.47 1,708.04 3,713.51
153796	11/18	BELLE CITY FIRE EXTINGUISHER	110-02-52103-389-000	10/15/PD-EXTINGUISH	125.60
153797	11/18	BRAUN THYSSENKRUPP ELEVATOR	520-09-50202-246-000	ELEVATOR MAINTENANCE	249.00
153798	11/18	SKY'S THE LIMIT	411-11-51502-219-000 411-11-51502-219-000	DRONE VIDEO-GLF CRS DRONE VIDEO-LAKEFRT CHECK TOTAL	750.00 750.00 1,500.00
153799	11/18	CHIEF LAW ENFORCEMENT	110-02-52103-365-000	MID RIDE LVII	198.97
153800	11/18	GRIFFIN, PAUL W	222-09-50101-259-908	11/27 TREE LIGHTING	200.00
153801	11/18	GRAINGER	521-09-50101-353-000 521-09-50101-344-000 521-09-50101-375-000 521-09-50101-382-000	10/15-AR PARTS/MATER 10/15-AR PARTS/MATER 10/15-AR PARTS/MATER 10/15-AR PARTS/MATER CHECK TOTAL	492.48 150.66 68.48 43.26 754.88
153802	11/18	WHOLESALE DIRECT INC	630-09-50101-393-000	10/15-CE PARTS/MATER	40.80
153803	11/18	BUSCHE, JUDY LLC	110-09-56501-259-565	10/15 PROCESS SERVC	135.00

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153804	11/18	GILLIG CORPORATION	520-09-50201-347-000	10/15-BUS PARTS	1,150.37
			520-09-50201-347-000	10/15-BUS PARTS	741.53
			520-09-50201-347-000	10/15-BUS PARTS	523.74
			520-09-50201-347-000	10/15-BUS PARTS	51.58
			520-09-50201-347-000	10/15-BUS PARTS	30.84
				..... CHECK TOTAL	2,498.06
153805	11/18	NEW WAVE	206-02-52205-344-000	TEFLON CLAYBAR CAR 4	175.00
153806	11/18	PLEASANT PRAIRIE UTILITIES	110-03-53116-223-000	10/15 SPRINBK-WATER	106.04
			110-03-53103-223-000	10/15 80TH ST-WATER	66.43
				..... CHECK TOTAL	172.47
153807	11/18	IAFF/NATIONWIDE	110-00-21574-000-000	11/01-15/15 CONTRIB	21,169.39
153808	11/18	RED THE UNIFORM TAILOR	110-02-52108-367-000	WHISTLES, NO. 560	109.92
			110-02-52108-367-000	TROUSERS, PT10NV,	25.90
			110-02-52108-367-000	TROUSERS, PT10NV,	20.65
				..... CHECK TOTAL	156.47
153809	11/18	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	11/01-15/15 CONTRIB	7,869.33
			110-00-21539-000-000	11/01-15/15 CONTRIB	705.00
				..... CHECK TOTAL	8,574.33
153810	11/18	AURORA HEALTH CARE	520-09-50101-216-000	10/15 SCREENS	201.00
			110-01-51303-216-000	10/15 SCREENS	182.00
			110-00-15601-000-000	10/15 SCREENS	69.00
				..... CHECK TOTAL	452.00
153811	11/18	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	10/12/15 W/C	460.15
			110-09-56405-161-000	10/15/15 W/C	434.63
			110-09-56405-161-000	10/19/15 W/C	376.73
				..... CHECK TOTAL	1,271.51
153812	11/18	FRANCINES FINE CATERING	707-09-51501-259-000	CATERING ARTS AWARD	500.00
153813	11/18	KENOSHA SYMPHONY ORCHESTRA	222-09-50101-293-000	SPONSORSHIP 2015	5,000.00
153814	11/18	DUCHENE, DENNIS	222-09-50101-259-908	11/27 TREE LIGHTING	250.00

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153815	11/18	ESTATE OF ANTHONY ROBERTS	611-00-49135-000-000	2-3/15 DENTAL PREM	46.88
153816	11/18	ESTATE OF DOROTHY RECK	611-00-49135-000-000	6/15 HEALTH/DENTAL	569.88
153817	11/18	ESTATE OF JOHN INELE	110-00-13101-000-000	07/15 ETF PAYMENT	546.44
153818	11/18	LAND VENTURE, LLC	110-00-21112-000-000	SPECIAL ASSMT OVER	4.14
153819	11/18	SALAS, DEBRA	110-01-50101-321-000	ORD 40-15	30.00
153820	11/18	WALDSCHMIDT, JACOB	110-09-56405-166-000	11/3-12/2/15 PPD	1,180.71
153821	11/18	NORTON, JENNY	110-01-52001-263-000 110-01-52001-261-000	10/20-23 APPLETON 10/20-23 APPLETON CHECK TOTAL	283.91 166.45 450.36
153822	11/18	BOSMAN, KEITH	110-01-51301-263-000 110-01-51301-341-000	LUNCH MEETING GAS CITY VAN CHECK TOTAL	45.01 31.95 76.96
153823	11/18	JURGENS, ADAM	110-01-51303-144-000	2015 FALL TUITION	1,728.00
153824	11/18	KUFFEL, CHASE	631-09-50101-263-000	11/4-6 GREEN LAKE	178.00
153825	11/18	PAGE, BRIAN	110-09-56405-161-000	10/15 LIFE INS	176.75
153826	11/18	BAUER, JACOB	110-02-52103-263-000	10/30/15 WINNEBAGO	12.00
153827	11/18	JOHNSON, MATTHEW	110-09-56405-166-000	10% PPD ASSESSMENT	8,050.00
153828	11/20	AMALGAMATED TRANSIT UN 998	110-00-21556-000-000	11/20/15 UNION DUES	2,647.94
153829	11/20	BLONER, JOHN JR	761-09-50101-264-000	DOMAIN RNWL/REGSTR	27.16
153830	11/20	RNOW, INC.	630-09-50101-393-000	10/15 PARTS/MATERIAL	300.30
153831	11/20	VIKING ELECTRIC SUPPLY	110-05-55109-248-000 110-03-53109-375-000 110-05-55109-248-000	10/15 PA ELECTRICAL 10/15 ST ELECTRICAL 10/15 PA ELECTRICAL CHECK TOTAL	91.25 69.80 4.06 165.11

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153832	11/20	HWY C SERVICE	520-09-50201-347-000 110-05-55104-343-000	10/15-TD PARTS/SERVI 10/15-PA SERVICE/PAR CHECK TOTAL	285.14 262.26 547.40
153833	11/20	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000 110-02-52203-235-000	10/15-ST ELECTRICAL 10/15-FD ELECTRICAL CHECK TOTAL	78.75 22.66 101.41
153834	11/20	WIS DEPT OF REVENUE	110-09-56507-259-999	10/15 SALES TAX	4,536.70
153835	11/20	KENOSHA JOINT SERVICES	411-11-51403-532-000	11/15 PS PROJECT	14,852.00
153836	11/20	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000	11/20/15 CITY HRLY 11/20/15 WATER HRLY 11/20/15 MUSEUM HRLY CHECK TOTAL	8,549.00 3,065.62 15.00 11,629.62
153837	11/20	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	8/19/15 W/C	269.98
153838	11/20	KENOSHA NEWS	110-01-50101-321-000 110-01-50101-321-000 110-09-56501-259-565 110-09-56501-259-565 110-09-56501-259-565 110-09-56501-259-565 110-09-56501-259-565 110-01-50101-321-000 110-01-50101-321-000 110-00-21104-000-000 110-01-50101-321-000	9/9/15 CC MINUTES 10/5/15 CC MINUTES 10/15 RAMCOMM RAZE 10/15 LUDOWISE RAZE 10/15 CONNOLLY RAZE 10/15 S RIELLY RAZE 10/15 ROCKTOP RAZE 10/15 AIRPORT WETLD 10/15 2ND READ ORDS 10/15 WATERFRNT LIC 10/15 1ST READ ORDS CHECK TOTAL	539.00 251.58 102.83 99.48 97.47 90.77 90.10 53.25 27.79 23.54 21.77 1,397.58
153839	11/20	PALMEN BUICK	630-09-50101-393-000	10/15 CE PARTS & MAT	47.50
153840	11/20	M A TRUCK PARTS	630-09-50101-393-000 520-09-50201-347-000 632-09-50101-393-000	10/15 CE MATERIALS & 10/15 TD REPAIR PART 10/15 SE MATERIALS & CHECK TOTAL	4,289.13 1,452.10 190.21 5,931.44
153841	11/20	KENOSHA COUNTY INTERFAITH	288-06-50610-259-000	#5867695 SUBGR AGMT	2,082.80

