

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Kenosha Municipal Building, 625 52nd Street
Council Chambers – Room 200
Monday, April 15, 2024
7:00 PM

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held April 1, 2024.
Matters referred to the Committees by the Mayor.
Presentation, Commendations and Awards by the Mayor.
Awards and Commendations from Boards, Commissions, Authorities and Committees.
Presentation by Council President Rocco LaMacchia Sr.

CITIZENS' COMMENTS

A. REFERRALS

TO THE PUBLIC WORKS COMMITTEE

- A.1. Resolution by the Mayor – To Amend Condition #8 of Resolution #140-23 to grant a six-month extension for the recording of a two-lot Certified survey Map for property at 6209 28th Avenue. (JRC Specialty Leasing, LLC) (District 12) (Also refer to CPC)

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

- B.1. Approval of the following applications (per list in supporting documents):
a. 30 - Operator's (Bartender's) license(s).
b. 2 - Temporary Class "B" Beer and/or "Class B" Wine license(s).
c. 1 - Taxi Driver License(s). [Page 1](#)
- B.2. 2024 First Quarter Report Regarding Settlements. (Fin. - recommendation pending)
[Page 2](#)

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSES/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. Applications for new Operator's (Bartender's) Licenses:
a. Alexander King - 30
b. Savannah Torres – 40
(LP – Grant, subject to demerit points – Ayes 4, Noes 0) **HEARING**
[Pages 3-8](#)
- C.2. Application of Krenston Watkins for a new Operator's (Bartender's) License.
(LP - Deny, based on material police record (substantially related to the license activity)
– Ayes 4, Noes 0) **HEARING** [Pages 9-13](#)

- C.3. Application of Rosemary Espinoza for a new Operator’s (Bartender’s) License. (LP - Deny, based on material police record (substantially related to the license activity) – Ayes 4, Noes 0) **HEARING [Pages 14-16](#)**
- C.4. Application of CD Warehouse Corp, for a Daily Public Entertainment License located at 2529 75th Street (Record Store Day), with no adverse recommendations from the Police Department. (District 13) (LP – Approve – Ayes 4, Noes 0) **HEARING [Pages 9-13](#)**
- C.5. Application of AirB ‘n’ Beer LLC for a Yearly Cabaret License located at 621 56th Street (Hold My Beer), with no adverse recommendations from the Police Department. (District 2) (LP – Approve – Ayes 4, Noes 0) **HEARING [Pages 21-24](#)**
- C.6. Application of Laughing Llama LLC for a Yearly Peddler Stand located at 2820 14th Avenue, (Petzke Park - Space 1), with no adverse recommendations from the Police Department. (LP – Approve – Ayes 4, Noes 0) **HEARING [Pages 25-37](#)**
- C.7. Application of Gerber Pub of Kenosha, LLC for an Outdoor Cafe Area located at 719 50th Street (Champions Sports Bar), with no adverse recommendations from the Police Department. (District 2) (LP – Approve – Ayes 4, Noes 0) **HEARING [Pages 38-59](#)**
- C.8. Application of Church and Market 701, LLC for a Permanent Outdoor Extension of the Class “B” Beer/“Class B” Liquor License located at 701 56th Street (Church and Market), with no adverse recommendations from the Police Department. (District 2) (LP – Approve – Ayes 4, Noes 0) **HEARING [Pages 60-71](#)**
- C.9. Renewal applications of PRC, Inc., located at 6425 27th Avenue, (Parise Recycling Center) (2024-2025 Term), with no adverse recommendations from the Police Department:
 - a. Recycling Center Activity License
 - b. Scrap Salvage Collector’s License (District 12)(LP – Approve – Ayes 4, Noes 0) **HEARING [Pages 72-83](#)**
- C.10. Renewal applications for a Scrap Salvage Dealer License (2024-2025 Term), with no adverse recommendations from the Police Department.
 - a. Jantz Auto Sales, Inc (Jantz Auto Sales) 3405 Washington Road. (District 10)
 - b. Jantz Yard 4 Automotive, Inc. (Jantz Yard 4 Auto) 2500 Washington Road.(District 6)
 - c. Schneider’s Auto Sales & Parts, Inc. (Schneider’s Auto Sales and Parts) 8521 Sheridan Road. (District 9) (LP – Approve – Ayes 4, Noes 0) **HEARING [Pages 84-110](#)**
- C.11. Renewal applications for a Parklet Temporary Outdoor Extension, with no adverse recommendations from the Police Department.
 - a. Gordon 25 LLC (Gordon’s Sports Bar and Grill) 5703 6th Avenue. (District 2)
 - b. Kavalauskas LLC (Tavern on 6th) 5712 6th Avenue. (District 2) (LP – Approve – Ayes 4, Noes 0)
 - c. Rustic Ventures LLC (Rustic Road Brewing Company) 5706 6th Avenue. (District 2) (LP – Approve – Ayes 3, Abstain 1 & Noes 0) **HEARING [Pages 111-145](#)**

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1st READING

- E.1. Ordinance by Principal Sponsor Alderperson Jan Michalski; Co-Sponsors: Alderperson Bill Siel, Alderperson Rollin Pizzala and Alderperson Curt Wilson - To Repeal and Recreate Chapter 16 of the Code of General Ordinances. (PW – Approve – Ayes 5, Noes 0) (PSW – Approve – Ayes 4, Noes 0)
[Pages 146-193](#)

F. ZONING ORDINANCES 1st READING

G. ORDINANCES 2nd READING

- G.1. Ordinance by Principal Sponsor Alderperson David Mau; Co-Sponsor: Alderperson Anthony Kennedy - To Amend Section 11.145 (of the Code of General Ordinances for the City of Kenosha) Regarding Drug Paraphernalia. (PSW – Motion to approve failed: Ayes 2, Noes 3) **PUBLIC HEARING**
[Pages 194-195](#)

H. ZONING ORDINANCES 2nd READING

I. RESOLUTIONS

- I.1. Initial Resolution by the Mayor - Authorizing the Borrowing of \$34,910,000.00 to Finance Projects in Tax Incremental Districts and Capital Improvement Projects; Providing for the Issuance of General Obligation Promissory Notes Therefor; and Levying a Tax in Connection Therewith. (Fin. - recommendation pending)
[Pages 196-198](#)
- I.2. Initial Resolution by the Mayor - Authorizing the Borrowing of \$9,665,000.00 to Finance Projects in Tax Incremental Districts; Providing for the Issuance of Taxable General Obligation Promissory Notes Therefor; and Levying a Tax in Connection Therewith. (Fin. - recommendation pending) [Pages 199-200](#)
- I.3. Resolutions by the Committee on Finance – To Levy Special Charges (upon Various Parcels of Property Located in the City Per List on File in the Office of the City Clerk):
- a. Boarding and Securing - \$1,573.27
 - b. Trash and Debris Removal - \$2,613.09
 - c. Property Maintenance Reinspection Fees - \$17,672.00
- (Fin. - recommendation pending) **HEARING** [Pages 201-212](#)
- I.4. Resolution by the Finance Committee - To Levy Special Assessments Against Benefited Property Based Upon Final Construction Costs Respecting Improvements in the Street Right-of-Way for Project 23-1206 Sidewalk & Curb/Gutter Program West. (District 11) (Fin. - recommendation pending) (PW – Approve – Ayes 5, Noes 0)
[Pages 213-214](#)

- I.5. Resolution by the Finance Committee - To Levy Special Assessments Against Benefited Property Based Upon Final Construction Costs Respecting Improvements in the Street Right-of-Way for Project 23-1208 Sidewalk & Curb/Gutter Program South. (District 13) (Fin. - recommendation pending) (PW – Approve – Ayes 5, Noes 0) [Pages 215-216](#)
- I.6. Resolution by the Committee on Public Works - Preliminary Resolution Declaring Intent to Levy Assessments for Sidewalks and/or Driveway Approaches for Project 24-1040 61st Street and 44th Court Resurfacing (61st Street - 51st Avenue to 50th Avenue and 44th Court - 50th Street to Pershing Blvd). (District 15) (PW – Approve - Ayes 5, Noes 0) [Pages 217-218](#)
- I.7. Resolution by the Committee on Public Works - Preliminary Resolution Declaring Intent to Levy Assessments for Sidewalks and/or Driveway Approaches for Project 24-1042 55th Street Resurfacing (55th Street - Green Bay Rd (STH 31) to 58th Avenue). (District 15) (PW – Approve - Ayes 5, Noes 0) [Pages 219-220](#)
- I.8. Resolution by the Committee on Public Works - To Vacate an Alley east of 7th Avenue between 54th and 55th Street. (JV Enterprises, LLC / Siel) (District 2) (PW - Approve - Ayes 4, Noes 1) (CP - Approve - Ayes 8, Noes 0) **PUBLIC HEARING** [Pages 221-229](#)
- I.9. Resolution by Principal Sponsor Alderperson David Mau; Co-Sponsor: Alderperson Kennedy - Amendment to City of Kenosha Bond Schedule for City of Kenosha Municipal Court Approved by Common Council Resolution No. 6-14 Dated January 8, 2014. (PSW – Deny - Ayes 5, Noes 0) (*Deferred from Common Council on April 1, 2024*) [Pages 230-232](#)
- I.10. Resolution by Principal Sponsor Alderperson Brandi Ferree - To Recognize April 22, 2024 As Earth Day. [Pages 233-234](#)
- I.11. Resolution by Principal Sponsor Alderperson Jack Rose - To Declare The Month of May 2024, “Kenosha Mental Health Awareness Month”. [Pages 235-236](#)
- I.12. Resolution by Principal Sponsors Alderperson Holly Kangas and Alderperson Anthony Kennedy; Co-Sponsors: Alderperson Bill Siel, Alderperson Jack Rose and Alderperson Eric Haugaard - To Express Appreciation to Mayor John Martin Antaramian For His Years of Service to the City of Kenosha. [Pages 237-239](#)
- I.13. Resolution by the Mayor – Approving Amendment to the Project Plan for Tax Incremental District #27, (City of Kenosha, Wisconsin), and submitting the Amendment to the Common Council for approval. (Downtown Vision) (District 2) (Fin. - recommendation pending) (CP - Approve - Ayes 8, Noes 0) **PUBLIC HEARING** [Pages 240-274](#)
- I.14. Resolution by the Mayor – To Approve a two-lot Certified Survey Map for property located at 3315 80th Street. (North Shore Bank) (District 14) (PW - Approve - Ayes 5, Noes 0) (CP - Approve - Ayes 8, Noes 0) [Pages 275-285](#)

- I.15. Resolution by the Mayor – To Transfer Funds within Established Primary Uses Regarding the City of Kenosha, Wisconsin’s Allotment of Local Fiscal Recovery Funds through the American Rescue Plan Act (ARPA) and accumulated ARPA Interest. (Fin. - recommendation pending) [Pages 286-288](#)
- I.16. Resolution by the Mayor - Finding a Public Purpose in the Sale of The Alford Building. (Fin. - recommendation pending) [Pages 289-293](#)

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

- J.1. Appointment of Kyah Jernagan (1010 73rd Street, Kenosha), to the Mayor’s Youth Commission to fill a vacant term to expire on October 31, 2024. [Page 294](#)
- J.2. Appointment of Terrell Franklin (9439 68th Street, Kenosha), to the Mayor’s Youth Commission to fill a vacant term to expire on October 31, 2025. [Page 295](#)
- J.3. Extension of Amy Lynn Lonergan (1709 22nd Street, Kenosha), term not to exceed 6 months to the Board of Housing Appeals and Zoning Board of Appeals, which expires October 15, 2024. [Page 296](#)

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

- K.1. Change Order 1 for Project 22-1424 Southport Beach House, Phase 4 Interior Renovations (7835 3rd Avenue). (District 3) (Fin. - recommendation pending) (PW – recommendation pending) (Parks – Approve – Ayes 4, Noes 0) [Pages 297-305](#)
- K.2. Change Order 1 for Project 23-1424 Southport Beach House, Phase 5 Exterior Renovations (7835 3rd Avenue). (District 3) (Fin. - recommendation pending) (PW – recommendation pending) (Parks – Approve – Ayes 4, Noes 0) [Pages 306-311](#)

L. OTHER CONTRACTS AND AGREEMENTS

- L.1. Transportation Project Plat No. 30-241-001 (Amendment 3) for Right-of-Way Acquisition Associated with Project 23-1021 60th Street Reconstruction (50th Avenue to 55th Avenue) Segment 6 project. (District 11 & 15) (PW – Approve - Ayes 5, Noes 0) [Pages 312-314](#)
- L.2. Agreement between the City and Great Lakes Yacht Sales, Inc. for use of the Simmons Island Marina. (Parks – Approve - Ayes 4, Noes 0) [Pages 315-345](#)
- L.3. Recommendation to sell 16.15 Acres of City owned property, (Parcel #07-222-23-450-002) located at the southeast corner of 27th Street and 47th Avenue to Berkshire Hathaway Home Services and/or its Assigns. (Fin. - recommendation pending) [Pages 346-361](#)
- L.4. Recommendation to sell 0.8 Acres of City owned property, (Parcel #02-122-02-410-001) located at 6702 39th Avenue to Berkshire Hathaway Home Services and/or Assigns. (Fin. - recommendation pending) [Pages 362-377](#)

- L.5. New Residential Offer to Purchase Property at 2217 56th Street by the City of Kenosha from Moore & Associates, Inc. (District 7) (Fin. - recommendation pending)
[Pages 378-392](#)
- L.6. Option to Purchase by and between the City of Kenosha and Public Food Markets, Inc. for the Alford Building Project. (Fin. - recommendation pending) [Pages 393-396](#)
- L.7. Tower Space License Agreement and Memorandum of Understanding between the City of Kenosha Police Department and Kenosha Cellular Telephone LLC. (8730 22nd Avenue). (Fin. - recommendation pending) [Pages 397-416](#)
- L.8. Professional Service Agreement between Lanette Altenbach and the City of Kenosha for as needed Environmental Services. (Fin. - recommendation pending)
[Pages 417-425](#)

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- M.1. Request to Rescind a Special Charge for Trash and Debris Removal in the Amount of \$275.00 for 5603 31st Avenue (Parcel #09-222-36-376-002 - Carole & Jesse Jasso; Amends Resolution 40-24 passed March 18, 2024). (Fin. - recommendation pending)
HEARING [Pages 426-449](#)
- M.2. Disbursement Record #6 - \$16,115,691.29. (Fin. - recommendation pending)
[Pages 450-463](#)

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- N.1. Acceptance of Project 22-1029 22nd Avenue Reconstruction Phase 5 (22nd Avenue - 81st Street to 85th Street) which has been satisfactorily completed by A.W. Oakes & Son, Inc. (Racine, WI). The final amount of the contract is \$2,377,900.51. (District 13) (PW – Approve – Ayes 5, Noes 0) (SWU – Approve – Ayes 5, Noes 0) [Page 464](#)
- N.2. Acceptance of Project 24-1202 Tree Removal for 2024 Sidewalk Program (Various Locations) which has been satisfactorily completed by Homer Tree Service, Inc. (Lockport, IL). The final amount of the contract is \$40,729.00. (Districts 3, 5, 6, 7, 8, 10, 11, 12, 13 & 15) (PW – Approve – Ayes 5, Noes 0) [Page 465](#)

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

City Hall is handicapped accessible. If you have other special needs, please contact the City Clerk's Office at 262-653-4020 by Noon before this meeting.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS**

April 1, 2024

John M. Antaramian, Mayor

Michelle L. Nelson, City Clerk-Treasurer

KENOSHA MUNICIPAL BUILDING
COUNCIL CHAMBERS ROOM 200

At a meeting of the Common Council held this evening, His Honor, Mayor John M. Antaramian presided. Alderperson LaMacchia was seated as Council President. The meeting was called to order at 7:01 pm.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Siel, Michalski, Kangas, LaMacchia, Ferree, MacKay, Mau, Rosenberg, Kennedy, Pizzala, Dyson, Wilson, Prozanski, Rose, Ruffalo and Bogdala.

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

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

It was moved by Alderperson Kangas, seconded by Alderperson Dyson, to approve of the minutes of the meeting held March 18, 2024. On a voice vote, motion carried.

Alderperson Jack Rose presented the 1st Quarter Kenosha Hometown Hero Award to Gary Beltoya. At 7:09 pm, it was moved by Alderperson Michalski, seconded by Alderperson Kangas, to take a five minute recess. On a voice vote, motion carried. At 7:16 pm, the meeting reconvened.

No citizens spoke during Citizens Comments.

A. REFERRALS

TO THE COMMITTEE ON FINANCE

A.1. Resolution by the City Plan Commission - Resolution to Adopt a Project Plan Amendment for Tax Incremental District #27, City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes. (Downtown Vision) (District 2) (Also referred to CPC)

TO THE PUBLIC WORKS COMMITTEE

A.2. Resolution by Committee on Public Works - To Vacate a Portion of a Street at 28th Avenue and Lincoln Road. (Leiting/Wilson) (District 13) (Also referred to CPC)

A.3. Resolution by the Mayor - To Approve a two-lot Certified Survey Map for property located at 3315 80th Street. (North Shore Bank) (District 14) (Also referred to CPC)

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

B.1. It was moved by Alderperson Wilson, seconded by Alderperson Kangas, to approve the following applications (per list in supporting documents):

- a. 16 - Operator's (Bartender's) license(s).
- b. 3 - Temporary Class "B" Beer and/or "Class B" Wine license(s).
- c. 4 - Amusement & Recreation Supervisor's license(s).

On a voice vote, motion carried.

B.2. It was moved by Alderperson LaMacchia, seconded by Alderperson Haugaard, to approve Conditional Use Permit for a Tattoo Establishment located at 2002 52nd Street. (Salon Suites Tattoo-Final Hearing) (District 7)

On a voice vote, motion carried.

B.3. It was moved by Alderperson Siel, seconded by Alderperson Ruffalo, to approve Conditional Use Permit for a plastics manufacturer located at 7517 60th Street. (Schuetz Containers - Initial Hearing to establish the Conditions of Approval and schedule a public hearing) (District 16)

On a voice vote, motion carried.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSES/PERMITS

It was moved by Alderperson Wilson, seconded by Alderperson Dyson, to concur with the recommendation of the Licenses/Permits Committee on Items C.1. - C.10. after being read and hearing held. Tina LaVelle spoke on Item C.3. and Sarahi Guzman Alvarez appeared for Items C.9.a. and C.10.

C.1. Applications for new Operator's (Bartender's) Licenses:

- a. Franciso Loyola - 85
- b. Lucas Unze - 50

(LP – Grant, subject to demerit points – Ayes 5, Noes 0)

C.2. Application of Sydney Bennett for a new Operator's (Bartender's) License. (LP – Deny, due to incomplete application – Ayes 4, Noes 0)

C.3. Application of Tina LaVelle for a new Operator's (Bartender's) License. (LP – Grant, subject to 85 demerit points – Ayes 5, Noes 0)

C.4. Application of El Sarape Mexican Restaurant and Grill LLC, (dba El Sarape Mexican Restaurant and Grill) for a new Yearly Peddler Stand located at 5001 4th Avenue (Simmons Island Park), with no adverse recommendations from the Police Department. (District 1)

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
April 1, 2024**

John M. Antaramian, Mayor

Michelle L. Nelson, City Clerk-Treasurer

(LP – Approve – Ayes 5, Noes 0)

C.5. Application of The Interstate Lone Wolf LLC, for a Yearly Cabaret License located at 6611 120th Avenue (Uncle Mike’s Highway Pub), with no adverse recommendations from the Police Department. (District 16) (LP – Approve – Ayes 4, Noes 0)

C.6. Application of Kenosha Beach House LLC, (Meryl Strichartz, Agent), for a new Class “B” Beer License located at 5001 Simmons Island Road (The Beach House on Simmons Island), upon surrender of a similar license from Lakeshore Pedal Tours LLC to be effective April 2, 2024, with no adverse recommendations from the Police Department. (District 2) (LP – Approve – Ayes 4, Noes 0)

C.7. Application of Oriental Inn Kenosha LLC, (Kenneth Miller, Agent), for a new Class “B” Beer/“Class B” Liquor License located at 5030 6th Avenue (Yee’s Oriental Inn), upon surrender of a similar license from Yee’s Oriental Inn Inc. to be effective April 29, 2024, with no adverse recommendations from the Police Department. (District 2) (LP – Approve – Ayes 4, Noes 0)

C.8. Application of Family Dollar Stores of Wisconsin, LLC, (Priscilla Santos, Agent), for a new Class “A” Beer/“Class A” Liquor License located at 6100 22nd Avenue (Family Dollar #21761), to be effective April 2, 2024, with no adverse recommendations from the Police Department. (District 12) (LP – Deny, pursuant to Sections 10.03.C.4.b., c., d., e., f., and g. of the Code of General Ordinances – Ayes 4, Noes 0)

C.9. Consider 2 Applications for a Class “B” Beer License (only one (1) license is available):

a. Application of La Esquina Bar and Grill LLC, (Sarahi Guzman Alvarez, Agent), for a new Class “B” Beer/“Class C” Wine License located at 1400 52nd Street (La Esquina Bar and Grill), to be effective April 2, 2024. (District 7) Submitted March 1, 2024.

(LP – Grant, subject to 30 demerit points – Ayes 3, Noes 2)

b. Application of Kelly MacKay, for a new Class “B” Beer License located at 5029 6th Avenue (The White Lilac), to be effective April 2, 2024, with no adverse recommendations from the Police Department. (District 2) Submitted March 6, 2024. (LP – Deny, based on lack of licenses available – Ayes 4, Noes 0)

C.10. Application of La Esquina Bar and Grill LLC, for a Probationary Cabaret License located at 1400 52nd Street (La Esquina Bar and Grill), with no adverse recommendations from the Police Department. (District 7) (LP – Approve – Ayes 3, Noes 2)

On a voice vote, motion carried; with Alderpersons LaMacchia and Ruffalo voting nay on Items C.9. and C.10. and Alderperson MacKay abstaining from Item C.9.

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1st READING

It was moved by Alderperson Mau, seconded by Alderperson Rosenberg, to send the following Ordinance on its way:

E.1. Ordinance by Principal Sponsor Alderperson David Mau; Co-Sponsor: Alderperson Anthony Kennedy - To Amend Section 11.145 (of the Code of General Ordinances for the City of Kenosha) Regarding Drug Paraphernalia.

On a voice vote, motion carried, with Alderperson Ruffalo voting nay.

F. ZONING ORDINANCES 1st READING

G. ORDINANCES 2nd READING

G.1. It was moved by Alderperson LaMacchia, seconded by Alderperson Kangas, to adopt Ordinance 13-24 after being read and public hearing held. No one spoke. On roll call vote, motion carried unanimously and said ordinance was thereupon adopted.

Ordinance 13-24

By the Mayor – To Repeal and Recreate Subparagraph 1.01.D.1.e. (of the Code of General Ordinances) Regarding the 5th Aldermanic District for the purpose of adding Ward 85.

Approved: John M. Antaramian, Mayor

Attest: Michelle L. Nelson, City Clerk-Treasurer

Passed: April 1, 2024

Published: April 5, 2024

H. ZONING ORDINANCES 2nd READING

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

It was moved by Alderperson LaMacchia, seconded by Alderperson Kangas, to adopt Ordinances 14-24 and 15-24 after being read and public hearing held. No one spoke. On roll call vote, motion carried unanimously and said ordinances were thereupon adopted.

H.1.

Zoning Ordinance 14-24

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, 3303 18th Street, (Parcel No. 80-4-222-242-0231, Town of Somers). (Jesus Gutierrez Fragoso and Ignacia J. Romani Soto, Property Owners) (District 5)

Approved: John M. Antaramian, Mayor

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
April 1, 2024**

John M. Antaramian, Mayor

Michelle L. Nelson, City Clerk-Treasurer

Attest: Michelle L. Nelson, City Clerk-Treasurer

Passed: April 1, 2024

Published: April 5, 2024

H.2. **Zoning Ordinance 15-24**

By the City Plan Commission - To Rezone the Property at 3303 18th Street (Parcel No. 80-4-222-242-0231), from A-2 Agricultural Land Holding District to RS-1 Single Family Residential District (in Conformance with Section 10.02 of the Zoning Ordinance). (Jesus Gutierrez Fragoso and Ignacia J. Romani Soto) (District 5)

Approved: John M. Antaramian, Mayor

Attest: Michelle L. Nelson, City Clerk-Treasurer

Passed: April 1, 2024

Published: April 5, 2024

It was moved by Alderperson Bogdala, seconded by Alderperson LaMacchia, to adopt Ordinances 16-24 and 17-24 after being read and public hearing held. No one spoke. On roll call vote, motion carried unanimously and said ordinances were thereupon adopted.

H.3. **Rezoning Ordinance 16-24**

By the Mayor - To Rezone the Property at 5525 8th Avenue and 5506 7th Avenue, (Parcel Nos. 12-223-31-405-002 and 12-223-31-405-001), from B-3 Central Business District to B-5 Downtown Mixed Use District (in Conformance with Section 10.02 of the Zoning Ordinance). (Kenosha Downtown Block I, LLC) (District 2)

Approved: John M. Antaramian, Mayor

Attest: Michelle L. Nelson, City Clerk-Treasurer

Passed: April 1, 2024

Published: April 5, 2024

H.4. **Rezoning Ordinance 17-24**

By the City Plan Commission - To Rezone the Property at 5403 7th Avenue, 5413 7th Avenue, 610 55th Street, 616 55th Street, 618 55th Street, and 620 55th Street, (Parcel Nos. 12-223-31-402-003, 12-223-31-404-001, 12-223-31-404-007, 12-223-31-404-006, 12-223-31-404-005, 12-223-31-404-004, 12-223-31-404-003), from B-3 Central Business District and IP Institutional Park District to B-5 Downtown Mixed Use District (in Conformance with Section 10.02 of the Zoning Ordinance). (JV Enterprises, LLC / City of Kenosha) (District 2)

Approved: John M. Antaramian, Mayor

Attest: Michelle L. Nelson, City Clerk-Treasurer

Passed: April 1, 2024

Published: April 5, 2024

I. RESOLUTIONS

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

It was moved by Alderperson Bogdala, seconded by Alderperson LaMacchia, to approve Resolutions 45-24 through 47-24 after being read and any necessary hearings held. No one spoke. On roll call vote, motion carried unanimously and said resolutions was thereupon approved:

I.1. **Resolution 45-24**

By the Finance Committee – Authorizing the Issuance of Tax Increment Project Revenue Bond of the City of Kenosha, Wisconsin (Tax Incremental District No. 26)

Adopted: April 1, 2024

I.2. **Resolution 46-24**

By the Finance Committee - To Correct Resolution 131-23 for Project 22-1042 89th Street & 43rd Avenue Resurfacing (8738 43rd Avenue). (District 14)

Adopted: April 1, 2024

I.3. **Resolution 47-24**

By the Finance Committee - To Correct Resolution 132-23 for Project 22-1043 16th Street & 34th Avenue Resurfacing (1620 34th Avenue). (District 4)

Adopted: April 1, 2024

I.4. It was moved by Alderperson Mau, seconded by Alderperson Kennedy, to defer to next meeting Resolution by Principal Sponsor Alderperson David Mau; Co-Sponsor: Alderperson Kennedy - Amendment to City of Kenosha Bond Schedule for City of Kenosha Municipal Court Approved by Common Council Resolution No. 6-14 Dated January 8, 2014.

On a voice vote, motion carried.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
April 1, 2024**

John M. Antaramian, Mayor

Michelle L. Nelson, City Clerk-Treasurer

It was moved by Alderperson Bogdala, seconded by Alderperson Dyson, to approve Resolutions 48-24 through 50-24 after being read. On roll call vote, motion carried unanimously and said resolutions was thereupon approved:

I.5. **Resolution 48-24**

By the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of 3303 18th Street, (Parcel No. 80-4-222-242-0231 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 Wisconsin Statutes). (Jesus Gutierrez Fragoso and Ignacia J. Romani Soto, Property Owners) (District 5)

Adopted: April 1, 2024

I.6. **Resolution 49-24**

By the Mayor - To Approve a 2023-2025 Across-the-Board Wage Increase and other Benefit Modifications for Fire Administration.

Adopted: April 1, 2024

I.7. **Resolution 50-24**

By the Mayor - To Approve a Successor Labor Agreement for 2023 - 2025 Between the City of Kenosha and the Kenosha Professional Firefighters, Local 414.

Adopted: April 1, 2024

I.8. It was moved by Alderperson Michalski, seconded by Alderperson Siel, to approve Resolution 51-24. Alderpersons Dyson, Prozanski, Lamacchia and Rosenberg all requested to be added as co-sponsors. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 51-24

By Principal Sponsor Alderperson Curt Wilson; Co-Sponsors: Alderperson Dominic Ruffalo, Alderperson Jan Michalski, Alderperson Brandi Ferree, Alderperson Holly Kangas, Alderperson Jack Rose, Alderperson Rollin Pizzala, Alderperson Kelly Mackay - To Declare The Month of April 2024, "Kenosha Autism Awareness Month".

Adopted: April 1, 2024

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

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

K.1. Award of Contract for Project 18-1128 Multi-Plate Storm Sewer Improvements (5120 8th Avenue and 52nd Street & 6th Avenue) to Super Excavators Inc. (Menomonee Falls, WI) in the amount of \$6,114,600.00.

K.2. Award of Contract for Project 24-1025 16th Avenue New Road Construction (16th Avenue - 60th Street to 63rd Street) to A.W. Oakes & Son, Inc. (Racine, WI) in the amount of \$1,134,900.00. (District 3)

K.3. Award of Contract for Project 24-1416 Tree Removal (Citywide Locations) to Homer Tree Service, Inc. (Lockport, IL) in the amount of \$196,000.00. (All Districts)

On roll call vote, motion carried unanimously.

L. OTHER CONTRACTS AND AGREEMENTS

It was moved by Alderperson Rose, seconded by Alderperson Michalski, to approve Items L.1. through L.4.:

L.1. Distribution Easement Underground between the City of Kenosha and Wisconsin Electric Power Company (dba WE Energies) at 5608 10th Avenue (Parcel 12-223-31-453-008). (District 2)

L.2. Professional Services Agreement with Ruckert Mielke for Construction Services for Project 18-1128 Multi-Plate Storm Sewer Improvements.

L.3. Distribution Easement Underground between the City of Kenosha, Wisconsin and WE Energies.

L.4. Contract to Remove and Dispose of Asbestos Containing Material and Universal Waste, Raze Structures and Restore Lot at 6028 16th Avenue, between the City of Kenosha and Macemon and Sons Inc. (Project #03-24) (District 3)

On roll call vote, motion carried unanimously.

L.5. It was moved by Alderperson Prozanski, seconded by Alderperson Wilson, to approve Intergovernmental Agreement on Transfer of Three Parcels By County of Kenosha, Wisconsin and City of Kenosha, Wisconsin (Hillside Hardware 4615 52nd Street).

On roll call vote, motion carried (16-1), with Alderperson Mau voting nay.

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

M.1. It was moved by Alderperson Rose, seconded by Alderperson Michalski, to approve Disbursement Record #5 - \$9,884,314.02.

On roll call vote, motion carried unanimously.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
April 1, 2024**

John M. Antaramian, Mayor

Michelle L. Nelson, City Clerk-Treasurer

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

O. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

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

ADJOURNMENT

At 7:56 pm, there being no further business to come before the Common Council, it was moved by Alderperson Kangas, seconded by Alderperson LaMacchia, to adjourn. On a voice vote, motion carried

Approved:

JOHN M. ANTARAMIAN
MAYOR

Attest:

MICHELLE L. NELSON
CITY CLERK-TREASURER

B.1. April 15, 2024				
NO ADVERSE RECOMMENDATIONS FROM THE P.D.				
a. BARTENDERS				
	Angel	Ali	Renewal	
1	Sandeep	Aremanda	No	
2	Evan	Braun	No	
3	Jessica	Britz	No	
4	Daniel	Brockman	No	
5	Martha	Christofferson	No	
6	Dominga	Cruz	No	
7	Allen	Debra	No	
8	Jack	Exchbach	No	
9	Payton	Flores	No	
10	Caitlyn	Herman	No	
11	Lawrence	Hollen	No	
12	Debra	Jacobson	No	
13	Robert	Johannes	No	
14	Heidi	Jones	No	
15	Rebecca	Jones	No	
16	Ashley	Kordus	No	
17	Katie	Kruckenberg	No	
18	Peyton	Kuryanowicz	No	
19	First Name	Last Name	Yes	
20	Paul	Loewen	Yes	
21	Evan	Matel	Yes	
22	Wendy	Matzur	Yes	
23	Ruth Paphela	Raj	Yes	
24	Alyssa	Rasch	Yes	
25	Yuvraj	Sekhon	Yes	
26	Varinder	Singh	Yes	
27	Jeanna	Smtih	Yes	
28	Brianna	Thompson	Yes	
29	Katie	Thompson	Yes	
30	Gloria	Velasquez	Yes	
TOTAL =		30		
b. TEMPORARY CLASS "B" BEER				
	Event Date	Organization Name	Location of Event	Event
1	05/18/2024	Kenosha Area Soccer League	87th Place and 26th Avenue	KASL Biergarten
2	04/19/2024	Kenosha Blue Line Hockey Club	7727 60th Avenue	Kenosha Komets Alumni Game
TOTAL =		2		
c. TAXI DRIVERS				
	First Name	Last Name	Address	Business Name
1	Jeffery	Smith	2117 57th Street	Journey Cab Co.
TOTAL =		1		

2024 First Quarter Report Regarding Settlements (January 1, 2024 - March 31, 2024)

Claimant	Date of Claim	Claim Type	Description	Date Resolved	Amount Paid
Clerkin, Sinclair, & Mahfouz LLP	December 7, 2023	Vehicle Damage	KFD truck struck and damaged client's parked vehicle.	January 24, 2024	\$1,788.09
Progressive Insurance (Gary Stone)*	November 21, 2023	Vehicle Damage	Waste truck struck and damaged insured's vehicle.	Febraury 12, 2024	\$5,031.90
Dejaun Vaughn	January 6, 2024	Vehicle Damage	KPD squad struck and damaged parked vehicle	March 6, 2024	\$1,627.57

*Claim approved by the Common Council on Febraury 5, 2024

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Address of Applicant	Driver's License Status
3/22/2024	Alexander King	5618 46th Avenue	Valid
License Number	New or Renewal	Business (where license is to be used)	Business Address
241040	N		

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
9/19/2020	CARRYING A CONCEALED WEAPON	GUILTY	N	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	10	
Were all offenses listed on the application?	N20	
TOTAL DEMERIT POINTS	30	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="30"/> 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



OFFICE USE ONLY	
DATE FILED:	03/22/2024
INITIALS:	AKL
LICENSE #:	N241040
MUNI FINES DUE:	Yes No
Provisional Issued:	Yes <input checked="" type="radio"/> No
<input checked="" type="checkbox"/> Beverage Course Completed	
<input type="checkbox"/> HOLD for Beverage Course	
ADVERSE:	Yes No
LP:	CC:
LETTER:	

BARTENDER (OPERATOR)

CLK217 (rev. 1/20)

CITY ORDINANCE 10.02 (repealed & recreated 11/04/19)

Fee: \$ 100.00 New Renewal

Expires: June 30, 2025

Last Name: King First Name: Alexander MI: J
(NOTE: Name Must Appear Exactly As It Appears On Driver's License Or State ID)

Date of Birth: [REDACTED] Driver's License or State ID Number: WI [REDACTED]
STATE NUMBER

Home Address: 5618 46th ave Kenosha WI 53144
STREET CITY STATE ZIP

Phone: 262-771-4811 Email: alex.king5525@gmail.com
(If Provided, Correspondence Will Be Sent Via Email)

City of Kenosha Business Where License Will Be Used: _____ Unsure

Please read the following and attest below that you have read and understand:

- This License may be used only in the City of Kenosha. The application process takes 2 to 4 weeks.
- If this application is incomplete, or contains statements or information which is false, and/or incorrect, additional demerit points may be assessed against the license.
- If this application requires review due to your police record (example: arrests, citations, etc.), you will be notified via email or mail to attend a Licenses/Permits Committee meeting, where the Committee will review your application and make a recommendation to the Common Council on whether to grant your license.
- Your license must be granted by the Common Council. If your application requires review by the Licenses/Permits Committee it is recommended that you attend the Common Council meeting. (To find out which meeting to attend, call or email the Clerk's office 7 business days after submitting your application.)
- Before the license can be issued, the beverage server course must be completed and all past due municipal court fines must be paid. Visit <https://www.revenue.wi.gov/Pages/Training/alcSellerServer.aspx> for a list of acceptable courses.
- The Operator's License permits an individual to serve/sell alcoholic beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A", and/or "Class C" License in the City of Kenosha, WI. Applicant is responsible for knowing and abiding by the contents of Chapter 125 of the Wisconsin Statutes and Chapter 10 of the City of Kenosha Code of General Ordinances and acknowledges that the license may be suspended, revoked, or not renewed, and/or the applicant may be subject to a civil forfeiture for non-compliance therewith.

I have read and understand the above statements. Yes AK
INITIAL

Last Name King First Name Alexander MI J

RECORD CHECK: Visit <http://www.kenoshajs.org/public-records/> if you need copies of records. If you have doubt as to whether to include certain information it is recommended that you do. If you are unsure, check with the clerk. Do not attach copies of records. **THE INFORMATION BELOW WILL BE VERIFIED.**

1. Have you ever received any **tickets** or been charged with any **traffic violations, ordinance violations, misdemeanors or felonies** in any state? Yes No If yes, provide: Charge, State, Date, Result (Include pending charges.) Example:

CHARGE	STATE	DATE	RESULT
Theft	Florida	5/22/2014	Dismissed
Speeding	Wisconsin	2/10/2016	Paid Fine
DUI	Wisconsin	2/10/2016	Pending

CHARGE	STATE	DATE	RESULT
Speeding on Freeway	WI	11-24-23	Pending
Fail to wear seatbelt	WI	06-20-23	Paid Fine
Operating motor vehicle w/out insurance	WI	08-26-23	Paid fine
Speeding in 55 MPH Zone	WI	03-01-2021	Paid fine
Unsafe lane deviation	WI	08-14-2020	Paid fine
Fail to wear seatbelt	WI	01-25-2019	Paid fine
No insurance	WI	09-19-2020	Paid fine
Imprudent Speed	WI	09-19-2020	Paid fine

2. Have you ever had your **driver's license suspended or revoked** in any state? Yes No If yes, provide: Charge, State, Date

CHARGE	STATE	DATE
Failure to pay forfeiture	WI	05-24-2021
Driver record	WI	04-08-2021

3. Have you ever served or been sentenced to serve time in **jail or prison** in any state? Yes No If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state? Yes No If yes, provide: Charge, State, Date, Result (Include pending charges.)

CHARGE	STATE	DATE	RESULT

5. 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:**

ST Specialty foods 6819 77th ave Kenosha, WI 53142 / Olive garden 6000 Durand ave Racine, WI 53406 / Parallel Employment 5715 75th st Kenosha, WI 53142 / Menards 7330 74th pl Kenosha, WI 53142

6. Have you lived at your current home address for the **past (5) five years?** Yes No If no, please list all addresses which you have resided at in the past (5) five years:

5618 46th ave Kenosha, WI 53144 / 1815 Thurston ave Racine, WI 53403

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.

Alex King 03/22/2024
Applicant Signature Date

Bartender (Operator), Page 2

If you need to complete the Responsible Beverage Server Course, visit: <https://www.revenue.wi.gov/Pages/Training/alcSellerServer.aspx> for a list of acceptable courses.

r)License

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Address of Applicant	Driver's License Status
3/26/2024	Savannah Torres	7215 37th Avenue	Valid
License Number	New or Renewal	Business (where license is to be used)	Business Address
241044	N	Spanky's Bar & Grill	2325 52nd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/23/2020	DC / PTAC AS A PARTY TO A CRIME	GUILTY	N	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	20	
Were all offenses listed on the application?	N20	
TOTAL DEMERIT POINTS	40	

CITY ATTORNEY'S COMMENTS
Listed a general class B misdemeanor on the application, but said it was dismissed. It was not, he was guilty.

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="40"/> 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

OFFICE USE ONLY	
DATE FILED:	3/26/24
INITIALS:	JH
LICENSE #:	241044
MUNI FINES DUE:	Yes No
Provisional Issued:	Yes No
<input checked="" type="checkbox"/> Beverage Course Completed	
<input type="checkbox"/> HOLD for Beverage Course	
ADVERSE:	<input checked="" type="checkbox"/> Yes No
LP:	CC:
LETTER:	<input checked="" type="checkbox"/>

BARTENDER (OPERATOR)
 CLK217 (rev. 1/20)
 CITY ORDINANCE 10.02 (repealed & recreated 11/04/19)

Fee: \$ 100.00 New Renewal

Expires: June 30, 2025

Last Name: Torres First Name: Savannah MI: A
(NOTE: Name Must Appear Exactly As It Appears On Driver's License Or State ID)

Date of Birth: [REDACTED] Driver's License or State ID Number: WI [REDACTED]
STATE NUMBER

Home Address: 7215 37th Ave Kenosha WI 53142
STREET CITY STATE ZIP

Phone: 262-417-4722 Email: SAVANNAH.T247@gmail.com
(If Provided, Correspondence Will Be Sent Via Email)

City of Kenosha Business Where License Will Be Used: Spankys Unsure

Please read the following and attest below that you have read and understand:

- This License may be used only in the City of Kenosha. The application process takes 2 to 4 weeks.
- If this application is incomplete, or contains statements or information which is false, and/or incorrect, additional demerit points may be assessed against the license.
- If this application requires review due to your police record (example: arrests, citations, etc.), you will be notified via email or mail to attend a Licenses/Permits Committee meeting, where the Committee will review your application and make a recommendation to the Common Council on whether to grant your license.
- Your license must be granted by the Common Council. If your application requires review by the Licenses/Permits Committee it is recommended that you attend the Common Council meeting. (To find out which meeting to attend, call or email the Clerk's office 7 business days after submitting your application.)
- Before the license can be issued, the beverage server course must be completed and all past due municipal court fines must be paid. Visit <https://www.revenue.wi.gov/Pages/Training/atcSellerServer.aspx> for a list of acceptable courses.
- The Operator's License permits an individual to serve/sell alcoholic beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A", and/or "Class C" License in the City of Kenosha, WI. Applicant is responsible for knowing and abiding by the contents of Chapter 125 of the Wisconsin Statutes and Chapter 10 of the City of Kenosha Code of General Ordinances and acknowledges that the license may be suspended, revoked, or not renewed, and/or the applicant may be subject to a civil forfeiture for non-compliance therewith.

I have read and understand the above statements. Yes ST
INITIAL

Last Name Torres First Name Savannah MI A

RECORD CHECK: Visit <http://www.kenoshajs.org/public-records/> if you need copies of records. If you have doubt as to whether to include certain information it is recommended that you do. If you are unsure, check with the clerk. **Do not attach copies of records. THE INFORMATION BELOW WILL BE VERIFIED.**

1. Have you ever received any tickets or been charged with any traffic violations, ordinance violations, misdemeanors or felonies in any state? Yes No If yes, provide: Charge, State, Date, Result (Include pending charges.) Example:

CHARGE	STATE	DATE	RESULT
Theft	Florida	5/22/2014	Dismissed
Speeding	Wisconsin	2/10/2016	Paid Fine
DUI	Wisconsin	2/10/2016	Pending

CHARGE	STATE	DATE	RESULT
CLASS B MIS. PTAC	WI	4/7/2020	Dismissed / Presumed Innocent

2. Have you ever had your driver's license suspended or revoked in any state? Yes No
If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

3. Have you ever served or been sentenced to serve time in jail or prison in any state? Yes No
If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state? Yes No
If yes, provide: Charge, State, Date, Result (Include pending charges.)

CHARGE	STATE	DATE	RESULT

5. 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:
Hop 1200 75th St
Gauthier Chiropractor

6. Have you lived at your current home address for the past (5) five years? Yes No
If no, please list all addresses which you have resided at in the past (5) five years:
1389 30th Ave Apt 102

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.


Applicant Signature

3/26/2024
Date

If you need to complete the Responsible Beverage Server Course, visit: <https://www.revenue.wi.gov/Pages/Training/alt/SolierServer.aspx> for a list of acceptable courses.

Bartender (Operator), Page 2

r)License

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Address of Applicant	Driver's License Status
3/11/2024	Krenston Watkins	5803 66th Place	Valid
License Number	New or Renewal	Business (where license is to be used)	Business Address
240022	N		

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
** APPLICANT LISTED POSSESSION OF CONTROLLED SUBSTANCE - 10/1995 & 4/1999 - IL - UNKNOWN IF FELONY OR MISDEMEANOR			Y	200
5/26/2022	FELONY SUBSTANTIAL BATTERY - INTEND BODILY HARM	GUILTY	Y	100

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

CITY ATTORNEY'S COMMENTS

I'll provide the definition of substantial bodily harm, "Substantial bodily harm" means bodily injury that causes a laceration that requires stitches, staples, or a tissue adhesive; any fracture of a bone; a broken nose; a burn; a petechia; a temporary loss of consciousness, sight or hearing; a concussion; or a loss or fracture of a tooth." Wis. Stat. 939.22(38).

The older convictions could be upwards of 200 points, or 0 points, we need to know if they are felonies.

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 for applicant to provide info on whether he has 1 felony, 2, or 3



OFFICE USE ONLY 😊

DATE FILED: 3/11/24

INITIALS: JK

LICENSE #: W240022

MUNI FINES DUE: Yes No

Provisional Issued: Yes No

Beverage Course Completed

HOLD for Beverage Course *will email*

ADVERSE: Yes No

LP: _____ CC: _____

LETTER: _____

BARTENDER (OPERATOR)
CLK217 (rev. 1/20)
 CITY ORDINANCE 10.02 (repealed & recreated 11/04/19)

Fee: \$ 100.00 New Renewal

Expires: June 30, 2025

Last Name: Watkins First Name: Krenston MI: A
(NOTE: Name Must Appear Exactly As It Appears On Driver's License Or State ID)

Date of Birth: [REDACTED] Driver's License or State ID Number: WI [REDACTED]
STATE

Home Address: 5803 66th Pl Kenosha WI 53142
STREET CITY STATE ZIP

Phone: 224-391-8178 Email: KrenstonWatkins@gmail.com
(If Provided, Correspondence Will Be Sent Via Email)

City of Kenosha Business Where License Will Be Used: _____ Unsure

Please read the following and attest below that you have read and understand:

- This License may be used only in the City of Kenosha. The application process takes 2 to 4 weeks.
- If this application is incomplete, or contains statements or information which is false, and/or incorrect, additional demerit points may be assessed against the license.
- If this application requires review due to your police record (example: arrests, citations, etc.), you will be notified via email or mail to attend a Licenses/Permits Committee meeting, where the Committee will review your application and make a recommendation to the Common Council on whether to grant your license.
- Your license must be granted by the Common Council. If your application requires review by the Licenses/Permits Committee it is recommended that you attend the Common Council meeting. (To find out which meeting to attend, call or email the Clerk's office 7 business days after submitting your application.)
- Before the license can be issued, the beverage server course must be completed and all past due municipal court fines must be paid. Visit <https://www.revenue.wi.gov/Pages/Training/alcSellerServer.aspx> for a list of acceptable courses.
- The Operator's License permits an individual to serve/sell alcoholic beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A", and/or "Class C" License in the City of Kenosha, WI. Applicant is responsible for knowing and abiding by the contents of Chapter 125 of the Wisconsin Statutes and Chapter 10 of the City of Kenosha Code of General Ordinances and acknowledges that the license may be suspended, revoked, or not renewed, and/or the applicant may be subject to a civil forfeiture for non-compliance therewith.

I have read and understand the above statements. Yes K.W
INITIAL

Last Name Watkins First Name Krenston MI A.

RECORD CHECK: Visit <http://www.kenoshajs.org/public-records/> if you need copies of records. If you have doubt as to whether to include certain information it is recommended that you do. If you are unsure, check with the clerk. **Do not attach copies of records. THE INFORMATION BELOW WILL BE VERIFIED.**

1. Have you ever received any **tickets** or been charged with any **traffic violations, ordinance violations, misdemeanors or felonies in any state?** Yes No If yes, provide: Charge, State, Date, Result (Include pending charges.) Example:

CHARGE	STATE	DATE	RESULT
Theft	Florida	5/22/2014	Dismissed
Speeding	Wisconsin	2/10/2016	Paid Fine
DUI	Wisconsin	2/10/2016	Pending

CHARGE	STATE	DATE	RESULT
Possession Controlled Sub	IL	4-6-99	Probation
Possession Controlled Sub	IL	10-95	Doc Time Served
Battery	WI	5-27-22	Probation

2. Have you ever had your **driver's license suspended or revoked in any state?** Yes No If yes, provide: Charge, State, Date

CHARGE	STATE	DATE
DUI	IL	1-27-99

3. Have you ever served or been sentenced to serve time in **jail or prison in any state?** Yes No If yes, provide: Charge, State, Date

CHARGE	STATE	DATE
Possession	IL	1999
Battery	WI	2023

4. Have you ever, while operating a business or engaged in a profession, been **convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state?** Yes No If yes, provide: Charge, State, Date, Result (Include pending charges.)

CHARGE	STATE	DATE	RESULT

5. 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:** Aurora Health Care Boathouse Pub Eatery

6. Have you lived at your current home address for the **past (5) five years?** Yes No If no, please list all addresses which you have resided at in the past (5) five years:

1912 39th St #104

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.


Applicant Signature

3-11-2024
Date

Bartender (Operator), Page 2

If you need to complete the Responsible Beverage Server Course, visit: <https://www.revenue.wi.gov/Pages/Training/alcSellerServer.aspx> for a list of acceptable courses.

To Whom it may concern,

I am writing to tell you of the many fine qualities of Krenston Watkins, who I've known for the past two years. I had the pleasure of knowing Krenston in various capacities, both professionally and personally.

I've had the chance to get to know Krenston in his work environment. He is a person of good moral character, and never has a bad word to say about anyone. Krenston operates with integrity. He is hard working and dedicated to his job.

On a personal level, I'd like to say that I really like Krenston, and I have no doubts about his abilities to succeed in the future.

Thank You,

Erica Miller
(262) 705-5743

Sent from my iPhone

Blake Borden

Office Manager

Boat House Dockside Pub & Eatery

April 2nd, 2024

Dear to Whom it May Concern,

I am writing on behalf of Krenston Watkins regarding his professional and personable manner during work and outside of his shifts at the Kenosha Boat House Dockside Pub & Eatery. It's my absolute pleasure to recommend him to anyone as a great employee and friend to the restaurant and the employees. I thoroughly enjoy my time working alongside him while also having him be there for me for anything that is ever needed outside of work. He has been a mentor and someone I can go to for advice on anything regarding life.

If you need any additional information, please contact me.

Best regards,

Blake Borden

262 960 3169

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Address of Applicant	Driver's License Status
3/22/2024	Rosemary Espinoza	6832 24th Avenue Upper	Valid
License Number	New or Renewal	Business (where license is to be used)	Business Address
24102	N		

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
3/9/2021	UAP TO LOITER ON LICENSE PREMISES	GUILTY	N	15
3/9/2021	UAP SALE OF ALCOHOLIC BEVERAGE 1ST	GUILTY	N	25
5/21/2021	OPEN AFTER HOURS	GUILTY	N	20
1/9/2022	OPERATED W/O A CABARET LICENSE WHEN REQUIRED	GUILTY	N	20
2/12/2022	OPERATED W/O A CABARET LICENSE WHEN REQUIRED	GUILTY	N	40
5/28/2022	UAP TO LOITER ON LICENSE PREMISES	GUILTY	N	0
8/10/2022	OPEN AFTER HOURS	GUILTY	N	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	140	
Were all offenses listed on the application?	N20	
TOTAL DEMERIT POINTS	160	

CITY ATTORNEY'S COMMENTS

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



OFFICE USE ONLY	
DATE FILED:	3-22-24
INITIALS:	Men
LICENSE #:	24102
MUNI FINES DUE:	Yes No
Provisional Issued:	Yes No
<input checked="" type="checkbox"/> Beverage Course Completed	
<input type="checkbox"/> HOLD for Beverage Course	
ADVERSE:	<input checked="" type="checkbox"/> Yes No
LP:	4/8
CC:	4/15
LETTER:	X

BARTENDER (OPERATOR)
CLK217 (rev. 1/20)
 CITY ORDINANCE 10.02 (repealed & recreated 11/04/19)

Fee: \$ 100.00 New Renewal

Expires: June 30, 2025

Last Name: Espinoza First Name: Rosemary MI: _____
 (NOTE: Name Must Appear Exactly As It Appears On Driver's License Or State ID)

Date of Birth: [REDACTED] Driver's License or State ID Number: WIS [REDACTED]
STATE NUMBER

Home Address: 6832-24th Ave upper Kenosha WIS 53143
STREET CITY STATE ZIP

Phone: 262-344-7523 Email: Rosasalcedo@Live.com
 (If Provided, Correspondence Will Be Sent Via Email)

City of Kenosha Business Where License Will Be Used: _____ Unsure

Please read the following and attest below that you have read and understand:

- This License may be used only in the City of Kenosha. The application process takes 2 to 4 weeks.
- If this application is incomplete, or contains statements or information which is false, and/or incorrect, additional demerit points may be assessed against the license.
- If this application requires review due to your police record (example: arrests, citations, etc.), you will be notified via email or mail to attend a Licenses/Permits Committee meeting, where the Committee will review your application and make a recommendation to the Common Council on whether to grant your license.
- Your license must be granted by the Common Council. If your application requires review by the Licenses/Permits Committee it is recommended that you attend the Common Council meeting. (To find out which meeting to attend, call or email the Clerk's office 7 business days after submitting your application.)
- Before the license can be issued, the beverage server course must be completed and all past due municipal court fines must be paid. Visit <https://www.revenue.wi.gov/Pages/Training/alcSellerServer.aspx> for a list of acceptable courses.
- The Operator's License permits an individual to serve/sell alcoholic beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A", and/or "Class C" License in the City of Kenosha, WI. Applicant is responsible for knowing and abiding by the contents of Chapter 125 of the Wisconsin Statutes and Chapter 10 of the City of Kenosha Code of General Ordinances and acknowledges that the license may be suspended, revoked, or not renewed, and/or the applicant may be subject to a civil forfeiture for non-compliance therewith.

I have read and understand the above statements. Yes RE
INITIAL

Last Name Espinoza First Name Rosemary MI _____

RECORD CHECK: Visit <http://www.kenoshajs.org/public-records/> if you need copies of records. If you have doubt as to whether to include certain information it is recommended that you do. If you are unsure, check with the clerk. **Do not attach copies of records. THE INFORMATION BELOW WILL BE VERIFIED.**

1. Have you ever received any **tickets** or been charged with any **traffic violations, ordinance violations, misdemeanors or felonies in any state?** Yes No If yes, provide: Charge, State, Date, Result (Include pending charges.) Example:

CHARGE	STATE	DATE	RESULT
Theft	Florida	5/22/2014	Dismissed
Speeding	Wisconsin	2/10/2016	Paid Fine
DUI	Wisconsin	2/10/2016	Pending

CHARGE	STATE	DATE	RESULT

2. Have you ever had your **driver's license suspended or revoked in any state?** Yes No If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

3. Have you ever served or been sentenced to serve time in **jail or prison in any state?** Yes No If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination **in any state?** Yes No If yes, provide: Charge, State, Date, Result (Include pending charges.)

CHARGE	STATE	DATE	RESULT

5. 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:**

Cryspys Tavern

6. Have you lived at your current home address for the **past (5) five years?** Yes No If no, please list all addresses which you have resided at in the past (5) five years:

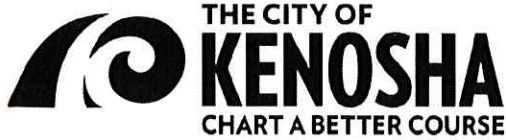
READ CAREFULLY BEFORE SIGNING: I hereby certify that I am the applicant named in this application, and I have read and answered each and every question truly, correctly, and completely, under penalty of law for failure to do so.

Rosemary Espinoza
Applicant Signature

Date 3-22-24

If you need to complete the Responsible Beverage Server Course, visit: <https://www.revenue.wi.gov/Pages/Training/alcSellerServer.aspx> for a list of acceptable courses.

Bartender (Operator), Page 2



SCANNED

OFFICE USE ONLY	
DATE FILED:	3-22-24
INITIALS:	Men
MUNI FINES DUE:	Yes No
PP TAX DUE:	Yes No
OCC. PERMIT:	Yes No
SELLER'S PERMIT:	Yes No
ADVERSE:	Yes No
LP:	April 8
CC:	April 15
LETTER:	

PUBLIC ENTERTAINMENT
CLK118/119 (rev. 11/17)
 CITY ORDINANCE 12.05

<input checked="" type="checkbox"/> DAILY (CLK118)	Fee: \$50.00/Day	Date(s): 4-20-2024
<input type="checkbox"/> YEARLY (CLK119)	Fee: \$300.00	Expires: June 30, 2024

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 12.05 of the Code of General Ordinances of the City of Kenosha.)

Licensee Name: CD Warehouse Corp District #: 13
(Individual Or Corporation/LLC – Same As WI Seller's Permit)

Trade/Event Name: Record Store Day

Trade/Event Address: 2529 75th Street, Kenosha, WI, 53143
STREET ZIP

Name of Person in Charge of Entertainment: Nathan T Cucciare
FIRST M.I. LAST

Phone: 262-288-1501 Email: nate@thecdwarehouse.com
(Correspondence Will Be Via Email If Address Is Given)

1. "Applicant's Report of Police Record" for individual, partners, agent, or person in charge of event: **Attached**
2. Seller's Permit must be attached: **Attached**
3. Have you obtained a current copy of 12.05 (Of the Code of General Ordinances)? **Yes** **No**
4. If you previously held the license applied for, was it ever suspended or revoked? **Yes** **No**

If yes, explain: _____

5. Describe in detail the type of entertainment to be provided: Live music in the store

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.)

[Signature] 3/11/24
 Individual/Partner/Member Signature Date



APPLICANT'S REPORT – POLICE RECORD
CLK001 (rev. 08/17)

Last Name: Cucciare First Name: Nathan MI: _____
(NOTE: Name Must Appear Exactly As It Appears On Driver's License Or State ID)

Home Address: 10533 88th Place Pleasant Prairie WI 53158
STREET CITY STATE ZIP

Date of Birth: [REDACTED] Driver's License #: WI [REDACTED]
STATE NUMBER

License Applied For: Public Entertainment

PLEASE NOTE: You may purchase a copy of your record for \$0.50 per page at the Records Department in the Public Safety Building, 1000-55th St. Additionally, check the WI Circuit Court Access website to obtain your circuit court records. Note: You must write your tickets, charges, citations, or offenses on the application. Do not attach copies of records.

1. Have you ever received any **tickets** or been charged with any **crimes or felonies in any state**? Yes No
 If yes, provide: Charge, State, Date, Result (Include pending charges.)
 (Examples: Speeding, WI, 5/8/2012, Guilty | Theft, FL, 5/22/2014, Dismissed | DUI, WI, 6/30/2017, Pending)

CHARGE	STATE	DATE	RESULT

2. Have you ever had your **driver's license suspended or revoked in any state**? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

3. Have you ever served or been sentenced to serve time in **jail or prison in any state**? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination **in any state**? Yes No
 If yes, provide: Charge, State, Date, Result (Include pending charges.)

CHARGE	STATE	DATE	RESULT

5. 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**:

N8 Solutions
 CD Warehouse Corp

6. Have you lived at your current home address for the **past (5) five years**? Yes No
 If no, please list all addresses which you have resided at in the past (5) five years:

10533 88th Place, Pleasant Prairie, WI 53158
 5615 49th Avenue, Kenosha, WI 53144

7. Do you, the applicant, understand that if any of the information provided is false, and/or incomplete, you may be subjected to the penalties specified in 1.22 of the Code of General Ordinances, which is printed on the bottom of this application. Yes NTC
 INITIAL

8. Do you, the applicant, understand that if any of the information provided is false, and/or incomplete, the license may be denied? Yes NTC
 INITIAL


 Applicant Signature

3/11/24
 Date

1.22 LICENSE/PERMIT APPLICATIONS – CODE OF GENERAL ORDINANCES

A. Prohibition

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

B. Penalty

- Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days.
- The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

The first Twenty-five (\$25) Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five (\$25) Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

Applicant's Report – Police Record, Page 2



State of Wisconsin • DEPARTMENT OF REVENUE
Personal Wallet Copy

Seller's Permit: 456-1031247454-04

Legal/Real Name: CD WAREHOUSE CORP

Signature _____

A handwritten signature in blue ink, appearing to be 'COT', written over a horizontal line.



OFFICE USE ONLY
 DATE FILED: 3/28/24
 INITIALS: JH
 ADVERSE: Yes No
 LP: 4/8 CC: 4/15
 LETTER: _____

YEARLY CABARET
CLK212 (rev. 02/23)
 CITY ORDINANCE 10.07

Fee: \$300.00/Year (Prorated – \$25.00/Month – Beginning With Effective Month & Ending In June.)

Expires: June 30, _____ (Non-Renewable)

Licensee Name: AIRB n Beer LLC District #: 2
CORPORATION, PARTNERSHIP, OR INDIVIDUAL – Must Be Same Name As Beer/Liquor License

Trade/Event Name: Hold my Beer

Trade/Event Address: 621 56th St. 53140
STREET ZIP

If Licensee is a Corporation or LLC, list Agent's Full Name: meghan Faulkner

List Date of Birth of Agent (If Corporation/LLC) or Individual: _____

Address: 7402 Sheridan Rd Kenosha, WI 53143
STREET CITY STATE ZIP

Phone: 262-331-7600 Email: airbnbeerllc@gmail.com
(Correspondence Will Be Via Email If Address Is Given)

Driver's License Number: WI _____
STATE NUMBER

1. Have you ever received any **tickets** or been charged with any **crimes** or **felonies** in any state? **Yes** **No**
 If yes, provide: Charge, State, Date, Result (Include pending charges.)

(Examples: Speeding, WI, 5/8/2012, Guilty | Theft, FL, 5/22/2014, Dismissed | DUI, WI, 6/30/2017, Pending)

CHARGE	STATE	DATE	RESULT
speeding suspension	WI IA MN MI	2011 2012	ptl. reinstated

2. Have you ever had your **driver's license suspended** or **revoked** in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE
michigan - suspended		2012

3. Have you ever served or been sentenced to serve time in **jail** or **prison** in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state? Yes No
 If yes, provide: Charge, State, Date, Result (Include pending charges.)

CHARGE	STATE	DATE	RESULT

5. 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**:

BEAR Property MN 3/2012 - 12/22
 Holo my Beer June 2023

6. Have you lived at your current home address for the **past (5) five years**? Yes No
 If no, please list all addresses which you have resided at in the past (5) five years:

6078 3TH AVE

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.)


 Individual/Partner/Member Signature

3/28/24
 Date

PLEASE NOTE: Attached as page 3 and 4 of the application is an **Operational and Security Plan**. This information is required. If not fully and accurately completed, the Cabaret application will be considered incomplete and will not proceed to any Committees for consideration until the information is provided. It is required that you contact your Alderperson no less than seven (7) days prior to the date the Alcohol License Review Committee first considers the application.

CABARET: OPERATIONAL AND SECURITY PLAN INFORMATION

CABARET ENTERTAINMENT OPERATIONAL PLAN

Planned Hours of Cabaret Entertainment Activity (Be sure to list AM or PM):

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
HOURS: <u>11</u>	HOURS: <u>11</u>	HOURS: <u>11</u>	HOURS: <u>11</u>	HOURS: <u>11</u>	HOURS: <u>11</u>	HOURS: <u>10</u>
TO <u>4</u>	TO <u>11</u>	TO <u>11</u>	TO <u>11</u>	TO <u>11</u>	TO <u>11</u>	TO <u>11</u>

Please note that according to City Ordinance 10.07 G: "Effective July 1, 2021, Cabaret Entertainment shall not be permitted between the hours of 1:30 am and 8:00 am. Should the establishment not have a history of any disturbances covered under section D.3.f., this prohibition may be reduced to the hours of 2:00 am and 8:00 am. Except that, on January 1, the applicable prohibition does not apply".

Check here if requesting hours until 2:00 am

Legal occupancy limit for the premises: 100 persons

Number of off-street parking spaces used to service the premises: 20 parking spaces

Description of the off-street parking spaces used to service the premises: parking lot

Describe the sound amplification equipment to be used: microphones / bluetooth speakers

Identify any sound mitigation strategies to be implemented: management will monitor

How will orderly appearance and operation of the establishment be maintained in regard to litter and noise:

staff will maintain property.

SECURITY PLAN

Description of clothing to identify security personnel: Yellow Branded shirts

Plan to handle control and clearance of the parking lot and public right-of-ways adjacent to licensed property during hours of operation and at closing time: management

How will the entrance line be managed and controlled: management

Plan for unruly patrons, intoxicated patrons, and physical disturbances (including fights): management & police if necessary

Underage drinking and fake ID plan: WE SCAN ALL IDS

Provide the first and last name of all Management Personnel: meghan & Luke Faulkner
STEVE Vieau

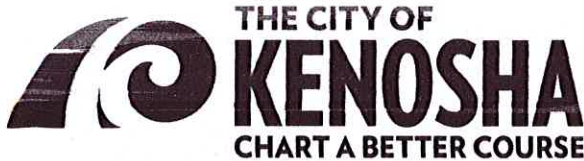
You are required to contact the alderperson of the district in which the business is located. Failure to do so is a basis to deny the license, pursuant to 10.07(B)4 of the Code of General Ordinances. Have you contacted the alderperson? Yes No

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.

[Signature]
Individual/Partner/Member Signature

3/29/24
Date

April 16



FILED 3/21/24
INITIALS JH
ADV/NO ADV
LP April 8
CC April 15

SCANNED

PEDDLER STAND
CLK129/131 (rev. 04/17)
CITY ORDINANCE 13.035

<input checked="" type="checkbox"/> YEARLY (CLK129)	Fee: \$100.00	Expires: September 30, <u>2024</u>
<input type="checkbox"/> DAILY (CLK131)	Fee: \$25.00/Day	Date(s): _____ Event: _____ <i>(If applicable)</i>

Probationary Term: An approved location shall be subject to a probationary period of thirty (30) consecutive days. If no written complaints or objections with respect to the approved location are received by the Clerk during the probationary period, the location shall be the "location" of the stand for the remainder of the licensing period. If a complaint or objection is received, it shall be forwarded to the Common Council for further consideration of the stand location. The probationary period shall be extended as long as the location remains under Council consideration. The Council shall either confirm or amend the location. Each stand may be relocated subject to the filing of a new permit application during the term of the permit and upon Common Council approval.