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153842	11/20	VAN'S GAS SERVICE INC	110-03-53103-355-000	10/15 PROPANE GAS	47.26
153843	11/20	KENOSHA WATER UTILITY	110-05-55109-223-000	11/15 #2 WATER/STRM	3,157.78
			110-03-53103-224-000	11/15 #2 WATER/STRM	2,231.10
			110-05-55109-224-000	11/15 #2 WATER/STRM	2,068.84
			110-05-55102-224-000	11/15 #2 WATER/STRM	1,653.38
			520-09-50301-223-000	11/15 #2 WATER/STRM	1,008.50
			110-05-55109-224-000	11/15 #2 WATER/STRM	731.04
			520-09-50301-224-000	11/15 #2 WATER/STRM	653.08
			110-03-53116-223-000	11/15 #5 WATER/STRM	547.10
			110-01-51801-224-000	11/15 #4 WATER/STRM	467.04
			521-09-50101-224-000	11/15 #5 WATER/STRM	446.00
			110-05-55109-223-000	11/15 #5 WATER/STRM	395.58
			110-02-52203-224-000	11/15 #2 WATER/STRM	354.98
			110-01-51801-223-000	11/15 #4 WATER/STRM	344.24
			110-02-52203-223-000	11/15 #2 WATER/STRM	319.30
			110-01-51802-223-000	11/15 #5 WATER/STRM	319.12
			110-05-55109-224-000	11/15 #5 WATER/STRM	268.18
			110-02-52203-224-000	11/15 #2 WATER/STRM	208.62
			521-09-50101-224-000	11/15 #2 WATER/STRM	177.66
			110-05-55109-224-000	11/15 #5 WATER/STRM	150.00
			520-09-50301-224-000	11/15 #5 WATER/STRM	118.00
			110-02-52203-224-000	11/15 #2 WATER/STRM	98.16
			632-09-50101-224-000	11/15 #2 WATER/STRM	94.17
			110-02-52203-224-000	11/15 #5 WATER/STRM	92.00
			110-05-55109-224-000	11/15 #5 WATER/STRM	73.32
			110-03-53116-224-000	11/15 #5 WATER/STRM	72.00
			632-09-50101-224-000	11/15 #5 WATER/STRM	46.00
			110-05-55102-224-000	11/15 #5 WATER/STRM	46.00
			110-03-53103-224-000	11/15 #5 WATER/STRM	46.00
			461-11-51501-581-000	11/15 #5 WATER/STRM	33.37
			110-05-55103-224-000	11/15 #2 WATER/STRM	32.16
			110-05-55109-224-000	11/15 #2 WATER/STRM	25.23
			110-01-51802-224-000	11/15 #5 WATER/STRM	6.18
				..... CHECK TOTAL	16,284.13
153844	11/20	KENOSHA WATER UTILITY	521-09-50101-223-000	07/31-09/30/15 SWU	16,666.30
			521-00-13112-000-000	07/31-09/30/15 SWU	6,009.08
			110-03-53103-223-000	07/31-09/30/15 SWU	2,999.94
			110-05-55109-223-000	07/31-09/30/15 SWU	2,919.84
			205-03-53119-223-000	07/31-09/30/15 SWU	980.02
			461-11-51501-581-000	07/31-09/30/15 SWU	233.94
			463-11-51101-589-000	07/31-09/30/15 SWU	66.70
			110-01-51802-223-000	8-9/15 4710 47 AV	57.18
			110-01-51802-223-000	8-9/15 47 AVE	45.12
			110-01-51802-223-000	8-9/15 3604 67 ST	42.94
			110-01-51802-223-000	8-9/15 4722 47 AV	36.36
			520-09-50301-223-000	07/31-09/30/15 SWU	4.58
				..... CHECK TOTAL	30,062.00

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153845	11/20	WELDCRAFT, INC.	630-09-50101-393-000	10/15-CE WELDING SER	370.22
153846	11/20	LEITCH PRINTING CORP.	205-03-53118-311-000	11/15 PW REC CALENDR	1,355.31
153847	11/20	MAGID GLOVE & SAFETY	630-09-50101-393-000	10/15-CE GLOVES	354.24
153848	11/20	BOYS AND GIRLS CLUB	288-06-50608-259-000	#5867700 SUBGR AGMT	3,679.91
153849	11/20	WEST GROUP	110-01-50301-322-000	10/15-LE ONLINE MATE	752.00
153850	11/20	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	10/15-SWEEPER PARTS/	520.00
153851	11/20	BECKER AWNING	110-02-52206-367-000	11/15 TURNOUT GEAR	80.00
153852	11/20	BROOKS TRACTOR, INC.	110-05-55109-344-000	JRB COUPLER	5,266.00
153853	11/20	DON'S AUTO PARTS	630-09-50101-393-000	10/15 SE #2831 PARTS	77.24
153854	11/20	AT&T	110-01-51801-227-000 110-02-52103-227-000 110-02-52110-227-000 110-02-52108-225-000	11/7-12/6 CIRCUITS 11/7-12/6 CIRCUITS 11/7-12/6 CIRCUITS 11/7-12/6 CIRCUITS	311.50 70.00 35.00 35.00
				..... CHECK TOTAL	451.50
153855	11/20	KENOSHA AREA BUSINESS	291-06-51403-259-000	#5867666-SUBR AGMT	1,127.65
153856	11/20	CITIES & VILLAGES MUTUAL INS	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000	9/4/15 W/C 8/20/15 W/C 4/28/15 W/C	2,461.51 736.92 355.96
				..... CHECK TOTAL	3,554.39
153857	11/20	OFFICEMAX	110-02-52201-311-000 110-02-52201-311-000	10/15-FD#3283 OFFICE 11/15-FD#3283 OFFICE	60.61 52.90
				..... CHECK TOTAL	113.51
153858	11/20	PAT'S SERVICES, INC.	205-03-53119-282-000	10/6-11/2-PORTABLE T	112.00
153859	11/20	LINCOLN CONTRACTORS SUPPLY	631-09-50101-361-000 110-03-53116-367-000	10/15-EN TOOLS/SUPPL 10/15-WA TOOLS/SUPPL	739.00 44.95
				..... CHECK TOTAL	783.95

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153860	11/20	WISCONSIN WOMEN'S BUSINESS	290-06-51604-259-000	#5867654 SUBGR AGMT	2,964.75
153861	11/20	NAPA AUTO PARTS CO.	630-09-50101-393-000	10/15-CE PARTS/FILTE	1,845.90
			520-09-50201-347-000	10/15-TD PARTS/FILTE	897.16
			206-02-52205-344-000	10/15-FD PARTS/FILTE	285.13
			110-02-52203-361-000	10/15-FD PARTS/FILTE	249.00
			110-05-55109-344-000	10/15-PA PARTS/FILTE	178.53
			110-05-55104-343-000	10/15-PA PARTS/FILTE	146.99
			205-03-53119-389-000	10/15-ST PARTS/FILTE	85.65
			110-05-55109-343-000	10/15-PA PARTS/FILTE	54.98
			110-02-52203-344-000	10/15-FD PARTS/FILTE	26.23
			110-03-53103-389-000	10/15-ST PARTS/FILTE	7.28
			632-09-50101-389-000	10/15-SE PARTS/FILTE	6.77
				..... CHECK TOTAL	3,783.62
153862	11/20	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	10/15 ST MATERIALS/S	282.00
			501-09-50105-355-000	10/15 ST MATERIALS/S	282.00
				..... CHECK TOTAL	564.00
153863	11/20	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000	10/15 #2235 PARTS &	2,365.81
			630-09-50101-393-000	10/15 #3220 PARTS &	214.47
			630-09-50101-393-000	10/15 #3220 PARTS &	104.85
			630-09-50101-393-000	10/15 RETURNS	379.88CR
				..... CHECK TOTAL	2,305.25
153864	11/20	PARKSIDE TRUE VALUE HARDWARE	110-02-52203-382-000	10/15 FD MERCHANDISE	31.98
			110-02-52203-353-000	10/15 FD MERCHANDISE	23.98
			405-11-51517-589-831	10/15 PW MERCHANDISE	7.96
				..... CHECK TOTAL	63.92
153865	11/20	VERMEER SALES & SERVICE	205-03-53119-349-000	PARTS FOR GRINDER	5,100.76
153866	11/20	MANDLIK & RHODES	501-09-50102-219-000	10/15 YW PROG ADMIN	350.00
			501-09-50102-219-000	11/15 YW COUPON PRG	316.98
				..... CHECK TOTAL	666.98
153867	11/20	RUEKERT & MIELKE, INC.	501-09-50102-219-000	9/5-10/2 DISCHARGE	5,405.00
			403-11-51109-589-000	9/3-10/2 FOREST OVER	1,740.30
			403-11-51109-589-000	8/7-10/2 NASH OVERFL	581.50
			403-11-51109-589-000	9/3-10/2 FOREST SEWE	480.00
				..... CHECK TOTAL	8,206.80

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153868	11/20	CUMMINS NPOWER, LLC	520-09-50201-344-000	REBUILT TRANSMISSION	9,510.00
153869	11/20	MID-STATE EQUIPMENT	521-09-50101-344-000	09/15 AR SERVICE/PAR	4.94
153870	11/20	JP MORGAN CHASE	110-00-21112-000-000	SPCL ASMT-5525 8 AV	2.42
153871	11/20	MALSACK, J	110-09-56501-259-570	11/15 6118 54TH AVE	537.18
			110-09-56501-259-570	11/15 5805 23RD AVE	335.95
			110-09-56501-259-570	11/15 2019 61ST ST	275.50
			110-09-56501-259-570	11/15 1740 BIRCH RD	248.66
			110-09-56501-259-570	11/15 2018 45TH ST	124.69
			110-09-56501-259-570	11/15 4410 73RD ST	119.56
			110-09-56501-259-570	11/15 5507 22ND AVE	106.29
			110-09-56501-259-570	11/15 6212 32ND AVE	81.87
			110-09-56501-259-570	11/15 3705 52ND ST	80.87
			110-09-56501-259-570	11/15 4814 SHERIDAN	10.69
				..... CHECK TOTAL	1,921.26
153872	11/20	JENSEN TOWING	110-02-52103-219-000	09/15-#15-145201 TOW	45.00
153873	11/20	REGISTER OF DEEDS	405-11-51317-589-823	REGISTER EASEMENT	30.00
153874	11/20	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	10/15 PARTS/LABOR	279.98
153875	11/20	JOHNSON BANK	110-00-21532-000-000	11/20/15 CITY HRLY	1,072.38
			110-00-21532-000-000	11/20/15 WATER HRLY	489.62
				..... CHECK TOTAL	1,562.00
153876	11/20	FASTENAL COMPANY	110-03-53103-367-000	10/15 ST TOOLS/MATER	354.68
			630-09-50101-393-000	10/15 SE #2438 TOOLS	173.01
			110-03-53107-361-000	10/15 ST TOOLS/MATER	68.99
			110-03-53107-361-000	10/15 ST TOOLS/MATER	55.94
			205-03-53118-344-000	11/15 WA TOOLS/MATER	54.89
				..... CHECK TOTAL	707.51
153877	11/20	BASCOM, BUDISH & CEMAN, S.C.	110-09-56405-212-000	10/7-12/15 W/C	165.00
153878	11/20	CDW-G	110-01-51102-539-000	10/15 COMPUTER EQUIP	447.57
			110-01-51102-539-000	11/15 COMPUTER EQUIP	284.27
				..... CHECK TOTAL	731.84

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153879	11/20	MCI SERVICE PARTS INC.	520-09-50201-347-000	10/15-GMC COACH PART	23.88
153880	11/20	CHAPTER 13 TRUSTEE	110-00-21581-000-000 110-00-21581-000-000	11/20/15 DEDUCTION 11/20/15 DEDUCTION CHECK TOTAL	104.00 87.00 191.00
153881	11/20	POYNETTE IRON WORKS, INC.	501-09-50105-369-000	SELF-DUMPING HOPPER	1,445.50
153882	11/20	GLEASON REDI-MIX	403-11-51202-588-000 403-11-51202-588-000 403-11-51202-588-000	10/15-ST CONCRETE MA 10/15-ST CONCRETE MA 10/15-ST CONCRETE MA CHECK TOTAL	920.00 540.00 400.00 1,860.00
153883	11/20	LOGISTICS PLUS	205-03-53118-219-000 205-03-53118-219-000	10/15-TIRE RECYCLING 10/15-TIRE RECYCLING CHECK TOTAL	2,600.00 1,300.00 3,900.00
153884	11/20	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	10/15-CE PLOW PARTS/	126.13
153885	11/20	MSC INDUSTRIAL SUPPLY	520-09-50201-347-000 520-09-50201-347-000	10/15-TD SHOP SUPPLI 10/15-TD SHOP SUPPLI CHECK TOTAL	449.58 114.55 564.13
153886	11/20	KENOSHA AREA FAMILY & AGING	288-06-50601-259-000	#5867692 SUBGR AGMT	3,018.12
153887	11/20	GEMPLER'S, INC	501-09-50106-367-000 501-09-50106-367-000 501-09-50106-367-000 501-09-50106-367-000	JACKET PANTS CLASS 3 VEST CLASS 2 VEST CHECK TOTAL	74.70 32.60 27.20 20.35 154.85
153888	11/20	MENARDS (KENOSHA)	110-05-55109-357-000 110-01-51801-389-000 110-01-51801-389-000 110-02-52203-344-000 110-03-53116-389-000 110-03-53109-375-000 110-03-53116-389-000 110-05-55109-361-000	10/15 PA MERCHANDISE 10/15 MB MERCHANDISE 10/15 MB MERCHANDISE 10/15 FD MERCHANDISE 10/15 WA MERCHANDISE 10/15 ST MERCHANDISE 10/15 WA MERCHANDISE 10/15 PA MERCHANDISE CHECK TOTAL	274.89 87.30 52.15 37.91 34.98 29.44 9.99 6.96 533.62

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153889	11/20	J & J BEARING & TRUCK, INC	630-09-50101-393-000	10/15-SE PARTS/MATER	333.36
153890	11/20	PIONEER ATHLETICS	110-05-55104-249-000	BRITESTRIPE	2,016.00
			110-05-55104-249-000	TOURNAMENT BLUE	280.00
			110-05-55104-249-000	BRITESTRIPE	6.00
				..... CHECK TOTAL	2,302.00
153891	11/20	HABITAT FOR HUMANITY	237-06-50401-259-000	#5867689 SUBGR AGMT	8,334.20
153892	11/20	ENVIRONMENT SYSTEMS DESIGN	412-11-51302-583-000	09/15 HVAC PROF. SER	1,850.00
153893	11/20	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	9/2-10/19/15 W/C	45.00
153894	11/20	AFFORDABLE TREE CARE LLC	407-11-51502-219-000	TREE REMOVAL - 2015	6,592.60
153895	11/20	RICOH USA, INC	110-02-52201-311-000	HIGH YEILD TONER	114.85
153896	11/20	WIS SCTF	110-00-21581-000-000	11/20/15 HRLY DEDCT	1,318.81
153897	11/20	SNAP-ON INDUSTRIAL	110-03-53103-361-000	TOOL CABINET	1,114.49
			632-09-50101-361-000	09/15 SE TOOLS/REPAI	186.78
			632-09-50101-361-000	09/15 SE TOOLS/REPAI	129.81
				..... CHECK TOTAL	1,431.08
153898	11/20	APCO INTERNATIONAL INC.	422-11-51501-511-000	LICENSING SERV. FEE	450.00
			422-11-51501-511-000	COORDINATE FREQUENCY	210.00
			422-11-51501-511-000	COORDINATE FREQUENCY	210.00
				..... CHECK TOTAL	870.00
153899	11/20	TIME WARNER CABLE	110-01-51102-233-000	11/9-12/8 FIRE DEPAR	839.94
153900	11/20	ARAMARK	110-01-51801-246-000	10/15 MB ENTRANCE MA	102.08
			520-09-50201-246-000	10/15 ENTRANCE MATS	62.46
			110-03-53116-246-000	10/15 WA ENTRANCE MA	37.76
			632-09-50101-246-000	10/15 SE ENTRANCE MA	22.65
				..... CHECK TOTAL	224.95
153901	11/20	WAAO	110-01-50901-264-000	12/7/15 WAAO MTNG	105.00
153902	11/20	WOMEN AND CHILDRENS HORIZONS	288-06-50607-259-000	#5867709 SUBGR AGMT	2,809.00