Applicant: Laughing Llama LLC

Residence Address: 2402-52nd St #4 53140 Phone: 262-287-7771

Email: melandmike@laughingllama.llc
(Correspondence will be via email if address is given)

Business Name: Laughing Llama N/A

Business Mailing Address: 2402-52nd Street #4 Kenosha WI 53140 N/A
Street City State Zip

1. Driver's License or I.D. copy attached. Yes
2. Applicant's Report – Police Record copy attached. Yes
3. Attach Pictures of the Stand. Attached
4. Date(s) Stand will operate: Thurs - Sun Time: 12pm - 6pm
(9:00 AM to 8:00 PM only)

5. Check location where stand will operate:

(Please note: Each location has only a specific number of stand(s) spaces available. Only one stand is allowed in each stand space. Be sure to check with Clerk on availability of location. The Director of Public Works may, upon written notice, relocate a stand location situated within the perimeter of a public event approved by the Public Works Committee or the Parks Commission as necessary so as to avoid interference with activities and equipment which are part of the public event.)

- Special Event – Other Location (Daily Only):** _____
- Anderson Park Pool Area Parking Lots (3 Stand Locations)
- Kennedy Park Parking Lot (1 Stand Location)
- Lincoln Park – Martin Luther King Drive, Off Street Parking Space (2 Stand Locations)
- Pennoyer Park Parking Lot (1 Stand Location)
- Petzke Park – Drop-off Zone (3 Stand Locations) Space 1
- Simmons Island Park – Off Street Parking (1 Stand Location)
- Southport Park Parking Lot (2 Stand Locations)
- Wolfenbuttel Park – Parking Lot (1 Stand Location)
- Washington Park – Parking Lot (1 Stand Location)
- Industrial Park of Kenosha (1 Stand Location)

6. If this is a special event, attach a scaled location map(s) identifying the proposed location(s) of stand.

- Attached N/A

7. Describe the merchandise, food, beverages, or services to be sold: balloon animals +

face painting

8. Are You Selling Food? Yes No If selling food, a copy of Kenosha County Food Permit is required. Attached?: Yes No N/A

9. I have received or understand that I may obtain at www.kenosha.org, a copy of 13.03 of the Code of General Ordinances pertaining to Peddlers & Peddler's Stand License(s). Yes No

10. Will a car or truck be used to conduct business? Yes No If yes, certificate of liability: Attached

Motor vehicles shall, at the cost and expense of applicant/permit holder, be inspected by an Automotive Service Excellence (A.S.E.) Certified Technician, who shall fill out, date and sign a Safety and Maintenance Inspection Report and a copy of their certification. The Report shall verify that the motor vehicle inspected is safe for operation on City streets. The Report shall be filed with the City Clerk/Treasurer with the permit application/renewal or at any time prior to which a motor vehicle will be utilized, or at any time directed by the Police Chief of designee thereof, based upon personal observation of a police officer indicating a lack of required maintenance.

11. Vehicle Inspection by an A.S.E. Certified Technician. Report & Certification Attached N/A

Peddler Stand, Page 2

City Clerk/Treasurer | 625 52nd St. Room 105, Kenosha, WI 53140 | T: 262.653.4020 | Email: cityclerk@kenosha.org | KENOSHA.ORG

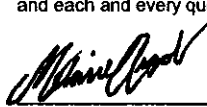
12. Does the motor vehicle contain sound amplifying equipment (Example: Ice Cream Truck-Music) Yes No
If yes, attach a copy of your Kenosha County Sound Truck application receipt. Attached N/A

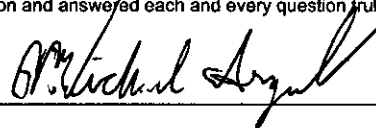
13. Motor vehicles are required to be marked on both sides with the name of the owner in letters not less than two and one-half (2 1/2") inches in height in a color contrasting with the color of the vehicle.
is vehicle marked? Yes No N/A (IF NO, LICENSE WILL NOT BE ISSUED.)

Probationary Term. An approved location shall be subject to a probationary period of thirty (30) consecutive days. If no written complaints or objections with respect to the approved location are received by the Clerk during the probationary period, the location shall be the "location" of the stand for the remainder of the licensing period. If a complaint or objection is received, it shall be forwarded to the Common Council for further consideration of the stand location. The probationary period shall be extended as long as the location remains under Council consideration. The Council shall either confirm or amend the location. Each stand may be relocated subject to the filing of a new permit application during the term of the permit and upon Common Council approval. This is not applicable to a one (1) day permit.

Hours of Operation. Peddling is permitted at a stand location between the hours of 9:00 AM and 8:00 PM.

I hereby certify that I am the applicant named in the foregoing application, and I have read the sections regarding probationary term and hours of operation and each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so.


(Applicant)

 3/21/24
Date



APPLICANT'S REPORT – POLICE RECORD
CLK001 (rev. 02/17)

NAME: Melanie Amber Argol

ADDRESS: 2402-52nd St #4 Kenosha, WI 53140

DOB: [REDACTED]

DRIVER'S LICENSE #: [REDACTED]

LICENSE APPLIED FOR: Peddlers Stand

Applicant must truly, correctly and completely answer the following questions, or in the alternative, subject themselves to the penalties specified in 1.22 of the Code of General Ordinances, a copy of which is printed on the reverse side of this application. In the event the information is untrue, incorrect, and/or incomplete it will be denied.

1. 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

2. 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**

3. 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:**

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

5. 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**

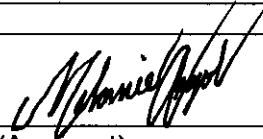
6. Have you, as an adult, within the past five (5) years, while operating a business or engaged in a profession, been convicted of any state or federal charges; or do you have charges pending at this time involving unfair trade practices, unethical conduct, or discrimination? Yes No **If yes, state: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

7. 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:

Laughing Llarns LLC 2402 52nd St #4 Kenosha, WI 53140
K.U.S.D - Dimensions of Learning Academy 6218 25th Ave Kenosha, WI 53140
Self-employed/freelance entertainment

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

2402 - 52nd St. #4 Kenosha, WI 53140


(Applicant)

3/21/24
Date

1.22 LICENSE/PERMIT APPLICATIONS – CODE OF GENERAL ORDINANCES

A. Prohibition

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

B. Penalty

- 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days.
- 2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

The first Twenty-five (\$25) Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five (\$25) Dollars, the entire application fee shall be retained by the City for administrative and processing costs.



APPLICANT'S REPORT – POLICE RECORD

CLK001 (rev. 02/17)

NAME: Michael Nicholas Argol

ADDRESS: 2402-52nd St #4 Kenosha, WI 53140

DOB: [REDACTED]

DRIVER'S LICENSE #: [REDACTED]
(Must indicate if this is not a WI DL)

LICENSE APPLIED FOR: Reddler's Stand

Applicant must truly, correctly and completely answer the following questions, or in the alternative, subject themselves to the penalties specified in 1.22 of the Code of General Ordinances, a copy of which is printed on the reverse side of this application. In the event the information is untrue, incorrect, and/or incomplete it will be denied.

1. 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**

2. 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**

3. 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:**

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

license suspended in Illinois
in 2013 for refusing a breathalyzer test
during traffic stop.

5. 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

6. 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

7. 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:

- 2019 - *Courier Express One (Amazon delivery) 401 Terrace Dr. Mundelein, IL*
- 2020 - *Realty One Group 2655 River Rd. Bedford, NH*
- 2021 - *Al. Ringling Brewing Co. 623 Broadway St. Baraboo, WI*
- 2022 - *Stella Hotel 5706 8th Ave. Kenosha, WI*
- 2023 - *Costco 7707 94th Ave, Pleasant Prairie, WI*
- 2023 - *West Allis Heating 18275 76th St. West Allis, WI*
- 2024 - *Laughing Llama LLC 2402 52nd St. Kenosha, WI 53140*

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

- 2019 - *8403 198th Ave Bristol, WI*
- 2020 - *29 phalanx Street Tyngsboro, MA 01879*
- 2021 - *11612 Park Rd Baraboo, WI 53913, ALSO 34102 Homestead Ct. Gurnee, IL 60031*
- 2022 - 2023 (present) *2402 52nd #4 Kenosha, WI 53140*

Michael Asyul
(Applicant)

3/21/2024
Date

1.22 LICENSE/PERMIT APPLICATIONS – CODE OF GENERAL ORDINANCES

A. Prohibition

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

B. Penalty

- 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days.
- 2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

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DRIVER LICENSE
REGULAR

USA
WISCONSIN



CLASS: D

2402 52ND ST # 4
KENOSHA, WI 53140



John [Signature]

15 SEX M 16 HGT 6-01"
17 WGT 170 lb 18 EYES HAZ
19 HAIR BRN 20 ISS 02/21/2023 DUP
21 EXP 12/18/2025
22 END NONE 23 DO OTE2A202302211125908



18515 172 420 01301 004120200 35
M:01 C:20 E:2A

RESTRICTIONS: Corr Lenses *

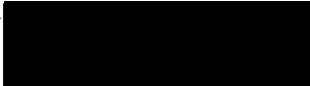


Anatomical Gift Statement - I own my body. I wish to donate:
All organs, tissues and eyes (refuse to make an anatomical gift)
Restrictions:
Specialty: _____ Date: _____

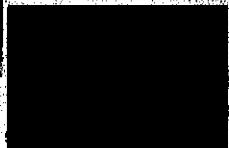


**DRIVER LICENSE
REGULAR**

WISCONSIN USA

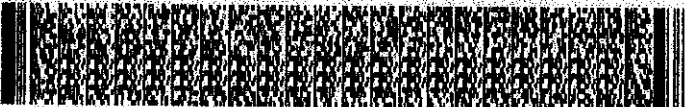


2402 52ND ST # 4
KENOSHA, WI 53140



CLASS **D**
SEX **F**
HT **506**
HAIR **BRN**
EYES **GRN**
ISS **04/27/2023**
EXP **05/18/2025**
ID **DD** - OTS882023042740583690

M. J. [Signature]
MAY 88



10603-091-465
KE01 K9K 588

01301 004223832 90

RESTRICTIONS: Corr Lenses •



Anatomical Gift Statement - Upon my death, I wish to donate: Yes No
 All organs, tissues and eyes I refuse to make an anatomical gift
Linkage: _____
Signature: *[Signature]* Date: **5/11/23**

PHOTOS OF STAND



FRONT VIEW



SIDE VIEW

Note: We may implement a 10x10 Foot Blue Canopy Tent over this setup, depending on the weather. This is our basic setup. We do not use a vehicle.

REQUEST FOR COPIES OF REPORTS

DATE AND TIME OF REQUEST: 3/21/24 1217 CLERK TAKING REQUEST: MRS 366

PERSON REQUESTING RECORDS: (NOT REQUIRED)

NAME: Melanie Argol

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: 202 287-7771

EMAIL: SpiritmHawk@gmail.com

NOTES: _____

RECORDS REQUESTED: (CHECK TYPE)

ACCIDENT REPORT (DT4000 FORM ONLY) ACCIDENT REPORT INCLUDING SUPPLEMENT REPORTS

INCIDENT REPORT CASE REPORT

REPORT NUMBER(S): _____

RECORD CHECK:

NAME/DOB/SEX/RACE: Melanie Argol F/u 05/18/88
Michael Argol M/u 12/18/88

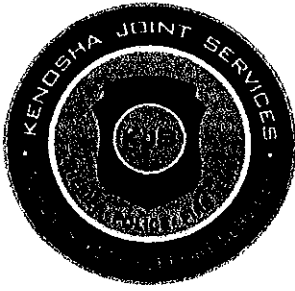
INCIDENT REPORT BY ADDRESS AND TIME FRAME: _____

CHECK ONE: TO BE MAILED WILL PICK UP TO BE EMAILED

For Office use only: Attach the original request and copy of Response to Request for Records to this form and scan all documents into ResponsetoRequestPublicRecords folder.

CASE NUMBER: _____	# OF PAGES _____	REDACTED Y or N	DENIED
CASE NUMBER: _____	# OF PAGES _____	REDACTED Y or N	DENIED
CASE NUMBER: _____	# OF PAGES _____	REDACTED Y or N	DENIED
CASE NUMBER: _____	# OF PAGES _____	REDACTED Y or N	DENIED
CASE NUMBER: _____	# OF PAGES _____	REDACTED Y or N	DENIED
CASE NUMBER: _____	# OF PAGES _____	REDACTED Y or N	DENIED

Counter _____ (Date Completed) _____ (Initials/Unit Number)
 Mailed _____ (Date Completed) _____ (Initials/Unit Number)
 Emailed _____ (Date Completed) _____ (Initials/Unit Number)



Record Check Reply Form

Last Name: ARGOL
First Name: MELANIE
Middle Initial:
Sex: F
Race: U
Date of Birth: [REDACTED]

Using the information provided above, an inquiry was made into the databases. The result is:

Record(s) located. See attached. _____

No record found X

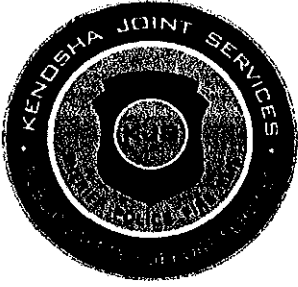
Completed by: BA447

Date: 03/21/2024

*ORI WI0300000 is Kenosha County Sheriff Department *ORI WI0300100 is Kenosha Police Department

CAUTION IS RECOMMENDED IN THE USE OF THIS REPORT:

1. The accuracy of the information listed is subject to the data entry process, therefore inadvertent errors may exist. 2. Information listed is only as current as is the on the computer. 3. THE INFORMATION LISTED MAY NOT REFLECT THE ACTUAL COURT CHARGES AND/OR DISPOSITIONS. 4. Wisconsin laws prohibit discrimination based on arrest/conviction records (see WI Statute Sec. 111.335).



Record Check Reply Form

Last Name: ARGOL
First Name: MICHAEL
Middle Initial:
Sex: M
Race: U
Date of Birth: [REDACTED]

Using the information provided above, an inquiry was made into the databases. The result is:

Record(s) located. See attached. _____
No record found X

Completed by: BA447

Date: 03/21/2024

***ORI WI0300000 is Kenosha County Sheriff Department *ORI WI0300100 is Kenosha Police Department**

CAUTION IS RECOMMENDED IN THE USE OF THIS REPORT:

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MEMO

TO: Michelle Nelson, City Clerk/Treasurer
FROM: Michael Callovi, Planning Technician
RE: **Outdoor Cafe for Champions Sports Bar, 719 50th Street (District 2)**
DATE: March 28, 2024

The Department of City Development has received an application for an Outdoor Cafe for Champions Sports Bar at 719 50th Street.

CD is returning the application along with Staff comments.

MC
Attachment

If you have any questions, please contact me at 262.653.4032 or via email at mcallovi@kenosha.org.

City of Kenosha, 625 52nd Street, Room 308, Kenosha, Wisconsin 53140 | T: 262.653.4030 | F: 262.653.4045

KENOSHA.ORG

MEMO

TO: City Attorney
City Development
City Inspections
Public Works Director
Fire Chief
Deputy Police Chief
Alder Siel

FROM: Michael Callovi, Planning Technician

RE: Outdoor Cafe Area for *Champions Sports Bar*, 719 50th Street

DATE: March 20, 2024

Location: 719 50th Street

Review and Comment By: Wednesday April 3, 2024

For Compliance With: Outdoor Cafe of a “Class B”, Class “B”, and/or “Class C” Licensed Premises (§10.076; General Code)

Review Authority: Committee on Licenses/Permits; Common Council

-
- Approved
 - Conditions to be met before permit is issued (comments attached)
 - Denied (comments attached)

MBC

MEMO

TO: City Attorney
City Development
City Inspections
Public Works Director
Fire Chief
Deputy Police Chief
Alder Siel

FROM: Michael Callovi, Planning Technician

RE: Outdoor Cafe Area for *Champions Sports Bar*, 719 50th Street

DATE: March 20, 2024

The Department of City Development has received an Outdoor Cafe Area application for *Champions Sports Bar*, 719 50th Street. Section 10.076 of the General Code of Ordinances requires a permit for new or existing Outdoor Cafe Areas that are located on a sidewalk within a public right-of-way. The proposed Outdoor Cafe Area will occupy the public sidewalk in front of the applicant's business.

The following information is noted from the application for Outdoor Cafe Area:

Applicant Name: Gerber Pub of Kenosha, LLC
Business Name: Champions Sports Bar
Address & Phone Number: 719 50th Street; 847-877-9024
Zoning: B-3
Type of Business: Tavern
Extent of Cafe Area: Public Sidewalk North of Applicant's Business
Maximum # of Tables/Chairs: 2 picnic tables, each seating 5 persons
Signage: none

This application will be reviewed at the March 25, 2024, Committee on Licenses/Permits meeting, and at the April 1, 2024, Common Council meeting.

If you have any questions, please contact me at 653.4032 or via e-mail at mcallovi@kenosha.org.

MBC



OFFICE USE ONLY	
DATE FILED:	3/15/24
INITIALS:	JH
ADVERSE: Yes No	
LP:	3/25 CC: 4/1
DEMERIT POINTS:	

OUTDOOR CAFE AREA
CLK098 (rev. 11/17)
 CITY ORDINANCE 10.076

Class "B", "Class B", and/or "Class C" License(s)

Fee: \$300.00 Expires: June 30, 2025

PLEASE NOTE: Upon initial application and renewal of an Outdoor Cafe Area Permit, an Applicant shall not have their application approved when the Applicant's business has accumulated fifty (50) or more demerit points under Section 10.063 D. (of the Code of General Ordinances). In accordance with Section 10.076 J.3.f, cabaret licensed activities are prohibited.

Licensee: GERBEN pub of Kenosha, LLC District #: 2
(CORPORATION, PARTNERSHIP, OR INDIVIDUAL - Must Be Same Name As Beer/Liquor License)

Trade Name: Champion Sports Bar Trade Address: 719 50th St, 53140
STREET ZIP

Contact Person: Ant DEBAENE
FIRST M.I. LAST

Phone: 847-877-9024 Email: dabaenes@yahoo.com
(Correspondence Will Be Via Email If Address Is Given)

1. Complete "Attachment A" List of Adjacent Businesses. Attached
2. Provide Specifications if the outdoor cafe area is the subject of permanent improvements. Attached N/A
(If Applicable, Must Obtain A Street Encroachment Agreement From Public Works)
3. The applicant is operating as a tavern where the sale of Alcohol Beverages account for more than fifty (50%) percent of the establishment's gross receipts. Yes No (If No, The Applicant Does Not Qualify For This License)
4. Complete "Attachment B" Description of Appurtenances AND provide pictures. Attached Pictures
5. The Business must be in one of the following Zoning Districts: B-1 B-2 B-3 B-4 (Circle One)
(If Not, The Applicant Does Not Qualify For This License)
6. If the applicant holds a Brewer's permit issued by the Department of Revenue, State of WI, a valid copy of the permit must be maintained on file with the City Clerk at all times. Attached N/A
7. Complete "Attachment C" Indemnity to Hold Harmless. Attached

8. Operational Plan: Hours: 8am - 10pm Days: M-T-W-T-F-S-S Months: weather permitting
March - October

Outdoor Cafe Area, Page 1

9. The Outdoor Cafe Area must be closed from 10:00 PM TO 8:00 AM. You may request to change these hours to 12:00 AM to 8:00 AM. Application (CLKCH1) Attached N/A

10. Planned Capacity: 10 Lighting and Signage Plan: Attached N/A

11. Attach a Scaled Site Plan and at least 2 pictures. Site Plan Pictures (EMAIL)
*SEE ATTACHED "SITE PLAN SAMPLE" OR CONTACT COMMUNITY DEVELOPMENT & INSPECTIONS AT 262.653-4032 TO SCHEDULE AN APPOINTMENT FOR ASSISTANCE.

12. Provide proof of Certificate of Liability Insurance. Attached (EMAIL)

13. The Certificate of Liability MUST list:
 City of Kenosha as Additional Insured Notification of at least 20 Days in Advance of Cancellation
(Must be stated on certificate or the cancellation policy notice must be attached to certificate)

14. Does the Outdoor Cafe Area extend beyond the frontage of the business? Yes No
If yes, attach a written statement signed by the owner(s) and tenant(s) of an adjacent business fronting the street approving the placement of the Outdoor Cafe Area in front of their business. Attached N/A

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.)

[Signature] 14 3-15-24
Individual/Partner/Member Signature Date

Partner/Member Signature Date

VERIFICATION BY COMMUNITY DEVELOPMENT & INSPECTIONS:

Zoning Classification: B-3 Does the property abut a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, AG-1, RG-2, RM-1, RM-2 OR IP? Yes No. If Yes, Applicant Does Not Qualify To Extend Operating Hours.

The outdoor area has a boundary:

within 750 ft of any residentially zoned property.
Amplified music/sound is allowed in outdoor area 10:00 AM to 10:00 PM.

greater than 750 ft of any residentially zoned property.
Amplified music/sound is allowed in outdoor area 10:00 AM to 1:00 AM (or earlier in accordance with the closing time of the outdoor area).

Recommendation:

Application conforms to §10.07(J)

March 28, 2024

CDI Staff Member Signature Date

City of Kenosha
Vicinity Map



"ATTACHMENT A"

LIST OF ALL ADJACENT BUSINESSES

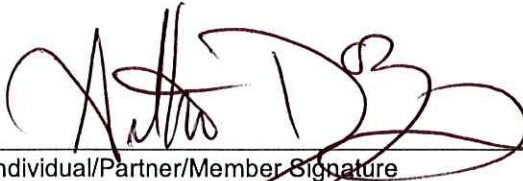
OUTDOOR CAFE AREA
CITY ORDINANCE 10.076

CHAMPIONS Sports BAR
Licensee Name

Applicant has applied for an Outdoor Cafe Area of their Retail Class "B" Beer, "Class B" Liquor, and/or "Class C" Wine Licenses in accordance with §10.076 of the Code of General Ordinances. Please find below a list of names, addresses, and phone numbers of all adjacent businesses to the boundaries of the outdoor cafe area.

BUILDING TO THE EAST: 713 50th ST. (VACANT)

BUILDING TO THE WEST: 725 50th ST.
THE LETTERING MACHINE
262-652-4177
TINA - OWNER

 11 3-15-24
Individual/Partner/Member Signature Date

Partner/Member Signature Date

"ATTACHMENT B"

DESCRIPTION OF APPURTENANCES

OUTDOOR CAFE AREA
CITY ORDINANCE 10.076

CHAMPIONS Sports Bar
Licensee Name

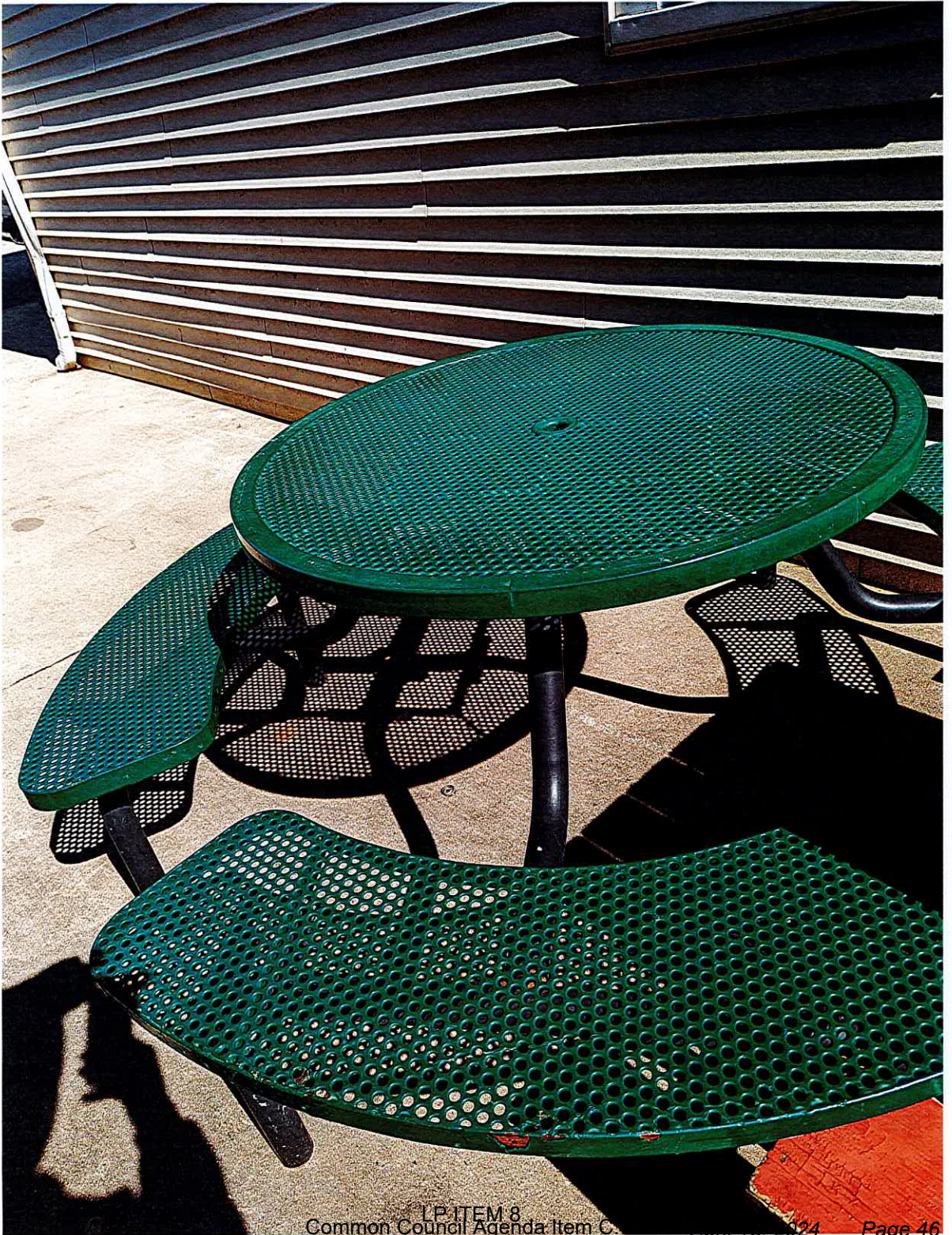
According to §10.076 of the Code of General Ordinances, the applicant must provide a detailed description of all cafe appurtenances to be located within the Outdoor Cafe Area, identifying the materials with which they are constructed together with photographs. They shall be of such construction and quality such that they are consistent with the business/neighborhood district. "Cafe Appurtenances" shall mean tables, chairs, planters, barriers, railings, walls, signs, benches, waste receptacles, umbrellas and heaters.

Pictures Attached

(2) PICNIC TABLES

[Signature] III 3-15-24
Individual/Partner/Member Signature Date

Partner/Member Signature Date



"ATTACHMENT C"


INDEMNITY AND HOLD HARMLESS AGREEMENT

OUTDOOR CAFE AREA
CITY ORDINANCE 10.076

Champions Sports Bar

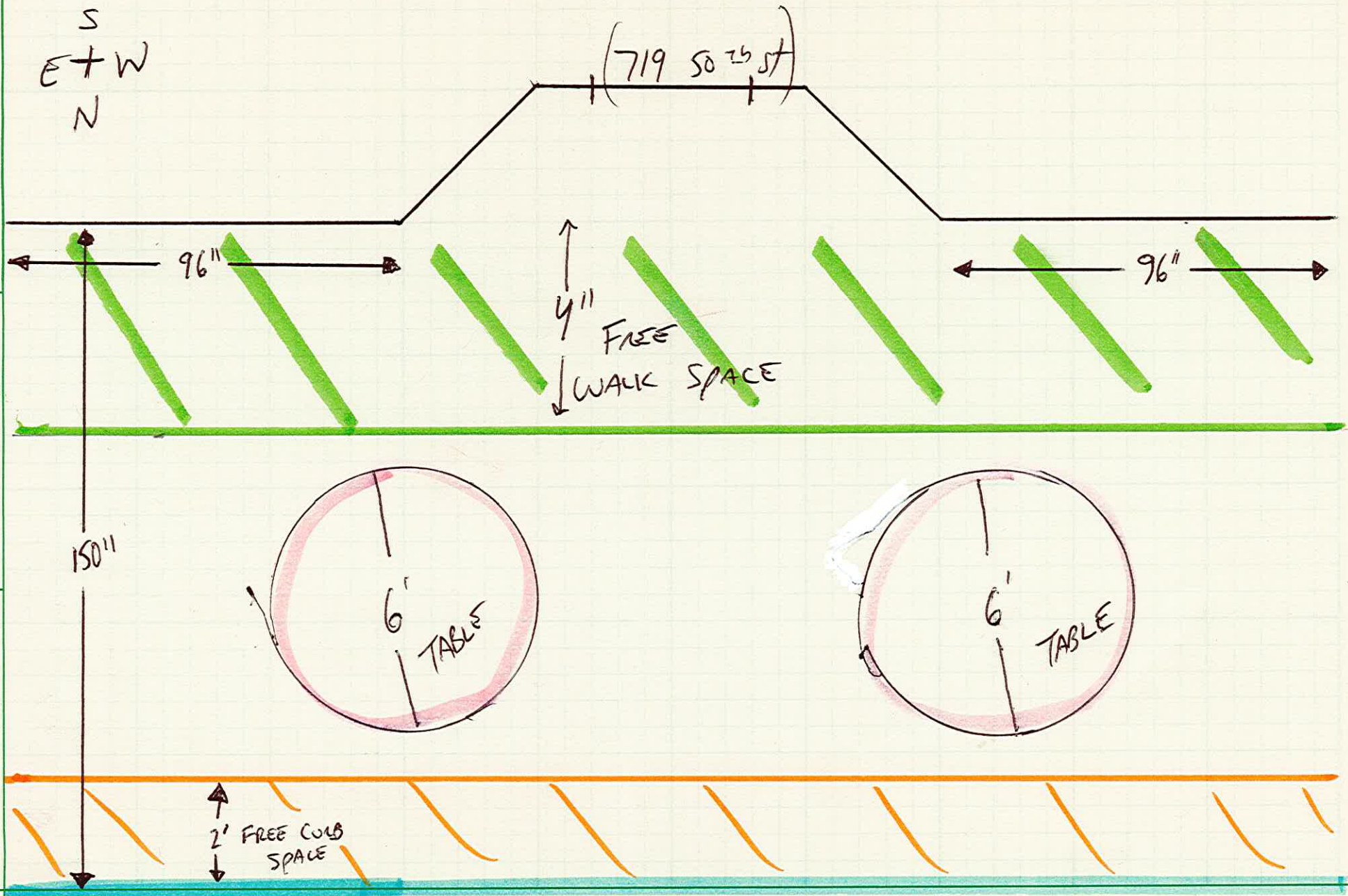
Licensee Name

Applicant, in consideration of having the City of Kenosha, Wisconsin grant this application, herein and hereby agrees to indemnify and hold harmless the City of Kenosha, Wisconsin and its officers, employees and agents against any and all losses, claims, damages, costs, expenses, judgments, awards, attorney fees, or settlements which they may incur as a result of use of the public right-of-way or Major Street Setback Area for the Outdoor Cafe Area which is the subject of this agreement.

 III 3-15-24
Individual/Partner/Member Signature Date

Partner/Member Signature Date

CHAMPIONS Sports BAR OUTDOOR SEATING PROPOSAL



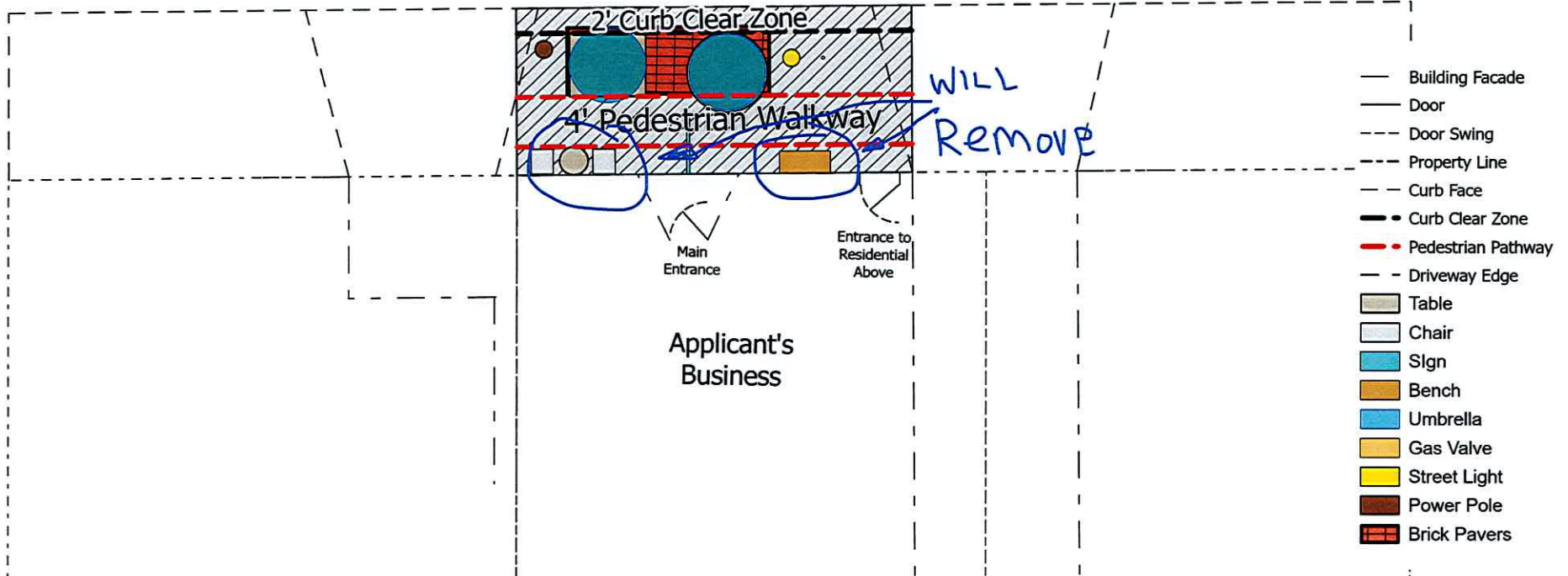
22-141 50 SHEETS
22-142 100 SHEETS
22-144 200 SHEETS



Outdoor Cafe Site Plan

719 50th Street

50th Street



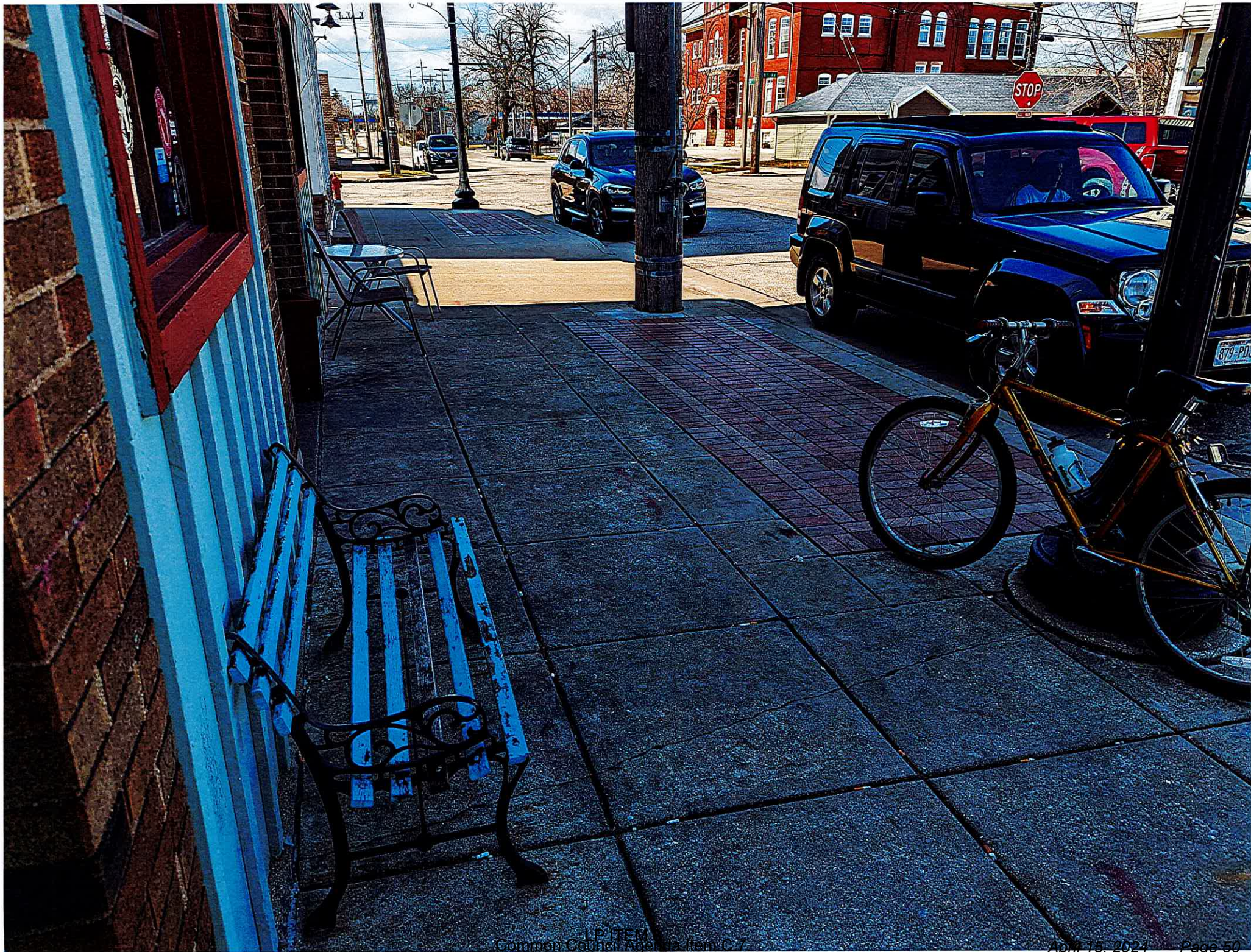
Applicant's Business

WILL REMOVE

- Building Facade
- Door
- - - Door Swing
- - - Property Line
- - - Curb Face
- - - Curb Clear Zone
- - - Pedestrian Pathway
- - - Driveway Edge
- Table
- Chair
- Sign
- Bench
- Umbrella
- Gas Valve
- Street Light
- Power Pole
- Brick Pavers



0 10



THESE POLICY PROVISIONS WITH THE INFORMATION PAGE AND ENDORSEMENTS,
IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THIS POLICY.

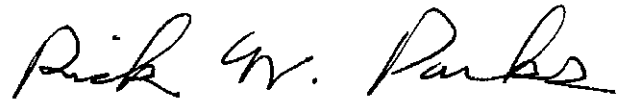
NOTICE

The insured who is named herein is hereby notified that by virtue of this policy is a member of SOCIETY INSURANCE, a mutual company, and is entitled to vote either in person or by proxy at any and all meetings of the company. The annual meetings are held at the home office at Fond du Lac, Wisconsin, on the second Monday of March in each year at 2:00 p.m.

In Witness Whereof, we have caused this policy to be executed and attested.



Secretary
Tom Gross



President
Rick Parks

SOCIETY INSURANCE, A MUTUAL COMPANY

150 Camelot Drive P.O. Box 1029, Fond du Lac, WI 54936-1029

BUSINESSOWNERS DECLARATION

POLICY NO: BP23036442-0

**ACCOUNT NUMBER:
NAMED INSURED AND MAILING ADDRESS**

Gerbers Pub of Kenosha Inc
DBA Champions Sports Bar
719 50th St
Kenosha, WI 53140-3336

AGENCY AND MAILING ADDRESS 20052 000

Guy Viti Insurance Agency Inc
445 Sheridan Rd
Highwood, IL 60040

POLICY PERIOD: FROM 12/12/2023 TO 12/12/2024 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

THE NAMED INSURED IS: Corporation **BUSINESS DESCRIPTION:** See Described Premises section

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

DESCRIBED PREMISES

Prem. No.	Bldg. No.	Premises Address:	Description	Construction Type	Protection Class
1	1	719 50th St, Kenosha, WI 53140	Tavern/Restaurant	Joisted Masonry	1

SECTION I - PROPERTY

Property Coverage Limits Of Insurance**

Prem. No.	Bldg. No.	Classification No.	Type Of Property	Valuation Option	Automatic Increase Limit (Percentage)	Business Personal Property - Seasonal Increase (Percentage)	Limit Of Insurance*
1	1	1	Business Personal Property-Bar > 75% Alcohol - NOC - Limited Cooking	Replacement Cost	6%	25%	\$ 10,000

*Includes Automatic Increase Limit Percentage(if applicable)

**Business Income actual loss sustained for 12 months included subject to policy provisions.

Deductibles (Apply Per Location, Per Occurrence)

Prem. No.	Property Deductible	Windstorm Or Hail Percentage Deductible

SOCIETY INSURANCE, A MUTUAL COMPANY

150 Camelot Drive P.O. Box 1029, Fond du Lac, WI 54936-1029

BUSINESSOWNERS DECLARATION

POLICY NO: BP23036442-0 INSURED: Gerbers Pub of Kenosha Inc
--

EFFECTIVE DATE: 12/12/2023 AGENT: Guy Viti Insurance Agency Inc
--

(Location 1, Building 1)	\$	1,000	N/A	%
--------------------------	----	-------	-----	---

Equipment Breakdown Protection Coverage Deductibles		
Prem. No.	Bldg. No.	Deductible
1	1	\$ 1,000

Additional Coverages – Optional Higher Limits/Extended Number Of Days (Per Policy)			
Coverage	Additional Premium	Limit Of Insurance/Extended Number Of Days	Deductible
Extended Business Income – Extended Number Of Days	\$ 0	60	

SECTION II – LIABILITY AND MEDICAL EXPENSES

Each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to the Businessowners Liability Coverage Form and any attached endorsements.

Coverage	Limit Of Insurance
Liability And Medical Expenses	\$ 1,000,000 Per Occurrence
Medical Expenses	\$ 1,000 Per Person

SOCIETY INSURANCE, A MUTUAL COMPANY

150 Camelot Drive P.O. Box 1029, Fond du Lac, WI 54936-1029

BUSINESSOWNERS DECLARATION

POLICY NO: BP23036442-0 INSURED: Gerbers Pub of Kenosha Inc
--

EFFECTIVE DATE: 12/12/2023 AGENT: Guy Viti Insurance Agency Inc
--

Coverage	Limit Of Insurance
Damage To Premises Rented To You	\$ 100,000 Any One Premises
Other Than Products/Completed Operations Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000

TOTAL BUSINESSOWNERS POLICY PREMIUM	\$ 115
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TOTAL PREMIUM	\$ 115.00
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FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE: See Forms Schedule NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.
--

SOCIETY INSURANCE, A MUTUAL COMPANY

150 Camelot Drive P.O. Box 1029, Fond du Lac, WI 54936-1029

BUSINESSOWNERS LIABILITY DECLARATION

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:
1 719 50th St, Kenosha, WI 53140 3336

LOC	CLASSIFICATION	CODE	PREMIUM BASIS	EXPOSURE	PMS RATE	PDTS RATE	OTHER RATE	PD DED APPLIES
1	Restaurants - with sale of alcoholic beverages that are 75% or more of the total annual receipts of the restaurants - bar service only/no tables - without dance floor	16941	Square Footage	1,000	3.12	0.243		
1	Liquor Sales Over 75%, Within City With Population Less Than 20K, No Entertainment	58161	Gross Sales	100,000			1.093	

TOTAL BUSINESSOWNERS LIABILITY PREMIUM	\$	496
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TOTAL PREMIUM	\$	496
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FORMS AND ENDORSEMENTS

APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

SOCIETY INSURANCE, A MUTUAL COMPANY

150 Camelot Drive P.O. Box 1029, Fond du Lac, WI 54936-1029

BUSINESSOWNERS PACKAGE POLICY

PREMIUM SUMMARY

TOTAL BUSINESSOWNERS PREMIUM	\$	115
BALANCE TO MINIMUM BUSINESSOWNERS PREMIUM	\$	385
TOTAL BUSINESSOWNERS LIABILITY PREMIUM	\$	496
TOTAL SURCHARGE	\$	0
TOTAL BUSINESSOWNERS PACKAGE POLICY PREMIUM	\$	996

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY

SOCIETY INSURANCE, A MUTUAL COMPANY

150 Camelot Drive P.O. Box 1029, Fond du Lac, WI 54936-1029

FORMS SCHEDULE

POLICY NO: BP23036442-0

ACCOUNT NUMBER:

20052

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

000

Gerbers Pub of Kenosha Inc 719 50th St Kenosha, WI 53140-3336

Guy Viti Insurance Agency Inc 445 Sheridan Rd Highwood, IL 60040
--

POLICY PERIOD: FROM 12/12/2023 TO 12/12/2024 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

NOTE: IF NO ENTRY APPEARS ON THE FOLLOWING ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

BUSINESSOWNERS POLICY FORMS	
BP0127 11-18	Wisconsin Changes
BP0417 01-10	Employment-Related Practices Exclusion
BP0448 07-13	Additional Insured - Designated Person Or Organization
BP0489 01-10	Liquor Liability Coverage
BP0515 12-20	Disclosure Pursuant To Terrorism Risk Insurance Act
BP1505 05-14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included
TBP453 11-16	Water Backup And Sump Overflow
TSA710 10-18	TopShelf Extension Endorsement for Association Members
TBP9 10-08	Businessowners Common Policy Conditions
TBP84 05-15	Property Enhancement Endorsement Green Environmental and Energy Efficiency Improvements
TBP6 05-15	Businessowners Liability Coverage Form
TBP440 08-17	Asbestos - Exclusion
TBP2109 12-15	Exclusion - Unmanned Aircraft
TBP12 05-15	Product Spoilage
TBP2 05-15	Businessowners Special Property Coverage Form

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM INFORMATION SECURITY PROTECTION ENDORSEMENT

A. Section I – Property is amended as follows:

1. Paragraph **B.1.a. Ordinance Or Law** Exclusion does not apply to owner-occupied residential premises of three (3) or four (4) apartment units.

2. The following exclusion and related provisions are added to Paragraph **B.2. Exclusions**:

a. We will not pay for loss or damage arising out of any act committed:

- (1) By or at the direction of any insured; and
- (2) With the intent to cause a loss.

b. However, this exclusion will not apply to deny coverage to an insured who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this Policy and:

- (1) The loss arose out of an act or pattern of abuse or domestic abuse; and
- (2) The perpetrator of the loss is criminally prosecuted for the act or acts causing the loss.

c. If we pay a claim pursuant to Paragraph **2.b.**, our payment to the innocent insured is limited to that insured's ownership interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

3. Paragraph **E.4. Legal Action Against Us** Property Loss Condition is replaced by the following:

No one may bring action against us under this insurance unless the action is brought within two years after the date on which the direct physical loss or damage occurred.

4. The following is added to Paragraph **E.5. Loss Payment** Property Loss Condition:

i. When this Policy insures real property in Wisconsin which is owned and occupied by you primarily as a dwelling, and the property is wholly destroyed, we will pay the Limit of Insurance that applies to such property.

j. If a municipality, which is a first class city, has elected to apply the provisions of Wis. Stat. Ann. Secs. 632.10 through 632.104, a part of our payment to your covered real property in that municipality will be withheld if the loss or damage is subject to these provisions.

(1) The withheld amount will be paid in accordance with the law, to the following:

- (a) The municipality where the covered property is located;
- (b) You and any other interest named in the Declarations; or
- (c) The mortgageholder, if any.

However, we will not pay more than the amount of loss payable under this Policy.

(2) Within 10 days after withholding the required amount, we will give written notice of the withholding to the following:

- (a) The building inspection official of the municipality where the covered property is located;
- (b) You;
- (c) Any mortgageholder and any other lienholder who has an existing lien against the property and is named in the Declarations; and
- (d) The court in which judgment was entered if the final settlement was determined by judgment.

- (3) We will not be liable in any cause of action, nor may any liability be imposed on us, arising from the payment, withholding or transferring of all or any portion of a final settlement in accordance with Wis. Stat. Ann. Secs. 632.10 through 632.104.

B. Section II – Liability is amended as follows:

Paragraph **E.3. Legal Action Against Us** Liability And Medical Expenses General Condition does not apply.

C. Section III – Common Policy Conditions is amended as follows:

1. Paragraph **A. Cancellation** is amended as follows:

a. Paragraph **2.** is replaced by the following:

2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this Policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this Policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph **7.** below, we may cancel this Policy only for one or more of the following reasons:

- a. The Policy was obtained by material misrepresentation;
- b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the Policy;
- c. There have been substantial breaches of contractual duties, conditions or warranties; or
- d. Nonpayment of premium.

If this Policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

- b. The following paragraph is added:

7. Anniversary Cancellation

If this Policy is written for a term of more than one year or has no fixed expiration date, we may cancel this Policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the Policy. Such cancellation will be effective on the Policy's anniversary date.

We may cancel this Policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the Policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

2. The following paragraph is added:

M. Rescission

1. We may rescind this Policy because of the following:

- a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Policy, if the person knew or should have known that the representation was false;
- b. Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Policy;
- c. Failure of a condition before a loss if such failure exists at the time of loss; or
- d. Breach of a promissory warranty if such breach exists at the time of loss.

2. We may not rescind this Policy:

- a. For the reasons in Paragraphs **M.1.a.** and **M.1.b.** unless:
 - (1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or



Michael Callovi <mcallovi@kenosha.org>

Re: Application for Outdoor Cafe Permit

1 message

Ralph Nichols <rnicols@kenosha.org>
To: Michael Callovi <mcallovi@kenosha.org>

Thu, Mar 21, 2024 at 4:10 PM

Good afternoon Michael,
I have looked over the request for an outdoor cafe' for Champions Sports Bar and I find no code issues with the submitted set up sent in. If you have any questions please let me know. Thank you
Sincerely

Ralph Nichols

On Wed, Mar 20, 2024 at 1:38 PM Ralph Nichols <rnicols@kenosha.org> wrote:
Will do.

On Wed, Mar 20, 2024, 10:06 AM Richard Kath <rkath@kenosha.org> wrote:
Ralph - please review and email back to Mike. In the past we just check these to check that egress in and out of the building is not blocked.

Thanks

Richard Kath
Supervisor
Residential Building & HVAC Inspector
Department of City Inspections

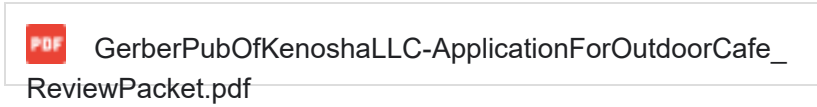
----- Forwarded message -----

From: **Michael Callovi** <mcallovi@kenosha.org>
Date: Wed, Mar 20, 2024 at 9:59 AM
Subject: Application for Outdoor Cafe Permit
To: Bryan Charbogian <bcharbogian@kenosha.org>, Wilke, Brian <bwilke@kenosha.org>, Richard Kath <rkath@kenosha.org>, Gregory Holverson <gholverson@kenosha.org>, Jacob Waldschmidt <jwaldschmidt@kenosha.org>, Kelly M. Andreol <kma360@kenoshapolice.com>, Bill Siel <district2@kenosha.org>
Cc: Gregory Boldt <gboldt@kenosha.org>, Julia Heiser <jheiser@kenosha.org>

Good morning, Staff,

Please find attached a link to the review application for an Outdoor Cafe Permit Application for Gerber Pub of Kenosha, LLC (Champions Sports Bar). Please perform your reviews and return any written comments to me by the close of business on Wednesday April 3.

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



-Mike
Michael Callovi
Planning Technician
City Development
625 52nd Street - Room 308
Kenosha, WI 53140
mcallovi@kenosha.org

262-653-4032



--

Ralph Nichols,
Building Inspector II
Department of City Inspections
City of Kenosha
625 52nd Street, Room 100
Kenosha, Wi 53140
rnichols@kenosha.org
Phone: 262-653-4254



Michael Callovi <mcallovi@kenosha.org>

Re: [External Email] Application for Outdoor Cafe Permit

1 message

Gregory Holverson <gholverson@kenosha.org>

Wed, Mar 20, 2024 at 11:17 AM

To: Michael Callovi <mcallovi@kenosha.org>

Cc: Gregory Boldt <gboldt@kenosha.org>

Mike,

PWs ok if applicant can add note on plan on graph paper that the 6 foot table includes outer limit of seating.

Greg Holverson

Assistant City Engineer

Roadway / Facilities

Public Works: Engineering

Direct: (262) 653-4152

Cell: (262) 287-4700



On Wed, Mar 20, 2024 at 10:20 AM Andreoli, Kelly M. <kma360@kenoshapolice.com> wrote:

No adverse recommendations from Inspector Labatore from KPD.

Kelly M. Andreoli

Office Manager

Kenosha Police Department

(262) 605-5237

kma360@kenoshapolice.com

Respect Integrity Service Excellence



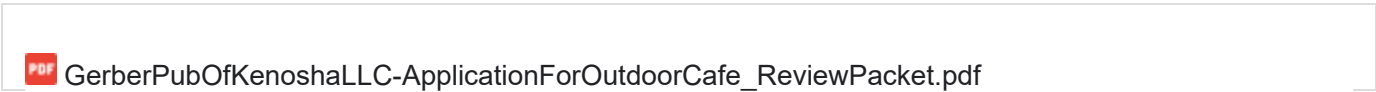
From: Michael Callovi <mcallovi@kenosha.org>
Sent: Wednesday, March 20, 2024 9:58 AM
To: Bryan Charbogian <bcharbogian@kenosha.org>; Wilke, Brian <bwilke@kenosha.org>; Richard Kath <rkath@kenosha.org>; Gregory Holverson <gholverson@kenosha.org>; Jacob Waldschmidt <jwaldschmidt@kenosha.org>; Andreoli, Kelly M. <kma360@kenoshapolice.com>; Alderman District 2 <district2@kenosha.org>
Cc: Gregory Boldt <gboldt@kenosha.org>; Julia Heiser <jheiser@kenosha.org>
Subject: [External Email] Application for Outdoor Cafe Permit

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Staff,

Please find attached a link to the review application for an Outdoor Cafe Permit Application for Gerber Pub of Kenosha, LLC (Champions Sports Bar). Please perform your reviews and return any written comments to me by the close of business on Wednesday April 3.

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



-Mike

Michael Callovi

Planning Technician

City Development

625 52nd Street - Room 308

Kenosha, WI 53140

mcallovi@kenosha.org

262-653-4032





Michael Callovi <mcallovi@kenosha.org>

Re: Application for Outdoor Cafe Permit

1 message

Jacob Waldschmidt <jwaldschmidt@kenosha.org>
To: Michael Callovi <mcallovi@kenosha.org>

Thu, Mar 21, 2024 at 7:30 AM

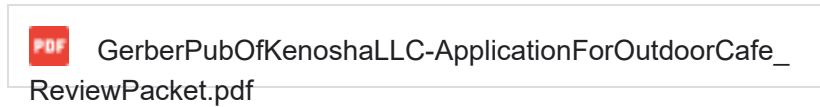
No adverse recommendations or holds for [719 50th St](#) from Kenosha Fire Department.

On Wed, Mar 20, 2024 at 9:59 AM Michael Callovi <mcallovi@kenosha.org> wrote:

Good morning, Staff,

Please find attached a link to the review application for an Outdoor Cafe Permit Application for Gerber Pub of Kenosha, LLC (Champions Sports Bar). Please perform your reviews and return any written comments to me by the close of business on Wednesday April 3.

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



-Mike

Michael Callovi

Planning Technician

City Development

625 52nd Street - Room 308

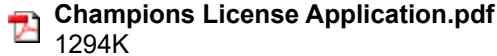
Kenosha, WI 53140

mcallovi@kenosha.org

262-653-4032



--
Jacob Waldschmidt
Division Chief-Fire Prevention Bureau
Kenosha Fire Department
262-945-0567





Michael Callovi <mcallovi@kenosha.org>

RE: [External Email] Application for Outdoor Cafe Permit

1 message

Andreoli, Kelly M. <kma360@kenoshapolice.com> Wed, Mar 20, 2024 at 10:20 AM
To: Michael Callovi <mcallovi@kenosha.org>, Bryan Charbogian <bcharbogian@kenosha.org>, "Wilke, Brian" <bwilke@kenosha.org>, Richard Kath <rkath@kenosha.org>, Gregory Holverson <gholverson@kenosha.org>, Jacob Waldschmidt <jwaldschmidt@kenosha.org>, Alderman District 2 <district2@kenosha.org>
Cc: Gregory Boldt <gboldt@kenosha.org>, Julia Heiser <jheiser@kenosha.org>

No adverse recommendations from Inspector Labatore from KPD.

Kelly M. Andreoli

Office Manager

Kenosha Police Department

(262) 605-5237

kma360@kenoshapolice.com

Respect Integrity Service Excellence



From: Michael Callovi <mcallovi@kenosha.org>
Sent: Wednesday, March 20, 2024 9:58 AM
To: Bryan Charbogian <bcharbogian@kenosha.org>; Wilke, Brian <bwilke@kenosha.org>; Richard Kath <rkath@kenosha.org>; Gregory Holverson <gholverson@kenosha.org>; Jacob Waldschmidt <jwaldschmidt@kenosha.org>; Andreoli, Kelly M. <kma360@kenoshapolice.com>; Alderman District 2 <district2@kenosha.org>
Cc: Gregory Boldt <gboldt@kenosha.org>; Julia Heiser <jheiser@kenosha.org>
Subject: [External Email] Application for Outdoor Cafe Permit



Michael Callovi <mcallovi@kenosha.org>

Re: Application for Outdoor Cafe Permit

1 message

Bill Siel <district2@kenosha.org>

Wed, Mar 20, 2024 at 6:12 PM

To: Michael Callovi <mcallovi@kenosha.org>

Cc: Bryan Charbogian <bcharbogian@kenosha.org>, "Wilke, Brian" <bwilke@kenosha.org>, Richard Kath <rkath@kenosha.org>, Gregory Holverson <gholverson@kenosha.org>, Jacob Waldschmidt <jwaldschmidt@kenosha.org>, "Kelly M. Andreol" <kma360@kenoshapolice.com>, Gregory Boldt <gboldt@kenosha.org>, Julia Heiser <jheiser@kenosha.org>

I support this outdoor cafe permit application for Gerber Pub Kenosha, LLC.

Bill Siel

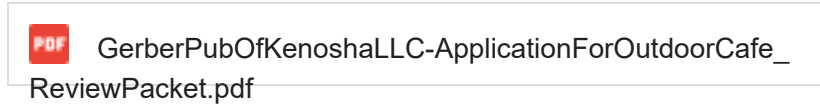
2nd District Alderperson

On Wed, Mar 20, 2024 at 9:59 AM Michael Callovi <mcallovi@kenosha.org> wrote:

Good morning, Staff,

Please find attached a link to the review application for an Outdoor Cafe Permit Application for Gerber Pub of Kenosha, LLC (Champions Sports Bar). Please perform your reviews and return any written comments to me by the close of business on Wednesday April 3.

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



-Mike

Michael Callovi

Planning Technician

City Development

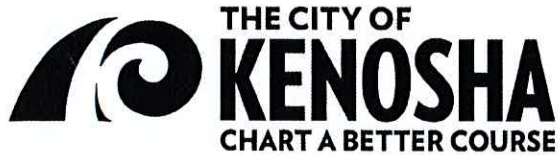
625 52nd Street - Room 308

Kenosha, WI 53140

mcallovi@kenosha.org

262-653-4032





PERMANENT OUTDOOR EXTENSION

CLK210 (rev. 06/23)
CITY ORDINANCE 10.075

Class "B", "Class B", and/or "Class C" License(s)

Fee: \$150.00

OFFICE USE ONLY	
DATE FILED:	3/19/24
INITIALS:	JH
SCANNED TO CD/KPD	_____
WAIVER? YES NO - IF YES	_____
14 DAY WAITING PERIOD TO SEND NOTICES TO PROPERTY OWNERS	
NOTICES SENT	_____
LP:	418
CC:	415
APPLICANT NOTIFIED:	X

Licensee/Applicant: CHURCH AND MARKET 701 LLC District #: 2
(Must Be Same Name As Beer/Liquor License - CORPORATION, PARTNERSHIP, OR INDIVIDUAL)

Business Name: CHURCH AND MARKET Business Address: 701-567051

Contact Person: RICK A KANAKOSKAS Email: RIKKANOSKAS@comcast.com
FIRST M.I. LAST (Correspondence Will Be Via Email)

Phone: 262 496-7009 Type of activity in the outdoor extension: SEATING + DINING

A detailed map (site plan) of the outdoor extension is required. **Map Attached**
IF ASSISTANCE IS NEEDED, CONTACT MIKE CALLOVI (CITY DEVELOPMENT) AT 653-4032 TO SCHEDULE AN APPOINTMENT. (SEE SAMPLE SITE PLAN ATTACHED TO THIS APPLICATION.)

- Hours for outdoor extensions are 8:00 AM to 10:00 PM.
You may request to change these hours to 8:00 AM to 12:00 AM. **Application (CLKCH1) Attached** **N/A**
- Will a fence between four (4') feet and six (6') feet high surround the outdoor extension? **Yes – Attach Fence Permit Application** **Attached -or- Area Was Previously Licensed And There Is An Existing Fence** **No – Complete Waiver Request** **Attached**

IF ASSISTANCE IS NEEDED REGARDING ANSWERS TO ZONING QUESTIONS BELOW, CONTACT MIKE CALLOVI (CITY DEVELOPMENT) AT 653-4032 TO SCHEDULE AN APPOINTMENT.

- Does the outdoor extension lie within a single family residentially zoned area?
 No **Yes – Complete Waiver Request** **Attached**
- Is the outdoor extension within twenty-five (25') feet of any single family dwelling? **No – Outdoor Extension is not within twenty-five (25') feet of a single family dwelling. No waiver required.**
 Yes the outdoor extension is within twenty-five (25') ft of a single family dwelling—Is the dwelling occupied by the applicant and/or his or her immediate family and no others? If Yes - No waiver required.
If the single family dwelling is not occupied by the applicant or family, is the single family dwelling zoned B-1, B-2, B-3 or B-4? If Yes - No waiver required. If No.....
 Outdoor extension is within twenty-five (25') feet of any single family dwelling and is not zoned B-1, B-2, B-3 or B-4 or is not occupied by the applicant and/or his or her immediate family and no others - **Complete Waiver Request** **Attached**

IF THIS APPLICATION IS ACCOMPANIED BY A WAIVER REQUEST IT MUST BE FILED NO LATER THAN FOURTEEN (14) DAYS BEFORE FINAL ACTION OF THE COMMON COUNCIL.

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 member may sign.)

[Signature] 3-19-24
Individual/Partner/Member Signature Date Partner/Member Signature Date

FOR CITY DEVELOPMENT STAFF USE ONLY

VERIFICATION BY CITY DEVELOPMENT:

Zoning Classification: B-3 If SFR, choose: **Waiver** 2 (Restaurant), 3 (Outdoor Dining)

The outdoor extension sought is ±1140 ft from any single-family dwelling.

If less than 25ft from single family, choose:

Waiver 1 (Institutional), 2 (Restaurant), 3 (Outdoor Dining), **or**

N/A because the single family dwelling is zoned B-1, B-2, B-3, B-4, **or**

N/A because the dwelling within twenty-five (25') feet of the outdoor area boundary is occupied by the applicant and/or immediate family and no others (in accordance with 10.075 D.1.b.)

The outdoor extension has a boundary:

within 750 ft of any residentially zoned property.

Live music/entertainment is allowed in outdoor extension 10:00 AM to 10:00 PM with a cabaret license. (Amplified music is allowed without a cabaret license subject to the same time restrictions.)

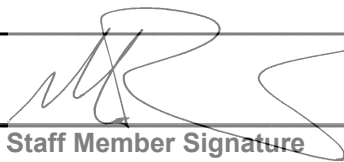
greater than 750 ft of any residentially zoned property.

Live music/entertainment is allowed in outdoor extension 10:00 AM to 1:00 AM (or earlier in accordance with the closing time of the outdoor extension) with a cabaret license. (Amplified music is allowed without a cabaret license subject to the same time restrictions.)