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153903	11/20	SCHMITT PROTECTIVE SERVICES	110-05-55108-219-000	PIKE RVR-GUARD SERV	252.00
153904	11/20	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	10/15 FD MEDICAL SUP	1,538.24
153905	11/20	FABCO RENTS	405-11-51517-589-831	BAL DUE DREAM PLYGR	490.00
153906	11/20	MIDWEST GRAPHICS SERVICES	110-02-52201-311-000	INDEX MAPS	1,980.00
153907	11/20	GILLIG CORPORATION	520-09-50201-347-000	10/15-BUS PARTS	737.20
			520-09-50201-347-000	10/15-BUS PARTS	573.20
			520-09-50201-347-000	10/15-BUS PARTS	174.40
			520-09-50201-347-000	10/15-BUS PARTS	37.95
				..... CHECK TOTAL	1,522.75
153908	11/20	GESTRA ENGINEERING INC	405-11-51517-589-830	10/15-CONCRETE TESTI	2,769.80
153909	11/20	RIMKUS, JASON	761-09-50101-155-000	10/15 WPS HEALTH	423.37
153910	11/20	BRUCE MUNICIPAL EQUIPMENT	110-03-53103-344-000	BURNER REPAIRS	5,802.84
153911	11/20	AIRGAS NORTH CENTRAL	206-02-52205-389-000	10/15 FD #5 INDUSTRI	76.67
153912	11/20	RED THE UNIFORM TAILOR	110-02-52103-367-000	10/15 PD-UNIFORMS	363.70
			110-02-52103-367-000	10/15 PD-UNIFORMS	359.78
			520-09-50101-367-000	10/15 TD-UNIFORM	208.75
			520-09-50101-367-000	10/15 TD-UNIFORM	141.35
			520-09-50101-367-000	10/15 TD-UNIFORM	108.17
			520-09-50101-367-000	11/15 TD-UNIFORM	69.66
			520-09-50101-367-000	10/15 TD-UNIFORM	69.66
			520-09-50101-367-000	10/15 TD-UNIFORM	59.90
			520-09-50101-367-000	10/15 TD-UNIFORM	49.90
				..... CHECK TOTAL	1,430.87
153913	11/20	CLARK DIETZ, INC	631-09-50101-219-000	10/15 ADD'L ENG SRV	11,151.81
153914	11/20	MEDICAL COLLEGE OF WISCONSIN	110-09-56405-161-000	10/21/15 W/C	72.96
153915	11/20	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	9/3/15 W/C	318.60
153916	11/20	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	10/13/15 W/C	620.31
			110-09-56405-161-000	10/9/15 W/C	504.10
			110-09-56405-161-000	10/6/15 W/C	426.64
			110-09-56405-161-000	10/1/15 W/C	426.64
			110-09-56405-161-000	10/12/15 W/C	397.63
			110-09-56405-161-000	10/14/15 W/C	368.73
				..... CHECK TOTAL	2,744.05

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153917	11/20	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	11/8/15 W/C	734.84
			110-09-56405-161-000	10/26/15 W/C	554.84
			110-09-56405-161-000	10/23/15 W/C	356.37
				..... CHECK TOTAL	1,646.05
153918	11/20	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	9/3/15 W/C	72.80
153919	11/20	ABSOLUTE SOLUTIONS	110-09-56405-161-000	9/8/15 W/C	1,259.64
153920	11/20	WISCONSIN SPECIALTY SURGERY	110-09-56405-161-000	8/12/15 W/C	3,738.41
153921	11/20	QUEST DIAGNOSTIC	110-09-56405-161-000	8/19/15 W/C	52.00
153922	11/20	LGIP-INVESTMENTS CITY	110-00-11301-000-000	NOV SHARED REV	9,506,909.68
153923	11/20	FIREHOUSE PERFORMANCE	110-02-52103-344-000	10/15 PD #3205 TIRES	161.83
153924	11/20	KOHN LAW FIRM S.C.	110-00-21581-000-000	11/20/15 DEDUCTION	23.05
153925	11/20	WDATCP	110-02-52204-323-000	UST/AST TANK CERT	100.00
153926	11/20	HANSON, ANDREW	402-11-51504-586-000	SIDEWALK REPAIR	924.80
153927	11/20	HETZEL, THOMAS G	110-00-45103-000-000	FINE PYMT N638083	58.00
153928	11/20	LINTNER, ANDY	110-00-44107-000-000	APPROACH PERMIT	35.00
153929	11/20	THOMPSON, ALLISON	110-00-21111-000-000	COURT PYMT B083722	12.90
153930	11/20	MALKO, STEVEN	402-11-51504-586-000	SIDEWALK REPAIR	340.00
153931	11/20	PETERSON, ROBERT	110-00-44107-000-000	6726 12 AV PERMIT	115.00
153932	11/20	COX, THEONITA	110-02-52204-263-000	10/25-30 WIS DELLS	150.00
			110-02-52204-341-000	10/25-30 WIS DELLS	66.30
				..... CHECK TOTAL	216.30
153933	11/20	GELICHE, ANTHONY	110-01-51601-261-000	11/5/15 MILWAUKEE	41.40
			110-01-51601-263-000	11/5/15 MILWAUKEE	28.00
			110-01-51601-261-000	11/5/15 MILWAUKEE	8.00
				..... CHECK TOTAL	77.40

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153934	11/20	FINLEY, JANE E.	110-09-56405-161-000	1/20-11/2/15 MILEAGE	278.86
153935	11/20	KRYSTOWIAK, PETER	110-01-50901-264-000 110-01-50901-261-000	11/5/15 APT SUMMIT 11/5/15 MILWAUKEE CHECK TOTAL	198.00 44.28 242.28
153936	11/20	BILLINGSLEY, SHELLY	631-09-50101-263-000	11/4-6 GREEN LAKE	178.00
153937	11/20	ALBRECHT, TREVOR	110-02-52102-341-000	11/5/15 MEMPHIS	139.00
153938	11/20	NICHOLS, DUSTY	110-02-52103-341-000	11/5/15 WIS DELLS	20.00
153939	11/25	AFI DIRECT SERVICE INC	630-09-50101-389-000	10/15 SE HYDRAULIC R	92.16
153940	11/25	ACE HARDWARE	110-01-51801-389-000 110-05-55109-244-000 110-05-55109-361-000 110-03-53109-389-000 205-03-53119-389-000 110-02-52203-382-000 110-03-53107-389-000 110-05-55109-344-000 110-03-53109-361-000	10/15 MB-MERCHANDISE 10/15 PA-MERCHANDISE 10/15 PA-MERCHANDISE 10/15 ST-MERCHANDISE 10/15 ST-MERCHANDISE 10/15 FD-MERCHANDISE 10/15 ST-MERCHANDISE 10/15 PA-MERCHANDISE 10/15 ST-MERCHANDISE CHECK TOTAL	104.11 61.43 25.46 25.46 16.47 13.27 8.97 5.00 3.99 264.16
153941	11/25	BINDELLI CONSTRUCTION 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	11/15 427 54 ST 11/15 1813 22 ST 11/15 6529 49 AVE 11/15 7710 10 AVE 11/15 4627 36 AVE CHECK TOTAL	1,139.46 98.00 72.12 72.12 60.00 1,441.70
153942	11/25	RNOW, INC.	420-11-51501-579-000	2016 REAR LOADER	158,829.00
153943	11/25	VIKING ELECTRIC SUPPLY	110-05-55109-248-000 110-05-55109-248-000 110-03-53109-375-000 110-03-53109-375-000	10/15-PA ELECTRICAL 10/15-PA ELECTRICAL 10/15-ST ELECTRICAL 10/15-ST ELECTRICAL CHECK TOTAL	65.76 57.46 23.11 4.72 151.05

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153944	11/25	BUMPER TO BUMPER	630-09-50101-393-000	10/15-CE PARTS/MATER	462.09
			110-02-52203-361-000	10/15-FD PARTS/MATER	326.94
			520-09-50201-347-000	10/15-TD PARTS/SERVI	228.32
			110-05-55109-344-000	10/15-PA PARTS/MATER	174.08
			520-09-50201-317-000	10/15-TD PARTS/SERVI	146.74
			206-02-52205-344-000	10/15-FD PARTS/MATER	108.99
			632-09-50101-389-000	10/15-SE PARTS/MATER	13.77
				..... CHECK TOTAL	1,460.93
153945	11/25	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	10/15-ST ELECTRICAL	105.70
			110-03-53109-375-000	11/15-ST ELECTRICAL	1.61
				..... CHECK TOTAL	107.31
153946	11/25	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	10/15-CE#2438 PARTS	914.10
			630-09-50101-393-000	10/15-CE#2438 PARTS	690.42
			520-09-50201-249-000	10/15-TD MATERIALS	350.00
			630-09-50101-393-000	10/15-CE#2231 PARTS	62.05
				..... CHECK TOTAL	2,016.57
153947	11/25	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	11/27/15 CITY HRLY	8,552.00
			110-00-21562-000-000	11/27/15 WATER HRLY	3,065.62
			110-00-21562-000-000	11/27/15 MUSEUM HRLY	15.00
				..... CHECK TOTAL	11,632.62
153948	11/25	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	11/27/15 CITY HRLY	15.00
153949	11/25	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	11/15 ANIMAL CONTROL	12,271.98
153950	11/25	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	11/27/15 CITY HRLY	32.00
			110-00-21541-000-000	11/27/15 WATER HRLY	17.00
			110-00-21541-000-000	11/27/15 MUSEUM HRLY	12.00
				..... CHECK TOTAL	61.00
153951	11/25	BADGER TRUCK CENTER	630-09-50101-393-000	10/15 SE #2597 PARTS	98.64
153952	11/25	TRAFFIC & PARKING CONTROL CO	110-03-53109-373-000	SHIM	160.25
			110-03-53109-373-000	SHIM	136.00
			630-09-50101-393-000	10/15 CE PARK SIGNS	113.58
				..... CHECK TOTAL	409.83