Review Findings:

Conforms to §10.075 D

Does not Conform to §10.075 D

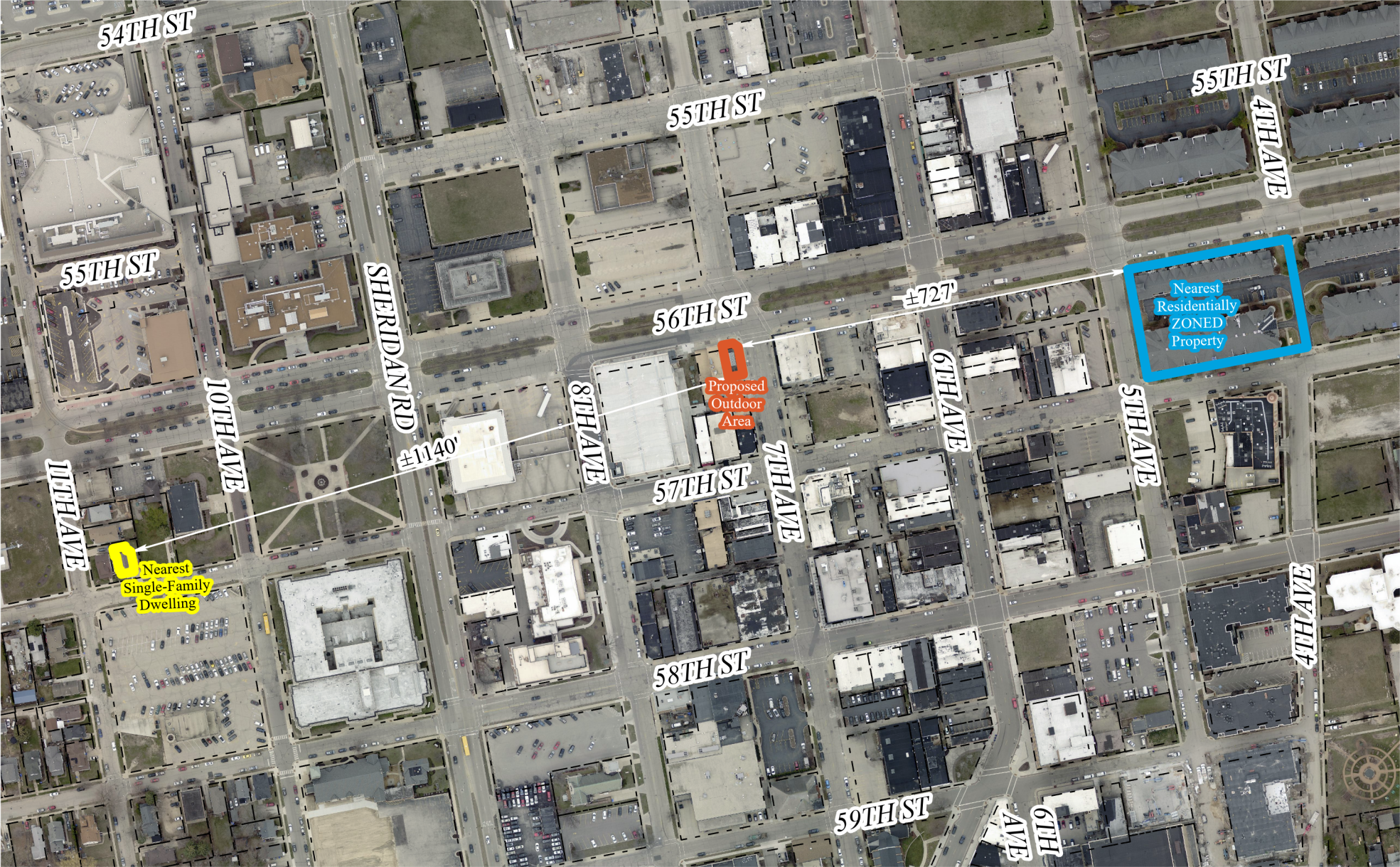


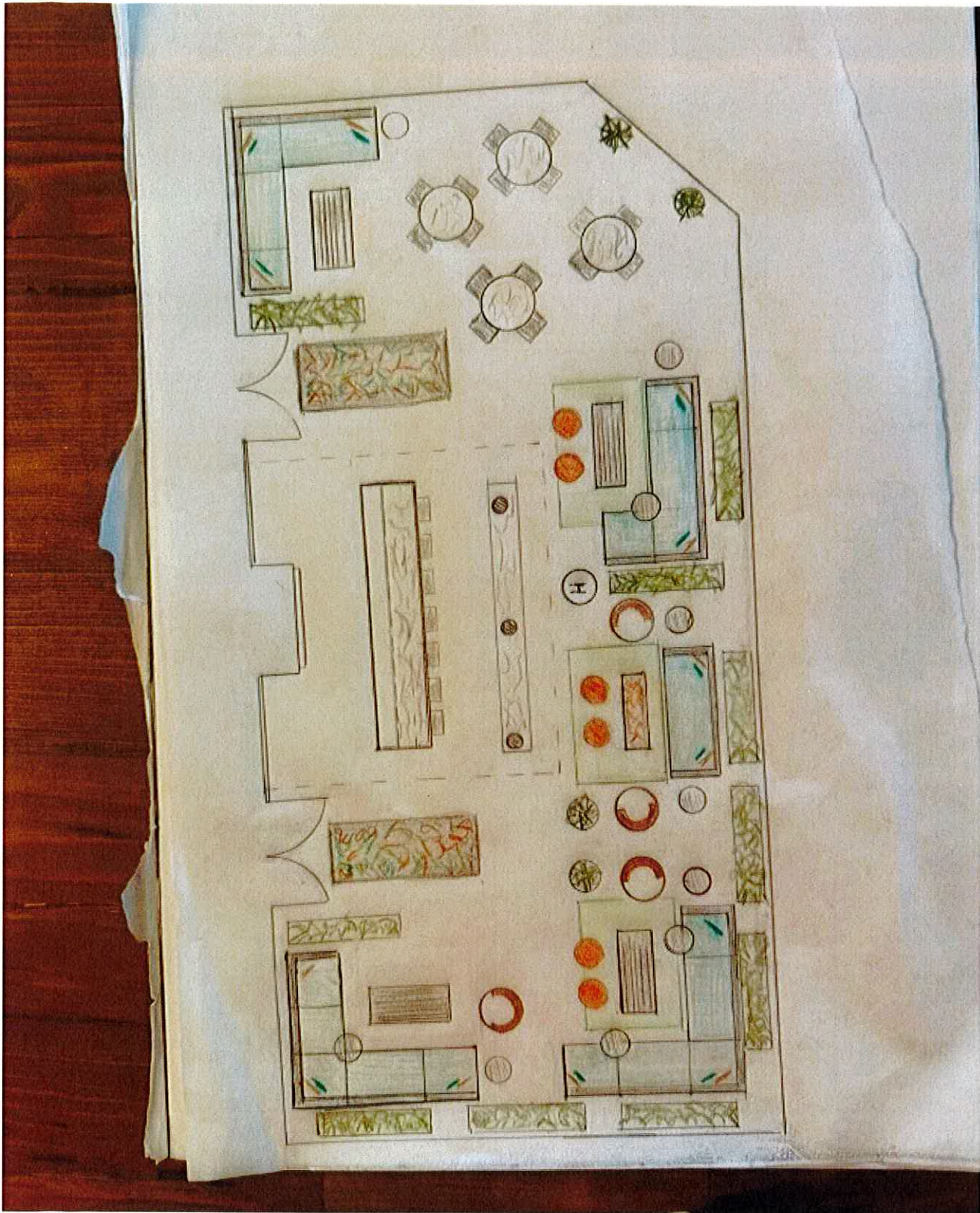
CD Staff Member Signature

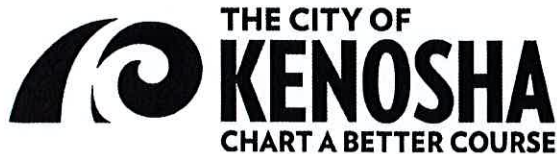
March 20, 2024

Date

Vicinity Map







REQUEST TO CHANGE CLOSING HOURS

CLKCH1 (rev. 11/17)

CITY ORDINANCE 5.046 & 10.075 & 10.076

Change closing hours to 12:00 AM TO 8:00 AM

Outdoor Extension Outdoor Dining Area with Extension Outdoor Cafe

Licensee Name: CHURCH AND MARKET 701 LLC
CORPORATION, PARTNERSHIP, OR INDIVIDUAL

Trade Name: CHURCH AND MARKET

Trade Address: 701-56th St 33140 District #: 2
STREET ZIP

Contact Person: RICK A KAVALOVSKAS
FIRST M.I. LAST

Phone: 262-496-7009 Email: RICKOVSS@GMAIL.COM
(Correspondence Will Be Via Email If Address Is Given)

The undersigned is hereby applying for a change of the closing hours of the outdoor extension of the Class "B" Beer, "Class B" Liquor, and/or "Class C" Wine license(s) in accordance with §10.075 of the Code of General Ordinances to 12:00 AM to 8:00 AM.

In making this application, I understand that amplified music or sound shall not be allowed after 10:00 PM.

[Signature] 3-19-24
Individual/Partner/Member Signature Date Partner/Member Signature Date



OFFICE USE ONLY	
DATE FILED:	3/28/24
INITIALS:	JH
PP TAX DUE:	Yes No
ADVERSE:	Yes No
LP:	4/8
CC:	4/15
LETTER:	

RECYCLING CENTER ACTIVITY
CLK160 (rev. 11/17)
 CITY ORDINANCE 13.011

Fee: \$350.00 Expires: April 30, 2024 New Renewal

Licensee: PRC, INC. District #: 12
CORPORATION, PARTNERSHIP, OR INDIVIDUAL

Trade Name: PARISE RECYCLING CENTER Trade Address: 6425-27th AVE 53143
STREET ZIP

Phone Number: 262-656-0772 Email Address: JPOPPY121@GMAIL.COM
(Correspondence Will Be Via Email If Address Is Given)

List for individual, each partner, or each corporate officer (MUST BE 18 YEARS OF AGE OR OLDER):

- a) Full Name: JAMES PARISE DOB: [REDACTED]
 Address: 4323 6th AVE KENOSHA, WI 53140 Phone: 262-656-0772
STREET CITY STATE ZIP
- b) Full Name: _____ DOB: 1 1
 Address: _____ Phone: _____
STREET CITY STATE ZIP
- c) Full Name: _____ DOB: 1 1
 Address: _____ Phone: _____
STREET CITY STATE ZIP

1. Attach a sketch of the actual premises to be used in connection with the business to be licensed, giving distances in feet and showing fire lanes, property lines, buildings, and abutting roads, particularly identifying the recycling center yard. **Attached**
2. Attach a description of the type of construction of any building and structure to be used in connection with the licensed business; a sketch showing the location of such buildings or structures on the business premises, with respect to their distance from roads and fire lanes and a diagram or plan giving distances and heights, showing floors, exits, entrances, windows, ventilators and walls. **Attached**
3. Attach a description of any equipment or machinery which will be utilized to process recycling center material. **Attached**
4. Attach a description of any motor vehicles which will be used to collect or haul recycling center material in the operation of licensed business, including their V.I.N, D.M.V. and L.C. numbers, where applicable. **Attached** *N/A*
NONE ALL SHIPPING IS CONDUCTED VIA CONTRACT.
5. Attach proof of insurance/financial responsibility for all motor vehicles which will be utilized in the operation of the licensed business, in accordance with the requirements of State law. **Attached**
NONE / NO VEHICLES Recycling Center Activity, Page 1

6. Attach proof of current registration of all motor vehicles to be used in the course of performing licensed activities. ~~X~~ Attached N/A
7. Attach a list of all persons who will operate motor vehicles in the course of performing licensed activities. List must include name (first, middle initial, last), date of birth, and driver's license number. ~~Attached~~ N/A
(POLICE DEPT. MUST VERIFY THAT THEY POSSESS A VALID AND APPROPRIATE WISCONSIN D.L.)
8. Each sole proprietor, partner and corporate officer must fill out and attach "Applicant's Report of Police Record". (The police department will verify the information provided and forward their report to the City Attorney who will make a recommendation as to whether or not said individual(s) are of sufficient moral character and business responsibility to be entitled to the privilege of being awarded a license). ~~Attached~~
9. Have you obtained from the City Clerk a current copy of §13.01 of the Code of General Ordinances entitled "Scrap Salvage Dealers and Scrap Salvage Collectors"? 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 NONCOMPLIANCE THEREWITH).

10. Have you ever previously applied for and been denied the license herein applied for? Yes No
If yes, explain: _____
11. Have you ever held the license applied for and had it suspended or revoked? Yes No
If yes, explain: _____

PLEASE NOTE: IF THIS APPLICATION AND/OR ATTACHMENTS CONTAIN STATEMENTS OR INFORMATION WHICH IS NOT TRUE, CORRECT AND COMPLETE IN ALL MATERIAL RESPECTS, THIS LICENSE MAY BE DENIED, YOU MAY BE SUBJECT TO CRIMINAL OR CIVIL PENALTIES AND YOUR LICENSE, IF GRANTED, MAY BE DELAYED IN ISSUANCE FOR THIRTY (30) DAYS.

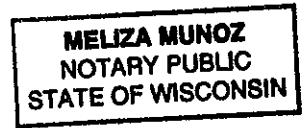
The undersigned, being first duly sworn on oath, deposes and says that (he/she is) (they are) the applicant(s) named in the foregoing application; that (he/she has) (they have) read each and every question and answered each and every questions truly, correctly and completely, under penalty of law for failure to do so.

<u>[Signature]</u>	<u>3/21/24</u>	_____	_____
Individual/Partner/Member Signature	Date	Partner/Member Signature	Date
_____	_____	_____	_____
Individual/Partner/Member Signature	Date	Partner/Member Signature	Date

Subscribed and sworn to before me this 21ST day of MARCH, 2024.

[Signature]
Notary Public

Commission Expires: 11/19/2024



INDICATES NEW 6'-0" HIGH CHAIN LINK FENCE W/ PRIVACY SLATS...

masonry building



134'

NEW 6" POURED CONC. SLAB W/ 6x6 WIRE MESH OVER 6" COMPACTED CRUSHED STONE BASE

YARD

CUT PAIR OF 10"-8" WIDE x 18'-0" HIGH OPENINGS IN EXISTING MASONRY WALL... PROVIDE W8x18 LINTEL W/ 5/16" THICK BOTTOM PLATE OVER OPENING... BEAR NEW LINTEL MIN. OF 6" ONTO CONC. FILLED CMU CORES...

masonry building

6425 - 27th AVE

134'

found iron pipe marker at 0.5' west of property corner

INDICATES EXISTING CONCRETE APRON TO BE REMOVED AND NEW GRASS TO BE PLANTED... PATCH OUT CONC. CURB TO MEET AND MATCH EXISTING CURB TO NORTH...

27th Avenue

NEW 6" THICK POURED CONCRETE APRON...

REMOVE EXISTING CONCRETE APRON AND PROVIDE NEW 5" THICK POURED CONCRETE APRON...

INDICATES EXISTING CONCRETE APRON TO BE REMOVED AND NEW GRASS TO BE PLANTED... PATCH OUT CONC. CURB TO MEET AND MATCH EXISTING CURB TO SOUTH...

existing drainage manhole

FIRE LANE

concrete alley

145'



PROPOSED SITE PLAN

SCALE: 1" = 30'-0"

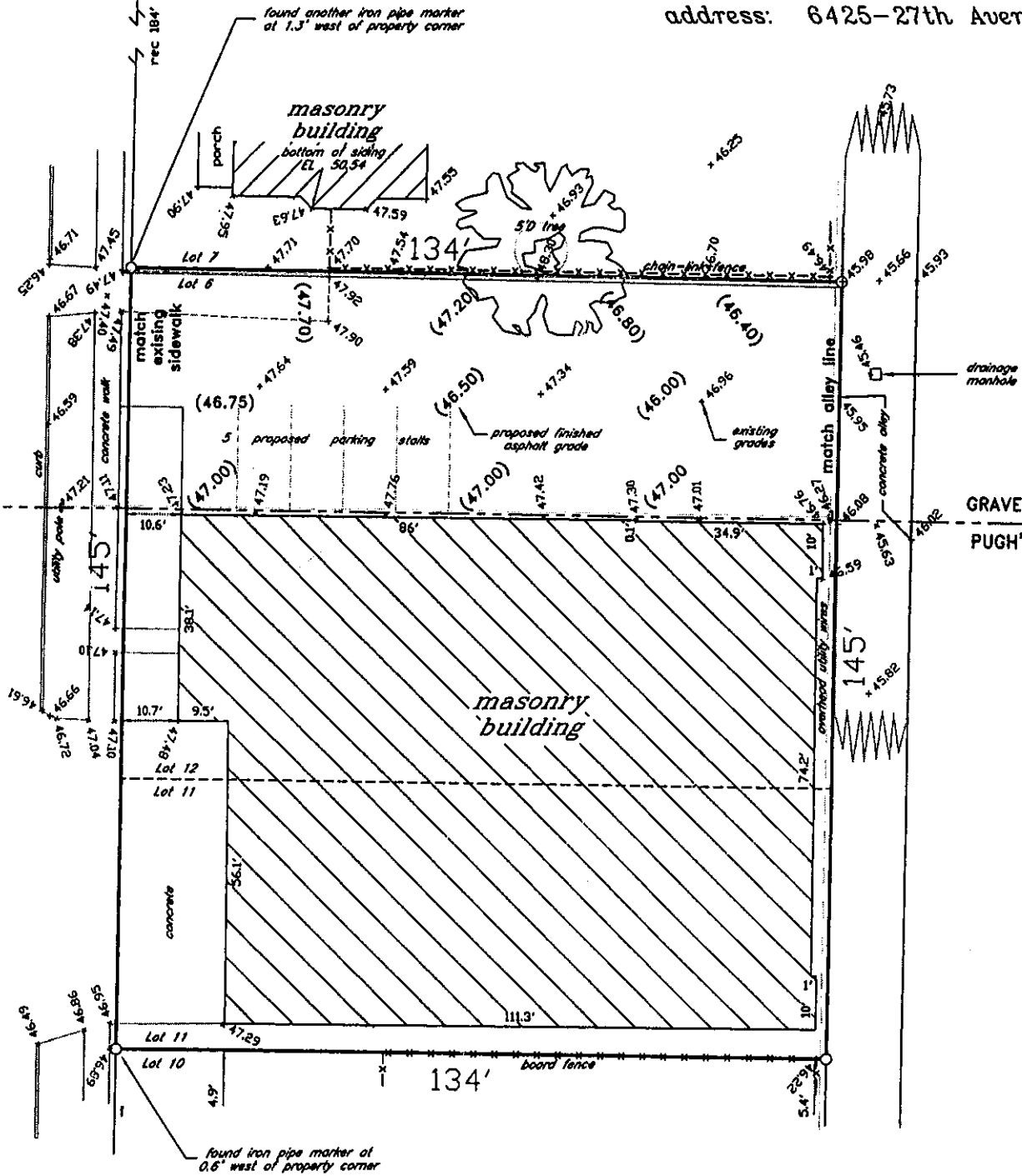
64th Avenue

denotes iron pipe marker found (unless noted)

Elevations shown hereon, refer to the City of Kenosha Engineering Department Datum.

address: 6425-27th Avenue

27th Avenue (cont. r.12)



GRAVE'S SUBDIVISION
PUGH'S SUBDIVISION

Scale
1" = 30'



Refer to a current title report for a complete legal description and for easements or restrictions which may affect this site; specifically those not shown on the recorded subdivision plat.

tax key parcel no.: 01-122-01-162-035

Plat of Survey of

LP ITEM 11.a
Common Council Agenda Item C.9.

LOT 6 BLOCK 8

List of Equipment and Machinery

Taylor American made RD 16+ Used Beverage Container (UBC) condenser/briquette. This machine condenses UBCs into dense bricks for palletization and shipping.

3-Vertical Balers for various materials. These machines compact material for shipping such as cardboard, insulated wire, painted aluminum (siding), and other compactible recycling materials.

2-mechanical and hydraulic shears. These machines shear material into appropriate sizes for shipping convenience efficiency.

We also use various power and hand tools in the breakdown of specific metal goods as needed. For example: saws, wrenches, hammers, etc.



APPLICANT'S REPORT – POLICE RECORD
 CLK001 (rev. 08/17)

Last Name: PARISE First Name: JAMES MI: A
(NOTE: Name Must Appear Exactly As It Appears On Driver's License Or State ID)

Home Address: 4323-6TH AVE KENOSHA WI 53140
STREET CITY STATE ZIP

Date of Birth: [REDACTED] Driver's License #: WI [REDACTED]
STATE NUMBER

License Applied For: RECYCLING CENTER ACTIVITY

PLEASE NOTE: You may purchase a copy of your record for \$0.50 per page at the Records Department in the Public Safety Building, 1000-55th St. Additionally, check the WI Circuit Court Access website to obtain your circuit court records. Note: You must write your tickets, charges, citations, or offenses on the application. Do not attach copies of records.

1. Have you ever received any tickets or been charged with any crimes or felonies in any state? Yes No
 If yes, provide: Charge, State, Date, Result (Include pending charges.)
 (Examples: Speeding, WI, 5/8/2012, Guilty | Theft, FL, 5/22/2014, Dismissed | DUI, WI, 6/30/2017, Pending)

CHARGE	STATE	DATE	RESULT
FAILURE TO MAKE A COMPLETE STOP	WI	50 YEARS ABO	SUSPENSION FOR NON-PAYMENT
SELLING TO A MINOR	WI	2003	PAID FINE

2. Have you ever had your driver's license suspended or revoked in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE
FAILURE TO MAKE A COMPLETE STOP	WI	50 YEARS ABO

3. Have you ever served or been sentenced to serve time in jail or prison in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE
/		

4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state? Yes No
 If yes, provide: Charge, State, Date, Result (Include pending charges.)

CHARGE	STATE	DATE	RESULT
/			

5. 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:

PRC 6425-27th AVE 20 YEARS

6. Have you lived at your current home address for the past (5) five years? Yes No
 If no, please list all addresses which you have resided at in the past (5) five years:

4323-6th AVE KENOSHA 43 YEARS

7. Do you, the applicant, understand that if any of the information provided is false, and/or incomplete, you may be subjected to the penalties specified in 1.22 of the Code of General Ordinances, which is printed on the bottom of this application. Yes No

[Signature]
INITIAL

8. Do you, the applicant, understand that if any of the information provided is false, and/or incomplete, the license may be denied? Yes No

[Signature]
INITIAL

[Signature] Applicant Signature 3/20/24 Date

1.22 LICENSE/PERMIT APPLICATIONS – CODE OF GENERAL ORDINANCES

A. Prohibition

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

B. Penalty

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

2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

The first Twenty-five (\$25) Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five (\$25) Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

Applicant's Report – Police Record, Page 2



OFFICE USE ONLY	
DATE FILED:	3/28/24
INITIALS:	JH
PP TAX DUE:	Yes No
ADVERSE:	Yes No
LP:	4/8
CC:	4/15
LETTER:	

SCRAP SALVAGE COLLECTOR
CLK162 (rev. 11/17)
 CITY ORDINANCE 13.01

Fee: \$ 75.00 Expires: April 30, 2029 New Renewal

Licensee: PRC, Inc District #: 12
CORPORATION, PARTNERSHIP, OR INDIVIDUAL

Trade Name: PARISE RECYCLING CENTER Trade Address: 6425-27TH AVE 53143
STREET ZIP

Phone Number: 262-656-0772 Email Address: JPOPPY121@GMAIL.COM
(Correspondence Will Be Via Email If Address Is Given)

List for individual, all partners, or each corporate officer (MUST BE 18 YEARS OF AGE OR OLDER):

- a) Full Name: JAMES A. PARISE DOB: [REDACTED]
 Address: 4323-6TH AVE KENOSHA WI 53140 Phone: 262-656-0772
STREET CITY STATE ZIP
- b) Full Name: N/A DOB: / /
 Address: _____ Phone: _____
STREET CITY STATE ZIP
- c) Full Name: N/A DOB: / /
 Address: _____ Phone: _____
STREET CITY STATE ZIP

1. Attach a photograph of all persons required to sign the application, taken within sixty (60) days immediately prior to the date of the filing of the application, which shall be at least 2 in. by 2 in., showing their head and shoulders in a clear and distinguishing manner. Attached
2. Attach a description of any motor vehicles which will be used to collect or haul "Scrap Salvage" in the operation of the licensed business, including their I.D., D.M.V. and L.C. numbers, where applicable. Attached
WE ONLY ACCEPT MATERIAL AT OUR FACILITY SHIPPING IS BY CONTRACTORS (OUTSIDE)
3. Attach proof of insurance/financial responsibility for all motor vehicles which will be utilized in the operation of the licensed business, in accordance with the requirements of WI laws. Attached
N/A
4. Is the name of the party to be licensed conspicuously and legibly printed on all motor vehicles to be used in the operation of the licensed business? (This does not include passenger automobiles which are also used to personal transportation).
 Yes No *Attach photographs indicating compliance with above or verification by Police Department.
 Attached
N/A

- 5. Are all motor vehicles to be used in the licensed business currently registered with the State Department of Transportation? Yes No (POLICE DEPARTMENT TO SUBMIT VERIFICATION) N/A
- 6. Attach a list of all persons who will operate motor vehicles in the course of performing licensed activities. List must include name (first, middle initial, last), date of birth, and driver's license number. Attached (POLICE DEPT. MUST VERIFY THAT THEY POSSESS A VALID AND APPROPRIATE WISCONSIN D.L.) N/A
- 7. Each sole proprietor, partner and corporate officer must fill out and attach "Applicant's Report of Police Record". (The Police Department will verify the information provided and forward their report to the City Attorney who will make a recommendation as to whether or not said individual(s) are of sufficient moral character and business responsibility to be entitled to the privilege of being awarded a license). Attached
- 8. Do you understand that you may obtain from the City Clerk or online at www.kenosha.org a current copy of §13.01 of the Code of General Ordinances entitled "Scrap Salvage Dealers and Scrap Salvage Collectors"? Yes

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

9. Have you ever previously applied for and been denied the license herein applied for? Yes No If yes, explain: _____

10. Have you ever held the license applied for and had it suspended or revoked? Yes No If yes, explain: _____

PLEASE NOTE: IF THIS APPLICATION AND/OR ATTACHMENTS CONTAIN STATEMENTS OR INFORMATION WHICH IS NOT TRUE, CORRECT AND COMPLETE IN ALL MATERIAL RESPECTS, THIS LICENSE MAY BE DENIED, YOU MAY BE SUBJECT TO CRIMINAL OR CIVIL PENALTIES AND YOUR LICENSE, IF GRANTED, MAY BE DELAYED IN ISSUANCE FOR THIRTY (30) DAYS.

The undersigned, being first duly sworn on oath, deposes 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 questions truly, correctly and completely, under penalty of law for failure to do so.

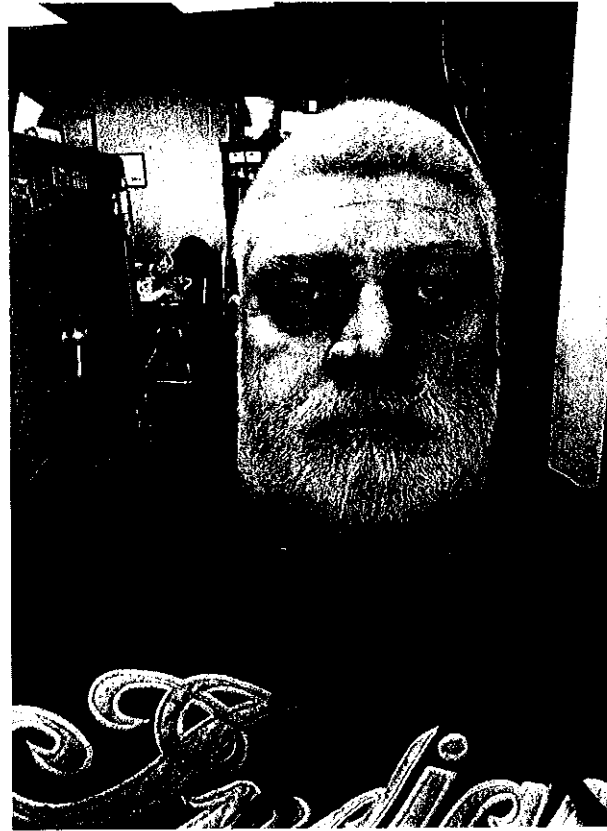
<p><u>[Signature]</u> <u>3/21/24</u> Individual/Partner/Member Signature Date</p>	<p>_____ Partner/Member Signature Date</p>
<p>_____ Individual/Partner/Member Signature Date</p>	<p>_____ Partner/Member Signature Date</p>

Subscribed and sworn to before me this 21ST day of MARCH, 2024.

[Signature]
 Notary Public



My Commission Expires: 11/19/2024



<https://mail.google.com/mail/u/0/?tab=rm&ogbl#inbox?proj...> 1/2



APPLICANT'S REPORT – POLICE RECORD
CLK001 (rev. 08/17)

Last Name: PARISE First Name: JAMES MI: A
(NOTE: Name Must Appear Exactly As It Appears On Driver's License Or State ID)

Home Address: 4323-6TH AVE KENOSHA WI 53140
STREET CITY STATE ZIP

Date of Birth: [REDACTED] Driver's License #: WI [REDACTED]
STATE

License Applied For: SCRAP, SALVAGE COLLECTOR
AND RECYCLING CENTER ACTIVITY

PLEASE NOTE: You may purchase a copy of your record for \$0.50 per page at the Records Department in the Public Safety Building, 1000-55th St. Additionally, check the WI Circuit Court Access website to obtain your circuit court records. Note: You must write your tickets, charges, citations, or offenses on the application. Do not attach copies of records.

1. Have you ever received any **tickets** or been charged with any **crimes** or **felonies** in any state? Yes No
 If yes, provide: Charge, State, Date, Result (Include pending charges.)

(Examples: Speeding, WI, 5/8/2012, Guilty | Theft, FL, 5/22/2014, Dismissed | DUI, WI, 6/30/2017, Pending)

CHARGE	STATE	DATE	RESULT
FAILURE TO MAKE A COMPLETE STOP	WI	50 YEARS A60	SUSPENSION FOR NON-PAYMENT
SELLING TO A MINOR	WI	2003	PAID FINE

2. Have you ever had your **driver's license** suspended or **revoked** in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE
FAILURE TO MAKE A COMPLETE STOP	WI	50 YEARS A60

3. Have you ever served or been sentenced to serve time in jail or prison in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state? Yes No
 If yes, provide: Charge, State, Date, Result (Include pending charges.)

CHARGE	STATE	DATE	RESULT

5. 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**:

PRC 6425-27th AVE 20 YEARS

6. Have you lived at your current home address for the **past (5) five years**? Yes No
 If no, please list all addresses which you have resided at in the past (5) five years:

4323-6th AVE KENOSHA 43 YEARS

7. Do you, the applicant, understand that if any of the information provided is false, and/or incomplete, you may be subjected to the penalties specified in 1.22 of the Code of General Ordinances, which is printed on the bottom of this application. Yes No

INITIAL

8. Do you, the applicant, understand that if any of the information provided is false, and/or incomplete, the license may be denied? Yes No

INITIAL

Applicant Signature

Date

1.22 LICENSE/PERMIT APPLICATIONS – CODE OF GENERAL ORDINANCES

A. Prohibition

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

B. Penalty

- 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days.
- 2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

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Applicant's Report – Police Record, Page 2



OFFICE USE ONLY	
DATE FILED: _____	
INITIALS: _____	
PP TAX DUE: Yes No	
ADVERSE: Yes No	
LP: _____ CC: _____	
LETTER: _____	

SCRAP SALVAGE DEALER
CLK161 (rev. 11/17)
 CITY ORDINANCE 13.01

Fee: \$ 350.00 Expires: April 30, _____ New Renewal

Licensee: Jantz Auto Sales, Inc District #: _____
CORPORATION, PARTNERSHIP, OR INDIVIDUAL

Trade Name: Jantz Auto Sales Trade Address: 3405 Washington Rd. 53144
STREET ZIP

Phone Number: 262-654-0238 Email Address: peggy@yard4.com
(Correspondence Will Be Via Email If Address Is Given)

List for individual, all partner, or each corporate officer (MUST BE 18 YEARS OF AGE OR OLDER):

- a) Full Name: Steven Allen Jantz DOB: [REDACTED]
 Address: 3415 Washington Rd Kenosha WI 53144 Phone: 262-658-4270
STREET CITY STATE ZIP
- b) Full Name: PEGGY Ann Kossow DOB: [REDACTED]
 Address: 4323- 25th Street Kenosha WI 53144 Phone: 262-925-6181
STREET CITY STATE ZIP
- c) Full Name: _____ DOB: / /
 Address: _____ Phone: _____
STREET CITY STATE ZIP

1. Attach a Sketch of the actual premises to be used in connection with the business to be licensed, giving distances in feet and showing fire lanes, property lines, buildings, structures, and abutting roads and indicate the distance of buildings and structures from roads and fire lanes. **X Attached**
2. Attach a description of the type of construction of any buildings and structures which are constructed on the premises to be licensed. **X Attached**
3. Attach a diagram or plan of any building or structure which is on or to be constructed on the premises to be licensed, giving distances and heights showing floors, exits, entrances, windows, ventilators and walls. **X Attached**
4. Attach a description of any equipment or machinery which will be utilized to process "Scrap Salvage".
 Attached End Loader, Hand Tools, Torches
5. Attach a description of any motor vehicles which will be used to collect or haul "Scrap Salvage" in the operation of the licensed business, including their I.D., D.M.V. and L.C. numbers, where applicable.
 Attached LC 46383 2011 Ford F550 1F04F56Y5BEC64034
6. Attach proof of insurance/financial responsibility for all motor vehicles which will be utilized in the operation of the licensed business in accordance with the requirements of WI laws. **X Attached**

7. Is the name of the party to be licensed conspicuously and legibly printed on all motor vehicles to be used in the operation of the licensed business (this does not include passenger automobiles which are also used for personal transportation)? **Yes** **No** *Attach photographs indicating compliance with above or certification by police department. **Attached**
8. Are all motor vehicles to be used in the licensed business currently registered with the State Department of Transportation? **Yes** **No** (POLICE DEPARTMENT TO SUBMIT VERIFICATION.)
9. Attach a list of all persons who will operate motor vehicles in the course of performing licensed activities. List must include name (first, middle initial, last), date of birth, and driver's license number. **Attached**
(POLICE DEPT. MUST VERIFY THAT THEY POSSESS A VALID AND APPROPRIATE WISCONSIN D.L.)
10. Each sole proprietor, partner, and corporate officer must fill out and attach "Applicant's Report of Police Record". **Attached** (THE POLICE DEPARTMENT WILL VERIFY THE INFORMATION PROVIDED AND FORWARD THEIR REPORT TO THE CITY ATTORNEY WHO WILL MAKE A RECOMMENDATION AS TO WHETHER OR NOT SAID INDIVIDUAL(S) ARE OF SUFFICIENT MORAL CHARACTER AND BUSINESS RESPONSIBILITY TO BE ENTITLED TO THE PRIVILEGE OF BEING AWARDED A LICENSE).
11. Will "scrap salvage" be broken into smaller pieces on the premises through the use of a ball or object dropped from a crane or apparatus? **Yes** **No** (IF YES, A SEPARATE PERMIT MUST BE OBTAINED FROM THE COMMON COUNCIL IN ACCORDANCE WITH §13.01 K(1)(J) OF THE CODE OF GENERAL ORDINANCES.)
12. Does the premises have fire lanes approved by the Fire Department? **Yes** **No**
13. Do you understand that you may obtain from the City Clerk or online at www.kenosha.org a current copy of §13.01 of the Code of General Ordinances entitled "Scrap Salvage Dealers and Scrap Salvage Collectors"? **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 NONCOMPLIANCE THEREWITH).
14. Have you ever previously applied for and been denied the license herein applied for? **Yes** **No** If yes, explain: _____
15. Have you ever held the license applied for and had it suspended or revoked? **Yes** **No** If yes, explain: _____

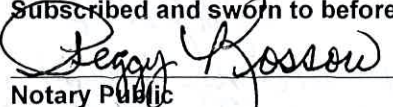
PLEASE NOTE: IF THIS APPLICATION AND/OR ATTACHMENTS CONTAIN STATEMENTS OR INFORMATION WHICH IS NOT TRUE, CORRECT AND COMPLETE IN ALL MATERIAL RESPECTS, THIS LICENSE MAY BE DENIED, YOU MAY BE SUBJECT TO CRIMINAL OR CIVIL PENALTIES AND YOUR LICENSE, IF GRANTED, MAY BE DELAYED IN ISSUANCE FOR THIRTY (30) DAYS.

The undersigned, being first duly sworn on oath, deposes 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 questions truly, correctly and completely, under penalty of law for failure to do so.

 Individual/Partner/Member Signature	Date	3-19-2025 Partner/Member Signature	Date
--	------	---------------------------------------	------

Individual/Partner/Member Signature	Date	Partner/Member Signature	Date
-------------------------------------	------	--------------------------	------

Subscribed and sworn to before me this 19th day of March, 2024.

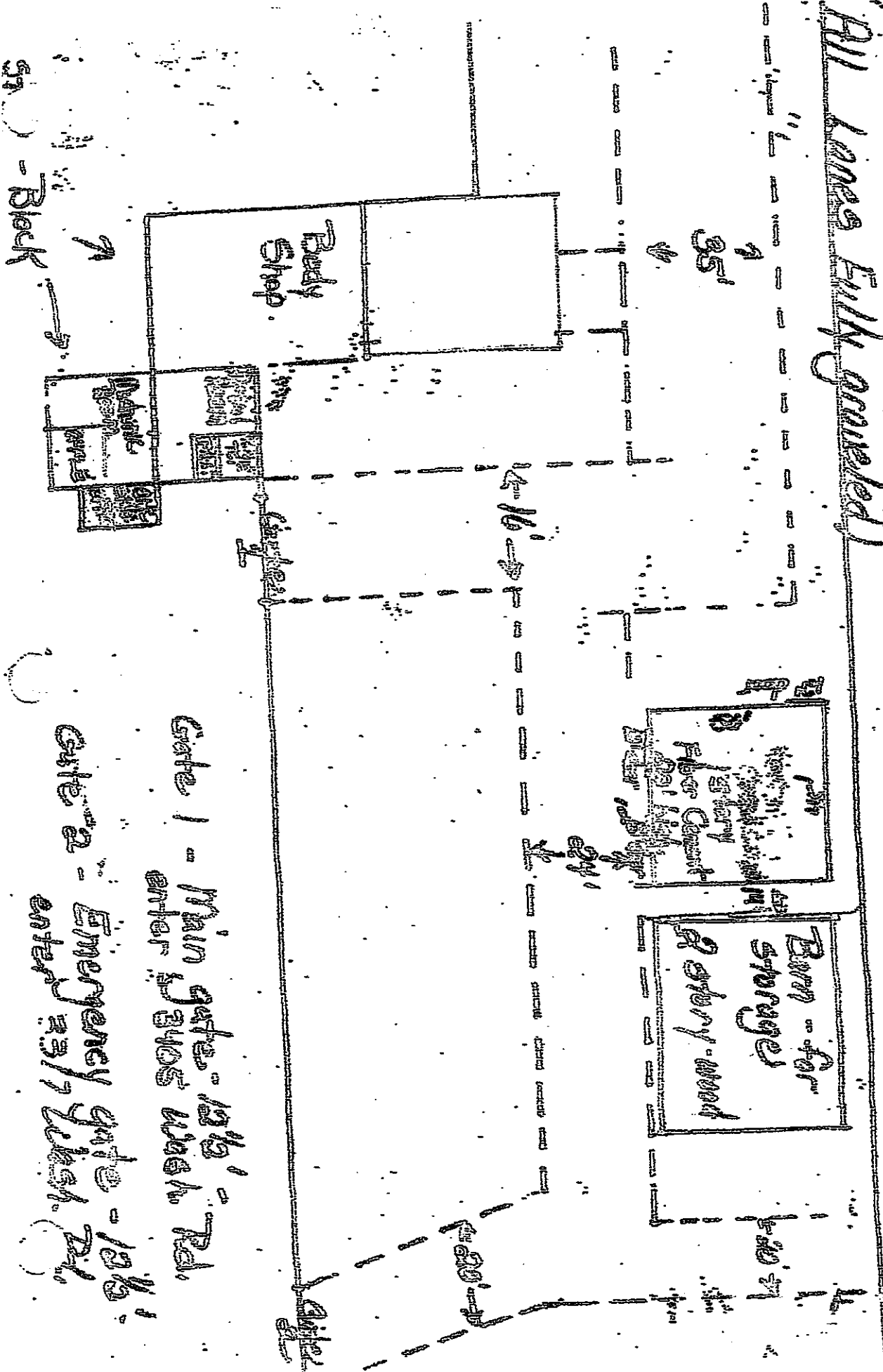

 Notary Public

My Commission Expires: 01-29-2025

Scrap Salvage Dealer, Page 2

*Grand Auto Sales (the Grand
 3405 Whoblington Road
 (watchdog on premises)*

All lanes fully gaveled





BUSINESS AUTO COVERAGE FORM DECLARATIONS

Client Number: 0000574422 Policy Number: BAPG050214
 Account Number: 531440199 Farm Bureau Number: 214911

POLICY PERIOD: 09/29/2023 to 09/29/2024 at 12:01 A.M. Standard at the address of the Named Insured.

ITEM ONE- NAMED INSURED AND MAILING ADDRESS:

Mailing Address:

000002-08310AR00003-000000
 JANTZ YARD 4 AUTOMOTIVE INC
 3405 WASHINGTON RD
 KENOSHA WI 53144

Service Center: 11 Agent: 3963
 NATHAN LEONARDELLI
 2215 63RD ST
 KENOSHA WI 53143
 OFFICE: 262-654-0427

RENEWAL

Named Insured:

JANTZ'S YARD 4 AUTOMOTIVE INC & JANTZ AUTO SALES INC
 3405 WASHINGTON RD
 KENOSHA WI 53144

Effective: 09/29/2023

Pay Plan: REAP 126544

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS:

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those 'autos' shown as covered 'autos'. 'Autos' are shown as covered 'autos' for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT	PREMIUM
LIABILITY	7,8,9	\$ 1,000,000	\$ 43,509
MEDICAL PAYMENTS	7,8,9	\$ 10,000	\$ 1,951
UNINSURED MOTORISTS PER POLICY LIMIT (SEE * BELOW)	6,8,9	\$ 500,000	\$ 309
UNDERINSURED MOTORISTS PER POLICY LIMIT (SEE * BELOW)	7,8,9	\$ 500,000	\$ 516
PHYSICAL DAMAGE --			
COMPREHENSIVE COVERAGE	7	Actual Cash Value or cost of repair, whichever is less, MINUS: the deductible for each covered auto shown in the Schedule of Covered Autos; but no deductible applies to loss caused by fire or lightning.	\$ 2,478
COLLISION COVERAGE	7	Actual Cash Value or cost of repair, whichever is less, MINUS the deductible for each covered auto shown in the Schedule of Covered Autos. Note: See ITEM FOUR for hired or borrowed 'autos'.	\$ 7,285
TOWING AND LABOR		Refer to the Schedule of Covered Autos for the applicable coverage for each disablement of a private passenger type 'auto'.	\$
PREMIUM FOR ENDORSEMENTS			\$ 35
TOTAL PREMIUM			\$ 56,083

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE FORM AND MADE PART OF THIS POLICY AT TIME OF ISSUE
 C-1783(11-19) AMENDATORY ENDORSEMENT C-1948(11-19) SALE OR TRANSFER OF AUTO
 C-2259(11-19) EXCLUSION EXISTING DAMAGE C-2320(07-18) SINGLE PER-LOSS DEDUCTIBLE
 CA 00 01(10-13) BUSINESS AUTO COVERAGE FORM CA 01 17(10-13) WISCONSIN CHANGES
 CA 03 01(10-13) DEDUCTIBLE LIABILITY COVERAGE CA 20 54(10-13) EMPLOYEE HIRED AUTOS
 CA 21 03(10-13) WI UNINSURED MOTORIST COV CA 21 45(10-13) WI UNDERINSURED MOTORIST COV
 CA 23 45(11-16) PUBLIC/LIVERY PASS CONVEY EXCL CA 23 84(10-13) EXCLUSION OF TERRORISM
 CA 23 94(10-13) SILICA OR SILICA RELATED DUST CA 99 24(10-13) WI AUTO MED PAY COV
 CA 99 33(10-13) EMPLOYEES AS INSURED CA 99 37(10-13) GARAGEKEEPERS COVERAGE
 IL 00 03(09-08) CALCULATION OF PREMIUM IL 00 21(09-08) NUCLEAR ENERGY LIAB EXCLU
 IL0283(11-18) WISCONSIN CHANGES-CANCELLATION IL P 001(01-04) US TREAS FOREIGN ASSETS ADV

* THE LIMITS OF LIABILITY FOR THESE COVERAGES ARE PER POLICY LIMITS AND SHALL BE REDUCED AS A RESULT OF YOUR RECEIVING AMOUNTS FROM OTHER SOURCES BECAUSE OF YOUR "BODILY INJURY".

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

BAPG050214

VEH NO	YEAR	MAKE/MODEL	VEH ID#	TERR	RADIUS	BUS USE	SIZE GVW/GCW
2	1990	CHEV TOW TRK #2	1GBJK34NXLE127579	03	200	COMMERCIAL USE	8000
3	1993	CHEV TOW TRK #4	1GBJK34N8PE232868	03	200	COMMERCIAL USE	9000
30	1994	CHEVY 3500 FLTBD #22	1GBKC34N2RJ112172	03	200	COMMERCIAL USE	10000
33	2006	KENWORTH FLTBD #44	2NKMHZ7X06M128413	03	200	COMMERCIAL USE	50000
41	2004	FREIGHTLINER TOW TRK #50	1FVACWCS84HM55281	03	200	COMMERCIAL USE	26000
42	2012	KENWORTH FLTBD #68	2NKHHM6X2CM316402	03	200	COMMERCIAL USE	50000
47	1999	GMC W/PLOW	1GTGK24R3XF062092	03	200	COMMERCIAL USE	9000
48	2012	KENWORTH FLTBD #66	2NKHHM6X9CM316400	03	200	COMMERCIAL USE	26000
51	2006	CHEV JAS PLOW	1GCHK24U46E116707	03	200	COMMERCIAL USE	10300
56	2013	FREIGHTLINER STAKE #65	1FVACWDU9DHY7331	03	200	COMMERCIAL USE	20000
57	2012	CHEV SILVERADO 1500	3GCPKTE76CG107862	03	200	COMMERCIAL USE	7000
58	2012	CHEVROLET CRUZE	1G1PF5SC1C7287774	03	0	PRIVATE PASS.	0
60	2013	DODGE RAM 5500 #70	3C7WRNDLXDG548142	03	200	COMMERCIAL USE	26000
61	2011	FORD F550 #69	1FDUF5GY5BEC64034	03	200	COMMERCIAL USE	17950
62	2011	FORD TRANSIT #71	NMOLS7DN8BT073833	03	200	COMMERCIAL USE	4950
63	2014	GMC SAVANA #73	1GB3G4BG3E1113232	03	200	COMMERCIAL USE	12300
65	2011	FREIGHTLINER 4X2 M2 #74	1FVACXBS7BDBB4269	03	200	COMMERCIAL USE	33000
67	2015	CHEVROLET EXPRESS #76	3N63M0YN1FK697176	03	50	COMMERCIAL USE	4752
68	2011	FORD E-250 #77	1FTNE2EW0BDA82310	03	50	COMMERCIAL USE	8900
70	2017	GMC EXPRESS #78	1HA3GTCG4HN009278	03	200	COMMERCIAL USE	13200
71	2018	GMC SAVANA #79	1GD37RCG8J1332331	03	200	COMMERCIAL USE	20000
72	2016	DODGE RAM #80	ZFBERFAT0G6B8631	03	200	COMMERCIAL USE	8550

9. Alfred L. Jantz

Ross A. Jantz





APPLICANT'S REPORT – POLICE RECORD
CLK001 (rev. 08/17)

Last Name: Jantz First Name: Steven MI: A
(NOTE: Name Must Appear Exactly As It Appears On Driver's License Or State ID)

Home Address: 3415 Washington Rd. Kenosha WI 53144
STREET CITY STATE ZIP

Date of Birth: [REDACTED] Driver's License #: WI [REDACTED]
STATE NUMBER

License Applied For: Scrap Salvage Dealer

PLEASE NOTE: You may purchase a copy of your record for \$0.50 per page at the Records Department in the Public Safety Building, 1000-55th St. Additionally, check the WI Circuit Court Access website to obtain your circuit court records. Note: You must write your tickets, charges, citations, or offenses on the application. Do not attach copies of records.

1. Have you ever received any tickets or been charged with any **crimes or felonies** in any state? Yes No
 If yes, provide: Charge, State, Date, Result (Include pending charges.)
 (Examples: Speeding, WI, 5/8/2012, Guilty | Theft, FL, 5/22/2014, Dismissed | DUI, WI, 6/30/2017, Pending)

CHARGE	STATE	DATE	RESULT

2. Have you ever had your **driver's license suspended or revoked** in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

3. Have you ever served or been sentenced to serve time in jail or prison in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state? Yes No
 If yes, provide: Charge, State, Date, Result (Include pending charges.)

CHARGE	STATE	DATE	RESULT

5. 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:
Jantz Auto Sales, Inc. 3405 Wash. Rd. Kenosha, WI, 53144
Jantz's Yard & Automotive, Inc. 2500 Wash. Rd. Kenosha, WI, 53140
Jantz Club LLC 2604 Wash. Rd. Kenosha, WI, 53140

6. Have you lived at your current home address for the past (5) five years? Yes No
 If no, please list all addresses which you have resided at in the past (5) five years:

7. Do you, the applicant, understand that if any of the information provided is false, and/or incomplete, you may be subjected to the penalties specified in 1.22 of the Code of General Ordinances, which is printed on the bottom of this application. Yes No

[Signature]
INITIAL

8. Do you, the applicant, understand that if any of the information provided is false, and/or incomplete, the license may be denied? Yes No

[Signature]
INITIAL

[Signature]
Applicant Signature
 3-19-2024
Date

1.22 LICENSE/PERMIT APPLICATIONS – CODE OF GENERAL ORDINANCES

A. Prohibition

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

B. Penalty

- 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days.
- 2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

The first Twenty-five (\$25) Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five (\$25) Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

Applicant's Report – Police Record, Page 2



APPLICANT'S REPORT – POLICE RECORD
 CLK001 (rev. 08/17)

Last Name: KOSSOW First Name: PEGGY MI: A
(NOTE: Name Must Appear Exactly As It Appears On Driver's License Or State ID)

Home Address: 4323 - 25 St Kenosha WI 53144
STREET CITY STATE ZIP

Date of Birth: [REDACTED] Driver's License #: WI [REDACTED]
STATE NUMBER

License Applied For: Scrap Salvage Dealer

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CHARGE	STATE	DATE	RESULT

2. Have you ever had your **driver's license suspended or revoked in any state?** Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

3. Have you ever served or been sentenced to serve time in jail or prison in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state? Yes No
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CHARGE	STATE	DATE	RESULT

5. 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:
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Jantz's Yard 4 Automotive, Inc 2500 Wash. Rd. Kenosha, WI 53140

6. Have you lived at your current home address for the past (5) five years? Yes No
 If no, please list all addresses which you have resided at in the past (5) five years:

7. Do you, the applicant, understand that if any of the information provided is false, and/or incomplete, you may be subjected to the penalties specified in 122 of the Code of General Ordinances, which is printed on the bottom of this application. Yes No PK
 INITIAL

8. Do you, the applicant, understand that if any of the information provided is false, and/or incomplete, the license may be denied? Yes No PK
 INITIAL

Peggy Kosow
 Applicant Signature 3-19-2024
 Date

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A. Prohibition

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Applicant's Report – Police Record, Page 2



OFFICE USE ONLY	
DATE FILED:	_____
INITIALS:	_____
PP TAX DUE:	Yes No
ADVERSE:	Yes No
LP:	_____ CC: _____
LETTER:	_____

SCRAP SALVAGE DEALER
CLK161 (rev. 11/17)
 CITY ORDINANCE 13.01




Fee: \$ 350.00 Expires: April 30, _____ New Renewal

Licensee: Jantz's Yard 4 Automotive Inc District #: _____
CORPORATION, PARTNERSHIP, OR INDIVIDUAL

Trade Name: Jantz's Yard 4 Automotive Trade Address: 2500 Wash. Rd. 53140
STREET ZIP

Phone Number: 262-658-1392 Email Address: peggy@yard4.com
(Correspondence Will Be Via Email If Address Is Given)

List for individual, all partner, or each corporate officer (MUST BE 18 YEARS OF AGE OR OLDER):


- a) Full Name: AhFred Jantz DOB: 
 Address: 4107 Wash Rd Kenosha, WI 53144 Phone: 262-658-8500
STREET CITY STATE ZIP
- b) Full Name: Steven Jantz DOB: 
 Address: 3415 Wash. Rd. Kenosha, WI 53144 Phone: 262-658-4270
STREET CITY STATE ZIP
- c) Full Name: Dennis Jantz DOB: 
 Address: 3808- 31st AVE Kenosha, WI 53144 Phone: 262-654-5151
STREET CITY STATE ZIP

1. Attach a Sketch of the actual premises to be used in connection with the business to be licensed, giving distances in feet and showing fire lanes, property lines, buildings, structures, and abutting roads and indicate the distance of buildings and structures from roads and fire lanes. Attached
2. Attach a description of the type of construction of any buildings and structures which are constructed on the premises to be licensed. Attached
3. Attach a diagram or plan of any building or structure which is on or to be constructed on the premises to be licensed, giving distances and heights showing floors, exits, entrances, windows, ventilators and walls. Attached
4. Attach a description of any equipment or machinery which will be utilized to process "Scrap Salvage".
 Attached Crane, Magnet, Steel Crusher, Forklifts, Tractor, Mower
5. Attach a description of any motor vehicles which will be used to collect or haul "Scrap Salvage" in the operation of the licensed business, including their I.D., D.M.V. and L.C. numbers, where applicable.
 Attached
6. Attach proof of insurance/financial responsibility for all motor vehicles which will be utilized in the operation of the licensed business in accordance with the requirements of WI laws. Attached

7. Is the name of the party to be licensed conspicuously and legibly printed on all motor vehicles to be used in the operation of the licensed business (this does not include passenger automobiles which are also used for personal transportation)? **Yes** **No** *Attach photographs indicating compliance with above or certification by police department. **Attached**
8. Are all motor vehicles to be used in the licensed business currently registered with the State Department of Transportation? **Yes** **No** (POLICE DEPARTMENT TO SUBMIT VERIFICATION.)
9. Attach a list of all persons who will operate motor vehicles in the course of performing licensed activities. List must include name (first, middle initial, last), date of birth, and driver's license number. **Attached** (POLICE DEPT. MUST VERIFY THAT THEY POSSESS A VALID AND APPROPRIATE WISCONSIN D.L.)
10. Each sole proprietor, partner, and corporate officer must fill out and attach "Applicant's Report of Police Record". **Attached** (THE POLICE DEPARTMENT WILL VERIFY THE INFORMATION PROVIDED AND FORWARD THEIR REPORT TO THE CITY ATTORNEY WHO WILL MAKE A RECOMMENDATION AS TO WHETHER OR NOT SAID INDIVIDUAL(S) ARE OF SUFFICIENT MORAL CHARACTER AND BUSINESS RESPONSIBILITY TO BE ENTITLED TO THE PRIVILEGE OF BEING AWARDED A LICENSE.)
11. Will "scrap salvage" be broken into smaller pieces on the premises through the use of a ball or object dropped from a crane or apparatus? **Yes** **No** (IF YES, A SEPARATE PERMIT MUST BE OBTAINED FROM THE COMMON COUNCIL IN ACCORDANCE WITH §13.01 K(1)(J) OF THE CODE OF GENERAL ORDINANCES.)
12. Does the premises have fire lanes approved by the Fire Department? **Yes** **No**
13. Do you understand that you may obtain from the City Clerk or online at www.kenosha.org a current copy of §13.01 of the Code of General Ordinances entitled "Scrap Salvage Dealers and Scrap Salvage Collectors"? **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 NONCOMPLIANCE THEREWITH).
14. Have you ever previously applied for and been denied the license herein applied for? **Yes** **No** If yes, explain: _____
15. Have you ever held the license applied for and had it suspended or revoked? **Yes** **No** If yes, explain: _____

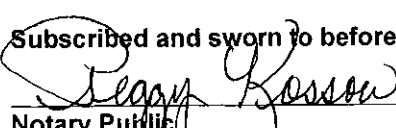
PLEASE NOTE: IF THIS APPLICATION AND/OR ATTACHMENTS CONTAIN STATEMENTS OR INFORMATION WHICH IS NOT TRUE, CORRECT AND COMPLETE IN ALL MATERIAL RESPECTS, THIS LICENSE MAY BE DENIED, YOU MAY BE SUBJECT TO CRIMINAL OR CIVIL PENALTIES AND YOUR LICENSE, IF GRANTED, MAY BE DELAYED IN ISSUANCE FOR THIRTY (30) DAYS.

The undersigned, being first duly sworn on oath, deposes 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 questions truly, correctly and completely, under penalty of law for failure to do so.

	3-20-2024		
Individual/Partner/Member Signature	Date	Partner/Member Signature	Date

Individual/Partner/Member Signature	Date	Partner/Member Signature	Date
-------------------------------------	------	--------------------------	------

Subscribed and sworn to before me this 20th day of March, 2024.


Notary Public

My Commission Expires: 1-8-2025

Scrap Salvage Dealer, Page 2

N

EMERGENCY EXIT
13' WIDE GATE 35th St & 26th AVE

METAL 200 X 60
Metal 200 X 60
Storage

Metal
60 X 100
DEPARTURES

METAL
60 X 80
QUALITY CONTROL
SHIPPING & RECEIVING
2760






EMERGENCY
GATE
25' WIDE

MAIN GATE
25' WIDE

WASHINGTON ROAD

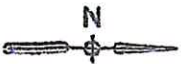
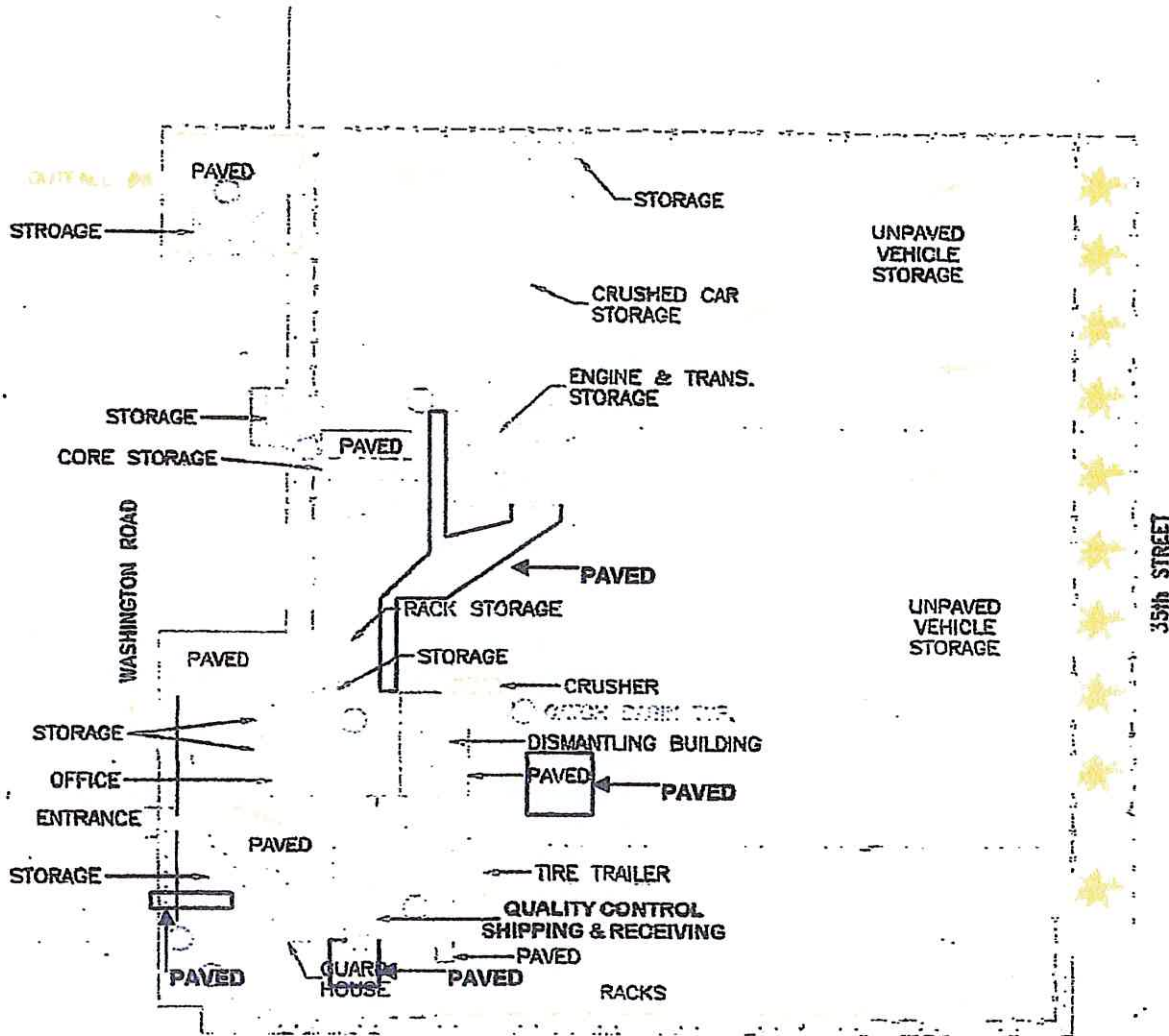
5

DRAWING LEGEND

-  COVERED EQUIPMENT/STORAGE AREA
 -  UNCOVERED EQUIPMENT AREA
 -  UNCOVERED STORAGE AREA
 -  OUTFALL BOUNDARY (COLOR VARIES BY OUTFALL AREA)
 -  STORM WATER FLOW ARROW
- NOTE: OUTFALL AREAS MEASURED IN ACRES



Stormtech
 16200 W. Greenfield Avenue
 Brookfield, Wisconsin 53005
 262/780-8101 Fax: 262/780-8102 CES/518-5576



OUTFALL NUMBER	TOTAL AREA	PERCENT PERVIOUS	PERCENT IMPERVIOUS
1	0.3	92%	8%
2	4.2	97%	3%
3	0.9	0%	100%
4	7.9	97%	3%
5	0.1	94%	6%
6	.4	0%	100%
TOTAL	21.8	91%	9%

Auto Recycling's Cooperative Compliance Program of Wisconsin, Inc.

JANTZ'S YARD 4 AUTOMOTIVE, INC.
 2500 WASHINGTON ROAD
 KENOSHA, WI 54734

SCALE	SHEET NO.	DES. NO.	DATE	SIZE	REV.	CHG'D	APP'D
NOT TO SCALE	1 OF 1	ARCCP78BCE	2/10/02	A	1		

Jantz Yard 4 Automotive, Inc.
Jessica Lundy 2-26-2010



BUSINESS AUTO COVERAGE FORM DECLARATIONS

P.O. Box 5555 - Madison, WI 53705-0555
www.ruralmutual.com

Client Number: 0000574422 **Policy Number:** BAPG050214
Account Number: 531440199 **Farm Bureau Number:** 214911

POLICY PERIOD: 09/29/2023 to 09/29/2024 at 12:01 A.M. Standard at the address of the Named Insured.

ITEM ONE- NAMED INSURED AND MAILING ADDRESS:

Mailing Address:

000002-08310AR00003-000000
JANTZ YARD 4 AUTOMOTIVE INC
3405 WASHINGTON RD
KENOSHA WI 53144

Service Center: 11 **Agent:** 3963
NATHAN LEONARDELLI
2215 63RD ST
KENOSHA WI 53143
OFFICE: 262-654-0427

Effective: 09/29/2023

RENEWAL

Named Insured:

JANTZ'S YARD 4 AUTOMOTIVE INC & JANTZ AUTO SALES INC
3405 WASHINGTON RD
KENOSHA WI 53144

Pay Plan: REAP 126544

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS:

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PREMIUM FOR ENDORSEMENTS			\$ 35
TOTAL PREMIUM			\$ 56,083

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 C-2259(11-19) EXCLUSION EXISTING DAMAGE
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 CA 21 03(10-13) WI UNINSURED MOTORIST COV
 CA 23 45(11-16) PUBLIC/LIVERY PASS CONVEY EXCL
 CA 23 94(10-13) SILICA OR SILICA RELATED DUST
 CA 99 33(10-13) EMPLOYEES AS INSURED
 IL 00 03(09-08) CALCULATION OF PREMIUM
 ILO283(11-18) WISCONSIN CHANGES-CANCELLATION
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 C-2320(07-18) SINGLE PER-LOSS DEDUCTIBLE
 CA 01 17(10-13) WISCONSIN CHANGES
 CA 20 54(10-13) EMPLOYEE HIRED AUTOS
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 CA 23 84(10-13) EXCLUSION OF TERRORISM
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 CA 99 37(10-13) GARAGEKEEPERS COVERAGE
 IL 00 21(09-08) NUCLEAR ENERGY LIAB EXCLU
 IL P 001(01-04) US TREAS FOREIGN ASSETS ADV

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ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

BAPG050214

VEH NO	YEAR	MAKE/MODEL	VEH ID#	TERR	RADIUS	BUS USE	SIZE GVW/GCW
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30	1994	CHEVY 3500 FLTBD #22	1GBKC34N2RJ112172	03	200	COMMERCIAL USE	10000
33	2006	KENWORTH FLTBD #44	2NKMHZ7X06M128413	03	200	COMMERCIAL USE	50000
41	2004	FREIGHTLINER TOW TRK #50	1FVACWCS64HM55281	03	200	COMMERCIAL USE	26000
42	2012	KENWORTH FLTBD #68	2NKHHM6X2CM316402	03	200	COMMERCIAL USE	50000
47	1999	GMC W/PLOW	1GTGK24R3XF062092	03	200	COMMERCIAL USE	9000
48	2012	KENWORTH FLTBD #66	2NKHHM6X9CM316400	03	200	COMMERCIAL USE	26000
51	2006	CHEV JAS PLOW	1GCHK24U46E116707	03	200	COMMERCIAL USE	10300
56	2013	FREIGHTLINER STAKE #65	1FVACWDU9DHY7331	03	200	COMMERCIAL USE	20000
57	2012	CHEV SILVERADO 1500	3GCPKTE76CG107862	03	200	COMMERCIAL USE	7000
58	2012	CHEVROLET CRUZE	1G1PF5SC1C7287774	03	0	PRIVATE PASS.	0
60	2013	DODGE RAM 5500 #70	3C7WRNDLXDG548142	03	200	COMMERCIAL USE	26000
61	2011	FORD F550 #69	1FDUF5GY5BEC64034	03	200	COMMERCIAL USE	17950
62	2011	FORD TRANSIT #71	NM0LS7DN8BT073833	03	200	COMMERCIAL USE	4950
63	2014	GMC SAVANA #73	1GB3G4BG3E1113232	03	200	COMMERCIAL USE	12300
65	2011	FREIGHTLINER 4X2 M2 #74	1FVACXBS7BDBB4269	03	200	COMMERCIAL USE	33000
67	2015	CHEVROLET EXPRESS #76	3N63MOYN1FK697176	03	50	COMMERCIAL USE	4752
68	2011	FORD E-250 #77	1FTNE2EW0BDA82310	03	50	COMMERCIAL USE	8900
70	2017	GMC EXPRESS #78	1HA3GTGCG4HN009278	03	200	COMMERCIAL USE	13200
71	2018	GMC SAVANA #79	1GD37RCG8J1332331	03	200	COMMERCIAL USE	20000
72	2016	DODGE RAM #80	ZFBERFAT0G6B68631	03	200	COMMERCIAL USE	8550

5. 06 Kenworth Flatbed 2

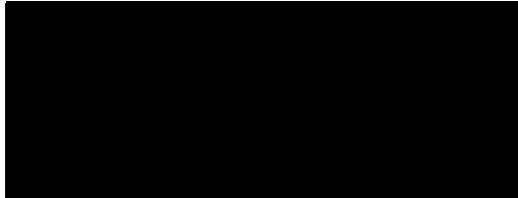
12 Kenworth Vulcan FL

11 Freightliner 4X2 M



9. Alfred L. Jantz

Ross Jantz





APPLICANT'S REPORT – POLICE RECORD
 CLK001 (rev. 08/17)

Last Name: Jantz First Name: Steven MI: A
(NOTE: Name Must Appear Exactly As It Appears On Driver's License Or State ID)
 Home Address: 3415 Washington Rd. Kenosha WI 53144
STREET CITY STATE ZIP
 Date of Birth: [REDACTED] Driver's License #: WI [REDACTED]
STATE NUMBER
 License Applied For: Scrap Salvage Dealer

PLEASE NOTE: You may purchase a copy of your record for \$0.50 per page at the Records Department in the Public Safety Building, 1000-55th St. Additionally, check the WI Circuit Court Access website to obtain your circuit court records. Note: You must write your tickets, charges, citations, or offenses on the application. Do not attach copies of records.

1. Have you ever received any tickets or been charged with any crimes or felonies in any state? Yes No
 If yes, provide: Charge, State, Date, Result (Include pending charges.)
 (Examples: Speeding, WI, 5/8/2012, Guilty | Theft, FL, 5/22/2014, Dismissed | DUI, WI, 6/30/2017, Pending)

CHARGE	STATE	DATE	RESULT

2. Have you ever had your driver's license suspended or revoked in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

3. Have you ever served or been sentenced to serve time in jail or prison in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state? Yes No
 If yes, provide: Charge, State, Date, Result (Include pending charges.)

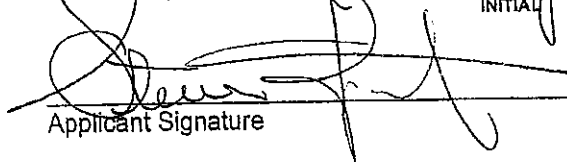
CHARGE	STATE	DATE	RESULT

5. 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:
Jantz Auto Sales, Inc. 3405 Wash. Rd. Kenosha, WI 53144
Jantz's Yard & Automotive, Inc. 2500 Wash. Rd. Kenosha, WI 53140
Jantz Club LLC 2604 Wash. Rd. Kenosha, WI 53140

6. Have you lived at your current home address for the past (5) five years? Yes No
 If no, please list all addresses which you have resided at in the past (5) five years:

7. Do you, the applicant, understand that if any of the information provided is false, and/or incomplete, you may be subjected to the penalties specified in 1.22 of the Code of General Ordinances, which is printed on the bottom of this application. Yes No

8. Do you, the applicant, understand that if any of the information provided is false, and/or incomplete, the license may be denied? Yes No

 Applicant Signature
3-19-2024 Date

1.22 LICENSE/PERMIT APPLICATIONS -- CODE OF GENERAL ORDINANCES

A. Prohibition

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

B. Penalty

- Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days.
- The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

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Applicant's Report -- Police Record, Page 2



APPLICANT'S REPORT – POLICE RECORD
 CLK001 (rev. 08/17)

Last Name: Jantz First Name: ALFRED MI: _____
(NOTE: Name Must Appear Exactly As It Appears On Driver's License Or State ID)

Home Address: 4107 WASHINGTON RD KENOSHA WI 53144
STREET CITY STATE ZIP

Date of Birth: [REDACTED] Driver's License #: WI [REDACTED]
STATE NUMBER

License Applied For: Scrap Salvage Dealer

PLEASE NOTE: You may purchase a copy of your record for \$0.50 per page at the Records Department in the Public Safety Building, 1000-55th St. Additionally, check the WI Circuit Court Access website to obtain your circuit court records. Note: You must write your tickets, charges, citations, or offenses on the application. Do not attach copies of records.

1. Have you ever received any tickets or been charged with any crimes or felonies in any state? Yes No
 If yes, provide: Charge, State, Date, Result (Include pending charges.)

(Examples: Speeding, WI, 5/8/2012, Guilty | Theft, FL, 5/22/2014, Dismissed | DUI, WI, 6/30/2017, Pending)

CHARGE	STATE	DATE	RESULT

2. Have you ever had your driver's license suspended or revoked in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE
<u>OWI</u>	<u>WI</u>	<u>11-1-1990</u>

3. Have you ever served or been sentenced to serve time in jail or prison in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state? Yes No
 If yes, provide: Charge, State, Date, Result (Include pending charges.)

CHARGE	STATE	DATE	RESULT

5. 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:
JANTZ YARD 4 INC 2500 WASHINGTON RD.
KENOSHA, WI 53140

6. Have you lived at your current home address for the past (5) five years? Yes No
 If no, please list all addresses which you have resided at in the past (5) five years:

7. Do you, the applicant, understand that if any of the information provided is false, and/or incomplete, you may be subjected to the penalties specified in 1.22 of the Code of General Ordinances, which is printed on the bottom of this application. Yes BhJ
 INITIAL

8. Do you, the applicant, understand that if any of the information provided is false, and/or incomplete, the license may be denied? Yes BhJ
 INITIAL

[Signature] Applicant Signature [Signature] Date
3-19-2024

1.22 LICENSE/PERMIT APPLICATIONS – CODE OF GENERAL ORDINANCES

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B. Penalty

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

2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

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Applicant's Report – Police Record, Page 2

City Clerk/Treasurer | 625 52nd St. Room 105, Kenosha, WI 53140 | T: 262.653.4020 | Email: cityclerk@kenosha.org | KENOSHA.ORG



APPLICANT'S REPORT – POLICE RECORD
CLK001 (rev. 08/17)

Last Name: JANTZ First Name: DENNIS MI: LEE
(NOTE: Name Must Appear Exactly As It Appears On Driver's License Or State ID)

Home Address: 3808 31ST AVE KENOSHA WI 53144
STREET CITY STATE ZIP

Date of Birth: [REDACTED] Driver's License #: [REDACTED]

License Applied For: Scrap Salv Dealer

PLEASE NOTE: You may purchase a copy of your record for \$0.50 per page at the Records Department in the Public Safety Building, 1000-55th St. Additionally, check the WI Circuit Court Access website to obtain your circuit court records. Note: You must write your tickets, charges, citations, or offenses on the application. Do not attach copies of records.

1. Have you ever received any tickets or been charged with any crimes or felonies in any state? Yes No
 If yes, provide: Charge, State, Date, Result (Include pending charges.)
 (Examples: Speeding, WI, 5/8/2012, Guilty | Theft, FL, 5/22/2014, Dismissed | DUI, WI, 6/30/2017, Pending)

CHARGE	STATE	DATE	RESULT

2. Have you ever had your driver's license suspended or revoked in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE
<u>SUS</u>	<u>WI</u>	<u>1973</u>

3. Have you ever served or been sentenced to serve time in jail or prison in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state? Yes No
 If yes, provide: Charge, State, Date, Result (Include pending charges.)

CHARGE	STATE	DATE	RESULT

5. 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: JANTZ YARD & INC 2500 WPAINSTON RD
KENOSHA WI 53140

6. Have you lived at your current home address for the past (5) five years? Yes No
 If no, please list all addresses which you have resided at in the past (5) five years:

7. Do you, the applicant, understand that if any of the information provided is false, and/or incomplete, you may be subjected to the penalties specified in 1.22 of the Code of General Ordinances, which is printed on the bottom of this application. Yes PS
 INITIAL

8. Do you, the applicant, understand that if any of the information provided is false, and/or incomplete, the license may be denied? Yes PS
 INITIAL

[Signature] 3/19/24
 Applicant Signature Date

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B. Penalty

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

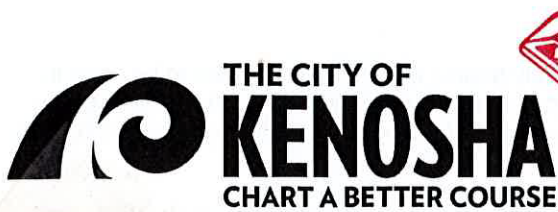
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Applicant's Report – Police Record, Page 2

City Clerk/Treasurer | 625 52nd St. Room 105, Kenosha, WI 53140 | T: 262.653.4020 | Email: cityclerk@kenosha.org | KENOSHA.ORG



SCANNED

OFFICE USE ONLY	
DATE FILED:	3-28-24
INITIALS:	Men
PP TAX DUE:	Yes No
ADVERSE:	Yes No
LP:	CC:
LETTER:	

SCRAP SALVAGE DEALER
CLK161 (rev. 11/17)
 CITY ORDINANCE 13.01

Fee: \$ 350.00 Expires: April 30, 25 New Renewal

Licensee: Schneider Auto Sales District #: 9
CORPORATION, PARTNERSHIP, OR INDIVIDUAL
 Trade Name: Schneider's Sales + Parts Inc Trade Address: 8521 Sheridan Rd
STREET ZIP 53140

Phone Number: 262-694-4330 Email Address: _____
 (Correspondence Will Be Via Email If Address Is Given)

List for individual, all partner, or each corporate officer (MUST BE 18 YEARS OF AGE OR OLDER):

- a) Full Name: Martin D. Krause DOB: [REDACTED]
 Address: 2102 28th St. Kenosha WI 53140 Phone: 262-909-6461
STREET CITY STATE ZIP
- b) Full Name: _____ DOB: / /
 Address: _____ Phone: _____
STREET CITY STATE ZIP
- c) Full Name: _____ DOB: / /
 Address: _____ Phone: _____
STREET CITY STATE ZIP

1. Attach a Sketch of the actual premises to be used in connection with the business to be licensed, giving distances in feet and showing fire lanes, property lines, buildings, structures, and abutting roads and indicate the distance of buildings and structures from roads and fire lanes. **Attached**
2. Attach a description of the type of construction of any buildings and structures which are constructed on the premises to be licensed. **Attached**
3. Attach a diagram or plan of any building or structure which is on or to be constructed on the premises to be licensed, giving distances and heights showing floors, exits, entrances, windows, ventilators and walls. **Attached**
4. Attach a description of any equipment or machinery which will be utilized to process "Scrap Salvage". **Attached**
5. Attach a description of any motor vehicles which will be used to collect or haul "Scrap Salvage" in the operation of the licensed business, including their I.D., D.M.V. and L.C. numbers, where applicable. **Attached** NIA
6. Attach proof of insurance/financial responsibility for all motor vehicles which will be utilized in the operation of the licensed business in accordance with the requirements of WI laws. **Attached** NIA

3. Have you ever served or been sentenced to serve time in jail or prison in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state? Yes No
 If yes, provide: Charge, State, Date, Result (Include pending charges.)

CHARGE	STATE	DATE	RESULT

5. 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:

Schneider's Auto Sales + Parts Inc
 8521 Sheridan Rd Kenosha 53143

6. Have you lived at your current home address for the past (5) five years? Yes No
 If no, please list all addresses which you have resided at in the past (5) five years:

926 40th St Kenosha WI 53140

7. Do you, the applicant, understand that if any of the information provided is false, and/or incomplete, you may be subjected to the penalties specified in 1.22 of the Code of General Ordinances, which is printed on the bottom of this application. Yes No
 MK
 INITIAL

8. Do you, the applicant, understand that if any of the information provided is false, and/or incomplete, the license may be denied? Yes No
 MK
 INITIAL

Mary Kim
 Applicant Signature Date 3/27/24

1.22 LICENSE/PERMIT APPLICATIONS – CODE OF GENERAL ORDINANCES

A. Prohibition

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B. Penalty

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

2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

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Applicant's Report – Police Record, Page 2

SHERIDAN Rd

1100' APPROXIMATELY

1100' APPROXIMATE

30'

40' x 63'
Pole BARN

Office

Office 24' x 28' CONST. CONCRETE BLOCK

Shop 24' x 65' CONST. CONCRETE BLOCK + FRAME

Shop

STORAGE AREA

20'

20'

FIRE LANE

FIRE LANE

370' APPROXIMATELY

FENCE

-11-

Case tractor
Fiat-Allis tractor



OFFICE USE ONLY	
DATE FILED:	3/28/24
INITIALS:	JH
DISTRICT:	2E
LP:	4/8
CC:	4/15
BEER/LIQUOR LICENSE	
DEMERIT POINTS:	
(CANNOT BE GRANTED IF OVER 50 DEMERIT POINTS)	

PARKLET TEMPORARY OUTDOOR EXTENSION

CLK019 (rev. 04/23)
CITY ORDINANCE 10.078
Fee: \$100.00

Term: May 1 24 to November 1 24

Applicant: Gordon 25 LLC
(Corporation, partnership, or individual - Must Be Same Name As Beer/Liquor License or Brewer's Permit)

Business Name: Gordon's Sports Bar & Grill Business Address: 5703 6th Ave.

Contact Person: Lindsay J Weinstan
FIRST M.I. LAST

Phone: 312-804-8001 Email: lindsayweinstan@gmail.com
Correspondence Will Be Via Email If Address Is Given

1. TYPE OF ALCOHOL LICENSE(S) held by Business: Class "B" "Class B" "Class C"
 State of WI Brewer's Permit *If applicant holds a Brewer's Permit issued by the DOR, State of WI, pursuant to Wis. Stats. §125.29, attach a copy. Attached N/A

2. OPERATIONAL PLAN: Months: May 1st - Nov 1st Days: 7

Hours: 8:00 AM to 10:00 PM REQUEST TO CHANGE CLOSING HOURS TO 8:00 AM to 12:00 AM

PREMISES LICENSED IN PREVIOUS LICENSE TERM REQUEST FOR EXTENSION OF HOURS
 The licensed premises in the previous licensing term had its outdoor hours extended to 12:00 AM, therefore **APPLICANT REQUESTS TO CHANGE CLOSING HOURS TO 1:30 AM**


Planned Capacity: 16 Lighting & Signage Plan: lights on tables, barrier wall, light up lighting to plants, light sign on Building

Safety Protocols, including whether physical barriers will be installed to protect patrons from motor vehicles:
Barriers are used with reflectors

3. MUSIC RESTRICTIONS
 Applicant understands that there shall be strict compliance with Chapter XXIII of the Code of General Ordinances, Noise Control. The "Class B," Class "B" and/or "Class C" licensee shall be responsible for any violation of Chapter XXIII, whether or not present upon the premises at the time of violation.
CABARET LICENSED ACTIVITIES ARE PROHIBITED
 Amplified music or sound may be permitted in the licensed Outdoor Area subject to following operational hours:
 - a. 10:00 AM to 10:00 PM where the Outdoor Area has a boundary within seven hundred fifty (750) feet of any residentially zoned property.
 - b. 10:00 AM to 1:00 AM where the Outdoor Area's boundaries are greater than seven hundred fifty (750) feet of any residentially zoned property.

INDEMNITY AND HOLD HARMLESS AGREEMENT

Applicant, in consideration of having received a Parklet extension, agrees to indemnify and hold harmless the City of Kenosha, Wisconsin, and its officers, employees and agents against any and all losses, claims, damages, costs, expenses, judgments, awards, attorney fees, or settlements which they may incur as a result of the use of the public right-of-way, city street or city property.


3/28/24
 Individual/Partner/Member Signature Date

 Partner/Member Signature Date

VERIFICATION BY CITY PLAN:

Zoning Classification: _____ Does the property abut a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, AG-1, RG-2, RM-1, RM-2 OR IP? Yes No. **If Yes, Applicant Does Not Qualify To Extend Operating Hours.**

The outdoor area has a boundary:

within 750 ft of any residentially zoned property.
Amplified music/sound is allowed in outdoor area 10:00 AM to 10:00 PM.

greater than 750 ft of any residentially zoned property.
Amplified music/sound is allowed in outdoor area 10:00 AM to 1:00 AM (or earlier in accordance with the closing time of the outdoor area).

Recommendation:

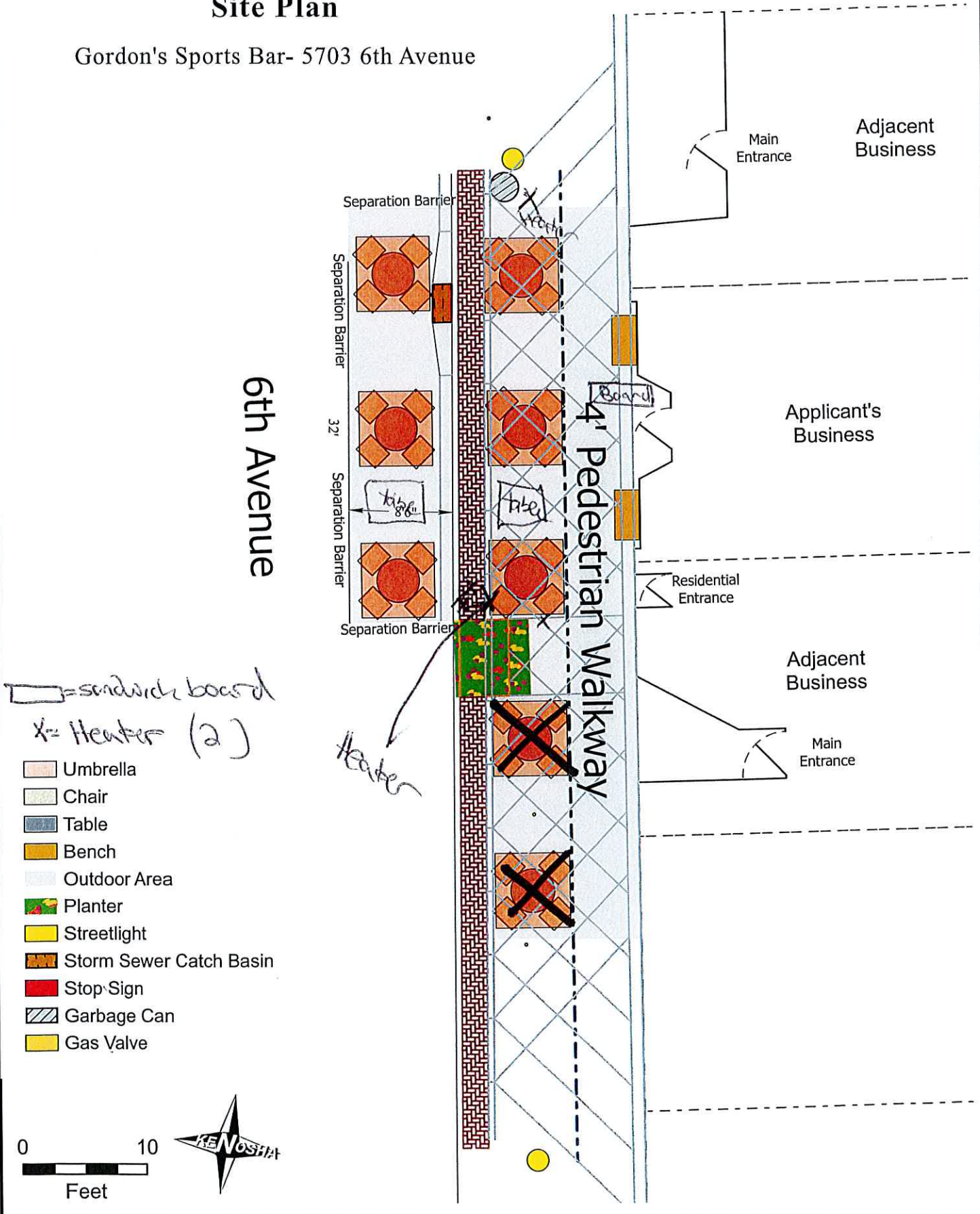
CP Staff Member Signature Date


Temporary Outdoor Extension Site Plan

Gordon's Sports Bar- 5703 6th Avenue

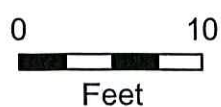
57th Street

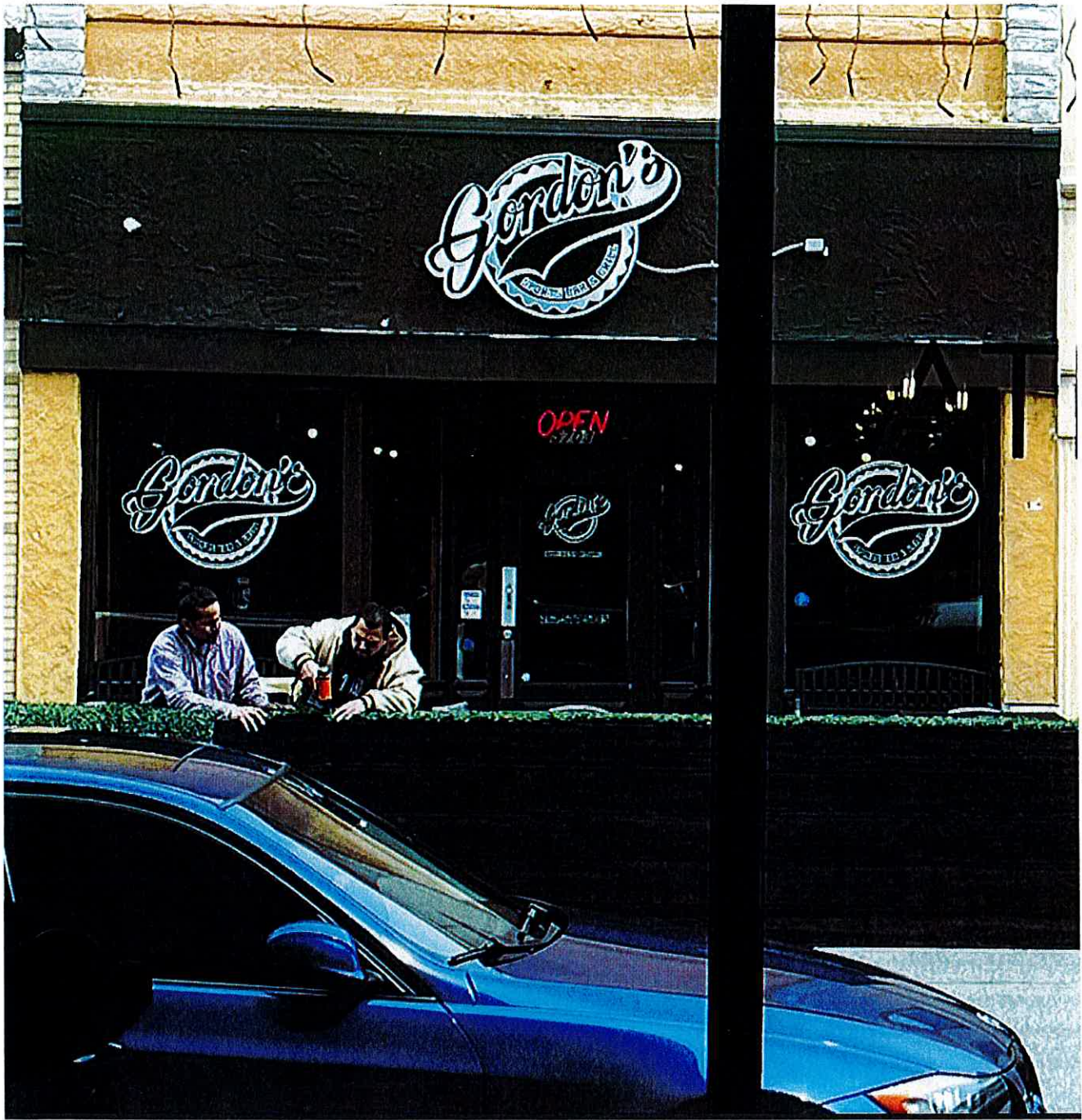
6th Avenue



 = sandwich board
 X = Heater (2)

-  Umbrella
-  Chair
-  Table
-  Bench
-  Outdoor Area
-  Planter
-  Streetlight
-  Storm Sewer Catch Basin
-  Stop Sign
-  Garbage Can
-  Gas Valve





[EXTERNAL] Photos

From : Lindsay Weinstein <lindsayweinstein1@gmail.com>
Subject : [EXTERNAL] Photos
To : Michelle Nelson <mnelson@kenosha.org>

Fri, Apr 14, 2023 03:06 PM
2 attachments

This message originated from outside your organization







adding
1 more
9 ft umbrella
umbrella
w/ Base

Propane
heater

2 planter
box in
each corner
inside





← silver



VIEW SPIN 360°



Black Metal Restaurant Stack Chair with Aluminum Slats

★★★★☆ 4.4 (35)

Write a review Ask a question

and Base Sets Commercial Grade 35.5" Square Black Indoor-Outdoor Steel Patio Table



Tap to expand



Commercial Grade 35.5" Square Black Indoor-Outdoor Steel Patio Table

★★★★★ 4.2 (5)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/28/2024

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

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

PRODUCER 	MANUEL TORRES STATE FARM 1520 WASHINGTON ST WAUKEGAN, IL 60085	CONTACT NAME: DAVID HERNANDEZ PHONE: (A/C No. Ext): 847-782-1475 E-MAIL ADDRESS: FAX (A/C No.): 847-239-5228
	INSURED GORDON25 LLC DBA GORDONS SPORT BAR & GRILL 25 5703 6TH AVE KENOSHA WI 53140	INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Fire and Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 25143

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	99-A0-B912-7	12/16/2023	12/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CITY OF KENOSHA IS LISTED AS ADDITIONALLY INSURED IN RESPECT TO GENERAL LIABILITY WITH WAIVER OF SUBROGATION. THE POLICY IS ALSO PRIMARY AND NON-CONTRIBUTORY AND WILL PROVIDE 30 DAY NOTICE OF CANCELLATION TO THE CITY

CERTIFICATE HOLDER CITY OF KENOSHA 625 52ND ST KENOSHA, WI 53140	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



OFFICE USE ONLY	
DATE FILED:	4/28/24
INITIALS:	JIT
DISTRICT:	2
LP:	4/8
CC:	4/15
BEER/LIQUOR LICENSE DEMERIT POINTS: _____ (CANNOT BE GRANTED IF OVER 50 DEMERIT POINTS)	

PARKLET TEMPORARY OUTDOOR EXTENSION

CLK019 (rev. 04/23)
CITY ORDINANCE 10.078

Fee: \$100.00
Term: May 1 24 to November 1 24

Applicant: KAVALOUSKAS LLC
(Corporation, partnership, or individual – Must Be Same Name As Beer/Liquor License or Brewer’s Permit)

Business Name: TAYERN ON 6th Business Address: 5712-6th AVE

Contact Person: RICK A KAVALOUSKAS
FIRST M.I. LAST

Phone: 262-496-7009 Email: RIKKAUSS@GMAIL.COM
(Correspondence Will Be Via Email If Address Is Given)

1. **TYPE OF ALCOHOL LICENSE(S)** held by Business: **Class “B”** **“Class B”** **“Class C”**
 State of WI Brewer’s Permit *If applicant holds a Brewer’s Permit issued by the DOR, State of WI, pursuant to Wis. Stats. §125.29, attach a copy. **Attached** **N/A**

2. **OPERATIONAL PLAN:** Months: may 1 - Nov 1 Days: 7

Hours: 8:00 AM to 10:00 PM **REQUEST TO CHANGE CLOSING HOURS TO 8:00 AM to 12:00 AM**

PREMISES LICENSED IN PREVIOUS LICENSE TERM REQUEST FOR EXTENSION OF HOURS
 The licensed premises in the previous licensing term had its outdoor hours extended to 12:00 AM, therefore **APPLICANT REQUESTS TO CHANGE CLOSING HOURS TO 1:30 AM**


Planned Capacity: 16 Lighting & Signage Plan: LIGHTS ON BUILDING
SIGN ON BUILDING SANDWICH BOARD

Safety Protocols, including whether physical barriers will be installed to protect patrons from motor vehicles:
FENCED IN BARREL BARRICADES ON
EACH END

3. **MUSIC RESTRICTIONS**
 Applicant understands that there shall be strict compliance with Chapter XXIII of the Code of General Ordinances, Noise Control. The "Class B," Class "B" and/or "Class C" licensee shall be responsible for any violation of Chapter XXIII, whether or not present upon the premises at the time of violation.
CABARET LICENSED ACTIVITIES ARE PROHIBITED
Amplified music or sound may be permitted in the licensed Outdoor Area subject to following operational hours:
a. 10:00 AM to 10:00 PM where the Outdoor Area has a boundary within seven hundred fifty (750) feet of any residentially zoned property.
b. 10:00 AM to 1:00 AM where the Outdoor Area’s boundaries are greater than seven hundred fifty (750) feet of any residentially zoned property.

4. **SCALED SITE PLAN** indicating: the location and boundary of the proposed Parklet extension; the location of proposed appurtenances within the Parklet extension; exiting property lines; associated building(s) and entrance(s); adjacent building(s) and entrance(s); extent of sidewalk adjacent to business(es), face of curb, location of fire hydrants, bus shelters and/or stops, trees, planters, utility poles, signs, benches, light poles, waste receptacles, driveways, alleys, vaults and any other obstructions within the public right-of-way at proposed location of temporary extension and for an additional twenty (20) feet extending therefrom.
***CONTACT MIKE CALLOVI, CITY DEVELOPMENT, 653-4032 TO SCHEDULE AN APPOINTMENT FOR ASSISTANCE.**
 Attached
5. **ADJACENT BUSINESSES** – list name, address and phone numbers
LULU BIRDS 5716-Lth AVE
EMPTY BUILDING 5708-Lth AVE
6. **PHOTOGRAPH(S)**, a minimum of four (4) inches by six (6) inches, showing the entire street and sidewalk, with building facade proposed for the Parklet extension. **Attached**
7. **APPURTENANCES:** photographs & descriptions, in detail of all appurtenance(s) (furniture, accessories, flower pots, barriers) to be located within the Parklet extension. Identify the materials with which they are constructed. Construction and quality consistent with the business/neighborhood district is preferred and the temporary use will be considered. (If not yet purchased, attach examples of furniture intended to be purchased.) **Photographs Attached w/descriptions**
8. **CERTIFICATE OF INSURANCE**, with Contractual Liability Endorsement, showing insurance in force and effect in the minimum amount of one million dollar (\$1,000,000.00) single limits, two million dollar (\$2,000,000.00) aggregate providing coverage for claims involving death, personal injury and property damage. The City of Kenosha must be a named additional insured under the terms of this policy. The policy shall also be primary and non-contributory, waive subrogation, and provide thirty (30) day notice of cancellation to the City. **Attached**
9. I understand that I am required to also apply for and be granted an Outdoor Cafe Area Permit or an Outdoor Dining Area w/Extension Permit.
10. I understand that all operational regulations, design regulations and service limitations applicable to an outdoor dining permit and outdoor cafe permit, identified in Sections 5.046 and 10.076 of the Code of General Ordinances; and all operational regulations and service limitations applicable to an outdoor extension, identified in Section 10.75 of the Code of General Ordinances, are applicable to Parklet extensions issued pursuant to 10.078 of the Code of General Ordinances.


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.)


 Individual/Partner/Member Signature 3-28-24
 Date

 Partner/Member Signature Date

INDEMNITY AND HOLD HARMLESS AGREEMENT

Applicant, in consideration of having received a Parklet extension, agrees to indemnify and hold harmless the City of Kenosha, Wisconsin, and its officers, employees and agents against any and all losses, claims, damages, costs, expenses, judgments, awards, attorney fees, or settlements which they may incur as a result of the use of the public right-of-way, city street or city property.

 3-28-24
Individual/Partner/Member Signature Date

Partner/Member Signature Date

VERIFICATION BY CITY PLAN:

Zoning Classification: _____ Does the property abut a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, AG-1, RG-2, RM-1, RM-2 OR IP? Yes No. **If Yes, Applicant Does Not Qualify To Extend Operating Hours.**

The outdoor area has a boundary:

within 750 ft of any residentially zoned property.
Amplified music/sound is allowed in outdoor area 10:00 AM to 10:00 PM.

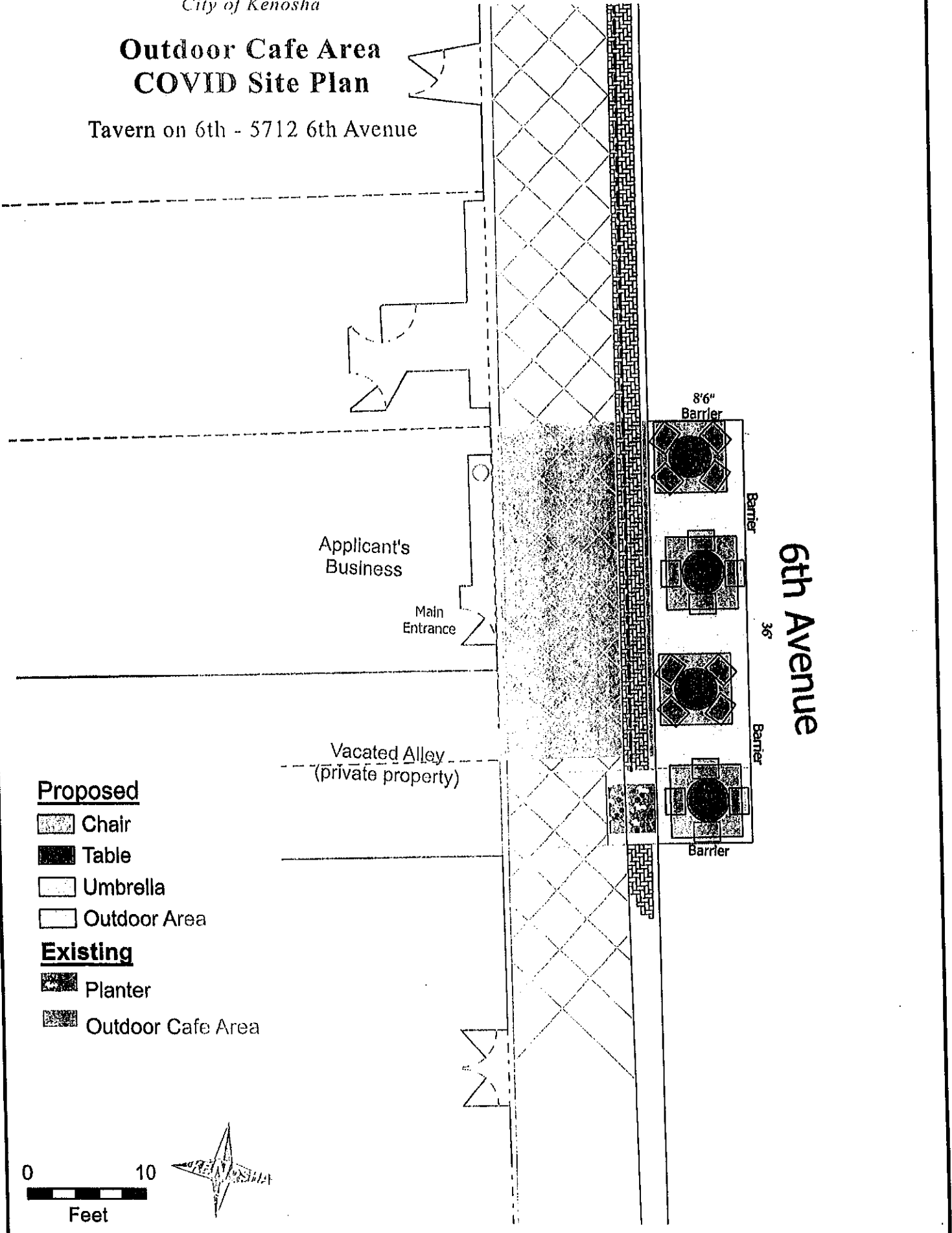
greater than 750 ft of any residentially zoned property.
Amplified music/sound is allowed in outdoor area 10:00 AM to 1:00 AM (or earlier in accordance with the closing time of the outdoor area).

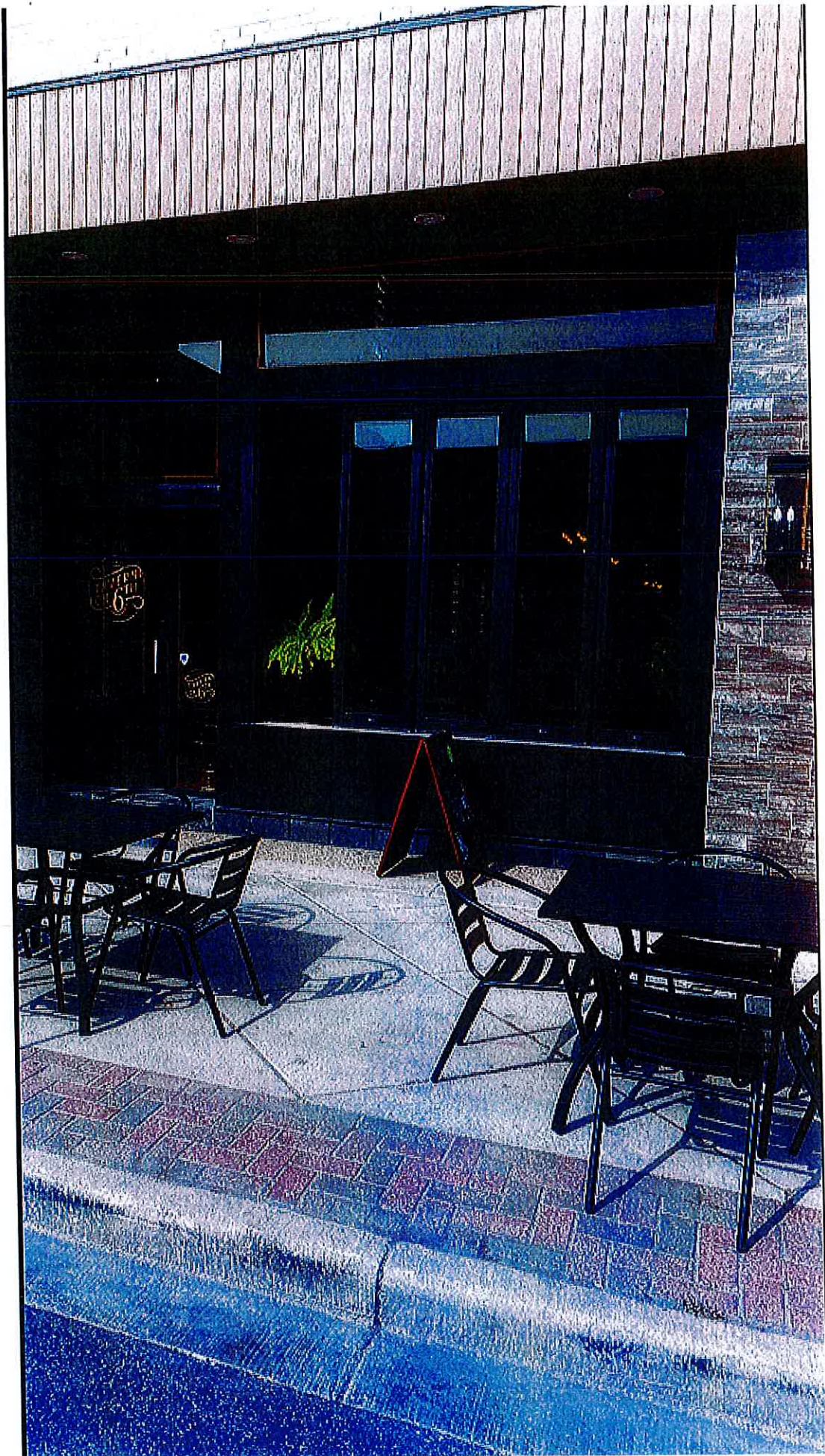
Recommendation:

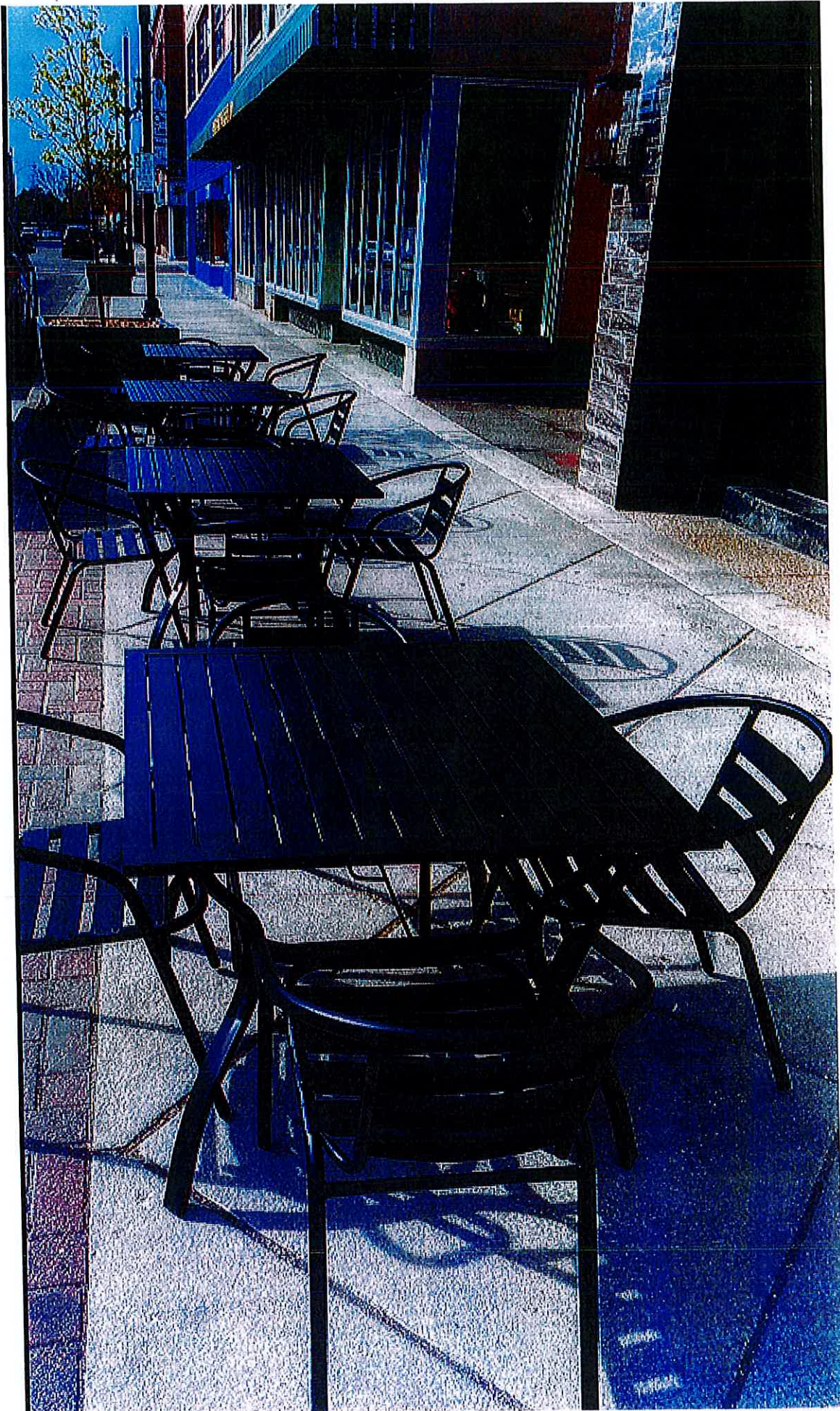
CP Staff Member Signature Date

Outdoor Cafe Area COVID Site Plan

Tavern on 6th - 5712 6th Avenue











Pickup & delivery Walmart.com

Search.com

12

Flash Furniture

Flash Furniture 4 Pk. Black Metal Restaurant Stack Chair with Aluminum Slats

Model: 4TLH017CBK Walmart # 574958332

★★★★ (4.7) 7 ratings Write a review

NEW



1 of 2

Feedback

\$129.09 ~~\$145.72~~

\$129.09

Add to cart

Pickup & delivery

Walmart.com



Search.com



12

★★★★

(3.8) 4 ratings [Write a review](#)



1 of 8

Feedback

\$119.25

\$119.25

Add to cart









CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2024

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

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

PRODUCER Robertson Ryan - Kenosha 2906 Roosevelt Rd Kenosha, WI 53143	CONTACT NAME: Nicole Kaminski PHONE (A/C, No, Ext): (262) 925-3514 FAX (A/C, No): (877) 700-0139 E-MAIL ADDRESS: nkaminski@robertsonryan.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Tavern on Sixth 5712 6th Ave Kenosha, WI 53140	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:85%;">INSURER A : SOCIETY INSURANCE</td> <td style="width:15%; text-align: center;">NAIC # 15261</td> </tr> <tr><td>INSURER B :</td><td></td></tr> <tr><td>INSURER C :</td><td></td></tr> <tr><td>INSURER D :</td><td></td></tr> <tr><td>INSURER E :</td><td></td></tr> <tr><td>INSURER F :</td><td></td></tr> </table>	INSURER A : SOCIETY INSURANCE	NAIC # 15261	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER A : SOCIETY INSURANCE	NAIC # 15261												
INSURER B :													
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BP20034377	8/24/2023	8/24/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 1,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
PRODUCTS - COMP/OP AGG \$ 2,000,000							
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BP20034377	8/24/2023	8/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UM20031676	8/24/2023	8/24/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC20034378	8/24/2023	8/24/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Kenosha is an additional insured for location at: 5712 6th Ave. Kenosha, WI 53140. 30 day cancellation notice applies.

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



OFFICE USE ONLY	
DATE FILED:	3/28/24
INITIALS:	JH
DISTRICT:	2
LP:	4/8
CC:	4/15
BEER/LIQUOR LICENSE DEMERIT POINTS: _____ (CANNOT BE GRANTED IF OVER 50 DEMERIT POINTS)	

PARKLET TEMPORARY OUTDOOR EXTENSION

CLK019 (rev. 04/23)
CITY ORDINANCE 10.078

Fee: \$100.00
Term: May 1 2024 to November 1 20

Applicant: Rustic Ventures LLC
(Corporation, partnership, or individual - Must Be Same Name As Beer/Liquor License or Brewer's Permit)

Business Name: Rustic Road Brewing Co Business Address: 5706 6TH AVE Kenosha WI 53140

Contact Person: Chuck Nelson
FIRST M.I. LAST

Phone: 262-620-3592 Email: chuck@rusticbrewing.com
(Correspondence Will Be Via Email If Address Is Given)

1. TYPE OF ALCOHOL LICENSE(S) held by Business: Class "B" "Class B" "Class C"
 State of WI Brewer's Permit *If applicant holds a Brewer's Permit issued by the DOR, State of WI, pursuant to Wis. Stats. §125.29, attach a copy. Attached N/A on file

2. OPERATIONAL PLAN: Months: 5-1-24 - 10-31-24 Days: Sun-Sat
Hours: ~~8:00 AM~~ to 10:00 PM REQUEST TO CHANGE CLOSING HOURS TO 8:00 AM to 12:00 AM Fri-Sat-weekends only

PREMISES LICENSED IN PREVIOUS LICENSE TERM REQUEST FOR EXTENSION OF HOURS
 The licensed premises in the previous licensing term had its outdoor hours extended to 12:00 AM, therefore **APPLICANT REQUESTS TO CHANGE CLOSING HOURS TO 1:30 AM**

Planned Capacity: ~~25~~ 12 Lighting & Signage Plan: outdoor lighting
String lights - battery table lights / sign on building

Safety Protocols, including whether physical barriers will be installed to protect patrons from motor vehicles:
Platform to level curb height - Fenced area w/barrels full of water

3. MUSIC RESTRICTIONS
 Applicant understands that there shall be strict compliance with Chapter XXIII of the Code of General Ordinances, Noise Control. The "Class B," Class "B" and/or "Class C" licensee shall be responsible for any violation of Chapter XXIII, whether or not present upon the premises at the time of violation.


CABARET LICENSED ACTIVITIES ARE PROHIBITED
Amplified music or sound may be permitted in the licensed Outdoor Area subject to following operational hours:
a. 10:00 AM to 10:00 PM where the Outdoor Area has a boundary within seven hundred fifty (750) feet of any residentially zoned property.
b. 10:00 AM to 1:00 AM where the Outdoor Area's boundaries are greater than seven hundred fifty (750) feet of any residentially zoned property.

4. **SCALED SITE PLAN** indicating: the location and boundary of the proposed Parklet extension; the location of proposed appurtenances within the Parklet extension; exiting property lines; associated building(s) and entrance(s); adjacent building(s) and entrance(s); extent of sidewalk adjacent to business(es), face of curb, location of fire hydrants, bus shelters and/or stops, trees, planters, utility poles, signs, benches, light poles, waste receptacles, driveways, alleys, vaults and any other obstructions within the public right-of-way at proposed location of temporary extension and for an additional twenty (20) feet extending therefrom. ***CONTACT MIKE CALLOVI, CITY DEVELOPMENT, 653-4032 TO SCHEDULE AN APPOINTMENT FOR ASSISTANCE.**
 Attached
5. **ADJACENT BUSINESSES** – list name, address and phone numbers

 5702 Sandy's Poppers (new 4/24) unknown

 5708 - 6th AVE Gottfriedsen & Nicolls 262-344-6753
6. **PHOTOGRAPH(S)**, a minimum of four (4) inches by six (6) inches, showing the entire street and sidewalk, with building facade proposed for the Parklet extension. Attached
7. **APPURTENANCES:** photographs & descriptions, in detail of all appurtenance(s) (furniture, accessories, flower pots, barriers) to be located within the Parklet extension. Identify the materials with which they are constructed. Construction and quality consistent with the business/neighborhood district is preferred and the temporary use will be considered. (If not yet purchased, attach examples of furniture intended to be purchased.) Photographs Attached w/descriptions
8. **CERTIFICATE OF INSURANCE**, with Contractual Liability Endorsement, showing insurance in force and effect in the minimum amount of one million dollar (\$1,000,000.00) single limits, two million dollar (\$2,000,000.00) aggregate providing coverage for claims involving death, personal injury and property damage. The City of Kenosha must be a named additional insured under the terms of this policy. The policy shall also be primary and non-contributory, waive subrogation, and provide thirty (30) day notice of cancellation to the City. Attached
9. I understand that I am required to also apply for and be granted an Outdoor Cafe Area Permit or an Outdoor Dining Area w/Extension Permit.
10. I understand that all operational regulations, design regulations and service limitations applicable to an outdoor dining permit and outdoor cafe permit, identified in Sections 5.046 and 10.076 of the Code of General Ordinances; and all operational regulations and service limitations applicable to an outdoor extension, identified in Section 10.75 of the Code of General Ordinances, are applicable to Parklet extensions issued pursuant to 10.078 of the Code of General Ordinances.

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.)



 Individual/Partner/Member Signature

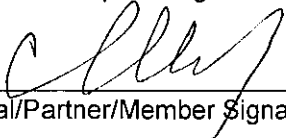
 3/26/24
 Date

 Partner/Member Signature

 Date

INDEMNITY AND HOLD HARMLESS AGREEMENT

Applicant, in consideration of having received a Parklet extension, agrees to indemnify and hold harmless the City of Kenosha, Wisconsin, and its officers, employees and agents against any and all losses, claims, damages, costs, expenses, judgments, awards, attorney fees, or settlements which they may incur as a result of the use of the public right-of-way, city street or city property.


3/26/24

 Individual/Partner/Member Signature Date

 Partner/Member Signature Date

VERIFICATION BY CITY PLAN:

Zoning Classification: _____ Does the property abut a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, AG-1, RG-2, RM-1, RM-2 OR IP? Yes No. **If Yes, Applicant Does Not Qualify To Extend Operating Hours.**

The outdoor area has a boundary:

within 750 ft of any residentially zoned property.
Amplified music/sound is allowed in outdoor area 10:00 AM to 10:00 PM.

greater than 750 ft of any residentially zoned property.
Amplified music/sound is allowed in outdoor area 10:00 AM to 1:00 AM (or earlier in accordance with the closing time of the outdoor area).

Recommendation:

CP Staff Member Signature Date



State of Wisconsin • DEPARTMENT OF REVENUE

Personal Wallet Copy

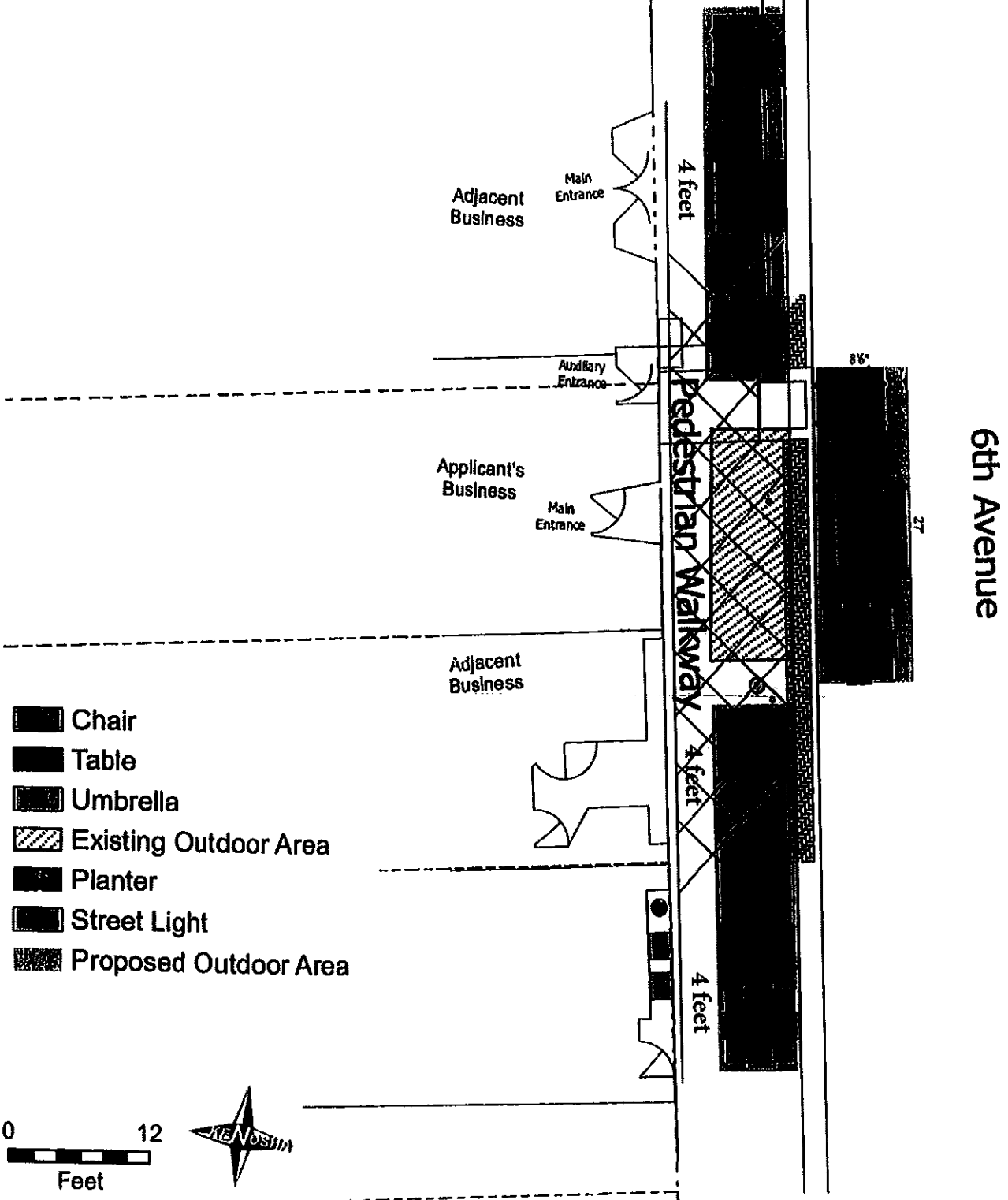
Alcohol Beverage Permit: 309-1027395760-09

Legal/Real Name: RUSTIC VENTURES LLC

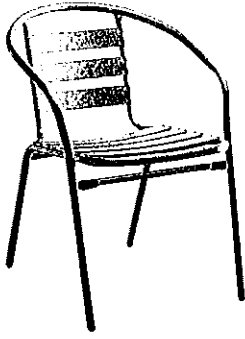
Signature _____

Temporary Outdoor Extension Area Site Plan

Rustic Road - 5706 6th Avenue







Outdoor Use

The table has an aluminum base and steel top, while each chair has a steel frame and textured aluminum slats for the seat and back. Both the table and chairs are powder coated to resist rust and corrosion caused by moisture and inclement weather. This set is easy to clean and sure to withstand the elements associated with outdoor use.

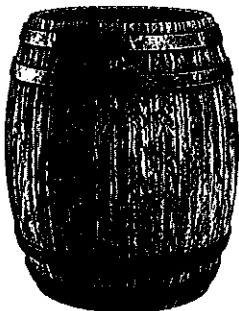
Table Dimensions:

- Length:31 1/2 Inches
- Width:31 1/2 Inches
- Height:27 9/16 Inches

Chair Dimensions:

- Chair Width:21 1/4 Inches
- Chair Depth:23 Inches
- Chair Height:28 3/4 Inches
- Seat Height:17 Inches
- Chair Capacity:300 lb.

Whiskey Barrels on corners attached to fencing, filled with water to serve as barrier/protection from vehicles.





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< Table / Chair Sets Outdoor Restaurant Tables and Sets
Lancaster Table & Seating 31 1/2" x 31 1/2" Chrome
Square Outdoor Standard Height Table with 4 Chrome
Arm Chairs

Item #: 427CSTL32S4A



Last purchased Mar 31, 2023

Kit

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Zippity Outdoor Products ZP19026 Lightweight Portable Vinyl Picket Fence Kit w/Metal Base(42" H x 92" W), White

Amazon's Choice for "driveway fence"





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Whole Foods

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Amazon Home

Shop by Room

Discover

Shop by Style

Home Décor

Furniture

Kitchen & Dining

Bed & Bath

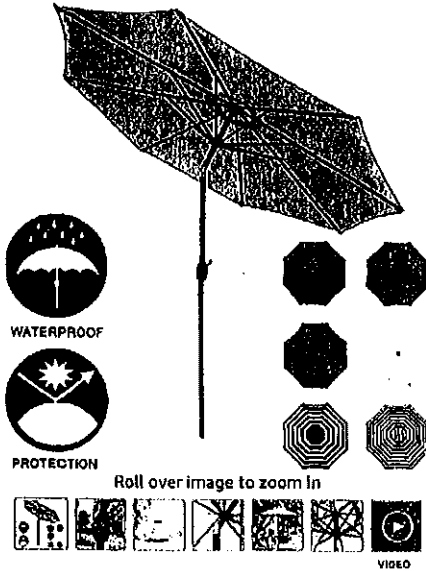
Garden & Outdoor

Home Improvement

102

Patio, Lawn & Garden > Patio Furniture & Accessories > Umbrellas & Shade > Umbrellas

Sponsored



Sunnyglade 9' Patio Umbrella Outdoor Table Umbrella with 8 Sturdy Ribs (Tan)

Brand: Sunnyglade

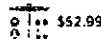
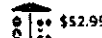
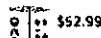
4,781 ratings

Amazon's Choice for "table umbrella ..."

Price: \$52.99 & FREE Shipping. Details & FREE Returns

Get \$60 off instantly: Pay \$0.00 upon approval for the Amazon Rewards Visa Card. No annual fee.

Color: Tan



- Made of 100% polyester that can be waterproof, long lasting, easy to clean.
- Powder Coated Aluminum Pole(40mm Diameter aluminum pole) and 8 sturdy ribs provides stronger support. Includes single wind vent for stability.
- 9 feet diameter- Wide enough to your 42" to 54" round, square or rectangle table with 4 to 6 chairs.
- Easy crank open function with push button tilt, keeping cool and comfortable from the sun.
- This Patio Umbrella Include Push Button Tilt/Crank. Note:The base is not included in this Item.You can buy the sunnyglade umbrella base (ASIN:B06XT1TFJN) to match it.

Compare with similar items

\$52.99

& FREE Shipping. Details & FREE Returns

Arrives: July 29 - 30 Details

Fastest delivery: Tuesday, July 28 Details

In Stock.

Qty: 1

Add to Cart

Buy Now

Secure transaction

Sold by Sunnyglade and Fulfilled by Amazon.

Add gift options

Select delivery location

Add to List

Add to Wedding Registry

Share

Have one to sell?

Sell on Amazon

268

Sponsored



RUSTVEN-01

THECKEL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/26/2024

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

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

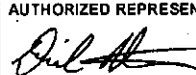
PRODUCER Racine - Vizance, Inc. 1300 S. Green Bay Rd. Ste 300 Racine, WI 53406	CONTACT NAME: Kathryn Madigan	PHONE (A/C, No, Ext): (920) 441-1029	FAX (A/C, No):
	E-MAIL ADDRESS: KMadigan@vizance.com		
INSURED Rustic Ventures LLC 5706 6th Ave Kenosha, WI 53140	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Society Insurance		15261
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	X	BP18044920	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$				UM22004918	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A	WC19007559	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability				BP18044920	4/1/2023	4/1/2024	Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Kenosha, its elected officials, representatives, employees and agents are named as additional insured under the General Liability policy when required by written contract subject to actual policy forms, terms, and conditions. A Waiver of Transfer of Rights of Recovery Against Others to Us endorsement applies in favor of the additional insured/s for General Liability when required by written contract subject to actual policy forms, terms, and conditions. A 30 day Notice of Cancellation applies subject to actual policy forms, terms, and conditions.

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

ORDINANCE NO. _____

PRINCIPAL SPONSOR: ALDERPERSON JAN MICHALSKI
CO-SPONSOR: ALDERPERSON BILL SIEL
ALDERPERSON ROLLIN PIZZALA
ALDERPERSON CURT WILSON

TO REPEAL AND RECREATE PORTIONS OF CHAPTER XVI
PROPERTY MAINTENANCE CODE 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: Chapter XVI of the Code of General Ordinances for the City of

Kenosha is hereby repealed and recreated as follows:

CHAPTER XVI. PROPERTY MAINTENANCE CODE

16.01. Title.

This Chapter of the Code of General Ordinances shall be known as "Property Maintenance Code of the City of Kenosha, Wisconsin," hereinafter referred to as "this Code" or "Code."

16.02. Definitions.

A. General.

Interchangeability means words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural; and the plural includes the singular, except where the context indicates another interpretation.

May means the word "may" is permissive. The phrase "may not" is mandatory.

Parts means whenever the words Structure, Accessory Structure, Dwelling Unit, Dwelling, Premises, Building, Lodging House, or Lodging Room, are stated in this Code, they shall be construed as though they were followed by the words "or any part thereof."

Phrases means the phrase "used for" includes the phrases "arranged for," "designed for," "intended for," "maintained for," and "occupied for."

Scope means unless otherwise expressly stated, the following terms shall, for the purposes of this Code, have the meanings stated in this Section.

Shall means the word "shall" is mandatory and not discretionary.

Terms Defined Elsewhere means where terms are not defined in this Code and are defined in other City Ordinances, Codes, or ASHRAE and NFPA 70, such terms shall have the meanings ascribed to them therein in those Codes.

Terms Not Defined means where terms are not defined herein, or through the methods of interpretation authorized by this Section, such terms have ordinarily accepted meanings, such as the context indicates.

B. General Definitions.

Accessory Building/Structure means a detached Building or Structure on the same lot, with and of a nature customarily incidental and subordinate to the principal Building or Structure or use of the land, specifically including, but not limited to, canopies, tents, trailers, a child's playhouse, a garden house, a greenhouse, a garage, a carport, a shed, fence, or retaining wall.

Appliance means a piece of equipment or machine usually operated electrically, especially for use in the home or for performance of domestic chores, specifically including, but not limited to, ovens, washing machines, clothes-drying machines, dish washers, refrigerator, or freezer.

Basement means that portion of a Building which is fifty (50) percent or more below grade.

Bathroom means a room containing plumbing fixtures including a toilet and sink.

Bedroom means a room or space used or intended to be used for sleeping purposes.

Building means that which is built or constructed, an edifice of any kind, or any part ~~portion~~ thereof. The term also includes canopies, ~~a combination of material to form a construction that is safe and stable, and adapted to permanent or continuous Occupancy in accordance with the Zoning Ordinance.~~

Carbon Monoxide Detector means a device that detects the presence of carbon monoxide gas.

Close/Closed/Closing means to vacate, cease operation or use. Secure means to prevent entry contrary to this Chapter.

Code of General Ordinances means City of Kenosha Code of General Ordinances.

Code Official means the Director of the Department of City Inspections, or any duly authorized designee of the Director.

Commercial means arranged, designed, used or intended to be used for Nonresidential Occupancy.

Debris means ashes, rubbish, trash, combustible and noncombustible waste materials, paper, cartons, scrap wood, rubber, scrap tires, scrap leather, tree branches severed from the tree and laying on the ground, accumulated Yard trimmings, metal cans, scrap metals, scrap glass or construction material.

Decorative Landscaping Wall means ornamental walls not providing support to any other Structure and whose use is solely as a landscaping feature which is architecturally designed to be precast, integrally colored, or textured.

Department means the Department of City Inspections.

Dwelling means a place of abode, a residence, a house or multiple Dwelling Units for use by one (1) or more Persons, but excluding hotels, motels, bed and breakfasts establishments and Lodging Houses.

Dwelling Unit means a single unit providing complete, independent living facilities for one (1) or more Persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Dumpster means a trash or garbage receptacle designed to be hoisted and emptied. ~~large container for receiving, transporting, and dumping materials.~~

Efficiency Dwelling Unit means a Dwelling Unit with kitchen facilities and Bathroom facilities.

Egress Window shall have the meaning provided in the Wisconsin Administrative Code SPS 321.03.

Endanger(s) Safety means to injure or damage any Person or property, or the life, health and safety of any Person

Equipment means all piping, ducts, vents, control devices and other components of systems that are permanently installed and integrated in the Structure to provide control of environmental conditions, plumbing, electrical and heating systems, ~~elevators,~~ **handicap accessible doors**, and other systems specifically regulated in this Code.

Equipment does not include appliances.

Exterior Premises means the open space on the Premises or the portion of the Premises upon which there is not a Structure and those portions for which there is Structure, but it is not enclosed by windows or screens. Examples of Exterior Premises include, but are not limited to, open porches, decks, patios, and balconies.

Extermination means the control and elimination of an Infestation by poison spraying, fumigating, trapping or by any other pest elimination methods approved by the Code Official; by controlling harborage; and by removing or making inaccessible materials that serve as food.

Fixture means any object attached to a property as an apparatus or appliance.

Garbage means the animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Good Repair means maintained in a clean manner free from material defect.

Good Working Condition means capable of performing the task for which it was designed and in the manner intended by this Code.

~~Graffiti means marks, symbols, signs, letters, names, phrases, or sentences which are inscribed or placed on real property without permission of the owner.~~

Habitable Space means space in a Structure for living, sleeping, eating or cooking. Bathrooms, closets, halls, stairways, storage or utility spaces, and similar areas are not considered Habitable Spaces.

Imminent Danger means a condition which could cause serious or life threatening injury or death at any time.

Impervious to Water means constructed of concrete, cement block, terrazzo, brick, tile or other material approved by the Code Official and having tight-fitting joints, and prohibiting the movement of water.

Infestation includes, but is not limited to, rats, mice, cockroaches, bedbugs, fleas, ants, termites, squirrels, raccoons, bats, or skunks, within a Structure. ~~of rats, mice, cockroaches, bedbugs, termites, squirrels, raccoons or bats means the presence, within a Structure of rats, mice, cockroaches, bedbugs, termites, squirrels, raccoons or bats.~~

Light means adequate lighting shall mean an intensity of two and one-half (2½) foot candles at a plane thirty (30) inches above the floor line. The required intensity shall apply to both natural and artificial lighting.

Lodging House means a Structure containing at least three (3) Lodging Rooms the renters of each of which utilize a shared Bathroom.

Lodging Room means a rented room, excluding hotel or motel rooms, used primarily for sleeping and living purposes, which room excludes sanitary facilities.

Motor Vehicle(s) ~~means "Motor Vehicle(s)"~~ shall include mobile home, moped, motor bicycle, motorbus, motorcycle, motor-driven cycle, motor home, motor truck and Motor Vehicle as defined in Wis. Stats. ch. 340.

Nonresidential means arranged, designed, used or intended to be used for an Occupancy that is not Residential in nature.

Occupancy means the use of a Structure.

Occupant means any individual having lawful Occupancy, who is living, or sleeping or working in a Structure or having or exercising possession of a space within a Structure, whether or not a Tenant.

Open and Accessible Structure means a Structure which has no barrier to unlawful entry.

Openable Area means that part of a window, skylight or door which is available for unobstructed Ventilation and which opens directly to the outdoors.

Operator means any Person, other than the Owner, who has charge, care and control of a Structure or Premises, including maintenance responsibility, which is rented or offered for Occupancy.

Owner means any Person having a title to the Premises.

Person means any natural Person, firm, partnership, corporation, or legal entity.

Pothole means a hole or pit in a walking, driving, or parking surface, paved or unpaved. ~~Pothole means a hole or pit in a paved surface, including, but not limited to, highways, driveways, sidewalks, and parking lots.~~

Premises means any lot, whether or not improved with a principal or Accessory Building. When a lot is improved with a Structure, the lot and Structure shall be jointly referred to as Premises.

Provided means furnished, supplied, paid for or under control of the Responsible Person.

Raze the Structure means to demolish and remove the Structure and to restore the site to a dust-free and erosion-free condition.

Recreational Vehicle means its definition in Wis. Stats. Ch. 340.

Rent means to permit, provide or offer possession or Occupancy of a Dwelling, Dwelling Unit, Premises or Structure to a Person who is not the legal Owner of record thereof.