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153953	11/25	WIS DEPT OF REVENUE	110-00-21512-000-000	11/01-15/15 DEDUCTS	106,906.35
153954	11/25	WE ENERGIES	110-03-53109-221-000	#44 10/18-11/16	2,775.17
			110-03-53109-221-000	#44 10/16-11/16	1,500.94
			110-03-53109-221-000	#44 10/15-11/15	1,271.84
			110-02-52203-221-000	#44 10/13-11/11	1,025.22
			110-03-53109-221-000	#44 10/13-11/11	1,022.23
			110-03-53109-221-000	#44 10/11-11/09	735.23
			110-05-55109-221-000	#44 10/12-11/10	500.65
			110-03-53109-221-000	#44 09/21-10/20	448.71
			110-05-55109-221-000	#44 10/18-11/16	386.74
			110-03-53103-221-000	#44 10/12-11/10	369.46
			110-05-55109-221-000	#44 10/15-11/15	182.02
			110-05-55102-221-000	#44 10/15-11/13	152.34
			110-03-53109-221-000	#44 10/12-11/10	139.08
			110-05-55102-221-000	#44 10/14-11/12	83.28
			110-02-52203-222-000	#44 10/12-11/10	82.80
			110-05-55109-221-000	#44 10/13-11/11	82.02
			110-05-55109-221-000	#44 10/11-11/09	75.05
			110-05-55109-221-000	#44 10/15-11/13	53.28
			110-05-55109-221-000	#44 10/19-11/17	47.43
			110-02-52203-222-000	#44 10/13-11/11	45.66
			632-09-50101-221-000	#44 10/18-11/16	43.97
			110-03-53109-221-000	#44 10/19-11/17	38.27
			519-09-50106-221-000	#44 10/12-11/10	35.13
			110-05-55109-221-000	#44 10/14-11/12	30.48
			110-05-55109-222-000	#44 10/12-11/10	11.02
				..... CHECK TOTAL	11,138.02
153955	11/25	WE ENERGIES	227-09-50101-221-000	10/8-11/8 KEP #3	344.94
			227-09-50101-221-000	10/8-11/8 KEP #4	85.71
			758-09-51608-259-000	9/29-1/28/15 UTILS	42.36
			217-06-51613-259-000	5869936-UTILITIES	35.35
			758-09-51607-259-000	10/4-11/2/15 UTILS	34.07
			227-09-50101-221-000	9/30-10/29 2599 53	33.96
			227-09-50101-221-000	10/8-11/8 KEP #2	22.48
				..... CHECK TOTAL	598.87
153956	11/25	WIS RETIREMENT SYSTEM	110-00-21625-000-000	10/15 PENSION	425,722.26
			110-00-21622-000-000	10/15 PENSION	289,728.81
			110-02-52203-153-000	10/15 PENSION	7,287.53
			110-00-21521-000-000	10/15 PENSION	5,300.00
				..... CHECK TOTAL	728,038.60

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153957	11/25	STATE OF WISCONSIN	110-00-21901-999-000	10/5 COURT COSTS	17,247.26
			110-00-21911-999-000	10/5 COURT COSTS	10,744.45
			110-00-45104-999-000	10/5 COURT COSTS	3,145.00
				..... CHECK TOTAL	31,136.71
153958	11/25	PAYNE & DOLAN INC.	501-09-50105-355-000	10/15 ASPHALT MATERI	461.25
			110-03-53103-355-000	10/15 ASPHALT MATERI	344.41
				..... CHECK TOTAL	805.66
153959	11/25	WISCONSIN FUEL & HEATING	630-09-50101-391-000	11/15-CE UNLEADED GA	16,030.39
153960	11/25	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	10/15-SWEEPER PARTS/	1,340.00
153961	11/25	BROOKS TRACTOR, INC.	630-09-50101-393-000	10/15 SE #2592 PARTS	1,238.08
			630-09-50101-393-000	10/15 SE #2592 PARTS	392.88
				..... CHECK TOTAL	1,630.96
153962	11/25	CHASE BANK KENOSHA	110-00-21513-000-000	11/20/15 HRLY DEDCT	19,072.13
			110-00-21511-000-000	11/20/15 HRLY DEDCT	10,942.29
			110-00-21612-000-000	11/20/15 HRLY DEDCT	10,907.98
			110-00-21514-000-000	11/20/15 HRLY DEDCT	2,855.09
			110-00-21614-000-000	11/20/15 HRLY DEDCT	2,847.01
				..... CHECK TOTAL	46,624.50
153963	11/25	DWD-UI	110-09-56308-157-000	10/15 UNEMPLOYMENT	4,389.01
			110-00-15601-000-000	10/15 UNEMPLOYMENT	155.48
				..... CHECK TOTAL	4,544.49
153964	11/25	OFFICEMAX	110-05-55101-311-000	08/15 PA #3241 OFFC	131.47
			632-09-50101-311-000	10/15 SE #3290 OFFC	124.96
			110-01-51101-311-000	11/15 FN #3292 OFFC	109.18
			524-05-50101-311-000	08/15 PA #3241 OFFC	104.86
			110-01-51102-311-000	11/15 DP #3293 OFFC	57.65
			524-05-50101-311-000	08/15 PA #3241 OFFC	39.46
			524-05-50101-311-000	08/15 PA #3241 OFFC	16.22
			524-05-50101-311-000	10/15 PA #3241 RETN	12.40CR
			110-05-55101-311-000	10/15 PA #3241 RETN	56.63CR
			110-05-55101-311-000	10/15 PA #3241 RETN	74.84CR
			524-05-50101-311-000	10/15 PA #3241 RETN	92.46CR
				..... CHECK TOTAL	347.47

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153965	11/25	PAT'S SERVICES, INC.	524-05-50101-282-000	10/12-11/2-GOLF CRSE	198.00
153966	11/25	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000 206-02-52205-219-000 110-00-46209-999-000 110-00-46209-999-000	8-10/15 BILLING FEE 7-9/15 COLL. FEE 8-10/15 BILLING FEE 7-9/15 COLL. FEE CHECK TOTAL	41,417.98 6,063.52 1,075.35 297.34 48,854.19
153967	11/25	INTERSPIRO	414-11-51505-574-000 110-02-52203-235-000	BREATHING EQUIP. 10/15-FD SCBA PARTS CHECK TOTAL	142,626.00 154.96 142,780.96
153968	11/25	ACCURATE PRINTING CO., INC.	110-02-52103-311-000	11/15 PD-OT TICKETS	262.00
153969	11/25	T-MOBILE	501-09-50103-226-000	10/8-11/7-WIRELESS C	42.19
153970	11/25	BENDLIN FIRE EQUIPMENT CO.	206-02-52205-344-000	ELECTRONIC Q-SIREN	1,203.87
153971	11/25	MG TRUST COMPANY	761-09-50101-151-000 761-00-21599-000-000	11/15 PIRO/RIMKUS 11/15 PIRO/RIMKUS CHECK TOTAL	247.12 247.12 494.24
153972	11/25	MCMULLEN & PITZ CONSTRUCTION	405-11-51502-587-000 403-11-51510-587-000	FINAL SOUTHPRT SHOR FINAL-SOUTHPRT SHOR CHECK TOTAL	31,649.21 31,649.20 63,298.41
153973	11/25	SOUTHPORT HEATING & COOLING	110-02-52203-246-000	09/15-FD#7 PLUMBING	660.00
153974	11/25	KENOSHA HOUSING AUTHORITY	217-06-51632-259-000	5870938-12/15 RENT	14,893.00
153975	11/25	AECOM TECHNICAL SERVICES INC	227-09-50101-219-000 227-09-50101-219-000	10/10-11/6 GW O & M 6/6-11/6 TRANS PAD CHECK TOTAL	10,456.08 3,309.55 13,765.63
153976	11/25	PACE ANALYTICAL	496-11-50101-219-000	10/21 CS2 LAB SERV	105.00
153977	11/25	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000 110-01-50101-232-000 110-02-52101-232-000 501-09-50101-232-000 631-09-50101-232-000 110-03-53101-232-000 110-02-52201-232-000 110-02-52103-232-000 110-02-52201-232-000 110-01-51301-232-000 110-01-51303-232-000 110-01-51601-232-000 110-01-50301-232-000	11/15 CT-COPIER MNT 10/15 CT-OVERAGES 10/12-11/11 PD-COPIE 11/15 PW-COPIER CHGS 11/15 PW-COPIER CHGS 11/15 PW-COPIER CHGS 11/15 PW-COPIER CHGS 11/15 FD-COPIER MNT 10/12-11/11 PD-SERVI 10/15 FD-OVERAGES 10/15 AD-OVERAGES 11/15 HR-COPIER MNT 11/15 CD-COPIER MNT 10/15 LE-OVERAGES	572.67 296.25 177.32 172.22 172.09 172.09 151.94 129.08 113.39 93.24 66.24 56.24 55.86