Residential means arranged, designed, used or intended to be used for Residential Occupancy.

Responsible Person means 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 XXVIII. The term "Responsible Person" does not include the City, holders of mortgages subordinate to other mortgages, or holders of any liens including mechanics' liens, or utility liens, special assessments, special charges, or tax delinquencies, against the real estate that includes the Structure or Premises.

Retaining Wall means a wall that is built with the purpose of holding or that actually ~~and~~ holds back a mass of earth or water.

Roof Covering means the exterior roof cover or skin of the roof assembly, consisting of membrane, panels, sheets, shingles, tiles, or other materials designed as roofing materials.

Rut means a sunken track or groove, including, but not limited to, those made by the passage or parking of vehicles.

Scrap Metal refers to its general definition, without regard to whether the metal is suitable or intended for reprocessing or recycling.

Screening means a hedge, wall or fence to provide a visual separation and a physical barrier in compliance with the City Code of General Ordinances or Zoning Ordinance.

Secure. When used with respect to a Structure, the term means configured or arranged to prevent unauthorized entry or access.

Smoke Detector means a device that detects particles or products of combustion other than heat.

State Laws means the laws, rules and regulations of the State of Wisconsin.

Structure means any existing principal Building, whether or not inhabited or inhabitable, and any existing Accessory Building, such as a garage, which is not inhabited or inhabitable. Structure may also be included within the meaning of Premises, as indicated by the context.

Temporary Dumpster means a Dumpster, Bagster, Conex box, shipping container, or similar receptacle, used temporarily and during the construction, re-construction, or renovation of buildings or structures.

Tenant means a Person occupying a rented Premises.

Unfit means a Structure that is unfit for habitation, Occupancy or use because of the degree to which the Structure is dilapidated, in disrepair or lacks maintenance; that is unsanitary, has an ~~an-severe~~ Infestation, contains filth and contamination; or that lacks **adequate** Ventilation, illumination, sanitary (including, but not limited to, running water) facilities or equipment, or heating facilities or equipment, smoke detectors, carbon monoxide detectors, electrical facilities or fixtures or equipment, plumbing facilities or fixtures or equipment, sewage systems or equipment, or any other essential Equipment required by this Code.

Unlawful Structure means a Structure in whole, or in part, occupied by more Persons than permitted under this Code, or a Structure which is erected, altered or occupied contrary to State Law, or to the City Code of General Ordinances or Zoning Ordinance.

Unoccupiable Structure means a vacant Structure that has been damaged by fire, water, wind, animals, or vandalized and/or entered and inhabited and unfit for habitation or Occupancy.

Unsafe Equipment means any Equipment within the Structure or servicing the Structure which is in such disrepair or condition that such Equipment is unsafe for operation and use.

Unsafe Structure means a Structure that Endangers Safety for reason that it is in imminent danger of failure or collapse, or a part of it has failed or collapsed, or it is in a condition of decay or dilapidation, or it has the presence of explosives, explosive fumes or vapors, toxic fumes, gases or materials, or it is the subject of the operation of Equipment.

Vehicle means its definition in Wis. Stats. ch. 340, as well as any type of utility trailer.

Ventilation means the natural or mechanical process of supplying conditioned or nonconditioned air to, or removing such air from, any space.

Weather Tight means sealed against the elements ~~rain and wind~~, with no light showing from any exterior opening except windows.

Weeds mean any plants prohibited in either all of Wisconsin or in Kenosha County by Wisconsin Administrative Code § NR (Natural Resources) 40.04(2)(b), the term also includes any noxious weed under Wis. Stats. § 66.0407 or Section 5.117 of the Code of General Ordinances.

Workerlike means work executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged, without marring adjacent work and in accordance with generally accepted professional procedures and construction standards.

Yard means an open space on a lot improved with a Structure.

Zoning Ordinance means the City of Kenosha Zoning Ordinance.

16.03. General.

- A. **Scope.** The provisions of this Code shall apply to all existing Residential and Nonresidential Structures and all Premises and constitute minimum requirements and standards for Premises, Structures, equipment, and facilities for Light, Ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; determine the responsibility of Owners, Operators, and Occupants; regulate the Occupancy of existing Structures and Premises, and provide for the administration and enforcement of this Code and provide for penalties for conviction of violation of this Code.
- B. **Intent.** This Code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the Occupancy and maintenance of Structures and Premises. The establishment and enforcement of minimum Residential and Nonresidential property maintenance standards is necessary to preserve and promote the public interest and protect private property. This includes, among others, the protection of physical, aesthetic and monetary values. Existing Structures and Premises that do not comply with these provisions shall be altered or repaired by the Responsible Person to provide compliance with this Code.
- C. **Severability.**

1. If any provision of this Code is, for any reason, held to be unconstitutional, invalid, or unenforceable by any court of competent jurisdiction, such judgment shall not affect the validity of the remaining provisions of this Code, which shall remain in full force and effect.
2. If the application of any provision of this Code is for any reason held to be an invalid application to a particular Premises or Structure by any court of competent jurisdiction, such provision shall continue to apply and remain in full force and effect to any Premises or Structure not specifically included in said judgment.

16.04. Applicability.

- A. **General.** The provisions of this Code shall apply to all matters affecting or relating to existing Structures and to Premises, as set forth herein. Where, in a specific case, different sections of this Code specify different requirements, the most restrictive shall govern. The provisions of this Code do not apply to the construction occurring pursuant to a valid building permit.
- B. **Conflict.** In any case where a provision of this Code is found to be in conflict with a provision of the Zoning Ordinance or Code of General Ordinances, the provision which established the higher standard for the protection of the public health, safety and welfare shall prevail.
- C. **Responsibility for Maintenance.** Except as otherwise specified herein, each Responsible Person or Tenant where the Tenant is identified as responsible in the Code shall be responsible for the maintenance of Structures and Premises under this Code and subject to penalty for conviction of any violation of this Code.
- D. **Prior Regulations.** Equipment, systems, devices and safeguards required by a previous State Law, Ordinance or code under which the Structure was constructed, altered or repaired or Premises developed, shall be maintained in Good Repair and in good working order. The requirements of this Code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in Good Repair and in good working order in Structures.
- E. **Application of Other Ordinances.** Nothing contained herein shall be deemed to authorize the use of a Structure or Premises contrary to any other provision of the Code of General Ordinances or the Zoning Ordinance. Repairs, additions or alterations to a Structure, shall be done in accordance with the procedures and provisions of State Law and Chapter IX of the Code of General Ordinances and National Fire Protection Association 70. Nothing in this Code shall be construed to cancel, modify or set aside any provision of the Zoning Ordinance.
- F. **Existing Remedies.** The provisions in this Code shall not be construed to abolish or impair existing remedies of the City or its officers or agencies under State Laws or other City General or Zoning Ordinances relating to the removal or demolition of any Structure which is dangerous, unsafe and unsanitary or the abatement of public nuisances.
- G. **Workerlike.** Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this Code shall be executed and installed in a Workerlike manner and installed in accordance with the manufacturer's installation instructions.
- H. **Historic Buildings.** The provisions of this Code shall apply to Structures designated by the Federal Government, State or City as historic Buildings. Any work to said Structures shall also comply with Section 15 of the Zoning Ordinance and Wis. Stats. § 101.121.
- I. **Referenced Statutes, Ordinances, Codes and Standards.** The Statutes, Ordinances, codes and standards referenced in this Code shall be incorporated herein by reference and be a part of the requirements of this Code to the prescribed extent of each such reference and include amendments, renumbering and successor acts.
- J. **Requirements Not Covered By This Code.** Requirements necessary for the strength, stability or proper operation of an existing Structure or equipment, or for the public safety, health and general

welfare, not specifically covered by this Code, shall be determined by the Code Official, subject to a right of appeal to the Board of Housing Appeals pursuant to Section 16.13.

16.05. Code Official.

- A. **Code Official.** The Code Official shall have the authority to exercise the powers and duties of the position specified in this Code.
- B. **Code of Conduct.** The Code Official, in administering and enforcing this Code, shall abide by the City of Kenosha's Code of Ethics.

16.06. Powers and Duties of Code Officials.

- A. **General.** The Code Official shall administer and enforce this Code.
- B. **Inspections.** The Code Official has the power to inspect Premises and Structures to determine compliance with this Code. The Code Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise in the course of their duties. ~~The Code Official may authorize other City department heads to exercise any authority given to the Code Official under this Code; the subject matter of any such authority granted to another department head becomes part of their official responsibilities. The Code Official and any department head with the foregoing authorization are authorized to delegate their authority under this Code to employees in their departments; this authority to delegate expressly includes the authority to issue and be named in citations and complaints. The Code Official may delegate any of their powers and responsibilities to other members of the Department. Any act that could be done by the Code Official may be done by another member of any City department, whether the Department of City Inspections or otherwise, if the Code Official requests it.~~
- C. **Right of Entry.** The Code Official is authorized to enter Structures or Premises, at reasonable times, with the expressed or implied consent of the Owner, Operator or Occupant, to conduct administrative interior and exterior inspections for Code administration and enforcement and Licensing/Permitting purposes specified in other ordinances. If entry is refused or not obtained, the Code Official is authorized to pursue recourse to obtain entry as Provided by law.
- D. **Cooperation.** Every Owner, Operator and Occupant of a Premises shall cooperate with and facilitate reinspections of Premises at reasonable times pursuant to reasonable notice by the Code Official to determine Code compliance with an Order to Repair. Failure by said Owner, Operator or Occupant to cooperate with and facilitate such reinspections by the Code Official shall be a violation of this Code.
- E. **Obstruction.** No Owner, or Operator of a Premises may deny the Code Official the right to enter and inspect any portion thereof under the control of an Occupant where such Occupant has consented to said entry and inspection.
- F. **Denial of Entrance.** No Occupant of a Premises may obstruct the Owner thereof from complying with any order(s) of the Code Official made under authority of this Code. Obstruction includes the denial of entry into a Premises at reasonable times pursuant to reasonable notice.
- G. **Identification.** The Code Official shall carry Department issued identification when entering and inspecting Premises in the performance of their duties under this Code and display such identification, when asked.
- H. **Notices, Citations, and Orders.** The Code Official may, as necessary, issue notices, citations, and orders to Responsible Persons and Tenants, where relevant, to obtain compliance with this Code.
- I. **Department Records.** The Director of the Department is responsible for keeping official records of all business and activities of the Department specified in the provisions of this Code in accordance with State and City record keeping requirements.

16.07. Approval of Alternative Materials, Methods and Equipment.

- A. **Modifications.** Whenever there are practical difficulties involved in achieving strict compliance with the provisions of this Code, the Code Official shall have the authority to grant modifications for individual cases, Provided the Code Official shall first find that special individual reason makes enforcement of the strict letter of this Code impractical and the modification will be in compliance with the intent and purpose of this Code and that such modification does not lessen health, life and fire safety protection.
- B. **Alternative Materials, Methods and Equipment.** The provisions of this Code are not intended to prevent the installation of any material or to prohibit any method of construction or equipment not specifically prescribed by this Code, Provided that any such alternative has been approved, as hereinafter Provided. An alternative material or method of construction or equipment shall be approved where the Code Official finds that the proposed alternative complies with the intent of the provisions of this Code, and that the material, method, or equipment proposed is, for the purpose intended, at least the equivalent of that prescribed in this Code in quality, strength, effectiveness, fire resistance, durability and safety.
- C. **Required Testing.** Whenever there is insufficient evidence of compliance with the provisions of this Code, or evidence that a material, method or equipment does not conform to the requirements of this Code, or in order to substantiate claims of suitability for alternative materials, methods, or equipment, the Code Official shall have the authority to require tests to be made at no expense to the City, to determine compliance with this Code.
 - 1. **Test Methods.** Test methods shall be generally recognized and accepted in the profession.

16.08. Violations.

- A. **Violations.** It shall be a violation of this Code for any Responsible Person or Tenant, where relevant, to fail to timely comply with any of the provisions of this Code.
- B. **Prosecution of Violation.** If the order to repair is not complied within a timely manner, the Code Official may initiate the appropriate proceeding at law or in equity to restrain, correct or abate such violation, and to require the removal or termination of the unlawful Occupancy of the Premises.

16.09. Notices and Orders.

- A. **Notice of Violation and Order To Repair.** Whenever the Code Official determines that there has been a violation of this Code, notice shall be given to the Responsible Person or Tenant, where applicable, in the manner and form prescribed in this Code.
- B. **Form.** Such notice and order shall:
 - 1. Be in writing.
 - 2. Include a statement of the violation with reference to the applicable provision(s) of this Code.
 - 3. Contain an Order to Repair and allow a reasonable date certain for the violation to be corrected.
 - 4. Include a notice of the appeal process.
 - 5. Be served upon the Responsible Person or Tenant, where relevant.
- C. **Method of Service.** Such notice and order shall be deemed to be properly served if a copy thereof is:
 - 1. Personally served in the manner Provided for in State Statutes for service of process; or

2. Sent by certified mail addressed to the last known address; or
3. Sent by U.S. first class mail, postage prepaid, addressed to the last known address; and
4. Posted in a conspicuous place on or about the main entrance to the Structure, where there is a Structure. If there is no Structure, such notice and order shall be posted on a conspicuous place on the Premises.

D. Recurring Violations.

1. Whenever there has been a notice of violation and order issued to the Responsible Person or Tenants, where relevant, for a violation of this Code, no further notice and order shall be necessary for any reoccurrence of the same or similar violation within a twelve-month period ensuing the date of the notice and order.
2. Whenever there has been a complaint and subsequent notice of violation and order issued to the Responsible Person or Tenants, where relevant, for any violation of this Code, or order issued pursuant to Charter Ordinance No. 26 as amended, no further notice and order shall be necessary upon a third complaint and violation of this Code, or order issued pursuant to Charter Ordinance No. 26 as amended, or any combination thereof, within a twelve-month period prior to the commencement of any reinspection fees and/or forfeiture action, or prior to seeking an injunction in a court of record.

E. Public Information. Notices and orders may be posted on the City Web Page for purposes of public information.

16.10. Unsafe, Unfit for Occupancy, Unlawfully Occupied, Vacant Substandard Structures and Unsafe Equipment.

- A. **Closing of Structures and Equipment.** If a Structure is found by a Code Official to be Unsafe, Unfit for Occupancy, Unlawful Occupied, Vacant Substandard, ~~or~~ contain Unsafe Equipment, **or present an unreasonable risk of injuring the health or safety of any occupants**, the Code Official is authorized to order the Structure and/or Unsafe Equipment Closed and secured by a date certain. Upon failure of the Responsible Person to Close the Structure or Unsafe Equipment within the time specified in the order, the Code Official may cause the Structure or Unsafe Equipment to be Closed through its employees or agents, or by contract or arrangement by private Persons and placarded.
- B. **Special Charges.** Costs incurred in Closing or securing of Structure or Equipment shall be paid by the City. The Code Official shall recover the costs through special charges levied against the benefited property. A one hundred dollar (\$100.00) administrative fee for processing and administering the special charge shall be added to the special charge against the benefited property.
- C. **Notice and Order.** Whenever the Code Official has ordered the Closing of a Structure or Unsafe Equipment, the Notice and Order shall be posted in a conspicuous place on or about the Structure or Unsafe Equipment affected by such notice and served on the Responsible Person as prescribed in Section 16.09.
- D. **Placarding.** Upon failure of the Responsible Person served with a Notice and Order to abate, remove and/or Close the Structure or Unsafe Equipment in accordance with the order within the time given, the Code Official shall post on the Structure a placard bearing the words Unfit For Habitation/Occupancy, and on Unsafe Equipment a placard bearing the words Unsafe For Operation/Use.
- E. **Prohibited Occupancy.** Any Person who enters, inhabits, or who occupies or uses a placarded Structure or operates or uses placarded Unsafe Equipment, and any Responsible Person who authorizes or permits anyone to enter, inhabit or occupy or use a placarded Structure or operate or use placarded Unsafe Equipment shall be in violation of this Code. For purposes of performing inspection, replacement, repair, maintenance or restoration work required to bring the Structure or Unsafe Equipment into compliance with this Code, any Person may enter, occupy or use any

Structure, or repair, replace or remove any Unsafe Equipment which has been Closed ~~between the hours of 7:00 A.M. and 9:00 P.M., daily, or any other time authorized in writing by the Code Official.~~

- F. **Removal of Placard.** Any Person who defaces or removes a placard without the approval of the Code Official shall be in violation of this Code.
- G. **Securing and Maintaining an Unoccupiable Structure.**
 - 1. **Securing an Unoccupiable Structure.** The Responsible Person shall secure the Unoccupiable Structure against entry by adequately boarding up doors, windows, and other openings in a Workerlike manner so as to prevent illegal entry, vandalism, and/or damage. Securing a Structure shall be done in accordance with the Standards for Securing Structures set forth in Section 16.101 of this Code.
 - 2. **Maintaining Equipment in Unoccupiable Structures.** The Responsible Person shall maintain Equipment at all times in a safe condition, inactivated or drained, so as to prevent the possibility of damage to the Structure by the failure of such Equipment, and so as to prevent hazardous and/or dangerous conditions.
- H. **Securing an Open and Accessible Structure.** The Responsible Person shall secure an Open and Accessible Structure in accordance with the Standards for Securing Structures set forth in Section 16.101 of this Code.

16.101. Standards for Securing Structures.

- A. **Boarding.** ~~Any Structure requiring securing shall be secured.~~ Any vacant and unoccupied building that has broken or missing doors, windows, walls, or other openings, which allow access to the interior of the building shall be secured. Unless the Director approves an alternative, materials and methods for securing such buildings shall be as follows:
 - 1. Windows and doors shall first be checked to see if the lock mechanisms work in such a manner that would prevent unauthorized entry. If they do, the locks shall be used to secure the building. If they do not, the points of access to the interior of the building shall be sealed with solid sheathing, consisting of a minimum of one half inch exterior grade plywood or its equivalent, securely nailed in place with 8d nails. Where the point of access to the interior of the building is through a broken or missing door or window, if there is no window frame or door frame, a sub-frame of two by four-inch lumber shall secure the sheathing.
 - 2. Securing is meant as a temporary remedy and shall not persist longer than six months in duration. The aforementioned time limitation will not apply to businesses that secure their structure seasonally in the regular course of business.
- B. **Fencing.** When any Structure has been damaged by fire, water, illegal entry, or other cause when hazardous or dangerous conditions exist; or when such Structure cannot be secured by conventional locking or boarding up windows and doors, such Structure shall be fenced off so as to prevent access and entry to the Structure and the area immediately surrounding the Structure within twenty-four (24) hours of the damage.
- C. **Special Charges.** In the event the Responsible Person fails to comply with an order of the Code Official to secure the Structure in accordance with the Standards for securing Structures set forth in this Code, where applicable, the Code Official shall have the Structure properly secured. Costs incurred in securing the Structure shall be paid by the City and the Code Official shall recover such costs through special charges levied against the benefited property. A one hundred dollar (\$100.00) administrative fee for processing and administering the special charge shall be added to the special charge against the benefited property.

16.11. Emergency Measures.

- A. **Emergency Closing of a Structure.** When, in the opinion of the Code Official, a Structure or Unsafe Equipment is unsafe, Unfit for Occupancy, unlawfully occupied or is a vacant substandard Structure

under Section 16.10, and there is imminent danger of failure or collapse of a Structure, or a part of any Structure has fallen and the occupation of the remaining Structure will Endanger Safety, or there is actual or potential danger to the Occupants, users or those in the proximity of any Structure, the Code Official is authorized and empowered to order and require the Responsible Person to Close the Structure. The Code Official shall, in such event, cause such Structure to be placarded at each entrance with a placard bearing the words: Unfit For Habitation/Occupancy. In the event the Code Official has required a Structure to be Closed, it shall be unlawful for any Person to enter, inhabit, occupy or use such Structure, except for the purpose of securing the Structure, making the required repairs, removing the hazardous condition, demolishing the Structure, or otherwise securing compliance with an order of the Code Official.

- B. **Emergency Securing and Repairs.** Notwithstanding any other provisions of this Code, in the event the Code Official has required the Emergency Closing of a Structure, or identified an Open and Accessible Structure which Endangers Safety, the Code Official may cause the securing of the Structure to render such Structure temporarily safe, whether or not the procedure described in this Code for providing notices and orders has been instituted; and shall cause such other reasonable action to be taken as the Code Official deems necessary to meet such emergency. The Code Official may also employ the necessary labor and materials to perform or cause to be performed emergency repairs as expeditiously as possible.
- C. **Closing Public Streets, Sidewalks, Ways and Places.** The Code Official may temporarily order the authority having jurisdiction to Close streets, sidewalks, public ways and public places adjacent to Unsafe Structures, and prohibit the same from being used while any Unsafe Structure Endangers Safety.
- D. **Special Charges.** Costs incurred in the performance of emergency repairs shall be paid by the City and the Code Official shall recover the costs through special charges levied against the benefited property. A one hundred dollar (\$100.00) administrative fee for processing and administering the special charge shall be added to the special charge against the benefited property.

16.12. Razing Structures.

- A. **Administration and Enforcement.** The Code Official is authorized to administer and enforce Wis. Stats. § 66.0413, entitled Razing Buildings, which is incorporated herein by reference as if fully set forth herein, and any successor statutes.
- B. **Failure to Comply with the Raze Order.** If the Owner of a Structure fails or refuses to comply with the raze order within the time prescribed, the Code Official may proceed to post the property as unfit for human habitation, Occupancy or use, secure the Structure or any portion thereof, and to Raze the Structure or any portion thereof or contract with a private contractor for such work.
- C. **Special Charges.** The Code Official shall recover all costs to Raze the Structure through special charges levied and to be collected as a delinquent tax against the real estate upon which the Structure is located. Such special charge shall be a lien upon the real estate. A one hundred dollar (\$100.00) administrative fee for processing and administering the special charge shall be added to the special charge against the benefited property.

16.13. Board of Housing Appeals.

- A. **Appeal and Fee.** Any person receiving a notice of violation and order which has been issued in connection with the enforcement of any provision of this Code except for an order to raze or order for revocation or suspension under Section 16.14 or an order under Section 16.151 and aggrieved thereby, may appeal the order and shall be granted a hearing on the matter before the Board of Housing Appeals, provided that such Person shall file in the Office of the Department of City Inspections a written notice of appeal and request for hearing and setting forth a brief statement of the grounds therefor within seven (7) calendar days after the day the notice of violation and order was posted. Upon receipt of such appeal, the Board of Housing Appeals shall set a time and place for

such hearing and shall give the petitioner written notice thereof. At such hearing, the petitioner shall be given an opportunity to be heard and to show why such notice of violation and order should be modified or withdrawn. No appeal to the Board of Housing Appeals shall be deemed perfected or shall be heard until the appellant pays an appeal fee of twenty-five dollars (\$25.00).

16.14. Lodging Houses.

- A. **Prohibition.** No Person shall operate a Lodging House, or shall occupy or Rent to another for Occupancy any Lodging Room in any Lodging House, except in compliance with the applicable provisions of this Chapter.
- B. **Requirements.**
1. **Sanitary Maintenance.** The Responsible Person of every Lodging House shall be responsible for the sanitary maintenance of the entire Premises except that the Tenant shall be responsible for the sanitary maintenance of the Lodging Room under their control.
 2. **Cooking Facilities.** Cooking facilities are permitted, but not required in Lodging Houses. Cooking facilities are subject to the following:
 - a. Stoves may be used if there is a sink with hot and cold running water within the room in which contained. Cooking stoves shall not be located closer than five (5) feet from a bed or upholstered furniture, or windows with curtains.
 - b. Portable, self-heating hotplates shall not be used.
 3. **Bathroom Facilities.**
 - a. Every Lodging House shall contain at least one toilet, a Bathroom sink and a bathtub or shower for each eight (8) Persons residing therein.
 - b. Bathrooms serving lodging units shall have access by traversing not more than one (1) flight of stairs and shall have access from a common hall or passageway.
 4. **Heat Supply.** Every lodging unit shall have heat furnished to the Occupants with a permanently affixed heating system which maintains a temperature of not less than sixty-seve~~eight~~^{ight} (67~~8~~⁸) degrees Fahrenheit in all habitable rooms and Bathrooms ~~when the outside temperature is at or above zero (0) degrees Fahrenheit and no less than sixty (60) degrees Fahrenheit, when the outside temperature is below zero (0) degrees Fahrenheit.~~ Portable space heaters shall not be used as the main heat supply. Underwriters Laboratories listed portable space heaters shall be permitted as a temporary source of heat only while the permanently affixed heat source is being repaired.
 5. **Lodging Houses.** Every permittee of a Lodging House shall:
 - a. Make available to the Occupants the name of Person that may be called for emergencies. The name(s) with the telephone numbers shall be posted in a conspicuous place readily accessible to the Occupants. The names with the telephone numbers shall be revised periodically to maintain accurate information at all times.
 - b. Identify each Lodging Room with numbers or letters on the outside of each room.
- C. **Permit.** No Person may operate a Lodging House unless he/she holds a valid Lodging Housing Permit or Temporary Lodging House Permit issued by City in the name of the Operator or Owner and for the specific Dwelling or Dwelling Unit. The annual fee for Lodging House Permits shall be two hundred fifty dollars (\$250.00). The fee for a Temporary Lodging House Permit for all Lodging Houses shall be fifty dollars (\$50.00). The fees Provided herein are not subject to proration. The Operator or Owner

shall apply to the City Clerk for such permit, which shall be issued by the City Clerk, or designee, upon approval of City Inspections upon compliance by the Operator or Owner with the applicable provisions of this Section. Any unexpired permit shall be displayed in a conspicuous place within the Lodging House at all times. No such permit shall be transferable. Every Lodging House Permit shall expire on the 31st day of August. Every Temporary Lodging House Permit shall expire thirty (30) days after issuance.

D. Penalties for Failure to obtain Required Permit or Inspections/Reinspection.

1. The Responsible Person of the Lodging House shall contact the Department of City Inspections and schedule an annual site inspection. Inspections must be conducted prior to August 1 of each year. The annual site inspection shall include access to each Lodging Room, common areas, Basement and Exterior Premises.
2. If all violations are not corrected by August 31, the Responsible Person will be subject to any or all of the following:
 - a. The Responsible Person will be required to obtain a Temporary Lodging House Permit. All Temporary Lodging House Permits expire on September 30. If a Temporary Lodging House Permit is not obtained, the Responsible Person shall be subject to any or all of the following:
 - (1) Citations and/or summons and complaint for failure to obtain a Lodging House license.
 - (2) Revocation, nonrenewal or suspension of Lodging House license.
 - b. Daily reinspection fees for health and safety violations until corrected.
3. If any violations are not corrected by September 30 and the Temporary Lodging House Permit expires, the permit will be revoked, not renewed, or suspended for just cause. If the Lodging House continues to be occupied, citations and/or summons and complaints may be issued for operating a Lodging House after expiration of license. Reinspection fees, citations, and/or summons and complaints may be issued for failure to make required repairs of property maintenance violations.

E. Appeal Permit Denial. Any Person whose application for a permit to operate a Lodging House has been denied may request and shall be granted a hearing on the matter before the Board of Housing Appeals, under the procedure Provided by Section 16.13.

F. Revocation of Permits.

1. **Standards for Revocation.** A permit issued pursuant to this Section may be revoked, not renewed, or suspended for just cause. "Just Cause" shall mean the unfitness of the Operator or Owner, unfitness of the Premises, improper operation, misrepresentation or a material error in the application for an original or renewal permit. Unfitness of the Operator or Owner includes, but is not limited to, mental incompetence, failure or inability to be regularly present on the Premises to personally supervise the operation, or violation of a relevant criminal law or local ordinance, regardless of whether conviction in a court ensues. Unfitness of the Premises includes, but is not limited to, any single event or condition which makes the premises unsafe or unsuitable for Occupancy, or any series of minor violations occurring over time, or any multiple minor violations occurring within Close time proximity. Improper operations includes, but is not limited to, permitting any of the following on or about the Premises: loitering for prostitution, illegal drug sales, loitering of groups of people which result in profane language, fights in public, battery, or other disorderly conduct.
2. **Procedure.**
 - a. **Complaint.** Any citizen, the City Clerk or Code Official may sign a complaint seeking the revocation, nonrenewal, and/or suspension of a permit issued pursuant to this Code. Complaints shall state with specificity, the events or series of events forming the basis of the complaint.

- b. **Summons.** The permittee shall be served in Person or by certified mail, return receipt requested, or by any means authorized by statute to serve a summons under Wis. Stats. ch. 802 or, with a copy of the complaint and a summons, signed by the Chair of the Board of Housing Appeals, directing the permittee to appear before the Board of Housing Appeals.
 - c. **Hearing.** If the permittee does not appear at the time dictated in the Summons, default may be entered and the permit revoked. If the permittee appears at the time dictated in the Summons and demands a hearing, a hearing date will be set. Within forty-five (45) days of the date of the appearance of the permittee, the Board of Housing Appeals shall hold an evidentiary hearing. The proceeding shall be recorded by either a court reporter or on videotape. If the complaint is brought by the City Clerk or Code Official, the Office of the City Attorney shall prosecute said complaint.
 - d. **Decision.** The Board of Housing Appeals shall issue a decision in writing detailing its findings of fact and the Order of the Board. The decision shall be delivered to the complainant and the permittee by personal service, certified mail, return receipt requested, or equivalent private delivery service, or in the case of the permittee, by posting on the Premises being the subject of the complaint.
 - e. **Effect.** Upon revocation of the permit, a previously permitted Lodging House shall cease operation, and no Person may occupy for sleeping or living purposes any Lodging Room therein.
3. **Revocation of Permit.** Any Person whose permit to operate a Lodging House has been revoked, or who has received notice from the Board of Housing Appeals that his/her permit is to be revoked may appeal such revocation to the Circuit Court in the manner prescribed by Wis. Stats. § 753.04.

16.141. Prohibition of Residential Tenancies of Less Than Seven Days.

A. **Findings.** The City of Kenosha Common Council finds that the City has transient residents, many of whom occupy rental housing within the City and that the current Code of the City lacks sufficient incentives for owners and sublessors of residential real estate to regulate the conduct of their tenants. The Common Council further finds that current City Code provisions must be enforced to halt the proliferation of such conditions and that the public health, safety, welfare, good order and governance of the City will be enhanced by enactment of the regulations set forth in this chapter, which regulations are remedial in nature and effect, and further finds that any residential tenancy for less than seven (7) days is undesirable because of the transient nature.

B. **Definitions.**

Hosting Platform. A person or entity that provides a means through which an owner may offer a Residential Dwelling Unit for tourist or transient use. This service is usually provided through an online platform and generally allows an Owner to advertise the Residential Dwelling Unit through a website provided by the Hosting Platform and provides a means for potential tourist or transient users to arrange tourist or transient use and payment, whether the tourist or transient pays rent directly to the Owner or to the Hosting Platform.

Lessee shall mean a person who leases a residential dwelling.

Primary Residence shall mean the residence of a person is the place where the person's habitation is fixed, without any present intent to move, and to which, when absent, the person intends to return.

Residential Dwelling shall mean any building, structure, or part of the building or structure, that is primarily used and occupied for human habitation or intended to be so used and includes any appurtenances belonging to it or usually enjoyed with it.

Residential Dwelling Rental shall mean a residential dwelling that is offered for lease for periods of seven (7) consecutive days or longer in exchange for money or other remuneration, barter or other benefit.

Short-term Residential Dwelling Rental shall mean a residential dwelling that is offered for lease for periods of less than seven (7) consecutive days in exchange for money or other remuneration, barter or other benefit.

Sublease shall mean the lease of a residential dwelling made by a person who is himself a renter of that residential dwelling, or the act of granting or taking such a lease.

Sublessee shall mean a person who leases a residential dwelling from a lessee.

C. Prohibitions.

1. Short-term residential dwelling rentals are prohibited.
2. A Sublease of residential real estate is prohibited unless all the following apply:
 - a. The sublease is in writing;
 - b. The sublease is for a period of greater than seven (7) days;
 - c. The sublessee financially personally guarantees the rent due under the underlying lease;
 - d. The sublessee is personally responsible for any residential code violations that occur during the sublessee's tenancy;
 - e. The original lessee or party responsible for paying rent to the property owner or its agent resides on the premises with the sublessee; and
 - f. The lessee notify the City of such arrangement and deliver the written lease and sublease to be on file with the City Clerk.

D. Exceptions. The following arrangements are exempt from this section:

1. Community-Based Residential Facilities;
2. Group homes as defined and protected by the Federal Housing Administration;
3. Facilities serving people with developmental disabilities;
4. Assisted living facilities;
5. Nursing homes;
6. Home health and hospice agencies;
7. Hotels and motels;
8. Bed and breakfasts;
9. Licensed boarding houses;
10. House guests of a primary resident; and
11. Home sharing facilitated by a Hosting Platform.

E. Inspection and Enforcement. City Inspections and City of Kenosha Police Department shall have the authority to enforce the provisions of this section. Citizens may deliver written or verbal complaints of violations of this section to the City Clerk.

F. Penalties. Any person, organization, company, party, firm, corporation, or other entity violating any provision of this section shall be punished by payment of a forfeiture not less than two hundred fifty dollars (\$250.00) per day, nor more than five hundred dollars (\$500.00) per day, together with costs of prosecution.

16.15. Rent Withholding.

A. Authority to Withhold Rent; Appeal of Authorization to Withhold Rent.

1. **Deposit in Escrow.** Notwithstanding any other provision of law or any agreement, whether oral or written, if a Responsible Person of real property fails or neglects to comply with an order of the Code Official to correct a violation of this Code, then upon the expiration of the time given in an order to correct those violations, or the expiration of any extensions of time which may be granted by the Code Official, the Code Official, upon application of the Tenant, may authorize the Tenant, as of the date of application, to deposit rental payments into an escrow account designated by the Director of Finance. Notwithstanding the above, a Tenant shall not be authorized to withhold Rent if the only violation of this Code is the failure to comply with an exterior paint order, replacement or repair of siding, seeding or sowing of grass, and replacing concrete foundations and fence posts during Winter, or if the Tenant has Rent for that property which is unpaid past the due date. The Tenant may commence Rental deposits into the escrow account upon authorization by the Code Official Provided that payment is made prior to service of a five-day quit or pay notice or prior to a service of a fourteen-day termination notice given by the lessor under Wis. Stats. ch. 704. The Responsible Person shall be notified of Rent withholding authorization by the Code Official by first class mail within five (5) days of said authorization.

 2. **Appeal from Tenant Authorization by Owner.** Tenant authorization to deposit rental payments into an escrow account pursuant to Section 16.15 shall be stayed if an appeal of Rent withholding authorization is made by the Responsible Person to the Board of Housing Appeals in the manner and within the time period Provided by Section 16.13. The Board shall have the power to affirm or reverse the authorization of Rent withholding or require the return to the Responsible Person of all or part of the Rent paid to the City escrow account or postpone to a future date the commencement of Rent withholding. The Board may determine which, if any, of the violations of this Code was caused by the act or omission of the Tenant and make a specific finding of such fact. Such finding shall not relieve the responsible party under this Code from the duty to comply therewith in a timely manner. The Board shall authorize Rent withholding under this Section in such instances to continue only until violations are certified as corrected by the Code Official. If a Rent payment shall become due during the pendency of an appeal, the Tenant shall deposit the rental payment into the escrow account when due. If the Board does not authorize Rent withholding, all money deposited in the escrow account which is due to lessor shall be paid to the lessor without deduction of administrative fees from the account. If the Board does authorized Rent withholding, administrative fees as herein authorized shall be deducted by the City prior to the making of any other disbursements.

 3. **Receipt of Rent Withheld.** Upon acceptance of Rent, receipt will be mailed to the Responsible Person or their agent and serve as a notice that Rent has been paid, certified mail, return receipt mail requested or equivalent private delivery service. Within five (5) days of the due date, if Rent remains unpaid, notice of nonpayment will be mailed to the Responsible Person or their agent by certified mail, return receipt requested or equivalent private delivery service.

 4. **Deposit by Tenant.** The right of the Tenant to deposit rental payments into the escrow account established by this Section shall not preclude or adversely affect in any way the right of lessor to use any of the rights and remedies Provided by the laws of the State of Wisconsin pertaining to the relationship of landlord and Tenant, including, but not limited to, commencing eviction proceedings after notice of nonpayment of Rent has been sent. The Department has no responsibility for the collection of Rent which is not paid when due.

 5. **Escrow Account.** The Director of the Finance Department is authorized to create a special revenue fund for the purpose of depositing rental payments collected which shall be held in an escrow account and released as set forth in Subsection B.
- B. Release of Funds.**
1. **During Pendency of Withholding.** Monies deposited in the escrow account, during pendency of withholding:

- a. Shall be released to the Code Official by the Director of the Finance Department to cover administration expenses in the following amounts:
 - (1) Thirty dollars (\$30.00) to establish the account, to be assessed only after Rent withholding has been authorized by the Code Official.
 - (2) Five dollars (\$5.00) per month, payable each month, to maintain the account if no transaction occurs during the month.
 - (3) Fifteen dollars (\$15.00) per transaction made by the Director of Finance from this escrow account.
 - (4) Thirty dollars (\$30.00) to Close the account.
 - b. Shall be released at the discretion of the Code Official to pay utilities where the utility costs are included as part of the Rent.
 - c. May be released at the discretion of the Code Official to reimburse any City Department or to pay any private contractor hired by the City, for the costs of razing the Building, Closing or securing vacant and open Dwelling Units, and the cutting of long grass and Weeds.
 - d. May be released at the discretion of the Code Official to the Responsible Person, upon presentation of itemized receipts for reasonably necessary work completed at the direction of the Code Official.
2. **After Completion of Required Repairs.** After all repair orders of the Code Official which formed the basis for the Rent withholding are complied with to the satisfaction of the Code Official, the Code Official, after applicable deductions under this Section, shall release all remaining funds which had been deposited by the Tenant for that lessor, to the Owner of record as recorded with the Register of Deeds. The Owner of record shall appear personally before the Director of Finance or his/her designee during regular business hours for receipt of the funds.
- C. **Enforcement, Notice and Hearings.** The provisions of this Code relating to enforcement, notice and hearings applicable to orders issued by the Code Official are made applicable to orders issued and the release of funds by the Code Official pursuant to this Code.
- D. **Harassment.** No Person may use any provision of this Section to harass any other Person. To harass will include, but not be limited to, making spurious complaints to the Code Official or any other law enforcement official, terminating a tenancy or giving notice preventing the automatic renewal of a lease, or constructively evicting a Tenant by any means, including the termination or substantial reduction of heat, water or electricity to the Dwelling Unit, or increasing, without good cause, the Rent to a unit by more than ten (10) percent over the rental rate in effect at the time during which the Tenant applied for Rent withholding. "Good Cause," as used in this Section shall include the nonpayment of Rent to the lessor or to the escrow account, or the commission of waste. "Good Cause," as used in this Section, shall mean that the lessor must show a good reason for his/her action, other than one related to or caused by the operation of this Section, such as normal rental increases due to tax increases or increased maintenance costs.
- E. **Exemptions.** This Section shall not apply to Owner-occupied two (2) unit Dwellings or Lodging Houses having a Lodging House Permit granted pursuant to this Code.
- F. **Prohibited Conduct.**
- 1. Any Person who, contrary to this Section, accepts rental payments for Premises subject to authorized Rent withholding, whether the rental payments are tendered by or on behalf of the Tenant occupying the Premises at the time Rent withholding is authorized or by, or on behalf of, any subsequent or other Tenant who occupies the Premises during the existence of such Rent withholding authorization, shall be in violation of this Code. Each payment accepted shall constitute a separate violation.

2. Any Person who, contrary to this Section, engages in discrimination or harassment shall be in violation of this Code.

16.151. Chronic Nuisance Property.

- A. **Findings.** The Common Council of the City of Kenosha finds that any Premises that has generated two (2) or more calls for police services, resulting in arrest or the issuance of citations for nuisance activities, has received more than the level of general and adequate police service and has placed an undue and inappropriate burden on the taxpayers of the City. Therefore, the Common Council directs the Chief of Police and the Director of City Inspections, as Provided in this Section, to charge the Owners of such Premises the costs associated with abating the violations at Premises where nuisance activities chronically occur.
- B. **Enforcement by Injunction.** The regulations of this Section may be enforced by means of an injunction.
- C. **Definitions.** For purposes of this Section, the following words and phrases shall have the meanings Provided.

Nuisance Activity shall mean any of the following activities, behaviors or conduct whenever engaged in by Premises Owners, Operators, Occupants or Persons associated with a Premises:

- a. An act of harassment as defined in Wis. Stats. § 947.013.
- b. Disorderly Conduct as defined in Subsection 11.02.M. of the Code of General Ordinances, or Wis. Stats. § 947.01.
- c. Battery, substantial battery or aggravated battery as defined in Wis. Stats. § 940.19.
- d. Indecent conduct as defined in Subsection 11.02.D. of the Code of General Ordinances, or Wis. Stats. § 944.20(1).
- e. Keeping a place of prostitution, or leasing a Building for the purposes of prostitution as defined in Section 11.03 of the Code of General Ordinances, or Wis. Stats. § 944.34.
- f. Littering of Premises as defined in Section 11.02.U. of the Code of General Ordinances.
- g. Theft as defined in Subsection 11.02.W. of the Code of General Ordinances, or Wis. Stats. § 943.20.
- h. Arson as defined in Wis. Stats. § 943.02.
- i. Possession, manufacture or delivery of a controlled substance or related offenses as defined in Wis. Stats. ch. 961.
- j. Gambling as defined in Section 11.04 of the Code of General Ordinances or Wis. Stats. § 945.02.
- k. Keeping a prohibited dangerous animal as defined in Chapter XIV of the Code of General Ordinances.
- l. Trespassing as defined in Sections 11.022 or 11.036 of the Code of General Ordinances or Wis. Stats. § 943.13, or Criminal Trespass to Dwelling as defined in Wis. Stats. § 943.14.
- m. Discharge of a firearm as defined in Subsection 11.02.A. of the Code of General Ordinances.
- n. The production or creation of excessive noise as defined in Section 11.14 of the Code of General Ordinances.
- o. Loitering as defined in Sections 11.034 or 11.035 of the Code of General Ordinances.
- p. Public drinking as defined in Section 11.026 of the Code of General Ordinances.
- q. Obstruction/interference with Police or Fire personnel as defined in Subsection 11.02.Q. of the Code of General Ordinances.

- r. Any other offense against good order and conduct as defined in Chapter XI of the Code of General Ordinances or Wis. Stats. ch. 947.
- s. Any act of aiding and abetting, as defined in Wis. Stats. § 939.05, any of the activities, behaviors or conduct enumerated in Sections a. to r. above.
- t. Any conspiracy to commit (as defined in Wis. Stats. § 939.31) or attempt to commit, as defined in Wis. Stats. § 939.32, any of the activities, behaviors or conduct enumerated in Sections a. to s. above.

Person Associated With shall mean any Person who, whenever engaged in a Nuisance Activity, enters, patronizes, visits or attempts to enter, patronize or visit, or waits to enter, patronize or visit, a Premises or Person present on a Premises, including any officer, director, customer, agent, employee or independent contractor of a Premises Owner.

D. Procedure.

1. Whenever the Chief of Police determines two (2) or more nuisance activities of the types defined in paragraph 16.151.C.1. have occurred at a Premises, resulting in arrests and/or the issuance of citations and/or verified by written police reports, on separate days during a sixty (60) day period, the Chief of Police may notify the Premises Owner in writing that the Premises is in danger of becoming a chronic nuisance. This notice shall be deemed to be properly delivered if sent either by first class mail to the Premises Owner's last known address, or if delivered in Person to the Premises Owner. If the Premises Owner cannot be located, the notice shall be deemed to be properly delivered if a copy of it is left at the Premises Owner's usual place of abode in the presence of some competent member of the family at least fourteen (14) years of age, or a competent adult currently residing there and who shall be informed of the contents of the notice. If a current address cannot be located, it shall be deemed sufficient if a copy of the notice is sent by first class mail to the last known address of the Owner as identified by the records of the City Assessor or the Director of City Inspections. This notice shall contain:
 - a. The street address or legal description sufficient for identification of the Premises.
 - b. A description of the nuisance activities that have occurred at the Premises and a statement indicating that the cost of future enforcement may be assessed as a special charge against the Premises.
 - c. A statement that the Premises Owner shall, within thirty (30) days, respond to the Chief of Police either with an appeal or to propose a written course of action to abate the nuisance activities which is acceptable to the Chief of Police.
 2. Whenever the Chief of Police determines that an additional Nuisance Activity has occurred at a Premises for which notice has been issued pursuant to paragraph D.1. above, and either this Nuisance Activity has occurred not less than thirty (30) days after notice has been issued or a course of action as required by subparagraph D.1.c. has not been submitted, the Chief of Police may charge any Premises Owner found to be in violation of this Section the costs of enforcement in an amount not to exceed two hundred dollars (\$200.00). All costs so charged are a lien upon such Premises and may be assessed and collected as a special charge. A one hundred dollar (\$100.00) Administrative Fee shall be added to the special assessment against the property, as Provided in Subsection F.
- E. Violation.** Each subsequent incident of nuisance activities shall be deemed a separate violation.
- F. Cost Recovery.** Upon receipt of a notice from the Chief of Police issued pursuant to paragraph D.2., the Director of City Inspections shall charge any Premises Owner found to be in violation of this Section the costs of enforcement, including administrative costs, in full or in part. All costs so charged are a lien upon such Premises and may be charged and collected as a special charge. A one hundred dollar (\$100.00) Administrative Fee shall be added to the special charge against the benefited property.

G. **Appeal.** Appeal of the determination of the Chief of Police pursuant to paragraphs D.1. or D.2., or the action of the Director of City Inspections imposing special charges pursuant to Section F. against the Premises, may be submitted to the Board of Housing Appeals in the manner and under the procedure Provided in Section 16.13 of this Code. However, if no petition for hearing is filed within thirty (30) days following receipt of the notice Provided for in Subsection D. by the Premises Owner, the Petitioner s right herein Provided to a hearing shall be deemed waived by the Petitioner and the hearing petition shall be voided as untimely.

16.16. General Property Maintenance Requirements.

- A. **Scope.** The provisions of this Code shall govern the minimum requirements and the responsibilities of Persons for maintenance of Premises (including existing Structures, exterior Premises and equipment), whether occupied or vacant.
- B. **Responsibility.** The Responsible Person shall maintain the Premises in compliance with this Code. A Person shall not occupy a Premises, or permit another Person to occupy a Premises that does not comply with the requirements of this Code. Occupants of a Premises are responsible for caring for and maintaining in a clean, safe and sanitary condition that part of the Premises that they occupy and control. All Responsible Persons shall be jointly and severally responsible for securing compliance of their Premises with this Code.

16.17. Exterior Premises.

A. **Exterior Storage.** All exterior Premises, including the abutting right-of-way, lawn park areas, alleyways to the middle of the alley, and open porches and decks, shall be maintained by the Responsible Person in an orderly manner. All exterior storage shall be of weather-proof and water-proof material or stored in a weather-proof or water-proof container with lid.

- 1. The following items are permitted for outside storage subject to noted limitations:
 - a. Property maintenance equipment for use on Premises;
 - b. Gardening equipment and supplies;
 - c. Outdoor entertainment equipment;
 - d. Toys and play equipment, so long as neither present a hazard to other properties, pedestrians or vehicles;
 - e. Pet enclosures and equipment;
 - f. Waste receptacles in accordance with Section 5.06 and Section 16.20 of the Code of General Ordinances;
 - g. Weatherproof storage containers with lids;
 - h. Recreation vehicles, campers, boats and trailers that are in Good Repair, ~~and~~ currently licensed and registered if required, and legally parked;
 - i. Tarped items that are not otherwise prohibited, provided that the tarps are not [to] be torn, ripped, or in disrepair and are tightly moored or made fast around the stored item , but tarps may not be in place more than thirty (30) days out of any sixty (60) day periods;
 - j. Chicken coops that comply with Section 14.02 of the Code of General Ordinances.
~~Pools, hot tubs, fountains, or any other man-made water feature that utilizes motors, pumps, or other equipment to maintain the cleanliness of the water or visibility of the main drain grate, if such pools, hot tubs, fountains, water features, motors, pumps, and equipment are maintained in good working condition.~~
- 2. The following items are expressly prohibited ~~and are not permitted for outside storage~~:
 - a. Motor vehicle, boat, airplane, and recreational vehicle parts;

- b. Tires, excluding tires that are secured and used as swings, playground equipment, sandboxes, and, if at least half of the tire is buried in the ground, planters;
 - c. Uncontained recyclable materials;
 - d. Building materials that have not been integrated into the Structure for thirty (30) days;
 - e. Animal feces, which have been present for more than twenty-four (24) hours;
 - f. Household furniture not designed for exterior use;
 - g. Appliances, furnaces, water heaters, water softeners, furniture, or storage drums;
 - h. Exterior storage of materials and equipment on residentially zoned property that are used in Commercial activities;
 - i. Junk, as defined in Section 16.252.A., unless placed in compliance with Section 5.06 and Section 16.20;
 - j. Accumulation of brush, ~~Weeds~~, fallen trees, or a part thereof, or other similar items ~~fallen tree limbs, rock, sand, gravel or, dirt, or similar debris that have not been integrated into the landscaping for thirty (30) days;~~
 - k. Scrap metal;-
 - l. Any item that presents an unreasonable danger to other properties, pedestrians, or occupants;
 - m. Inoperable machinery;
 - n. Any Rodent or Insect Harborage as defined by Section 16.252.A. of the Code of General Ordinances;
 - o. Any items obstructing the passage of one or more persons or vehicles upon any highway or public sidewalk.
 - p. To the extent not already prohibited by Section 16.17.A.2.i., broken tree limbs and brush.
 - q. ~~Rodent or Insect Harborage as defined in Section 16.252.A.~~
 - r. ~~Any obstructions on a sidewalk open to the public.~~
 - s. ~~Guardrails or handrails that are not maintained in Good Working Condition or properly anchored.~~
 - t. ~~Signs that are not in Good Working Condition or that are unreasonably weathered, faded, cracked, or peeling paint;-~~
 - r. Rock, sand, gravel, dirt, mulch, and other landscaping items that have not been integrated into the landscaping within thirty (30) days.
3. Temporary ~~dumpsters~~ ~~Dumpsters may~~ shall not remain on the Premises for more than thirty (30) days unless at least one of the following three conditions are satisfied: (A) the Temporary Dumpster is being used for work that a building permit was granted for, in which case it may remain until ten (10) days after the building permit expires, (B) the Temporary Dumpster is being used for work that does not require a permit, in which case it may remain until ten (10) days after the work's completion, or (C) a permit is obtained from the Department. ~~unless it is a bupermit has been previously approved.~~ Dumpsters shall be maintained to prevent Debris from blowing out of or overflowing from the dumpster. Dumpster shall not be placed in the Vision Clearance Triangle, as set forth in Zoning Ordinance Section 2.06. For purposes of this paragraph, the Responsible Person and the Owner of the temporary dumpster are jointly liable for compliance.
4. Items stored on trailers must be covered with a tarp pursuant to subparagraph 16.17.A.1.j. or in a container with lid. No Garbage, trash, scrap metal, or other debris may be stored on a trailer

except for the purpose of transporting these items, and in no case may they be stored on a trailer longer than twenty-four (24) hours prior to transportation.

- B. **Unpaved Lawn Park Areas.** The unpaved public lawn park areas abutting private property between the curb and lot line shall be maintained by the abutting property Owner in conformance with Section 5.11 of the Code of General Ordinances.
- C. **Maintenance of Alleys.** All alleys abutting private property between the center of the alley and the lot line, shall be maintained by the abutting property Owner in accordance with this Code.
- D. **Grading and Drainage.** All Premises shall be graded and maintained to divert water away from any principal Structure.
- E. **Sidewalks, Walkways, Stairs, Driveways and Parking Facilities.** Private sidewalks shall be maintained in accordance with the standards for public sidewalk maintenance required in Section 5.11 of the Code of General Ordinances. Walkways, stairs, driveways, and parking facility areas shall be maintained in Good Repair. Walkways, driveways, and parking facilities shall be repaired or replaced with like material. When fifty (50) percent or more of sidewalk, walkway, stairs, driveways, and parking facilities are replaced it shall be replaced with hard surface material approved by the inspector. Parking facilities with more than five (5) parking spaces shall comply with the requirements of Section 5.08 of the Code of General Ordinances. Sidewalks and parking facilities of multi-family properties shall be maintained free of all accumulation of ice and of accumulation of snow after a snowfall of more than ~~four~~ **two** (24) inches. **No hole or break in stairs, driveways, and parking facilities shall remain for a period longer than thirty (30) days. Animal feces shall not remain on any sidewalk, walkway, driveway, or parking facility.**
- F. ~~Weeds. All exterior Premises shall be kept free from Weeds which equal or exceed eight (8) inches in height as defined in this Code. Plants such as goldenrod and milkweed will be permitted if included in an approved Natural Landscape Permit per Subsection 16.17.G. Where weed cutting or removal is not performed by the Responsible Person, Weeds shall be cut by the Code Official and the cost plus a one hundred dollar (\$100.00) administrative fee shall be recovered per Section 16.17.G.~~ **Retaining Walls.** Retaining Walls shall be maintained free of deterioration and kept in Good Working Condition. Repairs to Retaining Walls must be made in a Workerlike manner. Retaining Walls shall be made of pressure treated wood, concrete blocks, natural stone, or metal. Metal may only be used if the Code Official determines it to be reasonably safe in the case of individual Retaining Walls on a case by case basis. Any pieces or parts used to replace others on a Retaining Wall shall match the original materials already in use, or all new parts or pieces must match; patchwork repairs are not allowed. ~~Retaining Walls shall be maintained free of deterioration and kept in good condition. Repairs to Retaining Walls must be made in a Workerlike manner.~~
- G. **Landscaping.** Landscaping, plantings and other decorative surface treatments, including species of grass common to Southeastern Wisconsin, shall be installed and maintained in all court and Yard areas in accordance with generally accepted landscaping practices in Southeastern Wisconsin. Unless granted a variance for a natural lawn from the Code Official, grass shall be maintained to a height not to exceed eight (8) inches. Plantings, including, but not limited to, grasses, trees and shrubs shall be maintained so as not to present hazards to Persons or vehicles traveling on public rights-of-way. Yard shall not have ruts and potholes caused by the parking of Motor Vehicles. **Bushes, shrubbery, or other similar vegetation shall not exceed the height of the lowest portion of window sills or window frames on vacant buildings and vacant structures, and shall not cover or impede any entryway of the same.**

Application for approval for a natural lawn, if desired, shall be made by the Responsible Person on a form issued by the Department. The application shall state with specificity the dimensions of the area sought for variance, along with a diagram showing the position of the area relative to sidewalks, driveways, streets, alleys, and other public rights-of-way. The application shall state the species, if ascertainable, and maximum height of the grasses. The application may be made without cost to the applicant. The application shall be granted or granted with reasonable conditions unless it is

determined that the granting will conflict with the purpose and intent of this Code, in which event the application will be denied. The denial of an application or the reasonableness of conditions imposed may be appealed to the Board of Housing Appeals in accordance with the procedures of this Code.

~~In the event that the Responsible Person fails to comply with an order of a Code Official to cut grass or trim trees or shrubs, the Code Official shall have the grass cut to a height of three (3) inches and have the trees trimmed and shall recover the cost through special charges levied against the benefited property. A one hundred dollar (\$100.00) Administrative Fee for processing and administering the special charge shall be added to the special charge against the benefited property.~~

- H. **Firewood Storage.** Firewood, for personal use only, may be kept on residentially zoned or used property. It shall be stored in straight, orderly piles which are raised a minimum of six (6) inches off the ground, which are not more than six (6) feet in height, which are not in the "front Yard" as defined in the Zoning Ordinance, and which are no closer than four (4) feet to a Dwelling.
- I. **Accessory Buildings/Structures.** All Accessory Buildings and Structures, including windows and doors which are a part thereof, shall be maintained structurally sound and in Good Repair.
- J. **Fences.** All fences shall be maintained in Good Repair, be structurally sound and plumb. Fence surfaces shall be free of rust, corrosion, deterioration, decay, missing parts, and peeling, flaking and chipped paint. Wood surfaces other than decay-resistant wood must be protected from the elements and decay by painting or other protective covering or treatment. Fences shall not be of a type prohibited by Section 16.06 of the Zoning Ordinance for the City of Kenosha.
- K. **Graffiti.** In accordance with Section 11.031 of the Code of General Ordinances, the Owner of any Building or Accessory Building shall be responsible for removing all graffiti therefrom within fifteen (15) days from the posting of the property.

~~In the event that the Owner of any Building or Accessory Structure does not remove the graffiti so ordered by the Code Official, the Code Official may have the graffiti removed or covered and shall recover the cost of said graffiti removal or covering through a special charge levied against the benefited property. A one hundred dollar (\$100.00) Administrative Fee shall be added to the special charge against the benefited property.~~

- L. **Vehicles, Trailer and Equipment Parking and Storage.**
 - 1. The Owner or **Responsible Person** of the Premises is responsible for compliance with Sections 7.128 and 7.129 of the Code of General Ordinances regulating motor vehicles and regulating parking of prohibited motor vehicles.
 - 2. The Owner of a Premises which is zoned and/or used for residential purposes, and which has a principal structure, may not allow parking or storage of motor vehicles, recreational vehicles, truck campers and/or caps, camping trailers or boats within the front yard and street side yard areas as defined by the City of Kenosha Zoning Ordinance, unless on driveway aprons. **The Owner of a Premises which is zoned and/or used for residential purposes, and which has a principal structure, may not allow parking or storage of semi trucks, semi trailers, box trucks or similar motor vehicles. The foregoing sentences will not apply to vehicles used in compliance with Sections 7.128 or 7.129 of the Code of General Ordinances, or vehicles used for construction work being performed upon the Premises, if such construction work is performed in accordance with the Code of General Ordinances, and with any other applicable licenses, permits, and approvals. Additionally, no recreational vehicles or tents shall be used for living, sleeping, or housekeeping purposes when parked or stored on a residentially zoned lot. Recreational vehicles may be used as temporary living quarters in the event of a declared emergency.**
 - 3. The Owner of a Premises which is zoned for residential purposes, and which has no principal building erected, may not allow parking or storage of motor vehicles, recreational vehicles, truck campers and/or caps, camping trailers or boats, **utility trailers**, except for any vehicle that is being used in the lawful construction work being performed pursuant to all required and applicable

licenses, permits and approvals. **Notwithstanding the foregoing sentence, no such storage is allowed on a vacant lot unless a principal building exists on it.**

4. The Owner of a Premises that is located in a Nonresidential Zoning District and that has no principal structure erected on it, may not allow parking or storage of motor vehicles, recreational vehicles, truck campers and/or caps, trailers, or boats except for such use that is authorized by an Occupancy Permit, a Site Plan Approval, a Conditional Use Permit, or a parking lot permit, or that is in the lawful construction work being performed pursuant to all required and applicable licenses, permits and approvals. **The foregoing sentence will not apply to vehicles used for construction work being performed upon the Premises, if such construction work is performed in accordance with the Code of General Ordinances, and with any other applicable licenses, permits, and approvals. Notwithstanding the foregoing sentences, no such storage is allowed on a vacant lot unless a principal building exists on it.**
- M. **Overhanging Objects.** The owner of a Premises with one or more trees upon it must not allow there to be loose or overhanging branches which constitute a danger of falling on any persons, private property owned by another, or any Premises other than the Premises the tree trunk rises from.
- N. Pools, hot tubs, fountains, or any other man-made water feature that utilizes motors, pumps, or other equipment to maintain the cleanliness of the water or visibility of the main drain grate, if such pools, hot tubs, fountains, water features, motors, pumps, and equipment are maintained in good working condition.

16.18. Exterior of Structures.

The exterior of a Structure shall be maintained by the Responsible Person in accordance with this Section.

- A. **Exterior Walls, Surfaces and Repairs.** All exterior walls and surfaces, including, but not limited to, decorative features and overhang extensions, doors, door and window frames, cornices, porches and trim, shall be maintained in Good Repair. All exterior surfaces shall be **kept clean and free from decay, unsanitary conditions, (including, but not limited to, mold, mildew, and lack of running water),** missing parts, serious cracking, irregularities, and peeling, flaking and chipped paint. Flaking and chipping paint, when removed, shall be collected and stored in containers and disposed of in accordance with Federal and State Law. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and affected surfaces treated and repainted in a Workerlike manner. All siding and masonry joints as well as those between the Building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and watertight. All surface repairs shall be completed to closely match the existing surface color and texture.
- B. **Street Numbers.** All street numbering shall be in conformance with the requirements set forth in Section 9.23 of the Code of General Ordinances.
- C. **Structural Members.** All structural members shall be maintained structurally sound, in Good Repair, and be capable of safely supporting the imposed loads.
- D. **Foundation Walls.** All foundation walls shall be maintained structurally sound and free from open cracks and breaks, in Good Repair, and shall be kept in such condition so as to prevent the entry of rodents.
- E. **Exterior Walls.** All exterior walls shall be maintained structurally sound, free from holes, breaks, loose or rotting materials, in Good Repair, and maintained weatherproof. Responsible Persons shall not remove any door or window in a Residential Dwelling, except to board up a door or window not required for Light or Ventilation by removing existing trim, installing framing as necessary and siding to match the existing siding. All repairs shall be completed in a Workerlike manner to match the existing materials, architecture and colors. The Owner is required to obtain

the approval of the Code Official for methods used to board up any windows or doors in Commercial, manufacturing or industrial Buildings.

- F. **Roofs and Drainage.** ~~The roof~~ **Roofing, soffits, eaves,** and flashing shall be maintained structurally sound, tight and not have defects that admit water. The Roof Coverings shall be in Good Repair and free from missing components. All repairs shall be made to ~~Closely~~ **closely** match the type and color of the existing roof. Roof drains, gutters and downspouts shall be maintained in Good Repair and free from obstructions. Roof water shall not discharge in a manner that degrades the integrity of a Structure. **Temporary use of tarpaulins (tarps) are allowed, but shall not be used as a permanent solution when a roof structure is leaking. Tarps are limited in use for thirty (30) days. The limitation on time can be extended when proof of a contract is presented to the Department.**
- G. **Decorative Features.** All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in Good Repair with proper anchorage and in a safe condition. Any missing parts shall be replaced with matching parts.
- H. **Overhang Extensions.** All canopies, marquees, signs, metal awnings, fire escapes, standpipes, exhaust ducts and similar overhang extensions shall be maintained structurally sound and in Good Repair with proper anchorage.
- I. **Stairways, Decks, Porches, Ramps and Balconies.** Every exterior stairway, deck, porch, ramp, and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in Good Repair, with proper anchorage and capable of supporting the imposed loads. Any new or replacement stairways, decks, porches, ramps and balconies shall be installed in accordance with the requirements of the Wisconsin Administrative Code SPS Chapters 321 and 361.
- J. **Handrails/Guardrails.**
 - 1. **Requirements.** Every stairway, deck, porch, ramp and balcony with more than three (3) risers or where more than twenty-four (24) inches above grade, shall have handrails/guardrails installed which are in Good Repair. Good Repair shall mean structurally sound, with proper anchorage, and capable of supporting projected loads.
 - 2. **Maintenance.** Every handrail/guardrail shall be maintained so as to be in Good Repair.
 - 3. **Standards for Handrails.** Handrails shall be installed in accordance with the standards set in the Wisconsin Administrative Code SPS 321.04 as below:
 - a. One-Family and Two-Family Dwelling Units: Thirty-inch minimum height; thirty-eight-inch maximum height.
 - b. Multi-Family Dwellings of Three (3) or more Units: Thirty-four-inch minimum height; thirty-eight-inch maximum height.
 - c. Handrails shall have intermediate rails on open-sided floor areas. The rails shall be balusters or be of solid material such that a sphere with a diameter of four (4) inches cannot pass through any opening. Plywood and latticework are not permitted in replacement or new intermediate rails. This standard shall not apply to intermediate rails installed prior to 2005 that are in Good Repair, and that have balusters or are of a solid material such that a sphere with a diameter of six (6) inches cannot pass through any opening.
 - 4. **Standards for Guardrails.** Guardrails shall be installed in accordance with the standards set in the Wisconsin Administrative Code SPS 321.04 as below:
 - a. One-Family and Two-Family Dwelling Units: No less than thirty-six (36) inches in height.

- b. Multi-Family Dwellings of Three (3) or more Units: No less than forty-two (42) inches in height.
 - c. Guardrails shall be measured vertically above the leading edge of the tread or adjacent walking surface.
 - d. Guardrails shall have intermediate rails on open-sided floor areas. The rails shall be balusters or be of solid material such that a sphere with a diameter of four (4) inches cannot pass through any opening. Plywood and latticework are not permitted in replacement or new intermediate rails. This standard shall not apply to intermediate rails installed prior to 2005 that are in Good Repair, and that have balusters or are of a solid material such that a sphere with a diameter of six (6) inches cannot pass through any opening.
- K. **Chimneys, Towers and Antennas.** All chimneys, cooling towers, smokestacks and similar appurtenances shall be maintained structurally safe and sound, and in Good Repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
- L. **Windows.** Every window, storm window, skylight and screen window, including the frames shall be kept in sound condition, Good Repair and weathertight.
- 1. **Glazing.** All window glazing materials shall be maintained free from cracks and holes.
 - 2. **Openable Windows.** Every window, other than a fixed window, shall be easily openable, capable of being held in position by existing window hardware, and have locking devices in Good Repair and good working order.
 - 3. **Insect Screens.** During the period from April 15 to October 15, every openable window, every door and other outside openings required for Ventilation of habitable rooms, food preparation areas, food service areas, and any area where products to be included or used in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with tightly fitting screens of not less than sixteen (16) mesh per square inch and every swinging door shall have a self-closing device in Good Repair and Good Working Condition. The use of half screens or interior type temporary screens is prohibited.
 - 4. **Storm Windows.** All exterior windows shall have storm windows installed and maintained to prevent excessive drafts and heat loss no earlier than October 15, but no later than November 15, annually, except where permanent and openable or where the prime sash is a double or triple-glazed sash.
- M. **Doors.** All exterior doors, door assemblies and hardware shall be maintained in Good Working Condition ~~and~~, in Good Repair, **and Weather Tight**.
- 1. **Door Viewer.** Each main entrance door into a Dwelling and Dwelling Unit shall contain an approved door viewer, except where a window in the door, or a window adjacent to the doorway, provides a clear view of the entrance.
 - 2. **Door Type and Hinges.** Doors leading into each Dwelling and Dwelling Unit shall be of solid-core type or insulated steel construction, equipped with door hinges so arranged as to be inside the Dwelling or Dwelling Unit or with locking pin hinges.
 - 3. **Deadbolt Locks.** All doors leading into each Dwelling and Dwelling Unit shall have a keyed deadbolt lock with a minimum one-inch throw, which is operable with a key on the exterior side of the door and a knob on the interior side of the door. The deadbolt strikeplate shall be held in place by no less than two and one-half-inch screws. Sliding patio doors shall have an approved secondary locking device; e.g., locking pins or two (2) by fours(4) of proper length. ~~Deadbolt locks~~ **Locks of all types** shall be in Good Working Condition and Good Repair.