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			520-09-50301-232-000	10/15 TD-OVERAGES	50.91
			520-09-50301-232-000	11/15 TD-COPIER MNT	39.37
			110-01-51301-232-000	11/15 AD-COPIER MNT	37.50
			110-05-55101-232-000	11/15 PA-COPIER MNT	36.45
			110-01-50901-232-000	11/15 AS-COPIER MNT	35.00
			501-09-50105-232-000	11/15 ST-COPIER MNT	25.27
			110-01-51303-232-000	10/15 HR-OVERAGES	21.75
			110-01-52001-232-000	11/15 MC-COPIER MNT	21.42
			110-03-53103-232-000	11/15 ST-COPIER MNT	15.49
			521-09-50101-232-000	11/15 AR-COPIER MNT	15.16
			501-09-50105-232-000	10/15 ST-OVERAGES	10.15
			110-01-51601-232-000	10/15 CD-OVERAGES	6.64
			110-01-52001-232-000	10/15 MC-OVERAGES	.70
				..... CHECK TOTAL	2,544.44
153978	11/25	SAM'S CLUB	524-05-50101-397-000	10/15 GO SUPPLIES/ME	66.64
			110-01-50101-311-000	10/15 GC WATER SUPPL	57.60
				..... CHECK TOTAL	124.24
153979	11/25	LAKESIDE INTERNATIONAL TRUCK	630-09-50101-393-000	10/15-CE PARTS/MATER	3,315.97
			206-02-52205-344-000	10/15-FD PARTS/MATER	2,007.11
			520-09-50201-347-000	10/15-TD BUS PARTS/M	911.40
				..... CHECK TOTAL	6,234.48
153980	11/25	CINTAS CORP.	110-01-51801-246-000	10/15 MB-COLL/SHREDD	485.00
			110-02-52203-246-000	10/15 FD-DOC SHRED	35.00
			110-01-51801-246-000	09/15 MB-COLL/SHREDD	10.00
				..... CHECK TOTAL	530.00
153981	11/25	HUMANA CLAIMS	611-09-50101-155-527	11/18 MED CLAIMS	1,382.00
			611-09-50101-155-527	11/05/15 MED CLAIMS	375.82
			611-09-50101-155-527	11/18/15 MED CLAIMS	309.38
			611-09-50101-155-527	11/09/15 MED CLAIMS	239.39
			611-09-50101-155-527	11/06/15 MED CLAIMS	182.27
			611-09-50101-155-527	11/17/15 MED CLAIMS	168.05
			611-09-50101-155-527	11/03/15 MED CLAIMS	142.99
			611-09-50101-155-527	10/15 SUBROG TN FEE	51.49
			611-09-50101-155-527	10/15 ESCHEATS	12.85CR
			611-09-50101-155-527	10/15 VOIDS	836.50CR
			611-09-50101-155-527	10/15 FINCL RECOV	1,742.83CR
				..... CHECK TOTAL	259.21

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153982	11/25	AUTO ZONE INC.	630-09-50101-393-000	11/15 CE #2417 PARTS	107.24
153983	11/25	MID-STATE EQUIPMENT	521-09-50101-344-000	10/15 AR SERVICE/PAR	221.79
153984	11/25	L & S ELECTRIC INC.	110-05-55111-235-000	MOTOR REPAIR	3,582.00
153985	11/25	MALSACK, J	461-11-51501-581-000	10/15 PROPASAL C	1,846.27
			463-11-51402-219-000	10/15 PROPOSAL B	1,076.50
			463-11-51402-219-000	10/15 PROPOSAL D	916.33
			110-09-56501-259-570	11/15 915 47TH ST	431.14
			110-09-56501-259-570	11/15 5129 22ND AVE	293.44
			110-09-56501-259-570	11/15 4513 17TH AVE	278.81
			110-09-56501-259-570	11/15 5210 58TH ST	269.23
			110-09-56501-259-570	11/15 6516 18TH AVE	182.38
			110-09-56501-259-570	11/15 7611 28TH AVE	161.50
			110-09-56501-259-570	11/15 2023 61ST ST	133.00
			110-09-56501-259-570	11/15 434 43RD ST	128.06
			110-09-56501-259-570	11/15 1808 85TH ST	97.71
			110-09-56501-259-570	11/15 6345 27TH AVE	95.76
			110-09-56501-259-570	11/15 2721 63RD ST	45.27
			758-09-51608-259-000	10/15 GRASS 5810 19	36.00
			758-09-51607-259-000	10/15 GRASS-6105 25	36.00
			217-06-51613-259-000	#5854196 10/15 GRAS	36.00
				..... CHECK TOTAL	6,063.40
153986	11/25	WISCONSIN COUNCIL 40	110-00-21553-000-000	11/27/15 CITY HRLY	165.50
153987	11/25	LETTERING MACHINE	110-02-52206-367-000	11/15-FD CLOTHING	290.00
			110-02-52206-367-000	10/15-FD CLOTHING	130.50
				..... CHECK TOTAL	420.50
153988	11/25	JOHNSON BANK	110-00-21532-000-000	11/27/15 CITY HRLY	1,072.38
			110-00-21532-000-000	11/27/15 WATER HRLY	489.62
				..... CHECK TOTAL	1,562.00
153989	11/25	FIFTY STATES DIST.	110-02-52203-259-000	10/15-FD LAUNDRY SER	2,609.18
153990	11/25	ALIA, DUMEZ, DUNN & MCTERNAN	110-09-56402-219-000	MILLER 10/25/03	9,515.00
			110-09-56402-219-000	ARNOLD 7/20/12	363.00
			110-09-56402-219-000	BEAL 3/5/08	88.00
			110-09-56402-219-000	WILSON 5/11/11	44.00
				..... CHECK TOTAL	10,010.00

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153991	11/25	NIELSEN MADSEN & BARBER SC	405-11-51517-589-830	10/15 VELODROME	6,788.52
153992	11/25	APEX PRINT TECHNOLOGIES	110-01-51306-312-000	TAX BILL POSTAGE	12,000.00
153993	11/25	CDW-G	110-02-52201-311-000	AC ADAPTER SLIM	40.65
153994	11/25	WRIGHT EXPRESS FSC	110-03-53109-341-000 110-03-53103-341-000	10/15-ST CNG PURCHAS 10/15-ST CNG PURCHAS CHECK TOTAL	107.72 26.93 134.65
153995	11/25	CHAPTER 13 TRUSTEE	110-00-21581-000-000 110-00-21581-000-000	11/27/15 DEDUCTION 11/27/15 DEDUCTION CHECK TOTAL	104.00 87.00 191.00
153996	11/25	STAPLES	110-02-52103-311-000	10/15 PD MISC OFFICE	247.96
153997	11/25	GLEASON REDI-MIX	403-11-51202-588-000 403-11-51202-588-000 403-11-51202-588-000	11/15-ST CONCRETE MA 10/15-ST CONCRETE MA 10/15-ST CONCRETE MA CHECK TOTAL	920.00 824.50 412.25 2,156.75
153998	11/25	INNOVATIVE FLOORS	217-06-51615-259-000	5869939-CLEANING	175.00
153999	11/25	AMSTON SUPPLY	630-09-50101-393-000	STOP OFFSET 3045	88.62
154000	11/25	MENARDS (KENOSHA)	520-09-50401-249-000 405-11-51517-589-831 520-09-50401-249-000 110-03-53107-389-000 501-09-50105-344-000 217-06-51610-259-000 501-09-50105-344-000 110-05-55109-344-000 110-02-52106-311-000 405-11-51517-589-831 521-09-50101-382-000 110-05-55109-344-000 110-03-53109-375-000 110-03-53109-375-000 632-09-50101-389-000 110-03-53116-246-000	11/15 TD MERCHANDISE 10/15 PW MERCHANDISE 10/15 TD MERCHANDISE 10/15 ST MERCHANDISE 11/15 ST MERCHANDISE 5869937-MATERIALS 10/15 SW MERCHANDISE 10/15 PA MERCHANDISE 10/15 PD MERCHANDISE 10/15 PW MERCHANDISE 10/15 AR MERCHANDISE 10/15 PA MERCHANDISE 10/15 ST MERCHANDISE 10/15 ST MERCHANDISE 10/15 SE MERCHANDISE 11/15 WA MERCHANDISE CHECK TOTAL	361.09 131.25 118.42 62.09 59.95 51.89 48.10 36.38 35.98 25.26 23.29 23.11 18.40 14.97 7.04 5.49 1,022.71