- 4. **Egress.** From a Structure or Dwelling Unit, all means of egress shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort except in institutional settings with prior approval of the Code Official.
- N. **Security Maintenance.** All Building security locks and related intercom communication systems shall be maintained and kept in Good Working Condition and Good Repair.
- O. **Basement Hatchways.** Every Basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water, in Good Repair and in Good Working Condition.
- P. **Basement Windows.** Every Basement window shall provide protection against the entry of rodents, be in Good Working Condition and be in Good Repair.

16.19. Interior of Residential Units.

The interior of a Structure and appliances therein which were Provided by the Responsible Person shall be maintained by the Responsible Person in compliance with this Section.

- A. **Interior Wall, Ceiling and Floor Surfaces and Repairs.** All interior wall, ceiling and floor surfaces, including, but not limited to, windows and doors, shall be maintained in Good Repair. All surfaces shall be free from serious cracking, irregularities and peeling, flaking and chipped paint. All surface repairs shall be completed to closely match the existing surface color and texture. Floor surfacing shall provide ease of maintenance and durability appropriate for the use of the room.
- B. **Structural Members.** All structural members shall be maintained structurally sound, in Good Repair, and be capable of supporting the imposed loads.
- C. **Bathroom Floors, Walls and Ceiling.** Every Bathroom floor, wall and ceiling surface shall be properly constructed and maintained so as to be reasonably impervious to water and so as to permit such surfaces to be easily kept in a clean and sanitary condition.
- D. **Stairs and Walking Surfaces.** All interior stairs, ramps, balconies, porches, decks and other walking surfaces shall be maintained in a structurally sound condition, in Good Repair, with proper anchorage and capable of supporting the imposed loads. Stairways shall comply with the Wisconsin Administrative Code SPS 321.04.
- E. **Handrails and Guardrails.** Every handrail and guardrail shall be maintained structurally sound, in Good Repair, with proper anchorage and capable of supporting the imposed loads. Handrails and guardrails shall comply with the Wisconsin Administrative Code SPS 321.04.
- F. **Interior Doors.** Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.
- G. **Facility, Fixture, Cabinet, Equipment, Appliance and Utility Installation and Maintenance.** Every facility, **fixture**, cabinet, piece of equipment, appliance and utility shall be so constructed, installed and maintained so that it will be in Good Repair and in a Good Working Condition. Any facility, **fixture**, cabinet, piece of equipment or appliance not in Good Working Condition, which is supplied by the Responsible Person, shall be repaired ~~or~~, removed, **or replaced** by the Responsible Person. It shall be the responsibility of the Tenant or Occupant to maintain supplied facilities, **fixtures**, cabinets, equipment, appliances and utilities, in a clean and sanitary condition when contained within the Tenant's/Occupant's Dwelling Unit.
- H. **Sanitary Conditions.** The Responsible Person shall maintain the common areas of their Premises in a clean, safe and sanitary condition. Occupants (including Owner Occupants and Tenants) of a Premises shall be responsible for caring for and maintaining in a clean, safe, and sanitary condition that part of the Premises which they occupy and control.

- I. **Freedom from Dampness.** Every Dwelling, Dwelling Unit, Lodging House, and Lodging Room shall be maintained reasonably free from dampness.

16.195. Commercial Properties must have the following.

- A. If the Premises has air conditioning, any air conditioning equipment must not cause condensate drainage upon sidewalks or other walkways. Where mechanical ventilation is used, the ventilating duct shall not be located closer than six feet from a window located in an adjoining Building.
- B. Buildings where people work shall have a minimum of one enclosed Bathroom available and accessible to all employees, and such shall have a door capable of being locked so as to provide privacy to the user. The Bathroom shall provide toilet paper, soap, and a means of drying hands after washing them. It shall also have natural or mechanical ventilation as well as lighting.

16.20. Waste Collection and Removal and Recycling.

A. General.

1. Every exterior Premises shall be maintained to be free from any accumulation of Garbage and Debris.
 2. ~~A~~ Garbage must be properly contained within a container or dumpster pursuant to subparagraph 16.20.B.2.f. and/or incorporated in a compost pile approved by the Code Official or his/her designee. ~~Such will not violate paragraph 16.20.A.1., is exempt from this requirement.~~
- B. Disposal.** The Responsible Person for every Premises shall be responsible for the temporary storage of Garbage and Debris and the removal.

1. **Residential and Commercial Premises—Responsibility.** The Responsible Person shall provide and maintain Garbage and Debris containers with tight fitting lids on both Residential and nonresidential properties for the collection of Garbage and Debris until removed from the Premises for disposal.

2. Garbage Containers and Dumpsters.

- a. Garbage containers and dumpsters shall be of a number and size to adequately handle the waste generated by the Occupants.
- b. The Responsible Person shall be responsible for preventing or correcting any overflow of waste from the waste containers or dumpsters.
- c. All dumpsters shall be placed on a paved or hard packed surface.
- d. Enclosures required by a City Conditional Use Permit or Site Plan Review for waste containers and dumpsters shall be installed and maintained in accordance with approved plans.
- e. Garbage containers and dumpsters shall be maintained in Good Repair.
- f. Garbage containers and dumpsters, except for the day of collection, shall be stored every day, at any location on private property which is enclosed, or stored in a Dwelling or Structure, or located in the rear or side Yard for the Dwelling or Structure.

C. Composting.

1. **Purpose.** The purpose of this Section 16.20.C. is to promote recycling through composting, and to establish minimum standards for proper compost maintenance.
2. **Definitions.** In this Section 16.20.C. the following words have the following meanings.

Compost means a mixture of organic matter, as from leaves and manure, that has decayed or has been digested by organisms, intended to be used to improve soil structure and provide nutrients.

Compost Pile means organic matter reserved for the purpose of becoming Compost.

Yard Waste means leaves, grass clippings, garden debris, and brush.

3. **Maintenance.** Compost piles shall be maintained using the following requirements:
 - a. All Compost Piles, except those consisting solely of Yard Waste, shall be enclosed in a free standing bin. Each bin shall be no larger in volume than one hundred and twenty-five (125) cubic feet, and shall be no taller than five (5) feet.
 - b. All Compost Piles and bins shall be so maintained as to prevent the attraction or harborage of rodents and pests.
 - c. Compost Piles and bins shall be so maintained as to prevent unreasonable and unpleasant odors from reaching neighboring properties.
 - d. Compost Piles shall be located in rear yards only.
 - e. Nothing herein authorizes creating or maintaining a public nuisance.
4. **Ingredients.** No Compost bin shall contain anything other than the following: Yard Waste, vegetables and fruit, manure, commercial compost additives.
5. **Owner Responsibility.** In addition to the person directly violating this Section 16.20, each owner of a Premises containing a violation of this Section 16.20 is separately responsible for the violation.
6. Any person violating this Section 16.20 shall be subject to a forfeiture of not less than one hundred dollars nor more than six hundred dollars, plus the costs of prosecution, assessments, fees, and surcharges. Each day a violation continues is a separate offense.

~~Any person violating this Section 16.20 shall be subject to a forfeiture of not less than one hundred (\$100) dollars and not more than three hundred (\$300) dollars, and in addition, shall pay the costs and expenses of prosecution. Each day such violation continues shall be considered a separate offense. Failure to promptly pay said forfeiture shall subject the violator to be sentenced to the County Jail for a period not to exceed sixty (60) days.~~

16.21. Infestation and Extermination.

- A. **Infestation.** All Structures shall be kept free from Infestation. All Structures with Infestation shall have the Infestation exterminated by approved processes that will not be injurious to human health. After Extermination, proper precautions shall be taken to prevent reinfestation.
- B. **Responsibility for Extermination.** The Responsible Person for any Structure shall be responsible for Extermination. For Buildings with three or fewer Dwelling Units, including single-family Dwellings, the entire Building shall be treated. Buildings with four or more Dwelling Units shall, at minimum, have the infested Dwelling Unit treated, as well as the Dwelling Units immediately above, below, and to all sides—regardless of whether there is a hallway separating them—of the infested unit.
- C. **Extermination.** If Extermination is ordered by the Code Official, or his/her designee, Extermination shall be performed by a State of Wisconsin licensed exterminator. Effective Extermination shall

continue until the Infestation is eliminated. The Responsible Person shall submit completed Extermination reports from the licensed exterminator to the Code Official.

16.22. Light, Ventilation and Occupancy Limitations.

A. General.

1. **Scope.** The provisions of this Section shall provide the minimum requirements and standards for Light, Ventilation and Occupancy limitations for Structures.
2. **Responsibility.** The Responsible Person shall provide and maintain Light, Ventilation and Occupancy limitations in compliance with this Section.
3. **Prohibition.** A Person shall not occupy, or permit another Person to occupy any Structure that does not comply with the requirements of this Section.
4. **Alternative Devices.** In lieu of the means for natural Light and Ventilation herein prescribed, artificial Light or mechanical Ventilation complying with the City Building Code shall be permitted.

B. Light.

1. **Habitable Spaces.** Every Habitable Space shall have at least one (1) window of a size required by the Wisconsin Administrative Code Chapters SPS 320-325 facing directly to the outdoors or to a court. The minimum total window pane areas for every Habitable Space shall be eight (8) percent of the floor area of such room. Wherever walls or other portions of a Structure face a window of any room and such obstructions are located less than three (3) feet from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court, and shall not be included as contributing to the required minimum total window area for the room. Where natural Light for rooms or spaces without exterior window pane areas is Provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least eight (8) percent of the floor area of the interior room or space, but not less than twenty-five (25) square feet. The exterior window pane area shall be based on the total floor area being served.
2. **Common Hall and Stairway Spaces.**
 - a. **Two- to Four-Family Dwellings.** Public pathways and stairways in Buildings accommodating two (2), three (3) or four (4) families shall be Provided with convenient Light switches controlling a system for adequate lighting, which may be turned on when needed.
 - b. **Five (5) or More Families.** Public pathways and stairways in Buildings accommodating more than four (4) families, accommodating more than thirty (30) Persons, or accommodating transients shall be lighted at all times with adequate Light.
 - c. Where one (1) or more lighting fixtures(s) are installed for interior stairways, there shall be a wall switch at each floor level, and landing level that includes an entryway, to control the lighting outlet(s) where the stairway between floor levels has six (6) risers or more. An exception is allowed in hallways, in stairways and at outdoor entrances, remote, central or automatic control of lighting shall be permitted.
3. Adequate lighting for safe movement through the Basement shall be Provided with a Light switch at the main entrance.
4. **Other Spaces.** For attics, underfloor spaces, utility rooms, and Basements, at least one (1) lighting fixture containing a switch or controlled by a wall switch shall be installed where these spaces are used for storage or contain equipment which may require periodic servicing. At least one (1) point of control shall be a wall switch at the usual point of entry to these spaces. Lighting shall be Provided at or near equipment which may require periodic servicing.

C. Ventilation.

1. **Habitable Spaces.** Every Habitable Space shall have at least one (1) openable window. The total Openable Area of the window in every room shall be equal to at least forty-five (45) percent of the minimum window paned area required in this Code.

Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least eight (8) percent of the floor area of the interior room or space, but not less than twenty-five (25) square feet. The Ventilation openings to the outdoors shall be based on a total floor area being ventilated.

2. **Bathrooms.** Every Bathroom shall comply with the Ventilation requirements for Habitable Spaces as required by this Code, except that a window shall not be required in such spaces as are equipped with a mechanical Ventilation system. Air exhausted by a mechanical Ventilation system from a Bathroom shall discharge directly to the outdoors and shall not be recirculated.
3. **Clothes Dryer Venting Systems.** Clothes dryer venting systems shall be independent of all other systems and shall be vented directly outside or in accordance with the manufacturer's instructions.

D. Occupancy Limitations.

1. **Privacy.** Dwelling Units and rooming units of Lodging Houses shall be arranged to provide privacy and be separate from other adjoining spaces.
2. **Minimum Room Widths.** A habitable room, other than a kitchen, shall not be less than seven (7) feet in length or width. Kitchens shall have a clear passageway of not less than three (3) feet between counter fronts and appliances or counter fronts and walls.
3. **Minimum Ceiling Heights.** Habitable spaces, hallways, corridors, laundry areas, Bathrooms, toilet rooms and habitable Basement areas shall have a clear ceiling height of not less than seven (7) feet. Rooms occupied exclusively for sleeping, study or similar purposes may have a sloped ceiling over all or part of the room, with a clear ceiling height of at least seven (7) feet over not less than one-third ($\frac{1}{3}$) of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of five (5) feet or more shall be included.
4. **Bedroom Requirements.** Every Bedroom shall comply with the following requirements:
 - a. **Area For Sleeping Purposes.** Every Bedroom occupied by one (1) Occupant shall contain at least seventy (70) square feet of floor area, and every Bedroom occupied by more than one (1) Occupant shall contain at least fifty (50) square feet of floor area for each Occupant thereof.
 - b. **Access From Bedrooms.** Bedrooms, except for in Dwelling Units that contain only one (1) Bedroom, shall not constitute the only means of access to other Bedrooms or Habitable Spaces and shall not serve as the only means of egress from other Habitable Spaces.
 - c. **Bathroom Accessibility.** Every Bedroom shall have access to at least one (1) Bathroom without passing through another Bedroom. Every Bedroom in a Dwelling Unit shall have access to at least one (1) Bathroom located in the same story as the Bedroom or an adjacent story.
 - d. **Kitchens and Nonhabitable Spaces.** Kitchens and nonhabitable spaces shall not be used for sleeping purposes.
 - e. **Basement Bedrooms.** No Basement space shall be used as a Bedroom unless:
 - (1) The floor and walls are impervious to leakage of underground and surface runoff water and are insulated against dampness.
 - (2) The total windowpane area in each room that is capable of admitting natural Light must be at least the area required in paragraph 16.22.B.1.

- (3) The total of openable window area in each room must be at least the minimum required in paragraph 16.22.C.1, except where there is supplied some other device affording adequate Ventilation and approved by the Code Official.
- (4) The room meets all the requirements of this Code and the requirements of the Wisconsin Administrative Code Chapters SPS 20-25, specifically including egress window requirements.
- 5. **Minimum Area Requirements.** Dwelling Units shall not be occupied by more Occupants than permitted by the minimum area requirements specified in the following Table 16.22.D.5.

MINIMUM AREA REQUIREMENTS

TABLE 16.22.D.5

MINIMUM AREA IN SQUARE FEET

SPACE	1—2 Occupants	3—5 Occupants	6 or More Occupants
Living Room	No Requirements	120 s.f.	150 s.f.
Dining Room	No Requirements	80 s.f.	100 s.f.
Kitchen	50 s.f.	50 s.f.	60 s.f.
Bedrooms	70 s.f. for 1 Person; 50 s.f. for each Person where more than 1 Person		

- a. **Sleeping Area.** The minimum Occupancy area required by Table 16.22.D.5. shall not be included as a sleeping area in determining the minimum Occupancy area for sleeping purposes.
- b. **Combined Spaces.** Combined living room and dining room spaces shall comply with the requirements of Table 16.22.D.5. if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.
- 6. **Efficiency Unit.** Nothing in this Section shall prohibit the use of an Efficiency Dwelling Unit meeting the following requirements:
 - a. An Efficiency Dwelling Unit occupied by not more than two (2) Occupants shall have a clear floor area of not less than two hundred twenty (220) square feet. An Efficiency Dwelling Unit occupied by three (3) Occupants shall have a clear floor area of not less than three hundred twenty (320) square feet. These required areas shall be exclusive of the areas required by subparagraphs b. and c.;
 - b. Having a kitchen sink, space and hookups for cooking appliances and refrigeration facilities, each having a clear working space of not less than thirty (30) inches in front. Light and Ventilation conforming to this Code shall be Provided;
 - c. Having a separate Bathroom containing a toilet, lavatory, and bathtub or shower; and
 - d. Having no more than three (3) Occupants.

16.23. Plumbing Systems Facilities and Fixture Requirements.

A. General.

- 1. **Responsibility.** The Responsible Person of the Structure shall provide and maintain plumbing systems facilities, and fixtures in compliance with this Section.
- 2. **Prohibition.** A Person shall not occupy or permit another Person to occupy any Structure that does not comply with the requirements of this Section.
- 3. **Maintaining Sanitary Sewer and Water Service.** No Responsible Person may cause any sanitary sewer or water service to be removed from or shut off from or discontinued for any occupied Dwelling, Dwelling Unit or Lodging Room, except for such temporary interruption as

may be necessary while actual repairs are in process, or during temporary emergencies beyond the control of the Responsible Person.

4. **Maintaining Fixtures.** Every Occupant of a Dwelling Unit shall keep all plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.

B. Required Facilities.

1. **Dwelling Units.** Every Dwelling Unit shall contain its own bathtub or shower, Bathroom sink and kitchen sink which shall be maintained by the Responsible Person in Good Repair, in Good Working Condition, and in a sanitary condition. The Bathroom sink shall be placed in the same room as the water closet or located in Close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink may not be used as a substitute for the required Bathroom sink. **All Dwellings must have running water to maintain clean and sanitary conditions of their interiors.**
2. **Privacy.** Toilet rooms and Bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be Provided for all Bathrooms and toilet rooms.

C. Plumbing Systems and Fixtures.

1. **Fixtures.** Fixtures shall be properly installed in Good Repair, in Good Working Condition, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed.
2. **Plumbing System Hazards.** Plumbing systems shall be properly installed in Good Repair, in Good Working Condition and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which designed. The plumbing system in a Structure shall not constitutes a hazard to the Occupants or the Structure by reason of inadequate service, inadequate venting, cross-connection, backsiphonage, improper installation, deterioration or damage or for similar reasons.

D. Water Supply System.

1. **Water Supply Source.** Every sink, lavatory, bathtub or shower, toilet, drinking fountain, laundry facility or other plumbing fixture shall be properly connected to either a public water supply system or to a State or City approved private water system and shall be supplied with hot or tempered and cold running water in accordance with the State Plumbing Code.
2. **Free From Contamination.** The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood level rim of the fixture. Shampoo basin faucets, janitor sink faucets, and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric type vacuum breaker or an approved permanently attached hose connection vacuum breaker.
3. **Adequate Supply.** The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.
4. **Water Heating Facilities.** Every Dwelling Unit shall have water heating facilities properly installed in Good Repair, Good Working Condition, and maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower, toilet and laundry facility at a temperature of not less than one hundred ten (110) degrees Fahrenheit (forty-three (43) degrees Celsius). A gas-burning water heater may not be located in any Bathroom, toilet room, Bedroom or other occupied room normally kept closed, unless adequate combustion air is Provided. An approved combination temperature and pressure relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

E. Sanitary Sewer and Treatment System.

1. **System Connection.** All plumbing fixtures shall be properly connected to either a public sewer and treatment system or to a State or City approved private sewage treatment system.
2. **Maintenance.** Every plumbing stack, vent, waste and sewer line shall be maintained in Good Repair, Good Working Condition and function as designed and be kept free from obstructions and leaks.

16.24. Mechanical and Electrical Facilities and Equipment.

A. General.

1. **Responsibility.** The Responsible Person of the Structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with this Section.
2. **Prohibition.** A Person shall not occupy or permit another Person to occupy any Structure that does not comply with the requirements of this Code. No Responsible Person shall cause any mechanical or electrical service, facility or equipment which is required under this Code to be removed from, shut off from or discontinued from any occupied Dwelling, Dwelling Unit or Lodging Room rented or occupied by him/her, except for temporary interruption as may be necessary while actual repairs are in process, or during such temporary emergencies when discontinuance of service is approved by the Code Official.

B. Heating Facilities and Equipment.

1. **Facilities and Equipment Required.** Heating facilities and equipment shall be Provided in Structures as required by this Section.
2. **Residential Occupancies.** Dwellings and Dwelling Units shall be Provided with heating facilities and equipment capable of maintaining a room temperature of sixty-~~seven~~^{eight} (67~~8~~⁸) degrees Fahrenheit in all habitable rooms, Bathrooms and toilet rooms ~~when the outside temperature is at or above zero (0) degrees Fahrenheit and sixty (60) degrees Fahrenheit when the outside temperature is below zero (0) degrees Fahrenheit.~~
3. **Heat Supply.** Every Responsible Person for any Structure who Rents one (1) or more Dwelling Units, either expressed or implied, shall furnish to the Occupants thereof, a permanently attached heating system capable of maintaining a temperature of not less than sixty-~~seven~~^{eight} (67~~8~~⁸) degrees Fahrenheit in all habitable rooms and Bathrooms ~~when the outside temperature is at or above zero (0) degrees Fahrenheit and not less than sixty (60) degrees Fahrenheit when the outside temperature is below zero (0) degrees Fahrenheit.~~ Unless the lease provides otherwise, the Owner of the property is responsible to provide heat. Portable space heaters may not be used as the main heat supply. Underwriters' Laboratories listed portable space heaters may be permitted as a temporary source of heat only while the main heat supply is being repaired.
4. **Central Heating System Requirements.** Every central heating system shall comply with the Wisconsin Administrative Code Chapters SPS 323, 363 and 364 when applicable. It shall also comply with the following requirements:
 - a. The central heating system shall be in Good Repair and Good Working Condition.
 - b. Every heat duct, steampipe and hot water pipe shall be free of leaks and shall function so that an adequate amount of heat is delivered where intended.
 - c. Every seal between the sections of a warm air furnace shall be tight, so noxious gases will not escape into heat ducts.
5. **Permanently Attached Space Heaters.** Every permanently attached space heater shall comply with the Wisconsin Administrative Code Chapters SPS 323, 363 and 364, when applicable, and with all of the following requirements:
 - a. No space heater burning solid, liquid or gaseous fuels shall be a portable type.

- b. Every space heater burning solid, liquid or gaseous fuels shall be properly vented in accordance with manufacturer's instructions.
- c. Every coal burning or oil burning space heater shall have a fire resistant panel beneath it.
- d. The location of space heaters, the insulation of walls and ceilings close to such heaters and the construction, installation and guarding of smokepipes and walls or ceilings through which they go shall meet the requirements of applicable State Law and City Ordinances.

C. Fuel Burning Appliances.

- 1. **Definition. Fuel Burning Appliances** shall mean and include nonelectrical stoves and food preparation devices, water heaters and fireplaces, and all components and accessories therefor, which burn natural gas, LP gas, wood or other combustible materials.
- 2. **Installation and Maintenance.** All fuel-burning appliances shall be properly installed and maintained in Good Repair, in Good Working Condition, and shall be capable of performing the intended function.
- 3. **Prohibited Use.** Cooking appliances shall not be used to meet the heating requirements of this Code.
- 4. **Venting.** All fuel burning appliances shall be connected to an approved chimney or vent, except for appliances which are approved by the manufacturer for unvented operation.
- 5. **Clearances.** All manufacturer required clearances for fuel burning appliances shall be maintained.
- 6. **Safety Controls.** All safety controls for fuel burning appliances shall be maintained in Good Repair, Good Working Condition and be capable of performing the intended function.
- 7. **Combustion Air.** A supply of air for complete combustion of the fuel and for Ventilation of the space containing the fuel burning appliance shall be Provided.
- 8. **Energy Conservation Devices.** Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless labeled by the manufacturer for such purpose and the installation is specifically approved by the manufacturer.

D. Electrical Facilities.

- 1. **Facilities Required.** Every occupied Structure shall be Provided with an electrical system in compliance with the requirements of this Section.
- 2. **Service.** Every Dwelling and Dwelling Unit shall be served by a main service that is not less than sixty (60) amperes, three (3) wires and protected with fuses or circuit breakers.
- 3. **Electrical System Hazards.** Where it is found that the electrical system in a Structure constitutes a hazard to the Occupants or the Structure by reason of inadequate service, improper fusing, insufficient outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the Code Official shall require the defects to be corrected to eliminate the hazard.

- E. **Electrical Equipment.** All electrical equipment, wiring and appliances shall be properly installed and maintained in Good Repair, in Good Working Condition and be capable of performing the intended function. **No loose cords or loose extension lines in excess of six feet in length shall be permitted and no ceiling or wall fixture shall be used for supply and power to equipment other than that for which they are designed.**

16.25. Fire Safety Requirements.

A. General.

1. **Scope.** The provisions of this Section shall provide the minimum requirements and standards for fire safety relating to Structures and Premises, including fire safety facilities and equipment to be Provided.
 2. **Enforcement.**
 - a. **Code Official.** The Code Official shall be responsible for enforcing the requirements of this Code in one- and two-family Dwellings and in the individual units located in multifamily units containing three (3) or more units.
 - b. **Fire Prevention Bureau.** The Fire Prevention Bureau shall be responsible for enforcing the City's fire safety requirements in accordance with Chapter III of the Code of General Ordinances.
 3. **Responsibility.** The Responsible Person of the Premises shall provide and maintain fire safety facilities and equipment in compliance with this Section.
 4. **Prohibition.** A Person shall not occupy or permit another Person to occupy any Premises that does not comply with the requirements of this Section.
- B. Means of Egress.**
1. **Number of Exits.** Every Dwelling, Dwelling unit and Lodging Room shall have direct access to at least two (2) accessible unobstructed means of egress or stairways above the first floor, one (1) of which must lead to an open public street, alley, or court connected to a street.
 2. **Types of Egress.** Exterior stairways, Egress Windows or exit platforms, or a combination thereof, will be permitted as second exits for Dwellings and Dwelling Units constructed prior to January 1, 1985 (date of modification to the Wisconsin Administrative Code Chapters SPS 320-325) if approved by the Code Official. Platforms or stairways shall terminate at a point not more than ten (10) feet above the grade directly below the lowest platform for Buildings containing three (3) or more units and fifteen (15) feet above the grade directly below the lowest platform for one (1) and two (2) unit Dwellings. Platforms shall have a minimum size of three (3) feet by four (4) feet. All stairways and platforms shall be protected with handrails and guardrails as specified in the Wisconsin Administrative Code. Egress exits not meeting the above criteria may be approved by the Code Official.
 3. **Exit Capacity.** The capacity of the exits serving a floor shall be sufficient for the Occupant load thereof as determined by the Wisconsin Administrative Code Chapters SPS 320-325 and 350-364.
 4. **Arrangement.** Exits from Dwellings, Dwelling Units, and lodging units shall not lead through other such units, or through Bathrooms.
 5. **Security.** Bars, grilles or screens placed over emergency escape windows shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the window.
- C. Unobstructed Passageways.**
1. Stairways, passageways, doors, windows, fire escapes or other means of egress shall be kept open and unobstructed. Exterior exits shall be unobstructed.
 2. **Hazardous Material.** Combustible, flammable, explosive or other hazardous materials, such as paints, volatile oils and cleaning fluids, or combustible rubbish, such as wastepaper, boxes and rags, shall not be accumulated or stored unless such storage complies with the applicable requirements of the Building Code and the Fire Prevention Code.
- D. Fuel Oil Tanks.** Abandoned fuel oil tanks shall be referred to the Fire Prevention Bureau for review and disposition.

E. **Fire Doors.** All required fire doors shall be maintained in good working order, including all hardware necessary for the proper operation thereof. Fire doors shall not be held open by door stops, wedges and other unapproved hold-open devices.

F. **Fire Protection Systems.**

1. **Smoke Detectors.** The Responsible Person of a Dwelling, Dwelling Unit and Lodging Room shall install a functional Smoke Detector as follows:

a. **One- and Two-Family Dwellings Constructed Prior to June 1, 1980.**

- (1) In the Basement of the Dwelling.
- (2) On each floor, except the attic or storage area of each Dwelling Unit.

b. **One- and Two-Family Dwellings Constructed After June 1, 1980.**

- (1) In the Basement.
- (2) On each floor level, except the attic or storage area of each Dwelling Unit.
- (3) For floor levels containing a sleeping area, Smoke Detectors shall be installed adjacent to the sleeping area. If a floor level contains two (2) or more sleeping areas remote from each other, each sleeping area shall be Provided with an adjacent Smoke Detector.
- (4) Smoke detectors shall be continuously powered by the electrical service in the Dwelling and shall be interconnected.
- (5) For family Dwelling Units with split levels or open adjacent levels with less than one (1) full story separation between levels, one (1) Smoke Detector on the upper level shall suffice for an adjacent lower level, including Basements.

c. **Apartment Buildings, Condominiums, Townhouses Exceeding Sixty (60) Feet (or Six (6) Stories), and All Lodging Houses.**

- (1) In the Basement.
- (2) At the head of every open stairway.
- (3) At the door on each floor level leading to every enclosed stairway.
- (4) Either in each sleeping area of each Dwelling Unit or elsewhere in the unit within six (6) feet of each sleeping area and not within a kitchen.
- (5) All Smoke Detectors in stairways, corridors and other public places in the Building shall be directly and permanently wired to a proper unswitched circuit.

d. **Multifamily Dwelling Constructed After April 1, 1995; Additions to Multifamily Dwelling Constructed After April 1, 1995; Conversion to Multifamily Dwelling After April 1, 1995.**

- (1) In the Basement.
- (2) At the head of every open stairway.
- (3) At the door on each floor level leading to every enclosed stairway.
- (4) Either in each sleeping area of each Dwelling Unit or elsewhere in the Unit within six (6) feet of each sleeping area, but not within a kitchen.
- (5) All Smoke Detectors shall be directly and permanently wired to a proper unswitched circuit and be Provided with a backup source of power.

- e. **Installation.** All Smoke Detectors shall be installed in accordance with the Building Code and the manufacturer's instruction. When actuated, the smoke detectors shall provide an alarm suitable to warn the occupants within the individual room or dwelling unit.
- f. **Tampering Prohibited.** It shall be a violation of this Code for any Person to remove or tamper with the Smoke Detector.
- g. **Maintenance.** The Responsible Person shall maintain all Smoke Detectors in the common areas of all Residential Buildings. The Occupant of a Dwelling or Dwelling Unit shall maintain any Smoke Detector in that Dwelling or Dwelling Unit, except that if any Occupant who is not the Responsible Person, or a State, County, City, Village or Town officer, agent or employee charged under State Statute or municipal ordinance with powers or duties involving inspection of real or personal property, gives written notice to the Responsible Person that the Smoke Detector is not functional, the Responsible Person shall provide within twenty-four (24) hours after receipt of that notice, any maintenance necessary to make that Smoke Detector functional.

2. **Carbon Monoxide Detectors.**

A. **Installation.**

- 1. The Responsible Person shall install a minimum of one (1) carbon monoxide detector in a single family Building, and, if applicable, it shall be in place at the time of possession by any tenants.
- 2. The Responsible Person shall install a carbon monoxide detector in all of the following places:
 - a. In the Basement of the Building if the Basement has a fuel-burning appliance.
 - b. Within fifteen (15) feet of each sleeping area of a unit that has a fuel-bring appliance.
 - c. Within fifteen (15) feet of each sleeping area of a unit that is immediately adjacent to a unit that has a fuel-burning appliance.
 - d. In each room that has a fuel-burning appliance and that is not used as a sleeping area, a carbon monoxide detector shall be installed under this subdivision not more than seventy-five (75) feet from the fuel-burning appliance.
 - e. In each hallway leading from a unit that has a fuel-burning appliance, in a location that is within seventy-five (75) feet from the unit, except that, if there is no electrical outlet within this distance, the Responsible Person shall lace the carbon monoxide detector at the cClosest available electrical outlet in the hallway.
- 3. Any carbon monoxide detector that bears an Underwriters Laboratories, Inc., listing mark or similar mark from an independent product safety certification organization satisfies the requirement of this subsection.
- 4. The Responsible Person shall install every carbon monoxide detector required by this subsection according to the directions and specifications of the manufacturer of carbon monoxide detectors.

B. **Maintenance Requirements.**

- 1. The Responsible Person of a Residential Building shall reasonably maintain every carbon monoxide detector in the Residential Building in the manner specified in the instructions for the carbon monoxide detector.

2. An Occupant of a unit in a Residential Building may give the Responsible Person of the Residential Building written notice that a carbon monoxide detector in the Residential Building is not functional or has been removed by a Person other than the Occupant. The Responsible Person of the Residential Building shall repair or replace the nonfunctional or missing carbon monoxide detector within ~~five (5) days~~ **twenty-four (24) hours** after receipt of the notice.
3. The Responsible Person of a Residential Building is not liable for damages resulting from any of the following:
 - a. A false alarm from a carbon monoxide detector if the carbon monoxide detector was reasonably maintained by the Responsible Person of the Residential Building.
 - b. The failure of a carbon monoxide detector to operate properly if that failure was the result of tampering with, or removal or destruction of, the carbon monoxide detector by a Person other than the Responsible Person or the result of a faulty detector that was reasonably maintained by the Owner as required under paragraph a.
4. **Tampering Prohibited.** No Person may tamper with, remove, destroy, disconnect, or remove batteries from an installed carbon monoxide detector, except in the course of inspection, maintenance, or replacement of the detector.
5. **Exceptions.** Carbon Monoxide detectors are not required if the Residential Building does not have an attached garage and any of the following applies:
 - a. The Residential Building does not have any fuel-burning appliances.
 - b. All of the fuel-burning appliances in the Residential Building have sealed combustion units that are covered by the manufacturer's warranty against defects.

16.251. Reinspection Fees.

To compensate the City for inspection and administrative costs related to the enforcement of this Chapter, an escalating fee established by the Common Council through Resolution may be charged for any reinspection following the initial inspection which resulted in an order for corrective action and subsequent reinspections resulting in noncompliance with an order for corrective action issued hereunder. There shall be no reinspection fee for a final inspection indicating compliance or for a reinspection occurring during the period of an approved time extension granted for good cause and involving a good faith effort on the part of the property Owner to comply with the order. Reinspection fees which are not paid by or on behalf of the property Owner within thirty (30) days of mailing of an invoice to the property Owner of record on the City tax roll shall be charged and collected as a special charge against the real estate upon which the reinspections were made, and shall be a lien upon the real estate until paid in full, with interest accruing on the unpaid balance at the rate of seven (7) percent per annum or any other applicable statutory rate, whichever is greater. **There shall also be a one hundred dollar (\$100.00) administrative charge added to the fee and special charge to cover the administrative costs of charging and specially charging the property. The Finance Committee will consider a resolution imposing the special charge at its second**~~first~~ **meeting of the first month following the expiration of the aforementioned thirty (30) day period, this date will be included on the reinspection fee invoice. The invoice will also include a reference to this ordinance and brief information on the appeal process. ~~There shall also be a one hundred dollar (\$100.00) administrative charge added to the fee and special charge to cover the administrative costs of charging and specially charging the property.~~ The Department will prepare a standard notice of appeal form, which will be available for in-person pickup at the Department and on the City's website. The property owner may appeal the requirement to pay any money under this Section 16.251 by completing the notice of appeal form and returning it to the Department at any time until seven (7) days prior to the Finance Committee considering the resolution imposing the special charge, which will take place prior to the resolution going before the**

Common Council. An appeal will be heard by the Finance Committee along with the question of whether to pass the resolution imposing the special charge as one and the same question, and will make a recommendation to the Common Council on whether to impose the special charge. Failure to timely initiate such an appeal will forever bar the property owner from contesting the special charge. After timely initiation of an appeal, failure of the property owner to attend either of these Finance Committee or Common Council meetings will result in the property owner waiving their right to contest the special charge. If a property owner timely initiates an appeal, and attends the Finance Committee and Common Council meetings where it is heard, and the Council imposes a special charge, the property owner may seek certiorari review of that decision. The certiorari proceeding must be commenced within thirty (30) days of the Common Council's decision. The property owner initiating certiorari review has the obligation to obtain and pay for a transcript and to furnish it to the reviewing court. If the property owner seeking review establishes impecuniousness to the satisfaction of the reviewing court, the property owner will retain the obligation to obtain and furnish the transcript to the reviewing court, but the City will provide for the reasonable expenses of doing so. If no transcript can be obtained through reasonable means, the court may order a synopsis of the proceedings in lieu of a transcript. If a synopsis is used, the court will conduct its certiorari review based on the synopsis in the same manner it would if the synopsis were ordered under Section 68.13(2) of the Wisconsin Statutes.

16.252. Public Nuisances.

A. **Definitions.** In this Section 16.252 (Public Nuisances), the following terms have the following meanings:

Commence has the meaning set forth in Wis. Stats. § 801.02.

Department(s) means the Department of City Inspections, and includes all of its officers, and employees.

Effective Date. The "Effective Date(s)" of any order given pursuant to Section 16.252.D.6. (Non-Summary Abatement), is seven (7) days after the date of delivery. Notwithstanding the foregoing sentence, the Effective Date of any order given pursuant to Section 16.252.D.6. (Non-Summary Abatement) to abate the specific Public Nuisances prohibited in Section 16.252.B.3. (Junk in the Front Yard) and 16.252.B.5. (Unburied Animal Carcass) is two (2) days after the date of delivery. In any contest, the Effective Date will serve as the date of violation.

Enforcing Officer(s) means either the Director of the Department, or a supervisor, inspector, or officer within the Department.

Flytight(s) means completely inaccessible to flies and any other insects.

Front or Side Yard(s) means, with respect to a Premises with a Dwelling on it that abuts a single Highway, the portion of a Yard between the edge of the Highway nearest the Dwelling and the edge of the Dwelling furthest from the Highway; for clarity, this includes the portions of Yard on both the front and sides of the Dwelling. A "Front or Side Yard" means, with respect to a Premises with a Dwelling on it that abuts two (2) or more Highways, the portions of a Yard between the edges of each Highway and the edges of the Dwelling nearest to the highways.

Governmental Entity(s) means a Wisconsin city, town, village, or county, the State of Wisconsin, or the United States Federal Government, as well as any of their agencies, departments, offices, or other subdivisions.

Highway(s) has the meaning in Wis. Stats. § 340.01(22).

Holiday(s) has the meaning in Wis. Stats. § 801.15(1)(a).

Junk should be given its ordinary definition. "Junk" specifically includes, but is not limited to, refuse (meaning items or material that are practically useless or worthless; however, usefulness or worth to a scrapper or in recycling will not negate something fitting the definition of Junk), Garbage (meaning the definition contained in Section 16.02 of the Code of General Ordinances, with the modification that Garbage used for the purpose of composting, if the use is both reasonable and in compliance with the

Code of General Ordinances, is not Junk), Debris (meaning the definition contained in Section 16.02 of the Code of General Ordinances with the additions of rubble, wreckage, or the scattered remains of anything else broken or destroyed), Bulky Solid Waste or Major Appliances (meaning the definitions contained in Section 5.06 of the Code of General Ordinances), or any other discarded or salvageable materials (with this phrase having the same meaning as it has in Wis. Stats. § 289.03(33)). For clarity, this definition of Junk also includes, but is not limited to, cigarettes, inoperable refrigerators, inoperable freezers, scrap metal, inoperable radiators, inoperable washing machines, inoperable dryers, batteries, bottles, cans, feces from pet animals, and Vehicle parts or bodies. The definition of Junk is not limited to other applications similar to the lists contained herein. Junk may include Plant matter.

Owner(s) should be given its ordinary definition. The definition contained in Section 16.02 of the Code of General Ordinances does not apply to the term "owner(s)" in this Section 16.252 (Public Nuisances).

Person(s) refers to either a human being or an entity of any kind.

Plant(s) includes its common definition. For clarity, "Plants" include, but are not limited to, grass, Weeds, flowers, fruits, vegetables, trees, bushes, herbs, ferns, and mosses. A Plant also includes fungi, algae, and mold.

Porch(es) is a covered platform at an entrance to a Building or Structure.

Premises refers both to land and any improvements upon it of any nature.

Public Nuisance(s) is a condition or activity which substantially or unduly interferes with the use of a public place or with the activities of an entire community. In other words, a Public Nuisance is an unreasonable interference with a right common to the general public. The Common Council for the City of Kenosha intends for this general definition of a Public Nuisance to fully mirror the State of Wisconsin's common law definition of a Public Nuisance, and for said definition to be interpreted in accordance with the State's developing common law of Public Nuisances.

Rodent or Insect Harborage(s) means any Buildings, Structures, items, or anything else that provides, or tends to provide, rodents or insects refuge from frequent molestation or disturbance. Examples include (1) an outdoor trash or recycling container that has holes in the container material, an open or improperly closed lid, or that is otherwise accessible to rodents or insects, or (2) deteriorated Buildings or Structures with access points for rodents or insects; however, the definition of a Rodent or Insect Harborage is not limited to other applications similar to these examples.

Rodent-Proof Container(s) is a container made of concrete or metal, or that is either lined with or made of other material that is impervious to rodents; openings into such a container are made of the same and are tightfitting to prevent the entrance of rodents.

Sign(s) has the meaning given in Section 15.02 of the Code of General Ordinances.

Vehicle(s) has the meaning given in Wis. Stats. § 340.01(74).

B. **Specific Public Nuisances Declared.** In addition to the definition of a Public Nuisance contained in Section 16.252.A. (Definitions), the following conditions or activities are declared to be Public Nuisances:

1. **Nuisance Weed.** The existence of a Weed in any outdoor area, unless it is a part of an approved natural lawn pursuant to Section 16.17.G. of the Code of General Ordinances.
2. **Unsafe Sign.** The existence of any Signs that are structurally unsound.
3. **Junk in the Front Yard.** Junk located in a Front or Side Yard of a Premises containing a house or apartment Building, but that is neither surrounded by a fence nor on a Porch. The foregoing sentence does not prohibit (1) Junk placed in compliance with Section 5.06 of the Code of General Ordinances, (2) Junk stored outdoors in a completely enclosed, Flytight, waterproof, and Rodent-Proof Container, or (3) the storage of construction materials in compliance with Section 16.17 of the Code of General Ordinances.

4. **Junk in an Outdoor Area.** Junk in any outdoor area other than which is described by the first sentence of Section 16.252.B.3. (Junk in the Front Yard). The foregoing sentence does not prohibit (1) Junk placed in compliance with Section 5.06 of the Code of General Ordinances, (2) Junk stored outdoors in a completely enclosed, Flytight, waterproof, and Rodent-Proof Container, or (3) the storage of construction materials in compliance with Section 16.17 of the Code of General Ordinances.
5. **Unburied Animal Carcass.** The existence of an unburied carcass of an animal in an outdoor area, which is not intended for human consumption. The foregoing sentence will not apply on a farm, and furthermore will not prohibit maintaining deceased animals preserved through the practice of taxidermy or like forms of preservation.
6. **Pest Harborage.** The existence of any Rodent or Insect Harborage.
7. **Blighted Building.** (1) A Building or Structure that is old, dilapidated, or out of repair and consequently dangerous, unsafe, unsanitary, or otherwise **unsuitable** ~~unfit~~ for human habitation, or (2) a Building or Structure that has deteriorated or is dilapidated or blighted to the extent that one (1) or more windows, doors, other openings, walls, roofs, plumbing or heating fixtures, or facilities or appurtenances of the Building or Structure are damaged, destroyed or removed so that the Building or Structure offends the aesthetic character of the immediate neighborhood and produces blight or deterioration.
8. **Foul Water.** Any outdoor excavation, pit, hole, gully, ditch, swimming pool, hot tub, fountain, or depression of any nature, whether natural or made by humans and whether in the ground or on top of it, where standing water has become foul, putrid, offensive, or an attraction for rodents, insects, arachnids, or other pests. The foregoing sentence will not bar such an excavation, pit, hole, gully, ditch, or depression located in any lake, river, creek, natural wetlands, lakes, ponds, lagoons where such lagoon is located on an approved subdivision plat, or any storm water ditch or water retention basin located on public or private property which are part of a City-approved Storm Water Drainage Plan or part of a statutory Drainage District.
9. **Graffiti.** Graffiti, as prohibited by Section 11.031 of the Code of General Ordinances if it remains longer than permitted by Section 16.17.K.
- C. **Public Nuisance Violation.** No Person may create or maintain a Public Nuisance. Each day such a violation continues will be considered a separate offense.
- D. **Abatement of Public Nuisances.**
 1. **Orders.** An order pursuant to this Section 16.252.D. (Abatement of Public Nuisances) must, at minimum, include a statement of the violation with reference to the applicable provisions of the Code of General Ordinances, contain an order to abate a Public Nuisance and a date by which it must be abated, the Effective Date and date of delivery (unless delivered as set forth in Section 16.09.C.1. of the Code of General Ordinances), notice of the property reclamation procedure if applicable, and notice of the contest process. Such an order must be in writing.
 2. **Abatement Completion Notice.** An abatement completion notice must, at minimum, inform the addressee of an order that the Department has completed its abatement of a Public Nuisance, include the date of delivery (unless delivered as set forth in Section 16.09.C.1. of the Code of General Ordinances), and give notice of the property reclamation procedure if applicable.
 3. **Property Removal Notice.** A property removal notice must, at minimum, inform its addressee of any personal property removed from the Premises containing a Public Nuisance by the Department, or by a Person authorized to abate a Public Nuisance by the Department, and inform the addressee that such property may be claimed for a period of thirty (30) days or it may be disposed of.
 4. **Delivery of Orders, Abatement Completion Notices, and Property Removal Notices.**

- a. Orders, abatement completion notices, and property removal notices may be delivered to their addressees by any of the methods approved in Section 16.09.C. of the Code of General Ordinances, or by any other means consistent with due process that are reasonably calculated under all the circumstances to apprise the addressee of the order, abatement completion notice, or property removal notice. Orders to abate the specific Public Nuisance prohibited by Section 16.252.B.3. (Junk in the Front Yard) or 16.252.B.5. (Unburied Animal Carcass) must be delivered (1) as set forth in Section 16.09.C.1. of the Code of General Ordinances, or (2) by both posting them in a conspicuous place on the Premises and in addition delivering them through any other lawful means. For clarity, an Enforcing Officer may effectuate delivery through another Person.
 - b. If an order or abatement completion notice is recorded with the register of deeds for Kenosha County, the order is considered to have been delivered, as of the date the order or abatement completion notice is recorded, on any Person claiming an interest in either the real estate or a Building or Structure upon it, as a result of a conveyance from the owner of record unless the conveyance was recorded before the recording of the order. Delivery by this means is not required but is lawful if performed.
 - c. The date of delivery for an order, abatement completion notice, and property removal notice is generally the date it was sent, given, posted, or published; however, if such was delivered pursuant to Section 16.09.C.1. of the Code of General Ordinances, the date of delivery is the date service was accomplished.
 - d. Time calculations under this Section 16.252 (Public Nuisances) will be computed to exclude the date of delivery and include the whole last day of the period. Saturdays, Sundays, and Holidays will not count toward any time period running from the date of delivery of any order to abate the specific Public Nuisance prohibited by Section 16.252.B.3. (Junk in the Front Yard) or 16.252.B.5. (Unburied Animal Carcass); otherwise such days will count. Notwithstanding the foregoing, if the last day of any time period expires on a day the Kenosha County Clerk of Courts Office is closed, such time period is extended through the next day said Office is open.
5. **Summary Abatement.** If an Enforcing Officer determines that a Public Nuisance was created or is being maintained, and that it presents impending danger to the health, safety, and welfare of the public, the Enforcing Officer may proceed under this Section 16.252.D.5. (Summary Abatement).
- a. **Issuing an Order and Abatement Completion Notice.** The Enforcing Officer may deliver an order to a Person violating Section 16.252.C. (Public Nuisance Violation). If the Department abates a Public Nuisance pursuant to Section 16.252.D.5.b. (Abatement), and when such abatement is completed, the Enforcing Officer will deliver an abatement completion notice to the same Person an order was delivered to.
 - b. **Abatement.** An order may require the abatement of the Public Nuisance by any time, even if the Public Nuisance must immediately be abated. If either (1) the order's addressee is required to, but fails to immediately abate the Public Nuisance, or (2) the Enforcing Officer reasonably exercises discretion to determine that the situation requires it, then the Department may immediately abate the Public Nuisance without further notice or holding a hearing prior to the abatement. For clarity, the Department may abate a Public Nuisance either itself or through any other available Governmental Entity, or by contract or other arrangement with a private Person. Also for clarity, the Department is authorized to enter the Premises containing the Public Nuisance for the purpose of abating the Public Nuisance, and such authority includes the ability to authorize other Persons to do the same.
 - c. **Contests.** Each addressee of an order given pursuant to this Section 16.252.D.5. (Summary Abatement) must Commence an action pursuant to this Section 16.252.D.5.c. (Contests) in the Kenosha County Circuit Court to contest any matter related to said order,

abatement, or abatement completion notice prior to the expiration of thirty (30) days of the date of delivery of the order, or any such claim will be forever barred. If an abatement completion notice is also delivered, the time to Commence an action is extended to thirty (30) days following the notice's date of delivery. If contested, the City will bear the burden of proof on the question of whether the addressee violated Section 16.252.C. (Public Nuisance Violation). If the court determines that the Department improperly caused an abatement, the court may order any equitable remedy that is necessary to restore the affected Person to their pre-abatement state, if such an equitable remedy is reasonable, and any compensatory damages necessary to restore the affected Person to their pre-abatement state. Notwithstanding the foregoing sentence, the court must not award compensatory damages for any violations of the United States Constitution or Wisconsin Constitution. The court must not award punitive damages. The City of Kenosha elects not to be governed by Wis. Stats. ch. 68; instead, this contest procedure must be employed as the exclusive remedy for an addressee of an order or abatement completion notice given pursuant to this Section 16.252.D.5. (Summary Abatement). For clarity, and notwithstanding any other language in this Section 16.252.D.5.c. (Contests), this Section 16.252.D.5.c. (Contests) does not waive any immunity pursuant to Subsections 3 or 4 of Wis. Stats. § 893.80. Also for clarity, the regular rules of civil procedure applicable to civil actions will apply to actions under this Section 16.252.D.5.c. (Contests).

d. **Expanded Remedies.**

- i. **Intent.** This Section 16.252.D.5.d. (Expanded Remedies) is intended to ensure addressees of an order or abatement completion notice given pursuant to this Section 16.252.D.5. (Summary Abatement) have access to adequate procedures that satisfy constitutional requirements of due process while balancing the extraordinarily important municipal protections of Wis. Stats. § 893.80. This balance seeks to provide due process while preserving the protections of Wis. Stats. § 893.80 to the maximum extent legally permitted.
- ii. If, in a timely Commenced action in the Kenosha County Circuit Court under Section 16.252.D.5.c. (Contests), the court makes a specific determination that a Person has been deprived of a constitutionally protected property or liberty interest by action under color of law pursuant to this Section 16.252.D.5. (Summary Abatement), and a specific determination that the procedure or remedies available to that Person under this Section 16.252.D.5. (Summary Abatement) are constitutionally inadequate for the purposes of due process, then, the protections of the provisions of Subsections 3 or 4 of Wis. Stats. § 893.80 as they apply to that specific action and specific Person will be waived. The waiver in the foregoing sentence is limited and will waive the protections contained in one (1) or both of Subsections 3 or 4 of Wis. Stats. § 893.80 to the minimum extent necessary to enable Section 16.252.D.5.c. (Contests) to provide a constitutionally adequate procedure and remedy in the specific action and to the specific Person.
- iii. The procedure for effectuating Section 16.252.D.5.d. (Expanded Remedies) must be as follows. The plaintiff must file a written document with the court indicating that they intend to challenge the constitutional adequacy of the procedure and remedies provided for by Section 16.252.D.5.c. (Contests) within the shorter of twenty (20) days after the action is Commenced or by the trial date, or this Section 16.252.D.5.d. (Expanded Remedies) will not apply to the action. If such a document is timely filed, the court may schedule further proceedings as it sees fit to determine the constitutional adequacy of the procedure and remedies, but the question of the constitutional adequacy of said procedure and remedies must not be decided prior to the question of whether the plaintiff violated Section 16.252.C. (Public Nuisance Violation) being resolved. For clarity, this Section 16.252.D.5.d. (Expanded Remedies) provides no authority for a waiver taking place prior to the question of whether the plaintiff violated

Section 16.252.C. (Public Nuisance Violation) being resolved. Also for clarity, any such waiver will not prohibit the correctness of any decision that led to the waiver from being challenged or appealed. This procedure must be strictly adhered to.

- e. **Finality.** If an action is not timely Commenced in the Kenosha County Circuit Court pursuant to Section 16.252.D.5.c. (Contests), then the order, abatement completion notice, and any abatement are deemed to be lawful.
6. **Non-Summary Abatement.** If an Enforcing Officer determines that a Public Nuisance was created or is being maintained, the Enforcing Officer may proceed under this Section 16.252.D.6. (Non-Summary Abatement).
 - a. **Issuing an Order.** The Enforcing Officer may deliver an order to a Person violating Section 16.252.C. (Public Nuisance Violation).
 - b. **Private Abatement.** The addressee of an order must abate the Public Nuisance referred to in the order within fifteen (15) days from its date of delivery. If abating a Public Nuisance within that timeframe would present a particularized hardship on the addressee of the order, the addressee may make a written statement to the Department detailing the hardship and requesting an extension. Such a written statement must be received by the Department prior to the expiration of the time for the addressee to lawfully abate the Public Nuisance. For clarity, addressees requesting an extension have no right to receiving an extension. The Director, or the Director's designee, has discretion to grant or deny an extension for any lawful reason. If a written response to a request for an extension is not sent within the three (3) days following its receipt by the Department, the request is deemed denied. If the Director, or the Director's designee, grants an extension, the applicable time to file an action contesting the order pursuant to Section 16.252.D.6.c. (Pre-Abatement Contests) is tolled to the same date the extension is granted through. If the specific Public Nuisance to be abated is that of Section 16.252.B.3. (Junk in the Front Yard) or 16.252.B.5. (Unburied Animal Carcass), the fifteen-day time period to abate the Public Nuisance is reduced to three (3) days. If the specific Public Nuisance to be abated is that of Section 16.252.B.7. (Blighted Building), the fifteen-day time period to abate the Public Nuisance is increased to thirty (30) days.
 - c. **Pre-Abatement Contests.** Each addressee of an order given pursuant to this Section 16.252.D.6. (Non-Summary Abatement) must Commence an action pursuant to this Section 16.252.D.6.c. (Pre-Abatement Contests) in the Kenosha County Circuit Court to prohibit the Department from abating the Public Nuisance, and must Commence such action within fifteen (15) days from the date of delivery of the order, or any such claim will be forever barred. If contested, the City will bear the burden of proof on the question of whether the addressee violated Section 16.252.C. (Public Nuisance Violation). If such an action is timely Commenced in the Kenosha County Circuit Court, the Department must not abate the Public Nuisance during its pendency, including any applicable time for an appeal, unless authorized by a court or the addressee to abate the Public Nuisance. If the addressee prevails in the action, the court may order that the City must not abate the particular Public Nuisance pursuant to the particular order contested, but the court must not order any compensatory or punitive damages or other equitable relief. The City of Kenosha elects not to be governed by Wis. Stats. ch. 68; instead, this contest procedure must be employed as the exclusive remedy for an addressee of an order given pursuant to this Section 16.252.D.6. (Non-Summary Abatement). For orders to abate the specific Public Nuisance prohibited by Section 16.252.B.3. (Junk in the Front Yard) or 16.252.B.5. (Unburied Animal Carcass), the fifteen-day time period to Commence an action is reduced to three (3) days. For orders to abate the specific Public Nuisance prohibited by Section 16.252.B.7. (Blighted Building), the fifteen-day time period to Commence an action is increased to thirty (30) days. For clarity, the regular rules of civil procedure applicable to civil actions will apply to actions under this Section 16.252.D.6.c. (Pre-Abatement Contests).

- d. **Public Abatement.** Upon the expiration of the time to Commence an action in the Kenosha County Circuit Court pursuant to Section 16.252.D.6.c. (Pre-Abatement Contests), and if the Public Nuisance described therein is not already abated, the Department may abate the Public Nuisance referred to in the order. For clarity, the Department may abate a Public Nuisance either itself or through any other available Governmental Entity, or by contract or other arrangement with a private Person. Also for clarity, the Department is authorized to enter the Premises containing the Public Nuisance for the purpose of abating the Public Nuisance, and such authority includes the ability to authorize other Persons to do the same.
- e. **Finality.** If an action is not timely Commenced in the Kenosha County Circuit Court pursuant to Section 16.252.D.6.c. (Pre-Abatement Contests), then the order is deemed to be lawful.
- 7. **Abatement of Certain Nuisances.** The Common Council for the City of Kenosha declares that the least drastic manner of abating the specific Public Nuisances of Section 16.252.B.3. (Junk in the Front Yard) or 16.252.B.4. (Junk in an Outdoor Area) is to remove the Junk or carcass from the Premises and dispose of it. For clarity, the lack of a similar declaration as to other Public Nuisances does not imply that an appropriate manner of abating another Public Nuisance cannot also be to remove and dispose of it.
- E. **Responsibility.** Every owner of any property in the City of Kenosha has the following duties:
 - a. To prevent their property from becoming or containing a Public Nuisance.
 - b. To be sufficiently responsible for and attentive to their Premises such that an order, abatement completion notice, or property removal notice which is delivered to the Premises will promptly reach said owner. An owner has the option, but not the obligation, to fulfill the responsibility contained in the foregoing sentence by both (1) providing the Department, in writing, with a property address or electronic mail address, and (2) keeping the Department updated if the property address or electronic mail address changes. Any order, abatement completion notice, or property removal notice that is delivered to any such property address or email address is deemed to be sufficiently delivered.
- F. **Forfeiture.** Any Person cited for violating Section 16.252.C. (Public Nuisance Violation) will forfeit between fifty dollars (\$50.00) and six hundred (\$600.00) dollars, plus the costs of prosecution, assessments, and surcharges. Failure to pay any such forfeiture, costs, assessments, and surcharges may subject the violator to be sentenced to the County Jail for a period not to exceed twenty (20) days. Each day such violation continues will be considered a separate offense.
- G. **Relationship to Other Methods of Enforcement.**
 - 1. Nothing in this Section 16.252 (Public Nuisances) will prohibit the prosecution or abatement of Public Nuisances in accordance with any constitution, statute, rule, common law, or by any other source of legal authority.
 - 2. Nothing in this Section 16.252 (Public Nuisances) will prohibit the enforcement of any other sections of the Code of General Ordinances (whether within or outside of this Section 16.252 (Public Nuisances)) against a Person violating Section 16.252.C. (Public Nuisance Violation). Enforcement of any other sections of the Code may be in addition to any enforcement action under Section 16.252.D. (Abatement of Public Nuisances). Nothing herein will prohibit the Department from both issuing a citation and delivering an order to a Person for a single violation of Section 16.252.C. (Public Nuisance Violation).
 - 3. Failure to identify a condition or activity as a specific Public Nuisance under Section 16.252.B. (Specific Public Nuisances Declared) does not imply that a condition or activity is not, or cannot be, a Public Nuisance under Section 16.252.A. (Definitions), or under any constitution, statute, rule, common law, or by any other source of legal authority.
 - 4. In regard to a Public Nuisance being created or maintained on any specified date, the Department may either proceed upon the procedure of Section 16.252.D.5. (Summary

Abatement) or Section 16.252.D.6. (Non-Summary Abatement); it may not proceed upon both with the same order. The foregoing sentence does not prohibit the Department from sending multiple orders, whether pursuant to the same procedure or not, regarding different days that a Public Nuisance was created or maintained.

- H. **Collection of Costs.** If the Department abates any Public Nuisance under this Section 16.252 (Public Nuisances), the cost may be collected as a special charge pursuant to Wis. Stats. § 66.0627. This authority is in addition to any other source of legal authority for anyone to collect costs or fees for actions taken pursuant to this Section 16.252 (Public Nuisances).
- I. **Non-Limitation of Discretion.** This Section 16.252 (Public Nuisances) is not intended to limit the discretion of the Department, nor impose a duty upon it, except where signified by the terms "will" or "must." For example, the decisions to enforce, and the manner of enforcement (including, but not limited to, any manner of abatement) of any of this Section 16.252 (Public Nuisances) under any particular set of circumstances are discretionary.
- J. **Property Return.** If, during an abatement pursuant to this Section 16.252 (Public Nuisances), personal property is removed from the Premises containing the Public Nuisance by the Department, or by a Person authorized to abate a Public Nuisance by the Department, this Section 16.252.J. (Property Return) applies. The Enforcing Officer will deliver a property removal notice to the same Person an order was delivered to. Section 1.21 of the Code of General Ordinances applies to any such property, but the thirty-day period in Section 1.21.A. will begin upon the date of delivery of the property removal notice. If the personal property that is removed is Junk, an animal carcass, a Weed, or other property of de minimis value, this procedure will not apply.
- K. **Public Abatement Limitations Period.** The Department must not abate any Public Nuisance under the authority of a given order unless it abates the Public Nuisance within the six (6) months following the date by which a contest must be Commenced under Section 16.252.D.5.c. (Contests), or Section 16.252.D.6.c. (Pre-Abatement Contests). The six-month period will be tolled for the duration of any legal proceeding challenging the order, including the applicable time for an appeal.
- L. **Severability.** Any part of this Section 16.252 (Public Nuisances) is severable. If any provision, section, sentence, clause, phrase, or portion hereof is held invalid, any other provision, section, sentence, clause, phrase, or portion will not be affected thereby. If the application of any provision, section, sentence, clause, phrase, or portion to any Person or circumstances is held invalid, the application of other provisions, sections, sentences, clauses, or portions of such ordinance to other Persons or circumstances will not be affected thereby. It is declared to be the intent of this Section 16.252 (Public Nuisances) that the same would have been adopted had such invalid parts, if any, not been included herein.

16.26. Penalties.

- A. **Violation Penalties.** Any Person who shall violate a provision of this Code, shall, upon conviction, be subject to a forfeiture of not more than one thousand dollars (\$1,000.00), and in addition, shall pay the costs and expenses of prosecution. Each day such violation continues shall be considered a separate offense. Failure to promptly pay said forfeiture shall subject the violator to be sentenced to the County Jail for a period not to exceed sixty (60) days.
- B. **Abatement of Violation.** The imposition of the penalties herein prescribed shall not preclude the City Attorney from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal Occupancy of a Structure or premises, or to stop an illegal act, conduct business or utilization of the Structure or premises.
- C. **Enforcement Authority.** The Department of City Inspections has the authority to enforce Chapter 16 of the Code of General Ordinances. The Director of City Inspections has the authority to issue and be named in citations or complaints regarding such ordinances, and may designate such other Persons within the Department of City Inspections who may also issue and be named in citations or complaints

regarding such ordinances.

Section Two: This Ordinance becomes effective upon passage and publication.

ATTEST: _____, City Clerk/Treasurer
MICHELLE L. NELSON

APPROVED: _____, Mayor Date: _____
JOHN M. ANTARAMIAN

Passed:

Published:

Drafted By:

BRYAN A. CHARBOGIAN
Deputy City Attorney

ORDINANCE NO.

PRINCIPAL SPONSOR: ALDERPERSON DAVID MAU
CO-SPONSOR: ALDERPERSON ANTHONY KENNEDY

TO AMEND SECTION 11.145 OF THE CODE OF
GENERAL ORDINANCES FOR THE CITY OF
KENOSHA REGARDING DRUG PARAPHERNALIA

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

Section One: Section 11.145 of the Code of General Ordinances for the City of Kenosha is hereby amended as follows:

11.145. - Drug Paraphernalia.

A. **Definitions.** The definitions set forth in Wis. Stats. § 961.571, are hereby adopted by reference and made a part hereof. ~~Marijuana is defined as in Wis. Stat. § 961.01(14), subject to the exceptions in Wis. Stat. § 961.41(3g)(intro.). Private residence has the same meaning as in Section 11.146 of the Code of General Ordinances for the City of Kenosha.~~

B. **Determination.** The factors set forth in Wis. Stats. § 961.572, are hereby adopted by reference and made a part hereof as factors a court or other authority shall consider in making the determinations referred to in Wis. Stats. § 961.572.

C. **Possession of Drug Paraphernalia.** No person may use, or possess with the primary intent to use, drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of ~~Chapter 961 of the Wisconsin Statutes~~~~this subsection.~~

D. **Manufacture or Delivery of Drug Paraphernalia.** No person may deliver, possess with intent to deliver, or manufacture with intent to deliver, drug paraphernalia, knowing that it will be primarily used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of ~~Chapter 961 of the Wisconsin Statutes~~~~this subsection.~~

E. **Penalty.**

1. Any person, ~~firm, party or corporation~~ convicted for a violation of the above Ordinance shall forfeit from ten dollars (\$10.00) to seven hundred fifty dollars (\$750.00) for each offense, plus the cost of prosecution, ~~assessments, and surcharges,~~ and in default thereof shall be imprisoned to the County Jail or House of Correction for a period not to exceed ninety (90) days, except as set forth in Section 11.145.E.2.

~~2.~~ Where the type of controlled substance within the definition of drug paraphernalia is marijuana and where said drug paraphernalia is discovered in a completely enclosed area on the inside of a private residence, any person convicted for a violation of the above Ordinance shall forfeit \$1, plus the cost of prosecution, assessments, and surcharges. Notwithstanding the foregoing, Section 11.145.E.1. will apply if said drug paraphernalia is discovered in an area either shared or accessible to all people living in a private residence other than a single family home, even if said area is completely enclosed on the inside of the private residence.

2.3. Any drug paraphernalia used in violation of this section shall be forfeited and seized by the City. Any drug paraphernalia forfeited and seized shall be destroyed in accordance with the standard operating procedures established by the Kenosha Police Department.

Section Two: This ordinance will go into effect upon passage and publication.

ATTEST: _____, City Clerk/Treasurer
MICHELLE L. NELSON

APPROVED: _____, Mayor
JOHN M. ANTARAMIAN

Date: _____

Passed:

Published:

Drafted By:

BRYAN A. CHARBOGIAN
Deputy City Attorney
City Attorney's Office

Resolution No. _____

By: the Mayor

**INITIAL RESOLUTION AUTHORIZING THE BORROWING OF
\$34,910,000 TO FINANCE PROJECTS IN TAX INCREMENTAL DISTRICTS AND
CAPITAL IMPROVEMENT PROJECTS; PROVIDING FOR THE ISSUANCE OF
GENERAL OBLIGATION PROMISSORY NOTES THEREFOR;
AND LEVYING A TAX IN CONNECTION THEREWITH**

BE IT RESOLVED by the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") that there shall be issued, pursuant to Section 67.12 (12), Wisconsin Statutes, general obligation promissory notes (the "Notes") in an aggregate principal amount not to exceed \$34,910,000 for public purposes, including paying project costs included in the project plans for the City's tax incremental districts; paying the cost of projects included in the City's adopted Capital Improvement Plans, including street improvement projects, storm water improvements, flood control projects, building demolition and site preparation, IT projects, park projects, fire department projects, property acquisition, building repairs and maintenance and equipment acquisition; and there shall be levied on all the taxable property of the City a direct, annual, irrevocable tax sufficient to pay the interest on said Notes as it becomes due, and also to pay and discharge the principal thereof within ten years of the date of issuance of the Notes.

Adopted this 15th day of April, 2024.