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
154001	11/25	SUTPHEN CORPORATION	110-02-52203-344-000	10/15 PARTS & SERVIC	1,588.72
154002	11/25	DOCTORS OF LANDSCAPING	227-09-50101-249-000	10/9-11/6 GRASS CUTT	6,600.00
154003	11/25	HABITAT FOR HUMANITY	217-06-51618-259-000 235-06-50401-259-000	#5870825 - REQ #2 #5871132 - 15 OPER CHECK TOTAL	6,870.53 4,284.46 11,154.99
154004	11/25	UTC-RAS	520-09-50401-344-000 520-09-50401-344-000	REBUILD WHEELSETS REBUILD WHEELSETS CHECK TOTAL	20,000.00 20,000.00 40,000.00
154005	11/25	WIS SCTF	110-00-21581-000-000	ANNUAL R&D WITHHOLD	291.93
154006	11/25	WIS SCTF	110-00-21581-000-000	11/27/15 HRLY DEDCT	1,247.69
154007	11/25	ALARM DETECTION SYSTEMS INC	758-09-51608-259-000 217-06-51613-259-000 758-09-51607-259-000 758-09-51608-259-000 758-09-51607-259-000 217-06-51613-259-000	12-2 ALARM 5810 19 #5869940 12-2 ALARM 12-2 ALARM 6105 25 9-11 ALARM 5810 19 9-11 ALARM 6105 25 #5869940 9-11 ALARM CHECK TOTAL	123.89 120.88 117.89 29.45 29.45 29.45 451.01
154008	11/25	COPY CENTER	761-09-50101-311-000	COUPONS FOR EVENT	10.70
154009	11/25	KENOSHA COUNTY TREASURER	110-00-21910-999-000 110-00-21901-999-000 110-00-21910-999-000	10/15 FEES COLLECTED 10/15 FEES COLLECTED 10/15 FEES COLLECTED CHECK TOTAL	7,683.49 2,734.33 353.41 10,771.23
154010	11/25	AUTO GLASS SPECIALISTS, INC.	630-09-50101-393-000 630-09-50101-393-000	11/5 #3090 GLASS/REP 11/15 #2476 GLASS/RE CHECK TOTAL	340.00 203.99 543.99
154011	11/25	GRAINGER	110-02-52206-367-000 630-09-50101-393-000	10/15 FD-PARTS/MTRL 10/15 CE #2348 PARTS CHECK TOTAL	38.38 29.88 68.26
154012	11/25	GRAMANN REPORTING	110-09-56402-219-000	10/25/03 J MILLER	108.50

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
154013	11/25	EZ PACK N SHIP ETC, INC	521-09-50101-344-000 110-01-51306-312-000 110-01-51306-312-000 520-09-50106-311-000	10/15 AR-UPS SERVICE 10/15 PD-UPS SERVICE 10/15 FD-UPS SERVICE 10/15 TD-UPS SERVICE CHECK TOTAL	207.95 19.90 15.10 7.25 250.20
154014	11/25	FIRE DEPT SAFETY OFFICERS	110-02-52206-323-000	1 YR MEMBERSHIP	385.00
154015	11/25	FABCO RENTS	110-03-53103-282-000	10/15 ST EQUIPMENT R	406.50
154016	11/25	NICOLET NATURAL SE	761-09-50101-389-000	11/15 WATERCOOLER	7.95
154017	11/25	CLEANCO	633-09-50101-243-000	11/15 JANITOR SERVC	970.25
154018	11/25	LAKESIDE OIL/WORLD FUEL	520-09-50106-341-000	11/15-TD DIESEL FUEL	14,789.35
154019	11/25	HASTINGS AIR ENERGY CONTROL	110-02-52203-246-000	11/15 PLYMVNT REPR	263.95
154020	11/25	RIMKUS, JASON	761-09-50101-111-000 761-00-21514-000-000 761-00-21599-000-000 761-00-21512-000-000 761-00-21511-000-000 761-00-21513-000-000	11-16-30/15 SERVICE 11-16-30/15 SERVICE 11-16-30/15 SERVICE 11-16-30/15 SERVICE 11-16-30/15 SERVICE 11-16-30/15 SERVICE CHECK TOTAL	1,971.70 28.59CR 98.56CR 98.60CR 122.25CR 227.00CR 1,396.70
154021	11/25	PIRO, RALPH	761-09-50101-111-000 761-00-21514-000-000 761-00-21599-000-000 761-00-21512-000-000 761-00-21511-000-000 761-00-21513-000-000	11/16-30/15 SERVICE 11/16-30/15 SERVICE 11/16-30/15 SERVICE 11/16-30/15 SERVICE 11/16-30/15 SERVICE 11/16-30/15 SERVICE CHECK TOTAL	934.78 13.56CR 25.00CR 31.50CR 57.96CR 78.00CR 728.76
154022	11/25	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	10/15-TD COACH PARTS	292.50
154023	11/25	PIEPER ELECTRIC	520-09-50401-246-000	10/15 MAINTENANCE	286.00
154024	11/25	UNITED HEALTHCARE INSURANCE	611-09-50101-155-517 611-09-50101-155-518 611-09-50101-155-519 611-09-50101-155-519 611-09-50101-155-518 611-09-50101-155-517	12/15 PREMIUM 12/15 PREMIUM 12/15 PREMIUM 11/15 ADJUSTMENTS 11/15 ADJUSTMENTS 11/15 ADJUSTMENTS CHECK TOTAL	120,721.20 36,148.50 3,897.60 4.48CR 41.55CR 138.76CR 160,582.51

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
154025	11/25	CHANNING BETE	206-02-52205-369-000	TRAINING ITEMS	8,624.70
154026	11/25	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	10/15/15 W/C	689.77
			110-09-56405-161-000	10/19/15 W/C	476.07
			110-09-56405-161-000	10/21/15 W/C	463.06
			110-09-56405-161-000	10/26/15 W/C	389.74
			110-09-56405-161-000	10/22/15 W/C	389.74
			110-09-56405-161-000	10/15/15 W/C	368.73
				..... CHECK TOTAL	2,777.11
154027	11/25	KOHN LAW FIRM S.C.	110-00-21581-000-000	11/27/15 DEDUCTION	23.05
154028	11/25	KAISER, GREG A	110-00-21111-000-000	COURT PYMT B247062	10.00
154029	11/25	KENOSHA SPORT FISHING	712-00-21982-000-000	KIDS FISH N FUN	402.87
			222-09-50101-259-000	KIDS FISH N FUN	97.13
				..... CHECK TOTAL	500.00
154030	11/25	ALLEN, JANELLE	501-00-21128-000-000	REISSUE CK #152959	3,500.00
154031	11/25	WICKERSHEIM, RACHEL	110-00-21905-000-000	11/8/15 BEACHHOUSE	300.00
154032	11/25	PETERSON, LOIS	110-00-46394-000-000	APPLIANCE STICKER	15.00
154033	11/25	GAHART, CATHERINE	110-00-21905-000-000	11/15/15 BEACHHOUSE	300.00
154034	11/25	NAYDIHOR, HEATHER	110-00-21905-000-000	11/14/15 BEACHHOUSE	100.00
154035	11/25	AGUIRRE, AMY	520-00-47454-000-000	LOT 23 PARKING	45.00
154036	11/25	LAWLER, JACOB & NICOLE	402-11-51504-586-000	SIDEWALK REPAIR	3,060.00
154037	11/25	MILLSAPS, NINA M.	611-09-50102-259-000	PRIZES-TURKEY EXCRS	250.00
154038	11/25	FARCHIONE, DESIREE	110-02-52107-263-000	11/13/15 MADISON	25.00
154039	11/25	ALBRECHT, TREVOR	110-02-52107-263-000	11/05/15 S HAVEN,MS	125.00
154040	11/25	SCHAPER, KATE K.	110-02-52107-263-000	11/13/15 MADISON	25.00