Attest: _____, City Clerk

Approved: _____, Mayor

Dated: April 15, 2024

ANTICIPATED CIP PROJECTS TO BE		
FINANCED BY SPRING 2024 BORROWING	DRAFT	
PW Infrastructure		
Street, sidewalk,lighting improvements	2,500,000	
Administration		
Information Technology Improvements	1,200,000	
Redevelopment Authority		
Property Acquisition	330,000	
Neighborhood Development		
Misc. Acquisitions/demolition	465,000	
Fire and Rescue		
Equipment Purchases	624,000	
Fire Station	1,176,000	
Police		
Building improvements	170,000	
Needs assessment	62,000	
Library		
Bldg. Repair and maintenance	630,000	
Public Works-Other		
Bldg. Repair and maintenance	480,000	
Lighting, street improvements	4,420,000	
Parks		
Forestry	600,000	
Park Projects	2,000,000	
Storm Water		
Storm water projects	4,840,000	
TOTAL	19,497,000	
(SHARE.FIN/BONDING24/24. Spring FinancingNeeds.3.19.24)		

ANTICIPATED TIF PROJECTS TO BE FINANCED BY SPRING 2024 BORROWING	DRAFT	
TID #7-Brass Site		
Street Improvements	3,000,000	
TID #9 MacWhyte		
Street Improvements	3,715,000	
TID #10 Wilson Neighborhood		
Street Improvements	600,000	
TID#27 Downtown Vision		
Storm sewer improvements	4,050,000	
TID #31 Town & Country		
Razing building-flood control	56,000	
TID #32 Uptown		
Parking lot improvements	400,000	
TID #34 Tirabassi Pond		
Detention pond construction	3,625,000	
TOTAL	15,446,000	
(SHARE.FIN/BONDING24/TID.FinancingNeeds.2024.3.19.24)		

Resolution No. _____

By: the Mayor

INITIAL RESOLUTION AUTHORIZING THE BORROWING OF \$9,665,000 TO FINANCE PROJECTS IN TAX INCREMENTAL DISTRICTS; PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION PROMISSORY NOTES THEREFOR; AND LEVYING A TAX IN CONNECTION THEREWITH

BE IT RESOLVED by the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") that there shall be issued, pursuant to Section 67.12 (12), Wisconsin Statutes, taxable general obligation promissory notes (the "Notes") in an aggregate principal amount not to exceed \$9,665,000 for public purposes, including paying costs included in the project plans in the City's tax incremental districts, including demolition of blighted properties, site improvements and construction of the Innovation Center building; and there shall be levied on all the taxable property of the City a direct, annual, irrevocable tax sufficient to pay the interest on said Notes as it becomes due, and also to pay and discharge the principal thereof within ten years of the date of issuance of the Notes.

Adopted this 15th day of April, 2024.

Attest: _____, City Clerk

Approved: _____, Mayor

Dated: April 15, 2024

ANTICIPATED TIF TAXABLE PROJECTS TO BE		
FINANCED BY SPRING 2024 BORROWING	DRAFT	
TAXABLE:		
TID #9 MacWhyte-Razing Middle School	1,500,000	
TID #35 McKinley Project-razing schools	1,500,000	
TID #19 KEP		
Innovation Center Building	6,500,000	
TOTAL	9,500,000	
(SHARE.FIN/BONDING24/TID.TaxableFinancingNeeds.2024.3.19.24)		

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain
Parcels of Property for
Boarding and Securing**

BE IT RESOLVED, that special charges for boarding and securing during 2024, in the total amount of **\$1,573.27**, be levied against the respective parcels of property as shown by a report by the Department of City Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2024

Approved:

_____, Mayor
John M. Antaramian

Date signed _____

Attest:

_____, City Clerk-Treasurer
Michelle Nelson

Date signed _____

Drafted by:
Department of City Inspections

/LWC

Parcel #: 04-122-12-201-003	3021 75TH ST			
Owner of Record ANG-DEBARTOLO ENTERPRISES LLC 600 52ND ST STE 333 KENOSHA, WI 53140	Admin. Fee 100.00	Charge 550.02	Total 650.02	
Parcel #: 05-123-06-427-001	1021 67TH ST			
Owner of Record INDIGO PROPERTIES LLC 1447 30TH AVE KENOSHA, WI 53144	Admin. Fee 100.00	Charge 112.50	Total 212.50	
Parcel #: 11-223-30-482-007	4319 6TH AVE			
Owner of Record GEORGE P & GINA M GRZYWA 10804 RED HAWK LN SPRING GROVE, IL 60081	Admin. Fee 100.00	Charge 225.00	Total 325.00	
Parcel #: 12-223-31-336-032	5426 16TH AVE			
Owner of Record BB KENOSHA PROPERTIES LLC C/O RYAN GREEN 60 DANADA DR WHEATON, IL 60189-2011	Admin. Fee 100.00	Charge 285.75	Total 385.75	
RESOLUTION TOTAL			1,573.27	

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain
Parcels of Property for
Trash and Debris Removal**

BE IT RESOLVED, that special charges for trash and debris removal during 2024, in the total amount of **\$2,613.09**, be levied against the respective parcels of property as shown by a report by the Department of City Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2024

Approved:

_____, Mayor
John M. Antaramian

Date signed _____

Attest:

_____, City Clerk-Treasurer
Michelle Nelson

Date signed _____

Drafted by:
Department of City Inspections

/LWC

Parcel #: 06-123-07-101-019	7721 5TH AVE			
Owner of Record ALAN RUFFOLO 7721 5TH AVE KENOSHA, WI 53143	Admin. Fee 100.00	Charge 855.78	Total 955.78	
Parcel #: 12-223-31-258-014	5128 18TH AVE			
Owner of Record BB KENOSHA PROPERTIES LLC C/O RYAN GREEN 60 DANADA DR WHEATON, IL 60189-2011	Admin. Fee 100.00	Charge 586.35	Total 686.35	
Parcel #: 12-223-31-331-008	2012 54TH ST			
Owner of Record CFN PROPERTIES LLC 4151 COACHLIGHT DR RACINE, WI 53404	Admin. Fee 100.00	Charge 487.52	Total 587.52	
Parcel #: 12-223-31-332-005	1929 53RD ST			
Owner of Record LUIS MARTINEZ 1929 53RD ST KENOSHA, WI 53140-3562	Admin. Fee 100.00	Charge 283.44	Total 383.44	
RESOLUTION TOTAL			2,613.09	

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain
Parcels of Property for
Property Maintenance Reinspection Fees**

BE IT RESOLVED, that special charges for reinspection fees during 2024, in the total amount of **\$17,672.00**, be levied against the respective parcels of property as shown by a report of the Department of City Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2024

Approved:

_____, Mayor
John M. Antaramian

Date signed _____

Attest:

_____, City Clerk-Treasurer
Michelle Nelson

Date signed _____

Drafted by:
Department of City Inspections

/LWC

Parcel #:01-122-01-201-020**6020 30TH AVE****Owner of Record**
LAWRENCE L FUNK
6020 30TH AVE
KENOSHA, WI 53142Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:01-122-01-353-006**7023 37TH AVE****Owner of Record**
JEANNE D DIEDRICH
7023 37TH AVE
KENOSHA, WI 53142-7109Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:01-122-01-353-006**7023 37TH AVE****Owner of Record**
JEANNE D DIEDRICH
7023 37TH AVE
KENOSHA, WI 53142-7109Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:01-122-01-365-006**3522 75TH ST****Owner of Record**
GILBERT ANDERSON
3522 75TH ST
KENOSHA, WI 53142Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:01-122-01-365-006**3522 75TH ST****Owner of Record**
GILBERT ANDERSON
3522 75TH ST
KENOSHA, WI 53142Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:04-122-12-405-033**8128 22ND AVE****Owner of Record**
DENNIS A MAROTZ
8128 22ND AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:04-122-12-405-033**8128 22ND AVE****Owner of Record**
DENNIS A MAROTZ
8128 22ND AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:05-123-06-152-014**6405 11ST AVE****Owner of Record**
JUANA ESPINO CARRILLO
EVODIO ZAMORA PEREZ
6405 11TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
180.00Total
280.00

Parcel #:05-123-06-152-014**6405 11ST AVE****Owner of Record**
JUANA ESPINO CARRILLO
EVODIO ZAMORA PEREZ
6405 11TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
90.00Total
190.00

Parcel #:05-123-06-204-013**1706 61ST ST****Owner of Record**
JOSE LUIS LEON
CLAUDIA DE LA PENA
1706 61ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:05-123-06-204-013**1706 61ST ST****Owner of Record**
JOSE LUIS LEON
CLAUDIA DE LA PENA
1706 61ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:05-123-06-204-013**1706 61ST ST****Owner of Record**
JOSE LUIS LEON
CLAUDIA DE LA PENA
1706 61ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:05-123-06-207-005**1607 62ND ST****Owner of Record**
BRET W BOHLIN
1607 62ND ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:05-123-06-207-005**1607 62ND ST****Owner of Record**
BRET W BOHLIN
1607 62ND ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:05-123-06-207-005**1607 62ND ST****Owner of Record**
BRET W BOHLIN
1607 62ND ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:05-123-06-207-005**1607 62ND ST****Owner of Record**
BRET W BOHLIN
1607 62ND ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:05-123-06-227-007**6017 20TH AVE****Owner of Record**
CAROLINA R CORONADO
6017 20TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
90.00Total
190.00

Parcel #:05-123-06-228-012**6025 22ND AVE****Owner of Record**
JAY RZEPLINSKI LLC
27311 85TH PL
SALEM, WI 53168Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:05-123-06-279-013**6623 17TH AVE****Owner of Record**SCOTT BELHUMEUR
4422 W NORWICH AVE
GREENFIELD, WI 53220-2711Admin. Fee
100.00Charge
360.00Total
460.00**Parcel #:05-123-06-327-012****6821 22ND AVE****Owner of Record**VICTOR TAPIA
6821 22ND AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00**Parcel #:05-123-06-327-012****6821 22ND AVE****Owner of Record**VICTOR TAPIA
6821 22ND AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00**Parcel #:05-123-06-327-012****6821 22ND AVE****Owner of Record**VICTOR TAPIA
6821 22ND AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00**Parcel #:05-123-06-327-012****6821 22ND AVE****Owner of Record**VICTOR TAPIA
6821 22ND AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00**Parcel #:05-123-06-327-012****6821 22ND AVE****Owner of Record**VICTOR TAPIA
6821 22ND AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #	Address	Admin. Fee	Charge	Total
Parcel #:05-123-06-384-016	7310 16TH AVE			
Owner of Record JOSEPH L SALITURO 7310 16TH AVE KENOSHA, WI 53143		100.00	360.00	460.00

Parcel #	Address	Admin. Fee	Charge	Total
Parcel #:05-123-06-384-016	7310 16TH AVE			
Owner of Record JOSEPH L SALITURO 7310 16TH AVE KENOSHA, WI 53143		100.00	360.00	460.00

Parcel #	Address	Admin. Fee	Charge	Total
Parcel #:05-123-06-458-016	1014 72ND ST			
Owner of Record JON P & DEBORAH L STRECKER 1014 72ND ST KENOSHA, WI 53143-5420		100.00	360.00	460.00

Parcel #	Address	Admin. Fee	Charge	Total
Parcel #:05-123-06-458-016	1014 72ND ST			
Owner of Record JON P & DEBORAH L STRECKER 1014 72ND ST KENOSHA, WI 53143-5420		100.00	360.00	460.00

Parcel #	Address	Admin. Fee	Charge	Total
Parcel #:05-123-06-458-016	1014 72ND ST			
Owner of Record JON P & DEBORAH L STRECKER 1014 72ND ST KENOSHA, WI 53143-5420		100.00	360.00	460.00

Parcel #	Address	Admin. Fee	Charge	Total
Parcel #:06-123-07-101-019	7721 5TH AVE			
Owner of Record ALAN RUFFOLO 7721 5TH AVE KENOSHA, WI 53143		100.00	360.00	460.00

Parcel #:06-123-07-101-019**7721 5TH AVE****Owner of Record**
ALAN RUFFOLO
7721 5TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:06-123-07-101-019**7721 5TH AVE****Owner of Record**
ALAN RUFFOLO
7721 5TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:06-123-07-206-004**7605 17TH AVE****Owner of Record**
NATHAN D LACOCK
5034 HANSCH RD
MT PLEASANT, WI 53403-9421Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:06-123-07-206-004**7605 17TH AVE****Owner of Record**
NATHAN D LACOCK
5034 HANSCH RD
MT PLEASANT, WI 53403-9421Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:06-123-07-206-004**7605 17TH AVE****Owner of Record**
NATHAN D LACOCK
5034 HANSCH RD
MT PLEASANT, WI 53403-9421Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:06-123-07-206-004**7605 17TH AVE****Owner of Record**
NATHAN D LACOCK
5034 HANSCH RD
MT PLEASANT, WI 53403-9421Admin. Fee
100.00Charge
180.00Total
280.00

Parcel #:	Address	Admin. Fee	Charge	Total
11-223-30-152-029	914 38TH ST			
Owner of Record ALAN L RUFFOLO 7721 5TH AVE KENOSHA, WI 53140		100.00	360.00	460.00

Parcel #:	Address	Admin. Fee	Charge	Total
11-223-30-152-029	914 38TH ST			
Owner of Record ALAN L RUFFOLO 7721 5TH AVE KENOSHA, WI 53140		100.00	360.00	460.00

Parcel #:	Address	Admin. Fee	Charge	Total
11-223-30-357-013	4408 21ST AVE			
Owner of Record KENNETH SOKAL 4408 21ST AVE KENOSHA, WI 53140-2766		100.00	72.00	172.00

Parcel #:	Address	Admin. Fee	Charge	Total
12-223-31-232-020	4826 20TH AVE			
Owner of Record CWC PROPERTIES LLC 2706 CHICORY RD MT PLEASANT, WI 53403		100.00	360.00	460.00

Parcel #:	Address	Admin. Fee	Charge	Total
12-223-31-232-020	4826 20TH AVE			
Owner of Record CWC PROPERTIES LLC 2706 CHICORY RD MT PLEASANT, WI 53403		100.00	360.00	460.00

RESOLUTION TOTAL				17,672.00
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RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**TO LEVY SPECIAL ASSESSMENTS AGAINST
BENEFITED PROPERTY BASED UPON FINAL
CONSTRUCTION COSTS RESPECTING
IMPROVEMENTS IN STREET RIGHT-OF-WAY
(sidewalks and/or driveway approaches)**

BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that special assessments are levied against benefited property based upon final construction costs respecting improvements in street-of-way consisting of construction of sidewalks and/or driveway approaches for Project #23-1206 Sidewalk & Curb/Gutter Program West (Properties West of 30th Avenue) in the total amount of \$847.62, as shown by a report of the City Engineer filed in the office of the City Clerk of the City of Kenosha in accordance with the Final Resolution No. 28-23 authorizing such improvements in the street right-of-way.

Adopted this 8th day of April, 2024.

APPROVED:

DATE:

John M. Antaramian, Mayor

ATTEST:

Michelle L. Nelson, City Clerk/Treasurer

	ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT	102.000	\$847.62
08-222-35-403-008-0		
PROPERTY ADDRESS	4" CONC R-R 25.00SF @ \$8.31 = \$207.75	
DENNIS L & ROSEMARY E TAYLOR	6" DRV APP 77.00SF @ \$8.31 = \$639.87	
5226 041 AV	NUMBER OF SQUARES 1	
MAIL TO ADDRESS	LEGAL DESCRIPTION	
DENNIS L & ROSEMARY E TAYLOR	THE S 180 FT OF LOT 2 BLK B TIPPL	
5226 41ST AVE	TE SUB EXC THE N & S 60 FT OF THE	
KENOSHA, WI 53144	FT OF LOT 2 SE 1/4 SEC 35 T 2 R	
	1681 P 408 DOC#1086623 DOC#11458	

STREET TOTAL	102.00	\$847.62
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PAGE 1

GRAND TOTALS	PARCELS 1	FOOTAGE 102.000	TOTAL COST \$847.62
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PAGE 2

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**TO LEVY SPECIAL ASSESSMENTS AGAINST
BENEFITED PROPERTY BASED UPON FINAL
CONSTRUCTION COSTS RESPECTING
IMPROVEMENTS IN STREET RIGHT-OF-WAY
(sidewalks and/or driveway approaches)**

BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that special assessments are levied against benefited property based upon final construction costs respecting improvements in street-of-way consisting of construction of sidewalks and/or driveway approaches for Project #23-1208 Sidewalk & Curb/Gutter Program South (Properties South of 60th Street) in the total amount of \$831.00, as shown by a report of the City Engineer filed in the office of the City Clerk of the City of Kenosha in accordance with the Final Resolution No. 30-23 authorizing such improvements in the street right-of-way.

Adopted this 8th day of April, 2024.

APPROVED:

DATE:

John M. Antaramian, Mayor

ATTEST:

Michelle L. Nelson, City Clerk/Treasurer

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
06-123-07-205-010-0		100.000	\$831.00
PROPERTY ADDRESS		4" CONC R-R 100.00SF @ \$8.31 = \$831.00	
LOIS J & MARK W BRANDT		NUMBER OF SQUARES 4	
7545 018 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
LOIS J & MARK W BRANDT		PT LOT 10 IN SELMA SUB PT NW 1/4	
7545 18TH AVE		T 1 R 23 BEG 195.32 FT E OF SE C	
KENOSHA, WI 53143		6 CABLE SUB TH E 154.86 FT TH	
		FT TH W 44.86 FT TH S 5 FT TH W 3	
		H S 100 FT TH W 73 FT TH N 155 FT	
		B V 1629 P 785 (1994 06-123-07-20	
		& PT 046) DOC#1529691 DOC#1786383	
		920838	

STREET TOTAL	100.00	\$831.00
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PAGE 1

GRAND TOTALS	PARCELS	1	FOOTAGE	100.000	TOTAL COST	\$831.00
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PAGE 2

RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC WORKS

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS
FOR
SIDEWALKS AND/OR DRIVEWAY APPROACHES**

PROJECT #24-1040 61st STREET and 44th COURT RESURFACING

WHEREAS, it is expedient, necessary and in the best interest of the City of Kenosha, and for benefit of the property affected thereby that improvements in street right-of-ways: sidewalk, and/or driveway approaches.

(61st Street - 51st Avenue to 50th Avenue and 44th Court - 50th Street to Pershing Blvd)

NOW, THEREFORE, BE IT RESOLVED, By the Common Council of Kenosha, Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703, Wisconsin Statutes, to levy special assessments on all property fronting upon both sides of the street within the above limits for benefits conferred upon property by improvement of the streets enumerated above.

2. Said public improvement shall include the improvements in street right-of-ways: sidewalk, and/or driveway approaches.

3. The Common Council determines that the improvements constitute an exercise of the police power and the amount assessed against each parcel shall be based on a per front foot or per square foot rate.

4. The assessments against any parcel may be paid in a lump sum or in three (3) annual installments, at the election of the property owner.

5. The Board of Public Works is directed to prepare a report consisting of:

a. Preliminary plans and specifications for said improvements.

b. An estimate of entire cost of the proposed improvements and in street right-of-way.

c. Schedule of proposed assessments.

6. Upon receiving the report of the Board of Public Works (Public Works Committee), the Clerk is directed to give notice of public hearings on such report, as specified in Section 66.0703 of the Wisconsin Statutes. The hearings shall be held at the Municipal Office Building at a time set by the Clerk, in accordance with Section 66.0703, Wisconsin Statutes.

Adopted this 15th day of April, 2024.

APPROVED:

MAYOR
JOHN M. ANTARAMIAN

DATE: _____

ATTEST:

CITY CLERK/TREASURER
MICHELLE NELSON

RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC WORKS

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS
FOR
SIDEWALK AND/OR DRIVEWAY APPROACHES**

PROJECT #24-1042 55th STREET RESURFACING

WHEREAS, it is expedient, necessary and in the best interest of the City of Kenosha, and for benefit of the property affected thereby that improvements in street right-of-ways: sidewalk, and/or driveway approaches.

(55th Street - Green Bay Road (STH 31) to 58th Avenue)

NOW, THEREFORE, BE IT RESOLVED, By the Common Council of Kenosha, Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703, Wisconsin Statutes, to levy special assessments on all property fronting upon both sides of the street within the above limits for benefits conferred upon property by improvement of the streets enumerated above.

2. Said public improvement shall include the improvements in street right-of-ways: sidewalk, and/or driveway approaches.

3. The Common Council determines that the improvements constitute an exercise of the police power and the amount assessed against each parcel shall be based on a per front foot or per square foot rate.

4. The assessments against any parcel may be paid in a lump sum or in three (3) annual installments, at the election of the property owner.

5. The Board of Public Works is directed to prepare a report consisting of:

a. Preliminary plans and specifications for said improvements.

b. An estimate of entire cost of the proposed improvements and in street right-of-way.

c. Schedule of proposed assessments.

6. Upon receiving the report of the Board of Public Works (Public Works Committee), the Clerk is directed to give notice of public hearings on such report, as specified in Section 66.0703 of the Wisconsin Statutes. The hearings shall be held at the Municipal Office Building at a time set by the Clerk, in accordance with Section 66.0703, Wisconsin Statutes.

Adopted this 15th day of April, 2024.

APPROVED:

MAYOR
JOHN M. ANTARAMIAN

DATE: _____

ATTEST:

CITY CLERK/TREASURER
MICHELLE NELSON



CITY PLAN COMMISSION
Staff Report - Item #8

Thursday, March 7, 2024 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

Resolution by the Committee on Public Works - To Vacate An Alley East of 7th Avenue between 54th and 55th Street. (JV Enterprises, LLC/Siel) (District 2) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Siel, District 2, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council. The Vacation has been initiated by Petition. A Lis Pendens has been filed with the Register of Deeds. Abutting property owners have been notified via mail. A Class III Notice will be published for the Common Council public hearing

LOCATION AND ANALYSIS:

Site: Alley located east of 7th Avenue between 54th and 55th Street

1. A petition has been filed by the abutting property owner to vacate this alley. The City owns the balance of the abutting frontage. The existing alley right-of-way is paved.
2. The purpose of the vacation is to facilitate the development of the entire block as a part of the Kenosha Harbor District project.
3. The existing alley right-of-way is twenty (20') feet wide. The land would be deeded equally to abutting property owners, but the site will eventually be combined into one lot when the project develops on the block.
4. City Departments and utilities have reviewed the vacation. The proposed vacation is in compliance with City Ordinances.

RECOMMENDATION:

A recommendation is made to approve the vacation, subject to the recording of all required Easements.

Brian R Wilke, AICP Development Coordinator

Rich Schroeder, Deputy Director

RESOLUTION TO VACATE AN ALLEY
EAST OF 7TH AVENUE BETWEEN
54TH AND 55TH STREET
DISTRICT 2
[JV ENTERPRISE, LLC / SIEL]

Document Number

Document Title

Please see attached:

This space is reserved for recording data

Return to

Department of City Development
625 52nd Street, Room 308
Kenosha, WI 53140

Parcel Identification No.(s)

CITY OF KENOSHA	12-223-31-404-001
JV ENTERPRISE, LLC	12-223-31-404-003
CITY OF KENOSHA	12-223-31-404-004
CITY OF KENOSHA	12-223-31-404-005
CITY OF KENOSHA	12-223-31-404-006

RESOLUTION _____

BY: COMMITTEE ON PUBLIC WORKS

**RESOLUTION TO VACATE AN ALLEY EAST OF
7TH AVENUE BETWEEN 54TH AND 55TH STREET
DISTRICT 2 [JV ENTERPRISE, LLC / SIEL]**

WHEREAS, the public interest requires the vacation of an alley located east of 7th avenue between 54th street and 55th street.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Section 66.1003(4), Wisconsin Statutes, and by direct action of said Council, an alley located east of 7th avenue between 54th street and 55th street, legally described on attached Exhibit A and shown on attached Exhibit B ("Area"), be and hereby is, vacated, subject to the following easements which are herein and hereby granted, or created by a reservation of rights.

Any and all provider of utilities, including the City (hereinafter collectively referred to as "Utilities"), furnishing gas, sewer, water, electric, telephone, cable television and any related services shall have reserved to them or are hereby and herein given and granted the right, permission, and authority to inspect, repair and maintain their respective existing installation in, above and under the above described parcel of property for as long as said installations and facilities are being operated and utilized by them.

IT IS FURTHER RESOLVED that the Area is vacated subject to any municipal and zoning ordinances.

IT IS FURTHER RESOLVED that the Area vacated will belong to the abutting property owners according to law.

BE IT FURTHER RESOLVED that the City Clerk shall record a certified copy of this Resolution in the Office of the Kenosha County Register of Deeds and forward a copy of same to all listed Utilities and the City Assessor's Office.

BE IT FURTHER RESOLVED that upon recordation of this Resolution, the City of Kenosha Official Map, as initially established by Resolution No. 122-06, adopted on November 6, 2006, and as subsequently amended to the time of recordation of this Resolution, will hereby be amended to include the closing of existing streets, highways, and right-of-ways, which changes are established in this Resolution.

Adopted this _____ day of _____, 2024.

ATTEST: _____ Date: _____
MICHELLE L. NELSON, City Clerk/Treasurer

APPROVED: _____ Date: _____
JOHN M. ANTARAMIAN, Mayor

STATE OF WISCONSIN)
 :SS
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2024,
John M. Antaramian, Mayor, and Michelle L. Nelson, City Clerk/Treasurer, of the City of
Kenosha, Wisconsin, a 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 instruments as officers as the agreement of said City, by its authority.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

Drafted By:
MATTHEW A. KNIGHT
City Attorney

EXHIBIT A

LEGAL DESCRIPTION

A 20-foot Public Alley running 187' more or less, Easterly from 7th Avenue through Block 14

Part of Block 14 in the ORIGINAL TOWN OF SOUTHPORT, a plat of record and on file at the Kenosha County Register of Deeds Office, on March 5, 1889, per Document Number SP3 and per Plat Number 5276; ALSO being part of the Southeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows:

Commencing at the northeast corner of 55th Street and 7th Avenue; thence N10°29'35"W along and upon the east line of 7th Avenue, 100.00 feet and to the south line of a 20 foot public alley and the point of beginning; thence continue N10°29'35"W along and upon the east line of said 7th Avenue, 20.00 and to the north line of said 20 foot public alley; thence N79°22'57"E along and upon said north line, 187.22 feet; thence S10°29'35"E parallel to the west line of 6th Avenue, 26.00 feet; thence N55°33'21"W 8.48 feet and to the south line aforesaid 20 foot public alley; thence S79°22'57"W along and upon said south line, 181.22 feet and to the point of beginning. Containing 3,762 square feet, more or less. Subject to easements or restrictions of record.

EXHIBIT B

City of Kenosha

District Map Vacation

Supplement No. _____
Resolution No. _____

JV Enterprises Inc / Siel petition



Property will accrue to the adjacent owners according to law:

- 12-223-31-404-001 City of Kenosha
- 12-223-31-404-003 JV Enterprises Inc
- 12-223-31-404-004 City of Kenosha
- 12-223-31-404-005 City of Kenosha
- 12-223-31-404-006 City of Kenosha

 Alley petitioned to be vacated



0 100

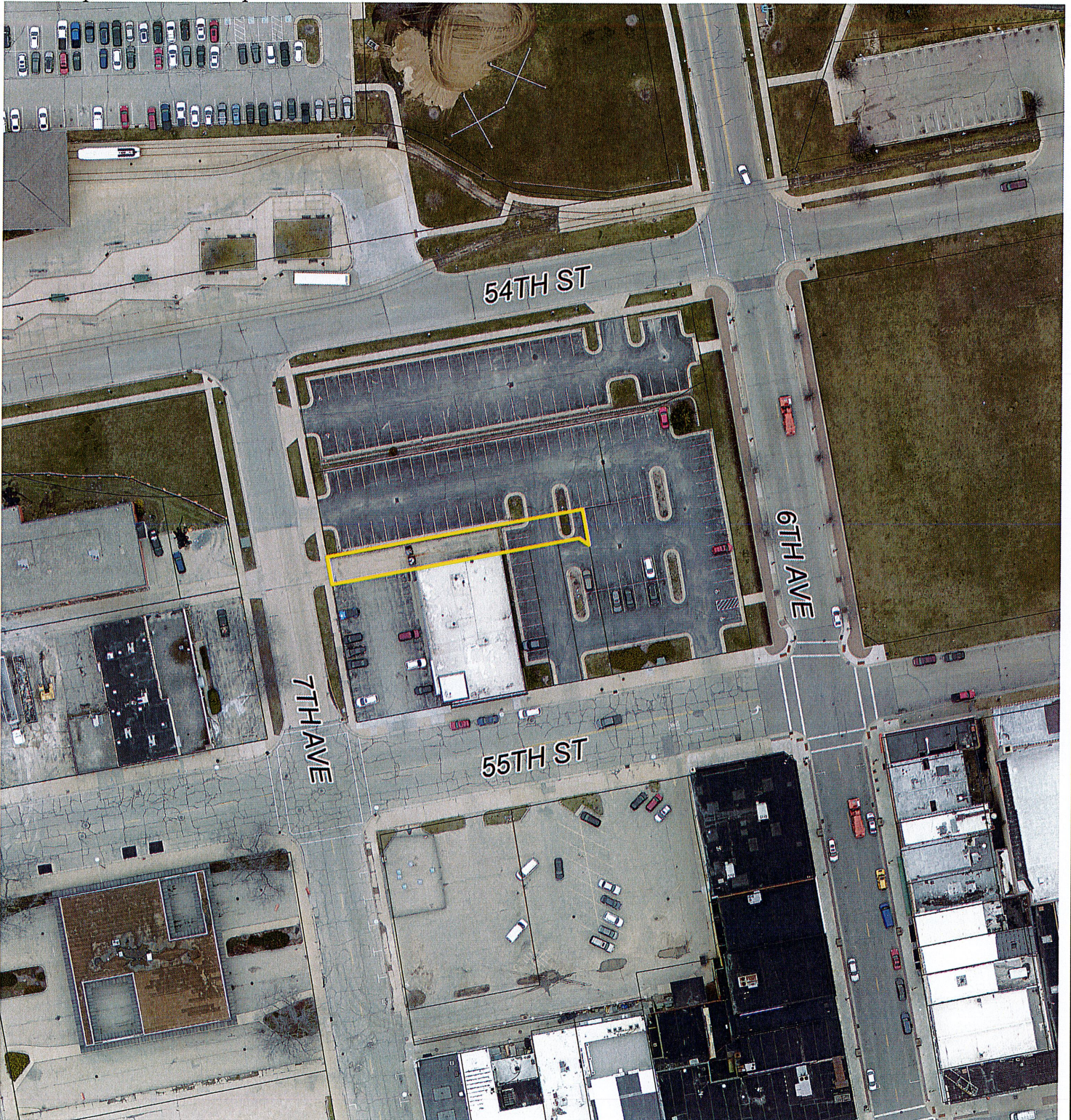
Feet

City of Kenosha

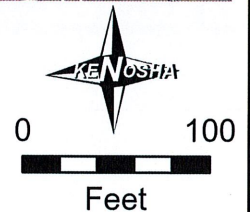
District Map
Vacation

Supplement No. V1-24
Resolution No. _____

JV Enterprises, LLC / Siel petition



 Alley petitioned to be vacated



Document #: **1959804**

Date: **2024-02-23** Time: **9:08 AM** Pages: **1**

Fee: **\$30.00** County: **KENOSHA** State: **WI**

REGISTER OF DEEDS: **JOELLYN M. STORZ**

**LIS PENDENS
STATE OF WISCONSIN**

Document Number

PLEASE TAKE NOTICE that an application is now pending before the Common Council of the City of Kenosha, Wisconsin, the object of which is discontinued interest of the City of Kenosha, a Municipal Corporation, in the alley located East of 7th Avenue Between 54th and 55th Streets more particularly described as:

A 20-foot Public Alley running 187' more or less, Easterly from 7th Avenue through Block 14

Part of Block 14 in the ORIGINAL TOWN OF SOUTHPORT, a plat of record and on file at the Kenosha County Register of Deeds Office, on March 5, 1889, per Document Number SP3 and per Plat Number 5276; ALSO being part of the Southeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows:

Commencing at the northeast corner of 55th Street and 7th Avenue; thence N10°29'35"W along and upon the east line of 7th Avenue, 100.00 feet and to the south line of a 20 foot public alley and the point of beginning; thence continue N10°29'35"W along and upon the east line of said 7th Avenue, 20.00 and to the north line of said 20 foot public alley; thence N79°22'57"E along and upon said north line, 187.22 feet; thence S10°29'35"E parallel to the west line of 6th Avenue, 26.00 feet; thence N55°33'21"W 8.48 feet and to the south line aforesaid 20 foot public alley; thence S79°22'57"W along and upon said south line, 181.22 feet and to the point of beginning. Containing 3,762 square feet, more or less. Subject to easements or restrictions of record.

Recording Area

Name and Return Address:

Brian Wilke
City Development
625 52nd Street - Room 308
Kenosha, WI 53140

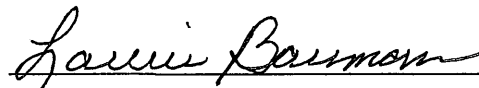
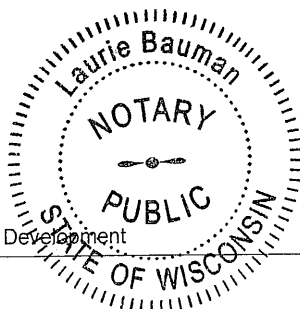
Parcel Identification Number (PIN)
12-223-31-404-001, 12-223-31-404-003,
12-223-31-404-004, 12-223-31-404-005,
12-223-31-404-006

Dated at Kenosha this 21st day of February, 2024



Rich Schroeder, Deputy Director, City Development

Personally came before me this 21st day of February, 2024, Rich Schroeder, Deputy Director of City Development and acknowledged to me that he executed the foregoing instrument as such Deputy Director of City Development of the City of Kenosha by its authority.



Laurie Bauman
Notary Public, Kenosha County, Wisconsin

My commission expires: Aug. 23, 2026

Drafted By: Brian Wilke, Department of City Development

RESOLUTION NO. _____

PRINCIPAL SPONSOR: ALDERPERSON DAVID MAU
CO-SPONSOR: ALDERPERSON ANTHONY KENNEDY

**AMENDMENT TO CITY OF KENOSHA BOND SCHEDULE FOR
CITY OF KENOSHA MUNICIPAL COURT APPROVED BY
COMMON COUNCIL RESOLUTION NO. 6-14 DATED JANUARY
8, 2014**

WHEREAS, the City of Kenosha, Wisconsin, has established a Bond Schedule for the City's Ordinances, entitled the "City of Kenosha, Wisconsin, Bond Schedule for Municipal Court" (herein "Bond Schedule"); and,

WHEREAS, pursuant to the City of Kenosha Code of General Ordinances Paragraph 1.055 7.b. and Wisconsin Statute § 800.037, City of Kenosha Municipal Court, with the approval of the Common Council for the City of Kenosha, shall set the deposit schedule for all cases other than traffic cases and boating cases; and

WHEREAS, pursuant to the City of Kenosha Code of General Ordinances Paragraph 1.055 7.b. and Wisconsin Statute § 800.037, the City Attorney's Office drafted an amendment to its Bond Schedule (herein "Amendment"), which is attached to this Resolution; and,

WHEREAS, pursuant to the City of Kenosha Code of General Ordinances Paragraph 1.055 7.b. and Wisconsin Statute § 800.037, prior to coming before the Common Council and its Committees, this Amendment was submitted to the City of Kenosha Municipal Court.

WHEREAS, if the Common Council chooses to amend Section 11.145 of the Code of General Ordinances, the Municipal Court has agreed to sign this Amendment to the Bond Schedule to reflect those changes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the Bond Schedule is hereby amended as reflected in the attached Amendment.

**AMENDMENT TO CITY OF KENOSHA BOND SCHEDULE
FOR CITY OF KENOSHA MUNICIPAL COURT
APPROVED BY COMMON COUNCIL
RESOLUTION NO. 6-14 DATED JANUARY 8, 2014**

The bond amount for the following violation of City of Kenosha Code of General Ordinances is amended as follows:

CHAPTER XI – OFFENSES AGAINST GOOD ORDER AND CONDUCT

Former

11.145 [10-750] \$313.00

Amendment

11.145.E.1. [10-750] \$313.00

11.146.E.2. \$62.26

The Bond Schedule’s section entitled “All Non-Traffic Juvenile Offenses [16 Years and Under]” will not be applicable to forfeitures determined by Section 11.145.E.2.

Unless specifically amended as above, all other bonds approved by Common Council Resolution No. 6-14 dated January 8, 2014, and any other subsequent amendments that have taken place, remain unchanged and in effect as previously approved.

Amendment Approved By:

The Honorable Michael M. Easton
Municipal Court,
City of Kenosha, Wisconsin
Dated: _____, 2024

Amendment Approved By
Common Council Resolution No. ____ - ____,
Dated: _____, 2024

RESOLUTION

PRINCIPAL SPONSOR: ALDERPERSON BRANDI FERREE

TO RECOGNIZE APRIL 22, 2024 AS EARTH DAY

WHEREAS, the first Earth Day was celebrated in 1970 when Senator Gaylord Nelson from Wisconsin organized a national demonstration consisting of approximately 20 million people to raise awareness about issues impacting the environment; and

WHEREAS, beginning in 1990, Earth Day has been recognized globally and is now observed by more than a billion people each year in over 140 nations; and

WHEREAS, the goal of Earth Day is a call to action to change human behavior and promote positive policy changes; and

WHEREAS, Earth Day has had a significant legislative impact helping to establish the Environmental Protection Agency, the Clean Air Act, the Clean Water Act, the Endangered Species Act, the Resource Conservation and Recovery Act, and the Federal Environmental Pesticide Control Act; and

WHEREAS, in 2023, approximately 8,187 volunteer planted 44,247 trees worldwide; and

WHEREAS, Earth Day's 2024 theme is "Planet v. Plastics" which calls to advocate for the widespread awareness on the health risk of plastics with the goal to rapidly phase out the use of all single use plastics and urgently push for a strong United Nations treaty on Plastic Pollution; and

WHEREAS, global plastics have reached an estimated high of 460 million metric tons of which approximately 75 to 199 million tons of plastics are currently in the world's oceans and waterways; and

WHEREAS, on Earth Day 2023, the Environmental Protection Agency proposed a National Strategy to Prevent Plastic Pollution, addressing microplastic interventions to proactively prevent plastics and fibers from entering drinking water sources; and

WHEREAS, Earth Day.org has set the goal of reducing 60% of all plastic production by 2024 through education, innovative solutions, and volunteer clean-up events; and

WHEREAS, all individuals can do their part on Earth Day and everyday to promote a clean and sustainable planet.

NOW, THEREFORE, BE IT RESOLVED by the Common Council for the City of Kenosha that April 22, 2024 be recognized to be Earth Day in the City of Kenosha.

Adopted this _____ day of _____, 2024.

ATTEST: _____
Michelle L. Nelson, City Clerk/Treasurer

APPROVED: _____
John M. Antaramian, Mayor

Drafted by:
MATTHEW J. RICHER
Assistant City Attorney

RESOLUTION _____

PRINCIPAL SPONSOR: ALDERPERSON JACK ROSE

**TO DECLARE THE MONTH OF MAY 2024,
“KENOSHA MENTAL HEALTH AWARENESS MONTH”**

WHEREAS, according to the National Institute of Mental Health (NIMH), mental health includes emotional, psychological, and social well-being; mental health affects how we think, feel, act, make choices, and relate to others; mental health is more than the absence of a mental illness—it’s essential to overall health and quality of life; and

WHEREAS, according to the Centers for Disease Control and Prevention, more than 1 in 5 U.S. adults live with a mental illness; and

WHEREAS, more than 1 in 5 people between the between the ages of 13 and 18 either currently have, or at some point in their life will have, a seriously debilitating mental illness; and

WHEREAS, Mental Health Awareness Month has been an annual observance, recognized nationwide in month of May in the United States since 1949; and

WHEREAS, the purpose of Mental Health Awareness Month is to raise awareness and educate the public about: mental illnesses; the realities of living with mental illnesses; and strategies for attaining mental health and wellness; and

WHEREAS, additionally, Mental Health Awareness Month strives to reduce the stigma that surrounds mental illnesses.; and

WHEREAS, “Where to Start: Mental Health in a Changing World” is the theme chosen for the national Mental Health Awareness Month in 2024, by Mental Health America, which is a national community-based nonprofit organization dedicated to addressing the needs of those living with mental illness and promoting overall mental health.

NOW THEREFORE BE IT RESOLVED, by the Common Council that May 2024, is declared to be “Kenosha Mental Health Awareness Month” in the City of Kenosha.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this Resolution in the Kenosha News.

Adopted this ___ day of April, 2024.

ATTEST: _____ Date: _____
MICHELLE L. NELSON City Clerk/Treasurer

APPROVED: _____ Date: _____
JOHN M. ANTARAMIAN, Mayor

Drafted By:

BRYAN CHARBOGIAN
Deputy City Attorney

RESOLUTION _____

PRINCIPAL SPONSORS: ALDERPERSON HOLLY KANGAS
ALDERPERSON ANTHONY KENNEDY
CO-SPONSORS: ALDERPERSON BILL SIEL
ALDERPERSON JACK ROSE
ALDERPERSON ERIC HAUGAARD

**TO EXPRESS APPRECIATION TO MAYOR JOHN MARTIN ANTARAMIAN
FOR HIS YEARS OF SERVICE TO THE CITY OF KENOSHA**

WHEREAS, at the end of his current term on April 16, 2024, John Martin Antaramian will have served the City of Kenosha as Mayor for 24 years covering six terms, from 1992 through 2008 and then again from 2016 through 2024, taking an intentional hiatus between the two sequences; and

WHEREAS, John Martin Antaramian was born and raised in the City of Kenosha, attending and graduating from the Kenosha public school system, and then graduating from the University of Wisconsin-Parkside with a double major in business management and economics; and

WHEREAS, John Antaramian began his political career in 1980 as an unsuccessful candidate for state representative for the 65th District; then being elected as state representative in 1982 and serving ten years in the Wisconsin Assembly through December 31, 1992, during which times John Antaramian served on various committees including co-chair of the Joint Committee on Administrative Rules, Commerce and Consumer Affairs, and finally on the Joint Finance Committee; and

WHEREAS, on April 17, 1992, by taking 67.2 percent of the vote, which was the largest vote margin of victory since the reinstatement of the mayor position in 1958, John Antaramian was elected to the first of six terms as Mayor for the City of Kenosha; and

WHEREAS, John Antaramian dedicated his office to making City government more accessible, including creating a budget process with community hearings; and

WHEREAS, during his terms as Mayor for the City of Kenosha, Mayor Antaramian addressed the needs of the office, from overseeing efficient operations of a city, facing catastrophic emergencies, and addressing visionary needs of the future; and

WHEREAS, Mayor Antaramian developed an expertise in brownfields redevelopment, including reclaiming the 42-acre former lakefront Chrysler paint plant/Simmons property, MacWhyte Company, the former Outokumpu/American Brass, and former 107-acre Chrysler Engine Plant; and

WHEREAS, he directed the creation of two industrial parks to attract clean industry with good-paying jobs, and provided development incentive for construction of major new construction such as U-Line buildings and Amazon expansion; and

WHEREAS, he spearheaded redevelopment through the buying of vacant, nuisance, and drug-house properties, and taking tax-delinquent properties, and then providing them for private development to return residential properties to affordable, owner-occupied homes and to place commercial buildings with vibrant uses back to the tax rolls; and

WHEREAS, he leveraged federal funds to re-establish the first operational street car track, becoming a model for the rest of the country and a source for railfan tourism to Kenosha; and

WHEREAS, through his vision and funding acumen, Kenosha Public Museum opened in 2001 and the Civil War Museum opened in 2008, which along with the Dinosaur Discovery Museum see over 250,000 visitors per year; and

WHEREAS, each year, he created and presented a fiscally sound budget for consideration by the Common Council, complying with state-imposed levy limits and expenditure restraint provisions to nonetheless ensure that the City residents were protected, streets and infrastructure were maintained, capital improvements were anticipated, and community-based projects proceeded, and still retaining high-quality bond ratings; and

WHEREAS, Mayor Antaramian was in part able to accomplish responsible borrowing in the use of Tax Incremental Financing Districts law, which has led to the City of Kenosha being a leader in the Country in using that financing option to finance needed development and infrastructure; and

WHEREAS, unlike other municipalities, Mayor Antaramian made possible the use of federal block grant money for community betterment through funding projects of community organizations; and

WHEREAS, during the period of voluntary hiatus, as an unpaid consultant working for the benefit of the community, he coordinated with others to fight in the federal courts for ownership of the 107-acre Chrysler Engine Plant and for money from the bankruptcy estate for the remediation, with his vision to have the site remediated and redeveloped rather than become a blighting influence on the community; and

WHEREAS, he worked with other communities in the County to broker a boundary agreement with the Town of Paris, resulting in future expansion of the City through ordered annexations; and

WHEREAS, Foxconn enticed most of the world with its promise of a huge manufacturing facility, but Mayor Antaramian determined that without proper safeguards, he would reject the suggestion that it be placed in Kenosha -- decision which in hindsight was prophetic; and

WHEREAS, his administration did not shrink from civil defense of lawsuits deemed meritless; and

WHEREAS, his administration provided oversight to the City of Kenosha's Regional Airport runway expansion and customs office establishment; and

WHEREAS, John Martin Antaramian is married to his wife, Linda, and has two children, Melinda and Martin; and

WHEREAS, John Martin Antaramian, Mayor for the City of Kenosha for 24 years, will retire after his term ends in April of 2024.

NOW, THEREFORE, BE IT RESOLVED that the Common Council for the City of Kenosha expresses its appreciation for the extraordinary leadership and civic service provided by John Martin Antaramian to the City and citizens of the City of Kenosha and wishes him the best of everything in his retirement.

ATTEST: _____
MICHELLE L. NELSON, City Clerk/Treasurer

Date: _____

APPROVED: _____
DAVID F. BOGDALA, Mayor

Date: _____

Drafted By:

MATTHEW A. KNIGHT
City Attorney



Resolution by the City Plan Commission – Resolution Approving Amendment to the Project Plan for Tax Incremental District #27, City of Kenosha, Wisconsin, and submitting the Amendment to the Common Council for approval . (Downtown Vision) (District 2) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderperson Siel District 2, has been notified. A Class I Notice, as required by Wisconsin Statute 66.1105, announcing a public hearing was published in the Kenosha News on March 22, 2024. Notice of this hearing was also sent to the other local government taxing entities. The TID Project Plan Amendment will also be considered for approval by the Finance Committee and Common Council on April 15, 2024. The Joint Review Board will be reviewing the plan prior to the City Plan Commission meeting.

LOCATION AND ANALYSIS:

Site: Area generally bounded by 51st Place on the north, 5th Avenue on the east, 56th Street on the south and Sheridan Road on the west.

1. The Project Plan Amendment for Tax Incremental District #27 is to modify the boundaries of the District to add a one block area (known as Block I) to the TID. This will promote and attract further development and will increase the City's tax base.

RECOMMENDATION:

A recommendation is made to approve the Resolution by the City Plan Commission to Adopt a Project Plan Amendment for Tax Incremental District #27, City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes.

Rich Schroeder, Deputy Director

COMMON COUNCIL RESOLUTION # _____

BY: THE MAYOR

**A RESOLUTION APPROVING PROJECT PLAN AMENDMENT FOR
TAX INCREMENTAL DISTRICT NO. 27 OF THE
CITY OF KENOSHA, WISCONSIN AND
MAKING CERTAIN FINDINGS WITH RESPECT THERETO**

WHEREAS, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") created Tax Incremental District No. 27 (the "District") in order to provide for blight elimination in the City;

WHEREAS, under the provisions of Section 66.1105(4)(h) of the Wisconsin Statutes, a plan commission may, by resolution, adopt an amendment to a project plan, subject to the approval of the local legislative body and the joint review board;

WHEREAS, pursuant to Section 66.1105(4)(h)1. of the Wisconsin Statutes, the City Plan Commission (the "Plan Commission") prepared a proposed Amendment to the project plan for the District (the "Project Plan Amendment") to modify the boundaries of the District to add territory to the District which will promote and attract further development and will increase the City's tax base;

WHEREAS, on April 4, 2024, the Plan Commission held a public hearing at which all interested parties were afforded a reasonable opportunity to express their views on the District and the proposed Project Plan Amendment;

WHEREAS, on April 4, 2024, the Plan Commission also duly adopted a resolution (the "Adopting Resolution") which adopted the Project Plan Amendment and recommended and submitted it to this Common Council for approval; and

WHEREAS, the Project Plan Amendment, the original project plan as previously amended for the District (the "Project Plan") and certified copies of the Adopting Resolution have been presented to this Common Council and reviewed by City staff and counsel to the City.

NOW, THEREFORE, be it resolved by the Common Council of the City of Kenosha, Wisconsin, that:

Section 1. Amendment of the District; Approval of Project Plan Amendment. The Project Plan is hereby amended pursuant to and as set forth in Project Plan Amendment with respect thereto, attached as Exhibit A hereto and incorporated herein by reference. The Project Plan Amendment is hereby approved pursuant to Section 66.1105(4)(h)1. of the Wisconsin Statutes.

Section 2. Approval of Boundaries. The boundaries of the District, which are described on the Map and the Legal Description attached to this Resolution as Exhibits B and C, respectively, are hereby approved pursuant to Section 66.1105(4)(gm)1. of the Wisconsin

Statutes.

Section 3. Feasibility of Project Plan. Based on the information set forth in the Project Plan Amendment, this Common Council finds and determines that the Project Plan Amendment is feasible.

Section 4. Findings with Respect to the District. The Common Council makes the following findings with respect to the Project Plan Amendment and Tax Incremental District No. 27, as amended:

(a) Not less than 50 percent, by area, of the real property within the District is blighted within the meaning of Section 66.1105(2)(ae)1. of the Wisconsin Statutes;

(b) Improvement of the area in the District is likely to enhance significantly the value of substantially all of the other real property in the District;

(c) The project costs described in the Project Plan and the Project Plan Amendment of the District directly serve to eliminate blight which is the purpose for which the District was created;

(d) That, but for the creation of the District and the amendment of the Project Plan, development of the property in the District would not occur as described in the Project Plan and the Project Plan Amendment for the District;

(e) The sum of the following amounts does not exceed 12 percent of the total equalized value of taxable property within the City: (i) the equalized value of the taxable property to be added to the District and (ii) the value increment of all existing tax incremental districts in the City; and

(f) The percent of territory within the District which will be devoted to retail business at the end of the expenditure period is under 35%.

Section 5. Conformity with Master Plan. Based on the information set forth in the Project Plan Amendment, this Common Council hereby finds and determines that the Project Plan Amendment is in conformity with the master plan of the City.

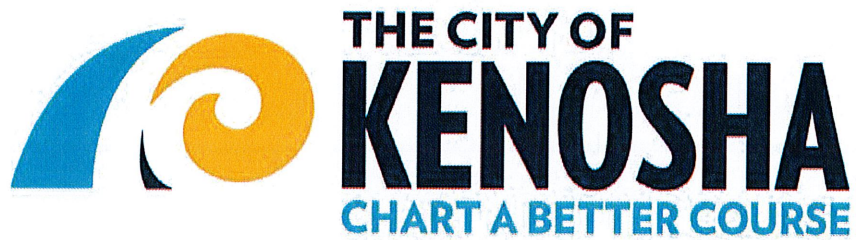
Section 6. Amendment Date. The City of Kenosha hereby amends the District effective January 1, 2024.

Adopted this 15th day of April, 2024

ATTEST: _____
Michelle Nelson, City Clerk/Treasurer

APPROVE: _____
John M. Antaramian, Mayor

Drafted by: Quarles & Brady LLP



DRAFT

Project Plan Amendment for
Tax Incremental District #27

For Consideration by the Common Council
on April 15, 2024

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Document reviewed and approved by Department of City Development

GOALS OF THE KENOSHA TID PROGRAM

The City of Kenosha Tax Incremental District Program has been undertaken because of concern over the community's economic stability. As a result of numerous community meetings, the following goals have been identified:

- Encourage development in the City that will increase its tax base and reduce individual tax burdens
- Encourage development in the City that will increase the number and the variety of employment opportunities
- Encourage development in the City that will diversify the economic mix of businesses
- Encourage the efficient and economical use of land, buildings, and community facilities
- Encourage private investment through an expanded community facilities program
- Encourage reduction and/or elimination of economic and physical blight in the area

CITY PLAN COMMISSION RESOLUTION #02-24

BY: CITY PLAN COMMISSION

RESOLUTION APPROVING AMENDMENT TO THE PROJECT PLAN
FOR TAX INCREMENTAL DISTRICT NO. 27 OF THE
CITY OF KENOSHA, WISCONSIN AND SUBMITTING THE
AMENDMENT TO THE COMMON COUNCIL FOR APPROVAL

WHEREAS, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") created Tax Incremental District No. 27 ("TID 27") in order to provide for blight elimination;

WHEREAS, under the provisions of Section 66.1105(4)(h) of the Wisconsin Statutes, a plan commission may, by resolution, adopt an amendment to a project plan, subject to the approval of the local legislative body and the joint review board;

WHEREAS, it has been determined that in order to further promote development in the City and obtain continued benefits for the City and its residents it is necessary and desirable to amend the Project Plan for TID 27 to modify the boundaries of TID 27 to add territory to TID 27;

WHEREAS, the total project costs of TID 27 will not increase as a result of the proposed amendment to TID 27;

WHEREAS, pursuant to Section 66.1105 of the Wisconsin Statutes, this Plan Commission has prepared an amended project plan for TID 27 (the "Amended Project Plan");

WHEREAS, on the date hereof, this Plan Commission held a public hearing at which all interested parties were afforded a reasonable opportunity to express their views on the Amended Project Plan; and

WHEREAS, pursuant to Section 66.1105(4)(h)1. of the Wisconsin Statutes, before the Common Council may amend any tax increment district, the Plan Commission must submit its recommendation concerning such amendment to the Common Council.

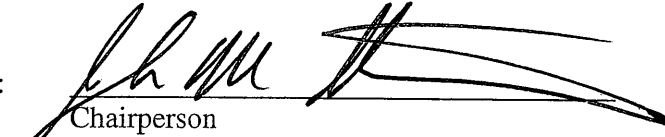
NOW, THEREFORE, be it resolved by the City Plan Commission, as follows:

Section 1. Boundaries of the District. The amended boundaries of TID 27 shall be as described on the Map and the Legal Description, which are attached to this Resolution as Exhibits A and B, respectively.

Section 2. Adoption of the Amended Project Plan. The City Plan Commission hereby adopts and approves the Amended Project Plan, attached to this resolution as Exhibit C and incorporated herein by reference, and recommends approval of the Amended Project Plan to the Common Council.

Section 3. Submission to the Common Council for Approval. The City Plan Commission hereby submits the Amended Project Plan to the Common Council for approval.

Adopted this 4th day of April, 2024

ATTEST: 
Chairperson

APPROVE:  4-5-24
Secretary

Drafted by: Quarles & Brady LLP

EXHIBIT A

MAP

(See Attached)

EXHIBIT B

LEGAL DESCRIPTION

(See Attached)

EXHIBIT C

AMENDED PROJECT PLAN

(See Attached)

COMMON COUNCIL RESOLUTION # _____

BY: THE MAYOR

**A RESOLUTION APPROVING PROJECT PLAN AMENDMENT FOR
TAX INCREMENTAL DISTRICT NO. 27 OF THE
CITY OF KENOSHA, WISCONSIN AND
MAKING CERTAIN FINDINGS WITH RESPECT THERETO**

WHEREAS, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") created Tax Incremental District No. 27 (the "District") in order to provide for blight elimination in the City;

WHEREAS, under the provisions of Section 66.1105(4)(h) of the Wisconsin Statutes, a plan commission may, by resolution, adopt an amendment to a project plan, subject to the approval of the local legislative body and the joint review board;

WHEREAS, pursuant to Section 66.1105(4)(h)1. of the Wisconsin Statutes, the City Plan Commission (the "Plan Commission") prepared a proposed Amendment to the project plan for the District (the "Project Plan Amendment") to modify the boundaries of the District to add territory to the District which will promote and attract further development and will increase the City's tax base;

WHEREAS, on April 4, 2024, the Plan Commission held a public hearing at which all interested parties were afforded a reasonable opportunity to express their views on the District and the proposed Project Plan Amendment;

WHEREAS, on April 4, 2024, the Plan Commission also duly adopted a resolution (the "Adopting Resolution") which adopted the Project Plan Amendment and recommended and submitted it to this Common Council for approval; and

WHEREAS, the Project Plan Amendment, the original project plan as previously amended for the District (the "Project Plan") and certified copies of the Adopting Resolution have been presented to this Common Council and reviewed by City staff and counsel to the City.

NOW, THEREFORE, be it resolved by the Common Council of the City of Kenosha, Wisconsin, that:

Section 1. Amendment of the District; Approval of Project Plan Amendment. The Project Plan is hereby amended pursuant to and as set forth in Project Plan Amendment with respect thereto, attached as Exhibit A hereto and incorporated herein by reference. The Project Plan Amendment is hereby approved pursuant to Section 66.1105(4)(h)1. of the Wisconsin Statutes.

Section 2. Approval of Boundaries. The boundaries of the District, which are described on the Map and the Legal Description attached to this Resolution as Exhibits B and C, respectively, are hereby approved pursuant to Section 66.1105(4)(gm)1. of the Wisconsin

Statutes.

Section 3. Feasibility of Project Plan. Based on the information set forth in the Project Plan Amendment, this Common Council finds and determines that the Project Plan Amendment is feasible.

Section 4. Findings with Respect to the District. The Common Council makes the following findings with respect to the Project Plan Amendment and Tax Incremental District No. 27, as amended:

(a) Not less than 50 percent, by area, of the real property within the District is blighted within the meaning of Section 66.1105(2)(ae)1. of the Wisconsin Statutes;

(b) Improvement of the area in the District is likely to enhance significantly the value of substantially all of the other real property in the District;

(c) The project costs described in the Project Plan and the Project Plan Amendment of the District directly serve to eliminate blight which is the purpose for which the District was created;

(d) That, but for the creation of the District and the amendment of the Project Plan, development of the property in the District would not occur as described in the Project Plan and the Project Plan Amendment for the District;

(e) The sum of the following amounts does not exceed 12 percent of the total equalized value of taxable property within the City: (i) the equalized value of the taxable property to be added to the District and (ii) the value increment of all existing tax incremental districts in the City; and

(f) The percent of territory within the District which will be devoted to retail business at the end of the expenditure period is under 35%.

Section 5. Conformity with Master Plan. Based on the information set forth in the Project Plan Amendment, this Common Council hereby finds and determines that the Project Plan Amendment is in conformity with the master plan of the City.

Section 6. Amendment Date. The City of Kenosha hereby amends the District effective January 1, 2024.

Adopted this 15th day of April, 2024

ATTEST: _____
Michelle Nelson, City Clerk/Treasurer

APPROVE: _____
John M. Antaramian, Mayor

Drafted by: Quarles & Brady LLP

APPENDIX A

PROJECT PLAN AMENDMENT

(See attached)

EXHIBIT B

MAP

(See attached)

EXHIBIT C

LEGAL DESCRIPTION

(See attached)

RESOLUTION NO. _____

BY: CITY OF KENOSHA STANDING JOINT REVIEW BOARD #1

**A RESOLUTION OF THE JOINT REVIEW BOARD APPROVING PROJECT PLAN AMENDMENT
FOR TAX INCREMENTAL DISTRICT NO. 27 OF THE
CITY OF KENOSHA, WISCONSIN**

WHEREAS, on April 15, 2024, the Common Council of the City of Kenosha, Wisconsin (the "City") adopted a resolution (the "Resolution") approving a Project Plan Amendment (the "Project Plan Amendment") to Tax Incremental District No. 27 (the "District") of the City, pursuant to Section 66.1105(4)(h) of the Wisconsin Statutes;

WHEREAS this Joint Review Board, which was established pursuant to Section 66.1105(4m) of the Wisconsin Statutes, has reviewed the Resolution, the Project Plan Amendment, the project plan for the District, the information and projections provided by the City pursuant to Section 66.1105(4)(i) of the Wisconsin Statutes and the public record and planning documents relating to the District; and

WHEREAS this Joint Review Board has considered the criteria set forth in Section 66.1105(4m)(c)1. of the Wisconsin Statutes and has determined that:

- (a) The development expected in the District as a result of implementation of the Project Plan Amendment would not occur without the use of tax incremental financing;
- (b) The economic benefits of the District as measured by increased employment, business and personal income and property value, are sufficient to compensate for the cost of the improvements in the District, as amended; and
- (c) The benefits of the Project Plan Amendment outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing districts.

NOW, THEREFORE, BE IT RESOLVED that this Joint Review Board approves the Resolution and the Project Plan Amendment for Tax Increment District No. 27 of the City of Kenosha, Wisconsin.

Adopted this ____ day of ____, 2024.

Chairperson of the Joint Review Board

TID #27 PROJECT PLAN AMENDMENT

STATEMENT OF KIND, NUMBER AND LOCATION OF ALL PROPOSED PUBLIC WORKS OR IMPROVEMENTS WITHIN THE DISTRICT AND A DETAILED LIST OF ESTIMATED PROJECT COSTS AND TIMING OF ESTIMATED PROJECTS TO BE COMPLETED

No changes to existing project plan as previously amended.

TERRITORY AMENDMENT

The City proposes to amend the boundaries of TID #27 to add territory to the District. Map 1 shows the current boundaries of TID #27 along with the proposed amended boundaries.

Wisconsin Statutes Section 66.1105(4)(h)2 provides authority for a City to amend the boundaries of an existing Tax Increment District for purposes of adding or subtracting territory up to a total of four (4) times during the life of the District.

The territory of TID #27 is amended to add the following parcels:

**12-223-31-405-001
12-223-31-405-002**

The parcels add a total acreage to TID #27 of 1.366 acres (59,494 sq. ft.) and have a current value of \$475,800. The added territory will be rezoned (see Map 3) to B-5 Downtown mixed-use district consistent with the current zoning ordinance and the Master Plan.

The boundary description for TID #27, as amended is as follows:

A part of the Northeast and Southeast Quarters of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows:

Commencing at the northeast corner of said Southeast Quarter Section; thence west along and upon the North line of said Quarter Section and to a concrete monument at the west meander corner of said Southeast Quarter, which point is also the intersection of the easterly extension of the center line of 52nd Street with the East line of 6th Avenue; thence northerly along said East line to the intersection of said East line with the easterly extension of the North line of 52nd Street 33 feet, more or less; thence westerly along said North line and its easterly extension to the southwest corner of Block 85 of *Southport*, a plat of record on file in the Racine County land registry, which point is also the intersection of the North line of 52nd Street and the East line of 8th Avenue, 325 feet, more or less; thence northerly along the West line of said Block 85 to the intersection of said West line with the easterly extension of the North line of 51st Place 335 feet, more or less; thence westerly along said North line and its easterly and westerly extensions to the southeast corner of Block 83 of *Southport* which point is also the intersection of the westerly extension of said North line with the West line of 8th Avenue, 396 feet, more or less; thence southerly along said West line to the North line of 52nd Street 316 feet, more or less; thence westerly along said North line to its intersection with the West line of Sheridan Road 362 feet, more or less; thence southerly along said West line to the South line of 56th Street 1,428 feet, more or less; thence easterly along said South line to the southerly extension of the East line of 7th Avenue 683 feet, more or less; thence northerly along said East line and its southerly extension to the northwest

corner of Block 26 of *Southport*, which point is also the intersection of the East line of said 7th Avenue with the South line of 55th Street, 400 feet, more or less; thence easterly along said South line to the southwest corner of Lot 3 of *HarborPark*, a subdivision of record and on file in the Kenosha County land registry, which point is also the intersection of the South line of 55th Street and the East line of 5th Avenue, 700 feet, more or less; thence northerly along said East line to the North line of 54th Street 416 feet, more or less; thence westerly along and upon said North line to the East line of 6th Avenue 330 feet, more or less; thence northerly along said East line 415 feet, more or less, to the Point of Beginning; said Tax Incremental Financing District containing 35.47 Acres of land, more or less.

DESCRIPTION OF THE METHODS OF FINANCING, ALL ESTIMATED PROJECT COSTS, TIMING OF COSTS AND MONETARY OBLIGATIONS

No changes to existing project plan as previously amended.

AMENDED ECONOMIC FEASIBILITY STUDY

No changes to existing project plan as previously amended.

STATEMENT OF FINDINGS

The City finds as follows:

1. The City deems that the amendment of TID #27 to add territory to TID #27 in the City of Kenosha is in the public interest and for a proper public purpose.
2. The improvement of TID #27, as amended, is likely to significantly enhance the value of substantially all the other real property in TID #27.
3. TID #27, as amended, is contiguous and contains only whole units of property as are assessed for general tax purposes.
4. The equalized value of taxable property of the proposed additional territory to be added to TID #27 plus the value increment of all existing districts does not exceed 12% of the total equalized value of taxable property within the City.

The estimated equalized value of the taxable property that is to be added to TID #27 is \$475,800. When added to the 2023 value increment of all Kenosha TIDs of \$1,112,615,300, the total is \$1,113,091,100. The total divided by the 2023 total City of Kenosha equalized value of \$10,430,387,700 is 10.67%.

5. Map 4 shows the condition of the property in the amended TID#27. The City finds that not less than 50% of the area of real property in the amended TID#27 is a blighted area within the meaning of Section 66.1105(2)(ae)1 based on the following calculation:

Total Area of TID #27 as amended	18.631 acres
Total Blighted Area of TID #27, as amended	14.754 acres
Blighted Percentage of TID #27	79.19%

The City declares that TID #27, as amended, will remain a blighted area district.

6. This project plan amendment is feasible and in conformity with the Master Plan of the City.

CHANGES IN ZONING ORDINANCE, MASTER PLAN, MAP, BUILDING CODE AND CITY ORDINANCES

Other than as set forth herein, there are no changes to the City of Kenosha Zoning Ordinance, Master Plan, Map, Building Code or City Ordinances are anticipated to accommodate the activities planned for this project plan amendment. All City ordinances and code documents are readily available for public inspection and are incorporated herein by reference.

LIST OF ESTIMATED NON-PROJECT COSTS

There are no non-project costs.

STATEMENT OF THE PROPOSED METHOD FOR THE RELOCATION OF PERSONS TO BE DISPLACED

All individuals and businesses to be displaced because of the activities occurring within the district as a part of this project plan amendment will be provided assistance in conformance with Chapter 32, Wisconsin Statutes, and in conformance with any other state and federal rules and regulations as applicable.

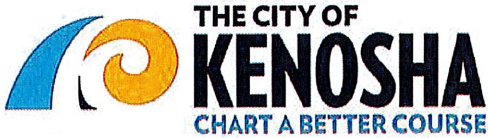
STATEMENT OF CONFORMITY TO CITY OF KENOSHA MASTER PLANS

The development of this project plan amendment conforms to the City of Kenosha's *Comprehensive Land Use Plan: 2035*, as amended. The *Comprehensive Land Use Plan: 2035* is incorporated herein by reference.

STATEMENT OF ORDERLY DEVELOPMENT

Based upon the feasibility analysis of the project plan amendment and the goals established for the City as a part of the *Comprehensive Land Use Plan: 2035*, as amended, the amendment of this Tax Incremental District promotes the orderly development of the City.