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
154041	11/25	BOSMAN, KEITH	110-01-51301-261-000	PARKING FEE CHICAGO	16.00
154042	11/25	SCHAAL, TIMOTHY	110-02-52103-385-000	NOTEBOOK BATTERY	37.99
154043	11/25	PIE, BRANDIE	110-02-52107-263-000	11/13/15 MADISON	25.00
154044	11/25	SORENSEN, DANIEL	110-02-52103-263-000	11/12/15 WINNEBAGO	12.00
154045	11/25	CEPRESS, JENNIFER	110-02-52103-263-000	11/10/15 WINNEBAGO	12.00
154046	11/25	MCDONOUGH, RYAN	110-02-52103-263-000	11/10/15 WINNEBAGO	12.00
154047	11/30	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000	11/30/15 CITY SAL 11/30/15 WATER SAL 11/30/15 LIBRARY SAL CHECK TOTAL	30,904.23 6,661.00 4,648.50 42,213.73
154048	11/30	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000 110-00-21563-000-000	11/30/15 CITY SAL 11/30/15 WATER SAL CHECK TOTAL	85,022.00 40.00 85,062.00
154049	11/30	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	11/30/15 DEDUCTION	257.49
154050	11/30	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21511-000-000 110-00-21612-000-000 110-00-21614-000-000 110-00-21514-000-000	11/27/15 HRLY DEDCT 11/27/15 HRLY DEDCT 11/27/15 HRLY DEDCT 11/27/15 HRLY DEDCT 11/27/15 HRLY DEDCT CHECK TOTAL	24,109.55 12,632.37 12,632.32 3,249.44 3,249.41 55,873.09
154051	11/30	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21511-000-000 110-00-21612-000-000 110-00-21614-000-000 110-00-21514-000-000	11/30/15 SAL DEDUCT 11/30/15 SAL DEDUCT 11/30/15 SAL DEDUCT 11/30/15 SAL DEDUCT 11/30/15 SAL DEDUCT CHECK TOTAL	203,416.05 76,612.98 76,612.65 24,168.29 24,168.09 404,978.06
154052	11/30	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	11/30/15 SAL DEDUCT	11,302.20
154053	11/30	KPSOA	110-00-21552-000-000	11/30/15 SAL DEDUCT	1,650.00

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
154054	11/30	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	11/30/15 SAL DEDUCT	9,414.88
154055	11/30	PELION BENEFITS, INC.	110-00-21517-000-000	11/16-30/15 DEDUCTS	3,745.27
154056	11/30	JOHNSON BANK	110-00-21532-000-000	11/30/15 CITY SAL	27,181.77
			110-00-21532-000-000	11/30/15 WATER SAL	3,340.25
			110-00-21532-000-000	11/30/15 LIBRARY SAL	1,100.00
				..... CHECK TOTAL	31,622.02
154057	11/30	CHAPTER 13 TRUSTEE	110-00-21581-000-000	11/30/15 DEDUCITON	743.00
			110-00-21581-000-000	11/30/15 DEDUCTION	400.00
				..... CHECK TOTAL	1,143.00
154058	11/30	DOBBERSTEIN LAW FIRM, LLC	110-00-21581-000-000	11/30/15 DEDUCTION	252.14
154059	11/30	WIS SCTF	110-00-21581-000-000	11/30/15 SAL DEDUCT	10,251.73
154060	11/30	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	11/30/15 DEDUCTION	375.00
154061	11/30	SOWDEN, DONNA	110-01-50301-219-000	WITNESS 15-CV-1503	17.04
154062	11/30	SOWDEN, JORDAN	110-01-50301-219-000	WITNESS 15-CV-1503	17.04
154063	11/30	NEPHEW, LOURISSA	110-01-50301-219-000	WITNESS 15-CV-1503	16.92
GRAND TOTAL FOR PERIOD *****					12,528,833.22



To: Eric Haugaard, Chairman,
Public Works Committee

From: Shelly Billingsley, P.E.
City Engineer

A handwritten signature in black ink that reads "Shelly Billingsley".

Date: December 9, 2015

Subject: Acceptance of Right of Way Improvements Hampton Inn

BACKGROUND/ANALYSIS:

The 125th Avenue Hotel LLC and SMMFLP Limited Partnership has completed the improvements per the Development Agreement.

The sidewalk, street light and landscaping improvements in 125th Avenue right of way have been inspected and approved for acceptance by the Department of Public Works – Engineering Division and the WisDOT personnel. The developer has met all requirements for acceptance by the Committee and Common Council.

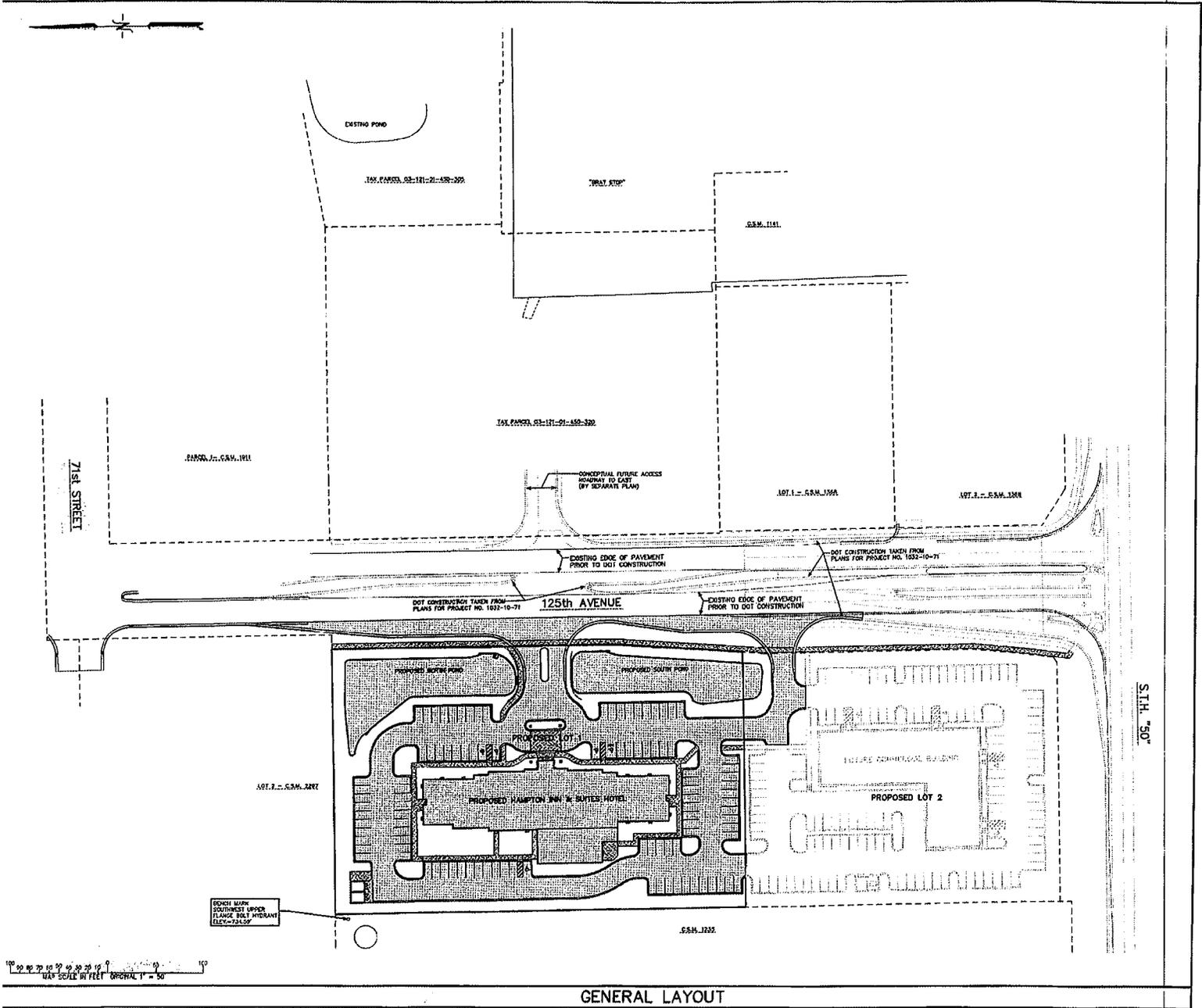
Upon acceptance by the City, the City will be responsible for the operation of the street improvements. Also upon acceptance, the Developer shall guarantee all public improvements for a period of one (1) year.

RECOMMENDATION:

Approve the drainage and street improvements for acceptance.

Attachment: Map

cc: Cathy Austin; Greg Holverson



GENERAL LAYOUT