Opinion of the City Attorney



MATTHEW A. KNIGHT
City Attorney

March 13, 2024

Honorable Mayor
and Common Council
City of Kenosha
Kenosha, Wisconsin 53140

Re: Project Plan 3rd Amendment for Tax Incremental
District Number 27 [TIF District No. 27]

Dear Mayor and Members of the Common Council:

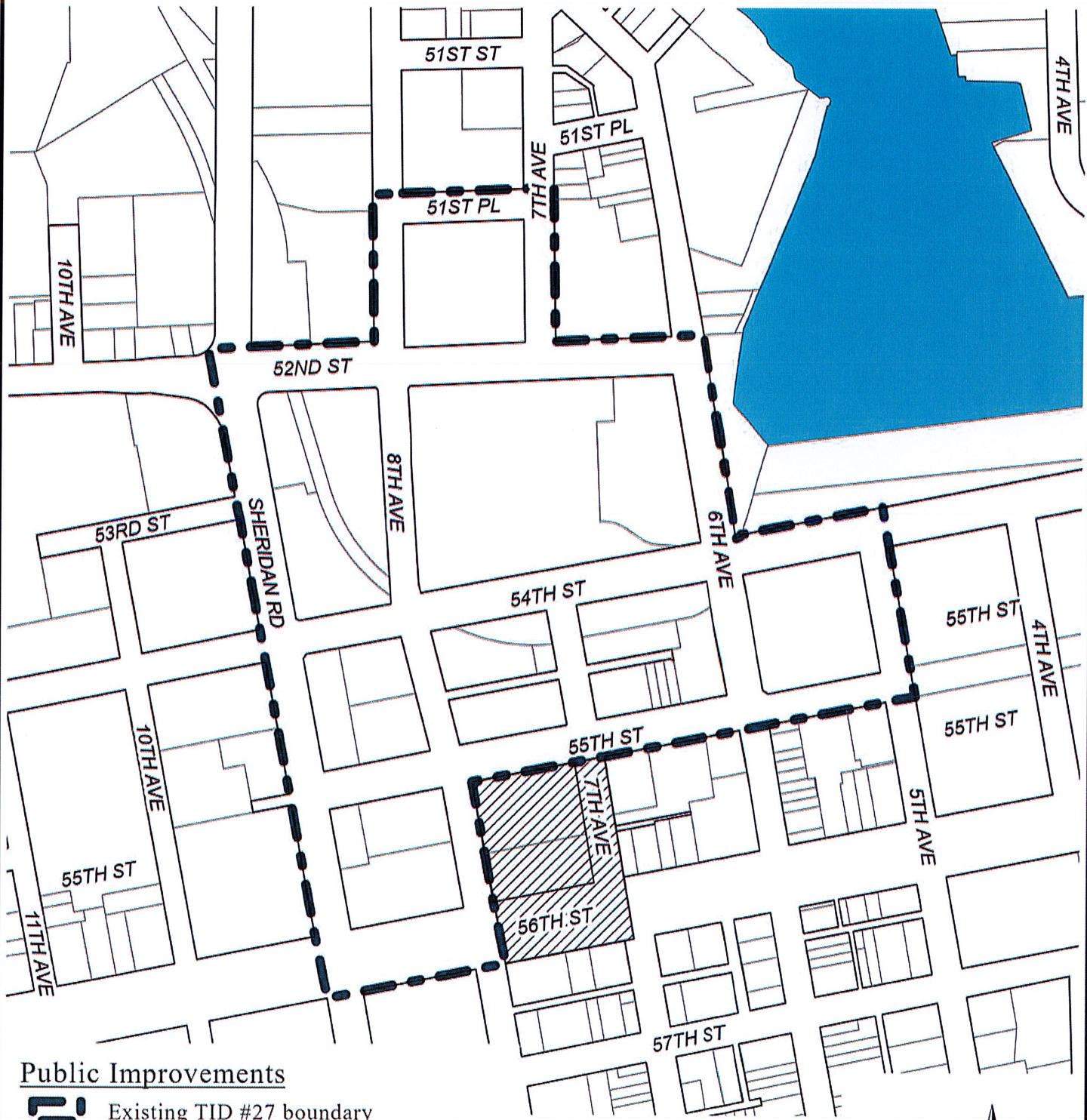
I have reviewed the above and conclude that it is complete and complies with Section 66.1105(4)(f), Wisconsin Statutes.

Respectfully submitted,



Matthew A. Knight
City Attorney

MAPS

City of Kenosha
 Proposed Amendment to
 Tax Incremental District #27
 for the City of Kenosha



Public Improvements

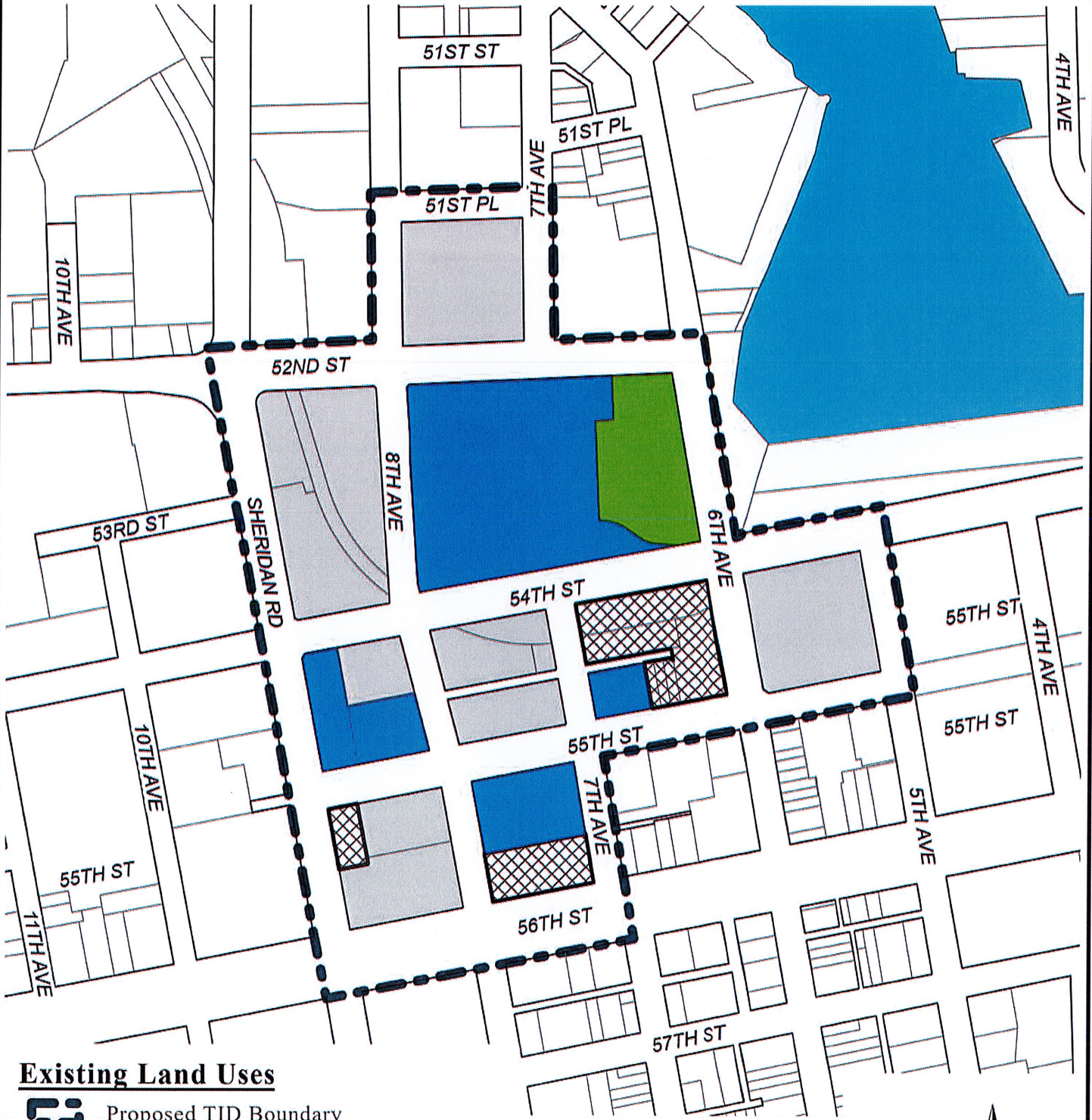
-  Existing TID #27 boundary
-  Area to be added








03/25/2024

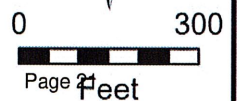
DCDI ~ Community Development Division ~ TMC ~ RPS ~ February 13, 2024 ~ mc

City of Kenosha
 Proposed Amendment to
 Tax Incremental District #27
 for the City of Kenosha

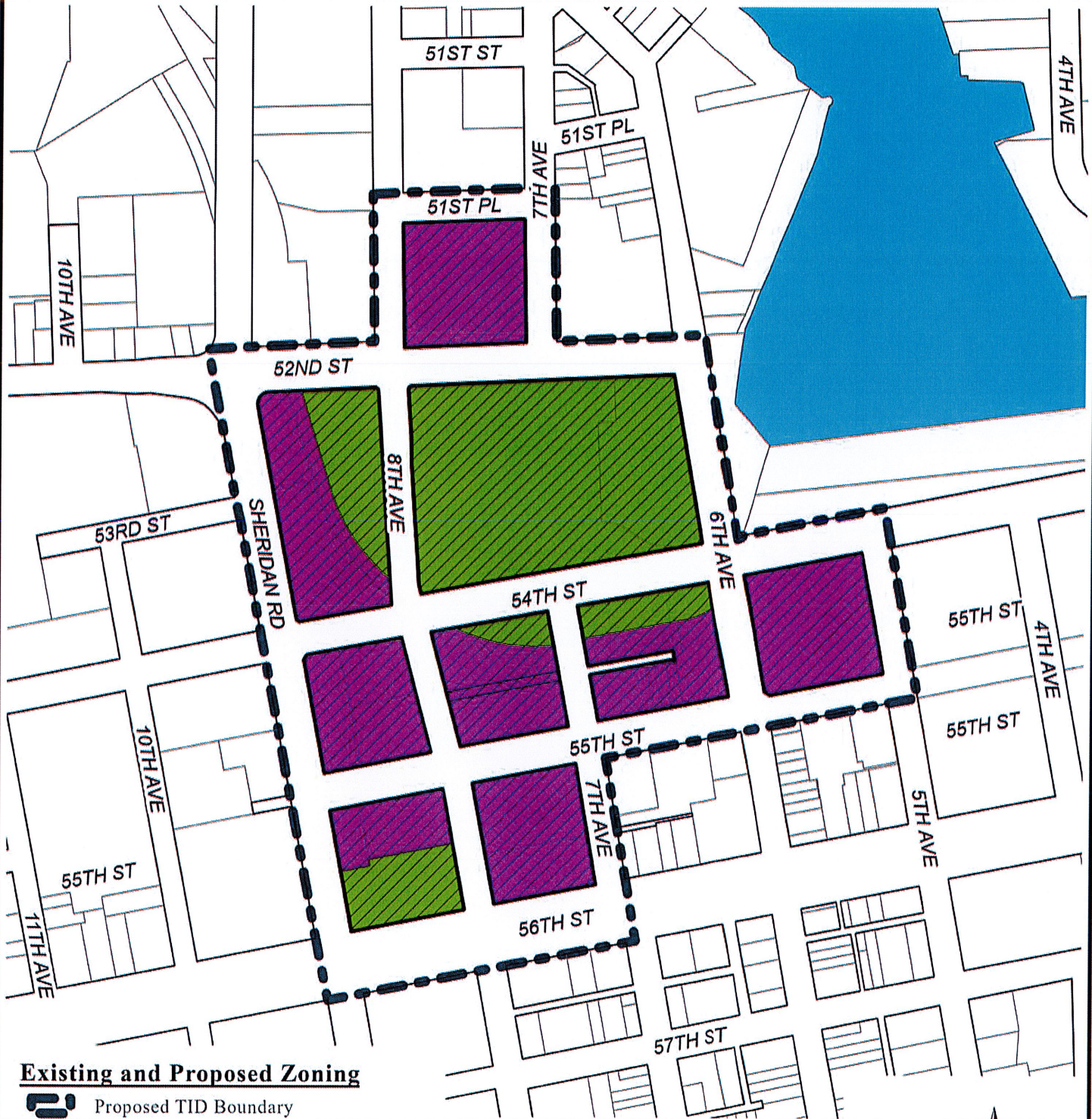


Existing Land Uses





-  Proposed TID Boundary
 -  Office
 -  Park
 -  Parking
 -  Vacant Land
- 03/25/2024



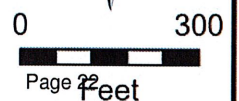
City of Kenosha
 Proposed Amendment to
 Tax Incremental District #27
 for the City of Kenosha



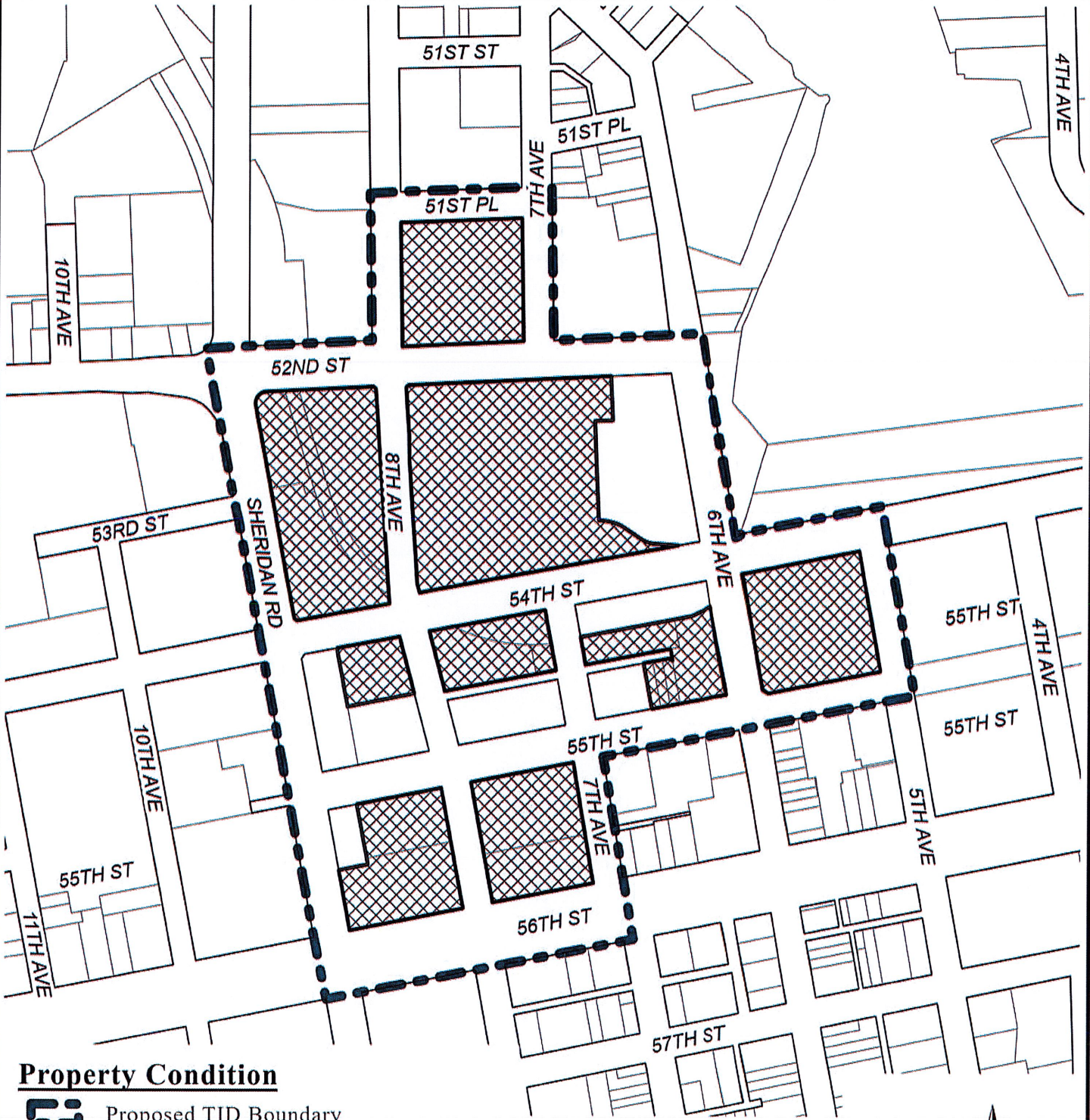
Existing and Proposed Zoning

-  Proposed TID Boundary
- Existing Zoning**
-  B-3 Central Business District
-  IP Institutional Park
- Proposed Zoning**
-  B-5 Downtown Mixed Use



03/25/2024

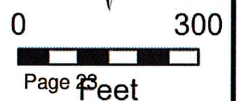


City of Kenosha
 Proposed Amendment to
 Tax Incremental District #27
 for the City of Kenosha



Property Condition

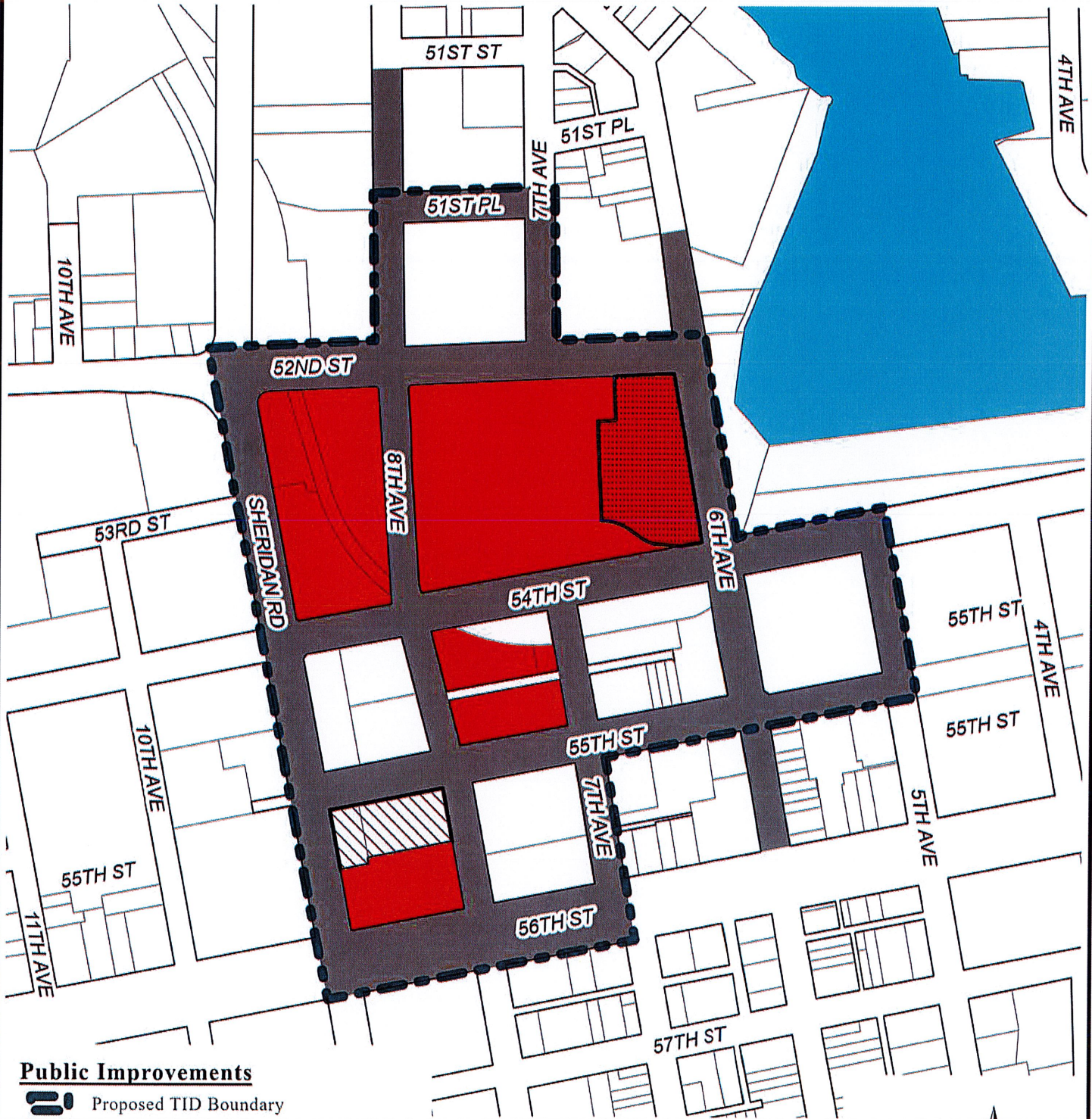
-  Proposed TID Boundary
-  Blighted








03/25/2024

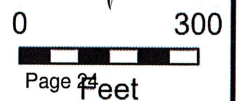
DCD - Community Development Division ~ TMC ~ RPS ~ February 26, 2024 ~ mc

City of Kenosha
 Proposed Amendment to
 Tax Incremental District #27
 for the City of Kenosha



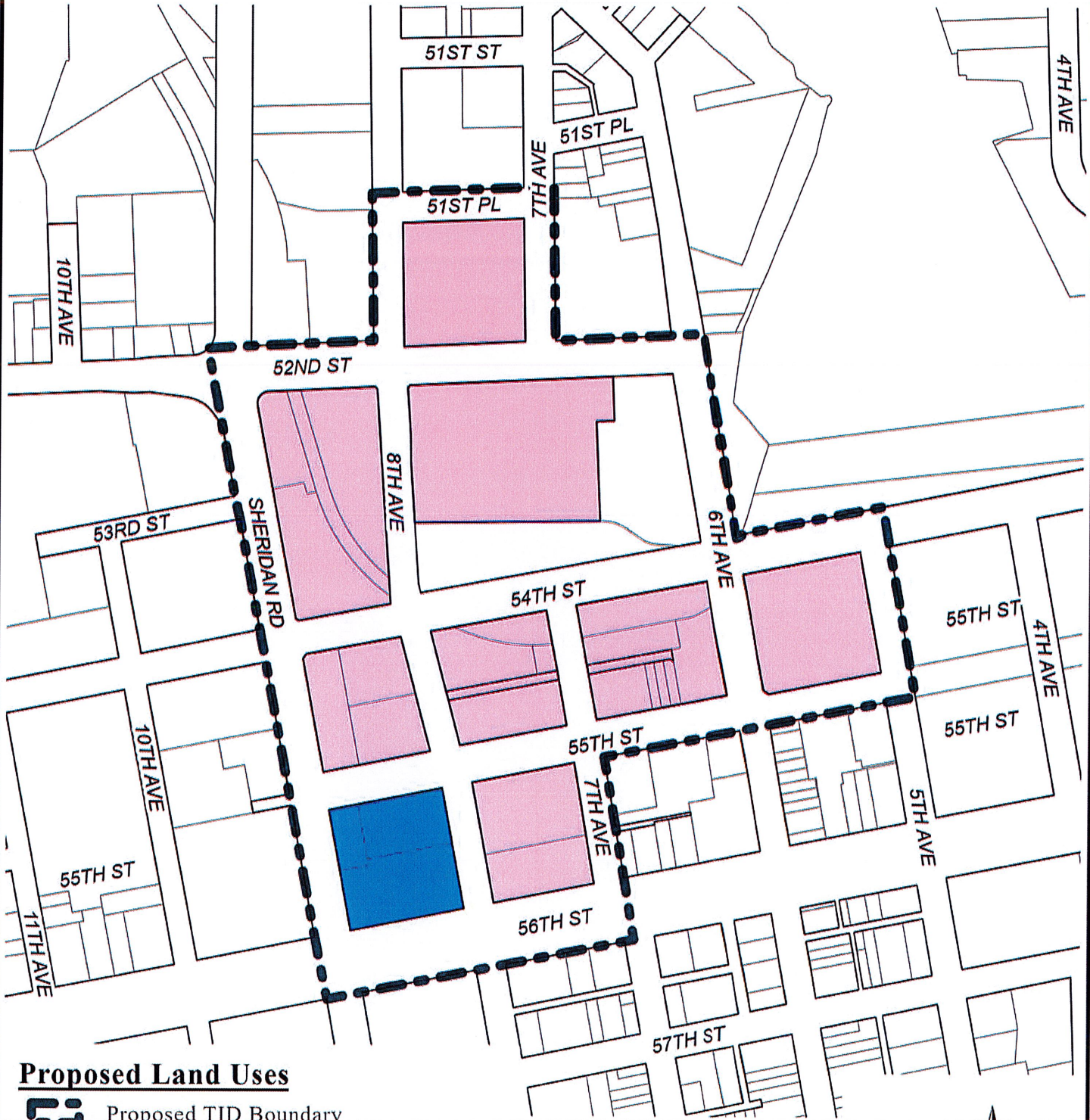
Public Improvements

-  Proposed TID Boundary
-  Construction of Public Parking
-  Public Park, Stormwater, and Related Infrastructure Improvements
-  Demolition, Environmental Remediation and/or Site Preparation
-  ROW, Utility, Stormwater and Related Improvements






DCDI ~ Community Development Division ~ TMC ~ RPS ~ February 21, 2024 ~ nic

Proposed Amendment to
Tax Incremental District #27
for the City of Kenosha



Proposed Land Uses

-  Proposed TID Boundary
-  Mixed Commercial / Residential
-  Government / Office



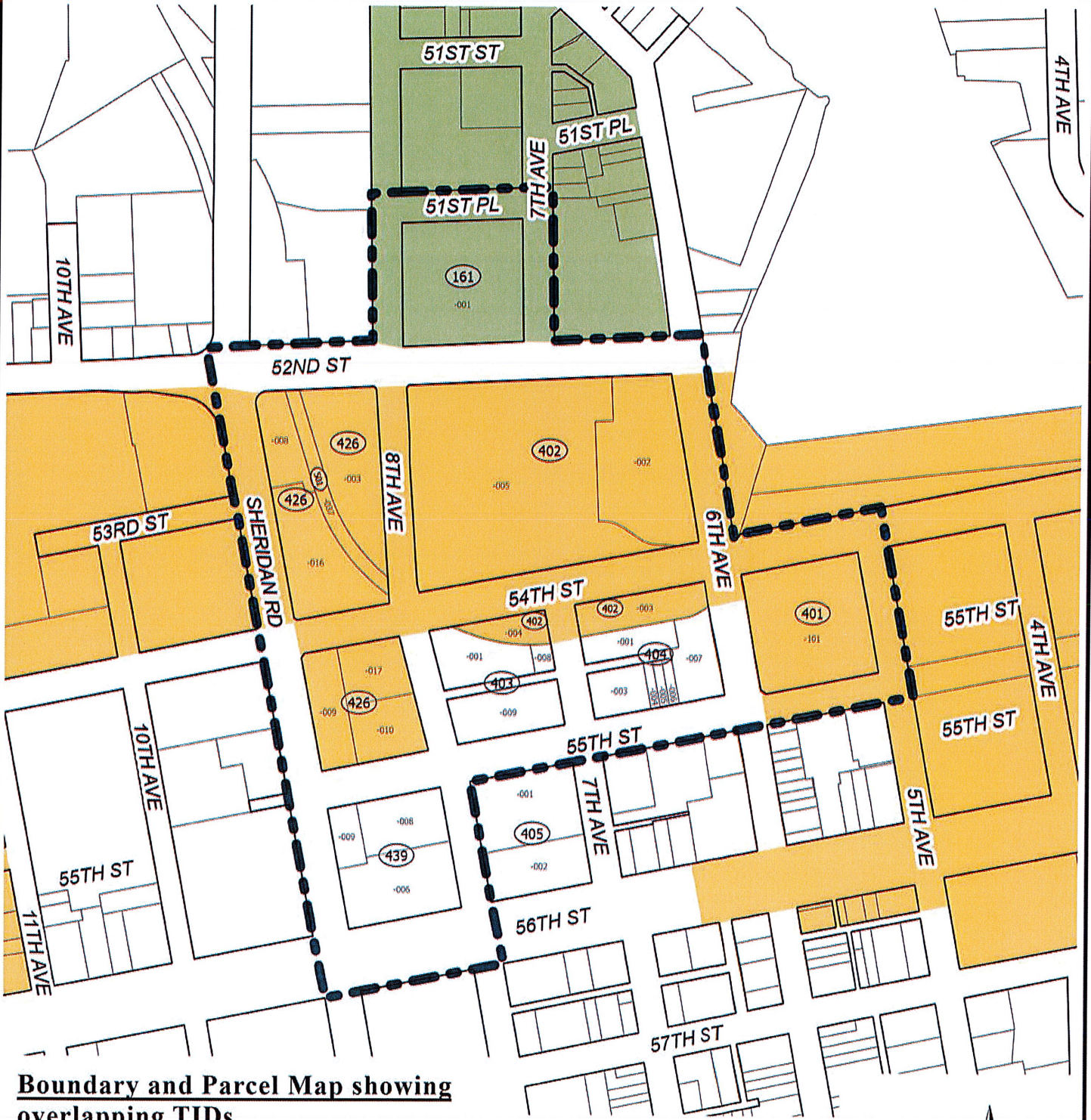
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DCD - Community Development Division - TMC - RPS - February 26, 2024 - mc

Existing Tax Incremental District #27 for the City of Kenosha



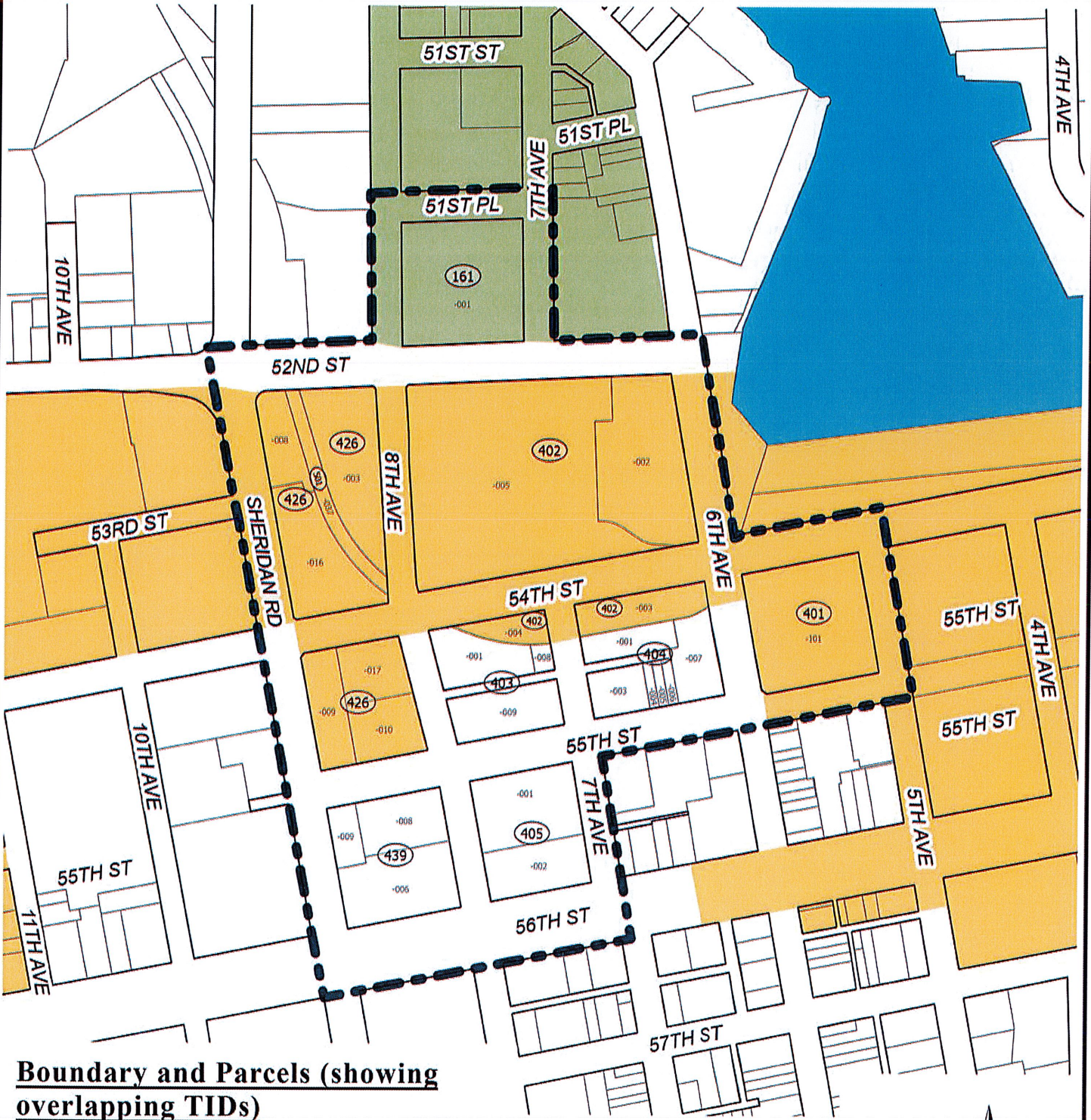
Boundary and Parcel Map showing overlapping TIDs

-  Existing TID #27 Boundary
-  Existing TID #4
-  Existing TID #6




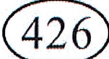
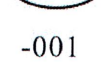
03/25/2024

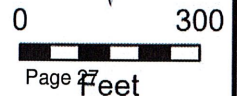


City of Kenosha
 Proposed Amendment to
 Tax Incremental District #27
 for the City of Kenosha



Boundary and Parcels (showing overlapping TIDs)

-  Proposed TID Boundary
-  Existing TID #4
-  Existing TID #6
-  Block ID Number
-  Parcel ID Number

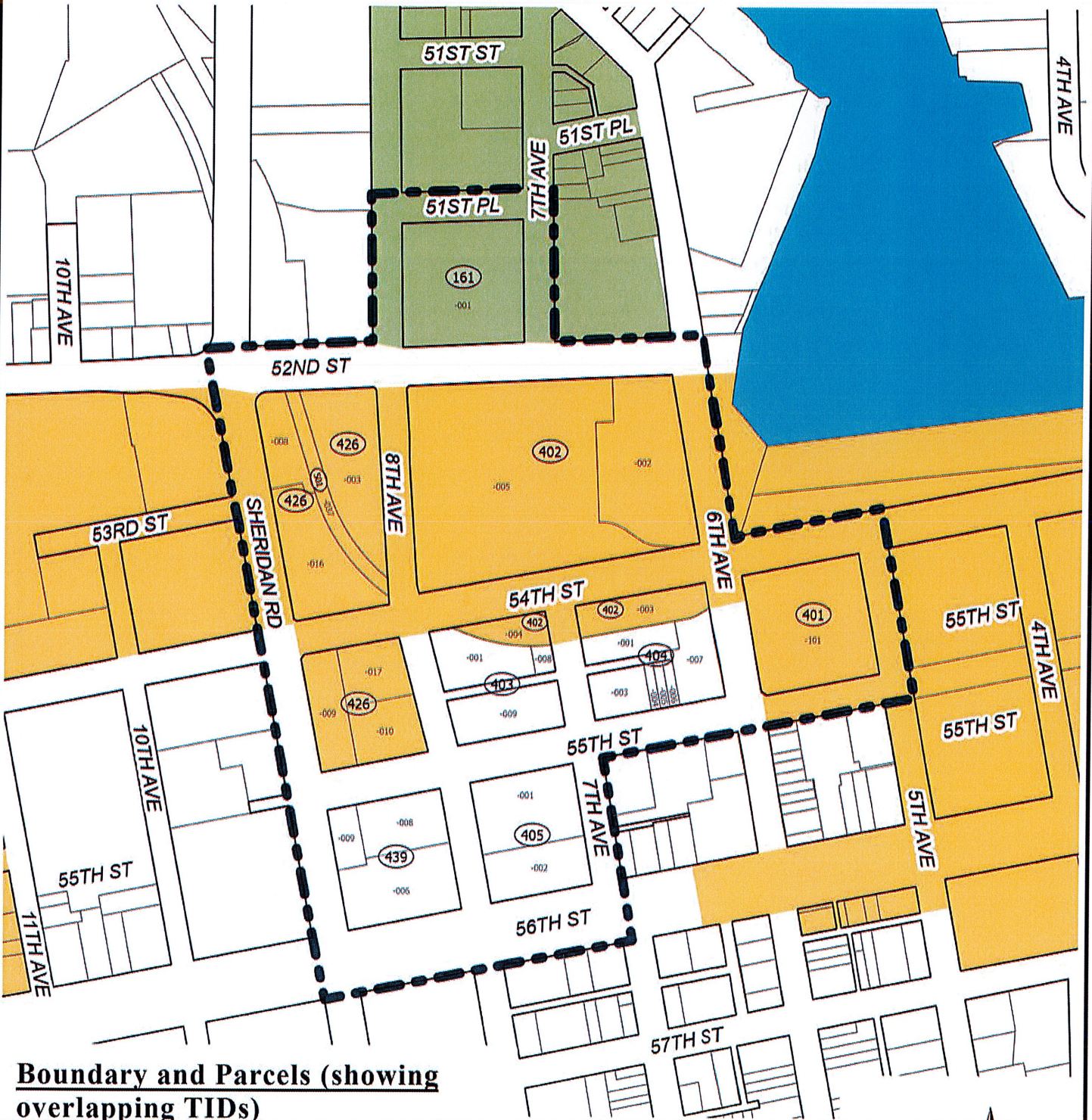


03/25/2024

DCDI ~ Community Development Division ~ TMC ~ RPS ~ February 21, 2024 ~ mc

Page 27 of 27

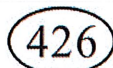
Proposed Amendment to Tax Incremental District #27 for the City of Kenosha



Boundary and Parcels (showing overlapping TIDs)



Proposed TID Boundary
Existing TID #4
Existing TID #6



Block ID Number

-001

Parcel ID Number



0 300

Page 27 feet

03/25/2024

DCDI ~ Community Development Division ~ TMC ~ RPS ~ February 21, 2024 ~ mc

Exhibit C

Tax Incremental District #27, City of Kenosha, Wisconsin

Boundary Description

A part of the Northeast and Southeast Quarters of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows:

Commencing at the northeast corner of said Southeast Quarter Section; thence west along and upon the North line of said Quarter Section and to a concrete monument at the west meander corner of said Southeast Quarter, which point is also the intersection of the easterly extension of the center line of 52nd Street with the East line of 6th Avenue; thence northerly along said East line to the intersection of said East line with the easterly extension of the North line of 52nd Street 33 feet, more or less; thence westerly along said North line and its easterly extension to the southwest corner of Block 85 of *Southport*, a plat of record on file in the Racine County land registry, which point is also the intersection of the North line of 52nd Street and the East line of 8th Avenue, 325 feet, more or less; thence northerly along the West line of said Block 85 to the intersection of said West line with the easterly extension of the North line of 51st Place 335 feet, more or less; thence westerly along said North line and its easterly and westerly extensions to the southeast corner of Block 83 of *Southport* which point is also the intersection of the westerly extension of said North line with the West line of 8th Avenue, 396 feet, more or less; thence southerly along said West line to the North line of 52nd Street 316 feet, more or less; thence westerly along said North line to its intersection with the West line of Sheridan Road 362 feet, more or less; thence southerly along said West line to the South line of 56th Street 1,428 feet, more or less; thence easterly along said South line to the southerly extension of the East line of 7th Avenue 683 feet, more or less; thence northerly along said East line and its southerly extension to the northwest corner of Block 26 of *Southport*, which point is also the intersection of the East line of said 7th Avenue with the South line of 55th Street, 400 feet, more or less; thence easterly along said South line to the southwest corner of Lot 3 of *HarborPark*, a subdivision of record and on file in the Kenosha County land registry, which point is also the intersection of the South line of 55th Street and the East line of 5th Avenue, 700 feet, more or less; thence northerly along said East line to the North line of 54th Street 416 feet, more or less; thence westerly along and upon said North line to the East line of 6th Avenue 330 feet, more or less; thence northerly along said East line 415 feet, more or less, to the Point of Beginning; said Tax Incremental Financing District containing 35.47 Acres of land, more or less.

Resolution by the Mayor – To approve a two-lot Certified Survey Map for property located at 3315 80th Street. (District 14) (North Shore Bank) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Prozanski, District 14, has been notified. Aldersperson Mau, District 8, has also been notified as his District is within 100 feet of the project site. The Common Council is the final review authority upon recommendation of the City Plan Commission and Public Works Committee.

LOCATION AND ANALYSIS:

Site: 3315 80th Street

1. The applicant has submitted the attached Certified Survey Map to divide the existing parcel into two parcels. Proposed Lot 1 is the proposed Starbucks site. Proposed Lot 2 is the current North Shore Bank site.
2. There are no current or pending building or zoning code violations on the property.
3. The Certified Survey Map was sent to City Departments for their review. Their comments are included in the attached Resolution.
4. The Certified Survey Map generally complies with Chapter 17 of the Code of General Ordinances.
5. Staff is recommending approval of this Certified Survey Map, but if the Conditional Use Permit for Starbucks is either deferred or denied, the same action is recommended to be taken with this application.

RECOMMENDATION:

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



Brian R Wilke, AICP Development Coordinator

RESOLUTION # ____ - 24

BY: THE MAYOR

**A TWO-LOT CERTIFIED SURVEY MAP
Property at 3315 80th Street (North Shore Bank)**

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to two parcels at 3315 80th 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. The legal description reads, in part, "...Thence North 00°07'42" West along the west line of Parcel 4 of said Certified Survey Map No. 1597, 200.33 feet;..." This is the east line of Parcel 4 and the west line of Parcel 3. Please revise.
4. A note shall be added to the Certified Survey Map which reads "The sidewalks on the south side of properties on lot 1 and 2 must be installed before any occupancy can be issued on lot 1".
5. Payment of all Storm Water Utility fees, unpaid taxes and unpaid Special Assessments prior to recording.
6. A digital copy of the Certified Survey Map, in GIS Shape File format, shall be provided to the City prior to recording.
7. Since there are no proposed or required public improvements, a Development Agreement, as required in Section 17.11 A. of the Code of General Ordinances, is hereby waived.
8. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
9. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

ATTEST:

Michelle Nelson, City Clerk-Treasurer

APPROVE:

John M. Antaramian, Mayor

DATED:

PASSED:

DRAFTED BY: BRIAN WILKE, AICP, CITY DEVELOPMENT

Vicinity Map
North Shore Bank
Certified Survey Map



 Subject Property



0 200



Feet



This application and all plan review documents **must** be submitted through the City of Kenosha's online plan review portal:

kenosha.geocivix.com/secure/

APPLICATION FOR DEVELOPMENT REVIEW Forms #CD301 thru #CD310 (rev. 5/21)

This page required with every application or the application will be deemed incomplete.

MAILING INFORMATION

NAME OF PROJECT: Starbucks 80th Kenosha

The property owner will receive all correspondence. The Applicant and Architect/Engineer will be copied on correspondence. Owner signature required.

Name and Address of Property Owner (Please print):
 North Shore Bank
 Attn: Mr. David Kane
 15700 West Bluemonund Road
 Brookfield, WI 53005

Phone: 262-787-6816
 E-Mail*: dkane@northshorebank.com

Signature*: 

Name and Address of Applicant (if other than Property Owner) (Please print):
 DCWW Development, LLC
 Mr. David Church
 12610 W. North Court
 New Berlin, WI 53151

Phone: 414-737-1680
 E-Mail*: dchurch23@att.net

Name and Address of Architect / Engineer (Please print):
 Adam Stein - Architect
 Logic Desing & Architecture, Inc.
 10400 W. Innovation Drive, Suite 330
 Milwaukee, WI 53226

Phone: 414-909-0080
 E-Mail*: astein@logicda.com

PROJECT LOCATION

Location of Development (street address and / or parcel number): **+/ 3321 80th Street**
 - **between North Shore Bank and Atlas Gym 2**

TYPE OF LAND DEVELOPMENT

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

- | | | |
|--|------------|---------------|
| <input checked="" type="checkbox"/> Certified Survey Map #CD301 | Section 1 | Page 3 |
| <input type="checkbox"/> Concept Review (Land Division) #CD302 | Section 2 | Page 4 |
| <input type="checkbox"/> Concept Review (Multi-Family Residential or Non-Residential) #CD303 | Section 3 | Page 5 |
| <input type="checkbox"/> Conditional Use Permit #CD304 | Section 4 | Pages 6 & 7 |
| <input type="checkbox"/> Developer's Agreement #CD305 | Section 5 | Page 8 |
| <input type="checkbox"/> Final Plat #CD306 | Section 6 | Pages 9 & 10 |
| <input type="checkbox"/> Lot Line Adjustment Survey #CD307 | Section 7 | Page 11 |
| <input type="checkbox"/> Preliminary Plat #CD308 | Section 8 | Pages 12 & 13 |
| <input type="checkbox"/> Rezoning #CD309 | Section 9 | Pages 14 & 15 |
| <input checked="" type="checkbox"/> Site Plan Review #CD310 | Section 10 | Pages 16 & 17 |

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

*All applications for City Plan Commission / Common Council must include an email address and property owner signature. Staff report and agenda will be forwarded to the email address included in this application.



APPLICATION FOR CERTIFIED SURVEY MAP
Form #CD301 (rev. 11/20)

<i>SECTION 1</i> <i>CERTIFIED SURVEY MAP</i>	
Additional Information Required:	Number of Lots: <u>2</u> Zoning District: <u>B-2</u> Proposed Zoning Change, if any: <u>None</u>
Submittal Requirements:	<ul style="list-style-type: none"> ➤ Certified Survey Map in .pdf format provided to bwilke@kenosha.org ➤ 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 City Development 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)
<p>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.</p> <p>The applicant shall be responsible for the costs of project engineering, design, construction, and inspection as follows (when applicable):</p> <ol style="list-style-type: none"> 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. 	
<p>Checklist to be completed and signed:</p> <ul style="list-style-type: none"> ■ 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 ■ 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) 	<ul style="list-style-type: none"> ■ Major street setback or WisDOT setbacks (if applicable) ■ Map shows entirety of all parcels in proposed certified survey map ■ Floodplain limits of the 100 year recurrence interval flood ■ Location of any wetlands, shoreland, or other environmental areas (if applicable) <p>Plans to be submitted (when applicable)</p> <ul style="list-style-type: none"> ■ 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 <p>I hereby certify that I have reviewed the City ordinances and provided all required information.</p> <p style="text-align: right;">Applicant's Signature: </p>



P: 262-653-4030
E: idtcd1@kenosha.org

625 52nd Street, Kenosha, WI 53140
www.kenosha.org

Project Overview **#1272340**

Project Title: North Shore Bank CSM (Starbucks) **Jurisdiction:** City of Kenosha
Application Type: Electronic Review **State:** WI
Workflow: Express Workflow **County:** Kenosha

Contact Information

Project Contact - Agent/Representative

Adam Stein
Logic DA, PLLC
10400 W Innovation Drive, 330
Milwaukee, WI 53266
P:4149090080
astein@logicda.com

Please indicate which of the following contacts are included in this project.: Architect

Property Owner

David Kane
North Shore Bank
15700 West Bluemound Road
Brookfield , WI 53005
P:2627876816
dkane@northshorebank.com

Architect

Adam Stein
Logic DA, PLLC
10400 W Innovation Drive, 330
Milwaukee, WI 53266
P:4149090080
astein@logicda.com

Project Information

Project Address: 3321 80TH STREET

Project Description:

Proposed new new CSM for dividing North Shore Bank lot into two parcels. The vacant lot is proposed for a new Starbucks approximately 2,567 sf. It will have an outdoor covered patio space and drive-thru.

Is the property subject to any easements, covenants, or other restrictions?: No

Proposed Use: Starbucks Cafe: A-2 (Assembly), B, S-1 (Business, Storage)

Project Acreage: .62

Project Type: Certified Survey Map

Project Valuation: \$700,000.00

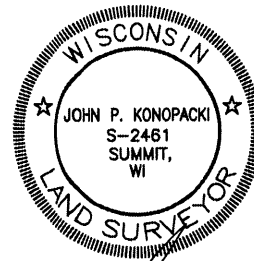
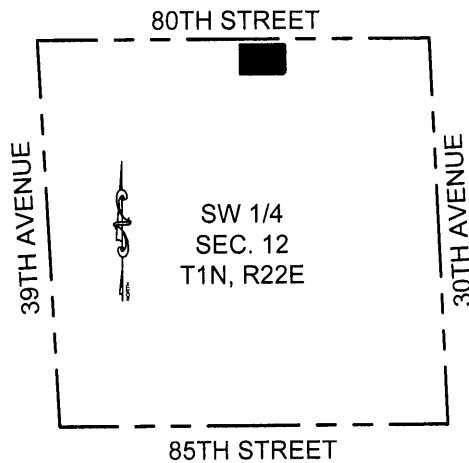
Please indicate the restrictions that apply.:

Total Square Footage of Project: 25767

CERTIFIED SURVEY MAP NO. _____

Being Parcel 3 of Certified Survey Map No. 1597, in the
Northeast 1/4 of the Southwest 1/4 of Section 12,
Township 1 North, Range 22 East, City of Kenosha,
Kenosha County, Wisconsin

VICINITY SKETCH
SCALE 1"=1000'



FEBRUARY 23, 2024

Subject Property
Zoning: B-2
Tax Key Number:
04-122-12-301-040

NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the north line of the Southwest 1/4 of Section 12, Township 1 North, Range 22 East which has a bearing of N89°52'18"E.
- Ingress Egress Easements for the benefit of this Certified Survey Map recorded in Document No. 951888 and Certified Survey Map No. 1597.

Prepared for:
North Shore Bank
15700 West Bluemound Road
Brookfield, WI 53005

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

DRAFTED BY: ST
PEG JOB#5420.00
SHEET 1 OF 5

CERTIFIED SURVEY MAP NO. _____

Being Parcel 3 of Certified Survey Map No. 1597, in the Northeast 1/4 of the Southwest 1/4 of Section 12, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin

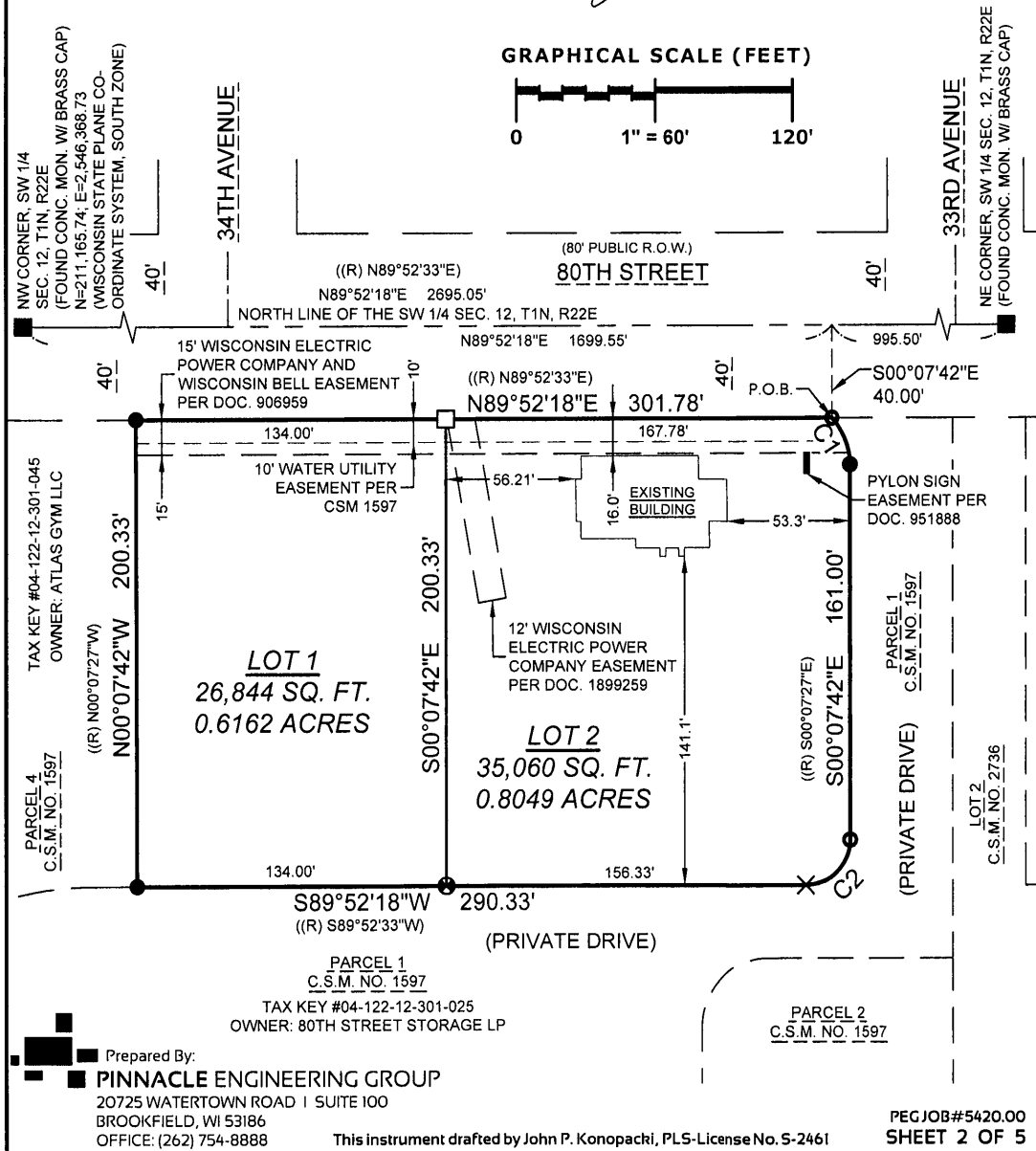
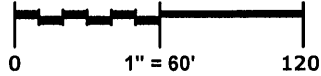


FEBRUARY 23, 2024

- LEGEND:**
- - Denotes Found 1" Iron Pipe
 - - Denotes Found 3/4" Iron Rebar
 - ⊗ - Denotes Found Chiseled Cross
 - ⊙ - Denotes Set Chiseled Cross
 - ⊗ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
 - (R) - Denotes "Recorded As"



GRAPHICAL SCALE (FEET)



Prepared By:
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD | SUITE 100
 BROOKFIELD, WI 53186
 OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#5420.00
SHEET 2 OF 5

CERTIFIED SURVEY MAP NO. _____

Being Parcel 3 of Certified Survey Map No. 1597, in the Northeast 1/4 of the Southwest 1/4 of Section 12, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided that part of Parcel 3 of Certified Survey Map No. 1597, as recorded in the Register of Deeds office for Kenosha County as Document No. 900516, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 12, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 12; thence North 89°52'18" East along the north line of said Southwest 1/4, 1699.55 feet; thence South 00°07'42" East, 40.00 feet to the south right of way line of 80th Street, a point on a curve and the Point of Beginning;

Thence southeasterly 22.00 feet along the arc of said curve to the left, whose radius is 29.33 feet and whose chord bears South 21°37'26" East, 21.49 feet;
Thence South 00°07'42" East along Parcel 1 of Certified Survey Map No. 1597, 161.00 feet to a point of curvature;
Thence southwesterly 30.37 feet along the arc of said curve to the right, whose radius is 19.33 feet and whose chord bears South 44°52'18" West, 27.34 feet;
Thence South 89°52'18" West along said Parcel 1 of Certified Survey Map No. 1597, 290.33 feet;
Thence North 00°07'42" West along the west line of Parcel 4 of said Certified Survey Map No. 1597, 200.33 feet;
Thence North 89°52'18" East along the south right of way line of 80th Street, 301.78 feet to the Point of Beginning.

Containing 61,904 square feet (1.4211 acres) of land Gross, more or less.

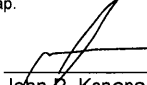
That I have made such survey, land division and map by the direction of NORTH SHORE BANK, owner of said land.

That such 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 the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Kenosha Land Division Ordinance in surveying, mapping and dividing the land within the certified survey map.

Date: FEBRUARY 23, 2024




John P. Konopacki
Professional Land Surveyor S-2461

CURVE TABLE							
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	22.00'	29.33'	042°58'52"	S21°37'26"E	21.49'	N00°08'00"W	N43°06'52"W
(RECORDED)	(22.01')		(42°59'28")	(S21°37'11"E)			
C2	30.37'	19.33'	090°00'49"	S44°52'18"W	27.34'	N89°52'42"E	N00°08'07"W
(RECORDED)	(30.36')		(090°00'00")	(S44°52'33"W)			

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEGJOB#5420.00
SHEET 3 OF 5

CERTIFIED SURVEY MAP NO. _____

Being Parcel 3 of Certified Survey Map No. 1597, in the Northeast 1/4 of the Southwest 1/4 of Section 12, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin

OWNER'S CERTIFICATE

NORTH SHORE BANK, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said NORTH SHORE BANK caused the land described on this certified survey map to be surveyed, divided and mapped as represented on this certified survey map.

NORTH SHORE BANK, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval:

- 1. City of Kenosha

IN WITNESS WHEREOF, the said NORTH SHORE BANK has caused these presents to be signed by (name - print) _____, (title) _____, at _____, (city) _____, _____ County, Wisconsin, on this _____ day of _____, 2024.

In the presence of: NORTH SHORE BANK

Name (signature) - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2024, (name) _____, (title) _____, of the above named NORTH SHORE BANK, to me known to be the person who executed the foregoing instrument, and to me known to be such _____ (title) of said NORTH SHORE BANK, and acknowledged that they executed the foregoing instrument as such officer as the deed of said NORTH SHORE BANK, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described in the forgoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

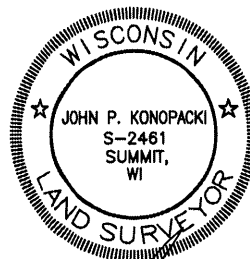
IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its _____, and its corporate seal to be hereunto affixed this _____ day of _____, 2024.

Date Name - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2024, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____



FEBRUARY 23, 2024

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEGJOB#5420.00
SHEET 4 OF 5

CERTIFIED SURVEY MAP NO. _____

Being Parcel 3 of Certified Survey Map No. 1597, in the Northeast 1/4 of the Southwest 1/4 of Section 12, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin

COMMON COUNCIL APPROVAL

RESOLVED that this Certified Survey Map in the City of Kenosha, which has been filed for approval, be and hereby is approved as required by Chapter 236 of the Wisconsin Statutes.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of Kenosha on the _____ day of _____, 2024, which action becomes effective upon receipt of approval of all other reviewing agencies and all conditions of the City of Kenosha's approval were satisfied as of the _____ day of _____, 2024.

Date

John M. Antaramian, Mayor

Date

Michelle L. Nelson, City Clerk/Treasurer

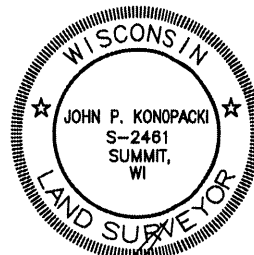
TREASURER'S CERTIFICATE

STATE OF WISCONSIN
KENOSHA COUNTY) 55

I, Michelle L. Nelson, being duly appointed Clerk/Treasurer of the City of Kenosha, do hereby certify in accordance with the records in my office, there are no unpaid taxes or special assessments as of _____ day of _____, 2024 on any of the lands in the Certified Survey Map.

Date

Michelle L. Nelson, City Clerk/Treasurer



FEBRUARY 23, 2024

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#5420.00
SHEET 5 OF 5

RESOLUTION _____

SPONSOR: MAYOR

**TO TRANSFER FUNDS WITHIN ESTABLISHED PRIMARY USES REGARDING
THE CITY OF KENOSHA, WISCONSIN'S ALLOTMENT OF LOCAL FISCAL
RECOVERY FUNDS THROUGH THE AMERICAN RESCUE PLAN ACT**

WHEREAS, on March 11, 2021, the United States Congress passed the American Rescue Plan Act of 2021 (ARPA), which provides fiscal relief funds to State and Local Governments, and other program areas aimed at mitigating the continuing effects of the COVID-19 Pandemic; and,

WHEREAS, ARPA is intended to provide support to local governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses; and,

WHEREAS, ARPA includes State and Local Fiscal Recovery Funds to support urgent COVID response efforts to decrease the spread of the virus; to replace lost public sector revenue to strengthen support for vital public services; to support immediate economic stabilization for household and businesses; and to address systemic public health and economic challenges that have contributed to unequal impacts of the pandemic on certain populations; and,

WHEREAS, on May 20, 2021, the United States Department of Treasury deposited with the City of Kenosha, the City's first tranche of funds, which is thirteen million, two hundred forty-four thousand, two hundred seventy-one and 50/100 Dollars (\$13,244,271.50); and,

WHEREAS, on June 9, 2022, the United States Department of Treasury deposited with the City of Kenosha, the City's second tranche of funds, which is Thirteen Million, Two Hundred Forty-Four Thousand, Two Hundred Seventy-One and 50/100 Dollars (\$13,244,271.50); and,

WHEREAS, to be eligible for ARPA funding, costs generally must be encumbered, incurred, or spent between March 3, 2021 and December 31, 2024, and the City will be required to provide quarterly expenditure reports and annual recovery plan performance reports; and,

WHEREAS, this Resolution is intended as a statement of intent of the Common Council to expend a portion of the City's ARPA funds in accordance with Federal Law and guidance, for the current needs and priorities as set forth in the attached Exhibit.

WHEREAS, on October 18, 2021, the Common Council adopted Resolution 145-21; and

WHEREAS, Resolution 145-21 was amended by Common Council Resolution 156-21, Resolution 42-22, Resolution 80-22 and Resolution 140-22, and Resolution 104-23, as were adopted by the Common Council are hereinafter collectively designated as "ARPA Resolutions"; and

WHEREAS, it is desirable to transfer funds within the ARPA Resolutions for the Affordable Housing Rehab Grant Program to the Brown Bank (Kenosha Emerging Leaders Academy) Remodel project and to provide operational cost for the first two years, Economic Development/Infrastructure, as outlined in Exhibit 1 attached hereto, and incorporated herewith; and

WHEREAS, it is desirable to transfer funds within the ARPA Resolutions for the Affordable Housing Rehab Grant Program to the K-8 Uptown Library project, Education and Job Training, as outlined in Exhibit 1 attached hereto, and incorporated herewith; and

WHEREAS, it is desirable to transfer funds within the ARPA Resolutions for the Affordable Housing Rehab Grant Program to the City of Kenosha Website redesign project to include AI and second language features and upgraded security, Cybersecurity/Infrastructure, as outlined in Exhibit 1 attached hereto, and incorporated herewith; and

WHEREAS, it is desirable to transfer funds within the ARPA Resolutions for the Affordable Housing Rehab Grant Program to the Revitalization of the Lincoln Park Basketball Courts project that will include a handicap accessible court, Economic Development/Infrastructure and Housing, as outlined in Exhibit 1 attached hereto, and incorporated herewith; and

WHEREAS, it is desirable to utilize ARPA interest income to fund the Affordable Housing Rehab Grant Program, Housing, as outlined in Exhibit 1 attached hereto, and incorporated herewith; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council for the City of Kenosha that there be a transfer of funds within the special revenue and general fund in the amounts and for the purposes identified in Exhibit 1.

Adopted this ____ day of April, 2024.

ATTEST: _____
MICHELLE L. NELSON, City Clerk/Treasurer

Date: _____

APPROVED: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

Drafted By:

John W. Morrissey
City Administrator

Exhibit 1

Item	Original Amount Available	New Amount	Change	Category	Description
Affordable Housing Rehab Program	\$876,828.81		-\$180,000 -\$148,000 -\$357,645.07 -\$191,183.74	Economic Development	New program to assist in rehab of properties that have been issued repair orders from the City
Lincoln Park Basketball Revitalization Project to include a handicapped court		\$180,000	+\$180,000	Lost Revenue/ Infrastructure	The City will be revitalizing a basketball court for a low income neighborhood. There will be an addition of a handicap court as well as lighting and security.
Website Redesign to include AI function and second language and security upgrade		\$148,000	+\$148,000	Broadband/ Infrastructure	This will upgrade the current website to include AI functions and to add a second language component and to add upgraded cyber-security features
Brown Bank Programming (Kenosha Emerging Leaders Academy)		\$357,645.07	+\$357,645.07	Education / Job Training	The City is working with four colleges and universities, and three community partners to provide programs in youth leadership, financial literacy, job readiness, soft skills, and to assist young people in identifying educational and career options.
Library K-8 Uptown		\$191,183.74	+\$191,183.74	Education/Job Training Infrastructure	Funding to build a children's library to teach reading skills to young people in the neighborhood
Affordable Housing Rehab Program		\$850,000	+\$850,000	Economic Development	New program to assist in rehab of properties that have been issued repair orders from the City. ARPA Interest transfer to program.

RESOLUTION _____

PRINCIPAL SPONSOR: MAYOR JOHN ANTARAMIAN

FINDING A PUBLIC PURPOSE IN THE SALE OF THE ALFORD BUILDING

WHEREAS, the Alford Building, 702 58th Street, stands in poor condition; and

WHEREAS, the City owns the Alford Building, and is seeking to improve the lot it stands on;
and

WHEREAS, funding such improvements could cost upwards of four million dollars to bring it into compliance with building and property codes; and

WHEREAS, if the City were to improve the property itself, the taxpayers would have to foot this bill; and

WHEREAS, the City has been unable to effectuate these improvements; and

WHEREAS, a developer is interested in the Alford Building, and is willing to improve the Alford Building at its own cost; and

WHEREAS, this would provide a great benefit to the community.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council for the City of Kenosha, Wisconsin, that the Mayor has the authority to sign the attached option to purchase.

BE IT FURTHER RESOLVED, that this sale furthers significant public purposes, including, but not limited to, the elimination of blight, abatement of a public nuisance, furthering the community’s economic interests, elimination of unsafe and unsanitary property, rehabilitating the downtown area, increasing the tax base, and creating jobs.

Adopted this _____ day of _____, 2024.

ATTEST: _____
MICHELLE NELSON, City Clerk-Treasurer

Date: _____

APPROVED: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

Drafted By:

BRYAN CHARBOGIAN
DEPUTY CITY ATTORNEY
CITY ATTORNEY’S OFFICE

EXHIBIT

OPTION TO PURCHASE

ALFORD BUILDING PROJECT

Tax Key: 12-223-31-478-007

THIS OPTION TO PURCHASE (“**Agreement**”) is entered into this 15th day of April, 2024 (the “**Effective Date**”) by and between the City of Kenosha (“**City**”) and Public Food Markets, Inc., (“**Public Food Markets**”).

RECITALS

- A. City owns real property located at 702-714 58th Street, in the City of Kenosha, Wisconsin (“**Property**”).
- B. Public Food Markets desire to acquire the Property and develop a food educational center and community grocery store. (“**Project**”).
- C. City has demonstrated that it is amenable to the Project.

AGREEMENT

For and in consideration of the sum of Two Hundred and Eighty Five Thousand (\$285,000.00) dollars the City does hereby grant unto the Public Food Markets an option to purchase the Property on the following terms and conditions:

1. **Purpose.** Subject to the conditions herein, this “Option” is granted for the purpose of granting the exclusive right to Public Food Markets to purchase the Property in order to construct the Project. From and after the Effective Date, and until this Agreement is terminated, City shall not enter into any new contracts or agreements relating to the Property, including without limitation, mortgages or other instruments that encumber the Property, leases, options, rights of first refusal, or any other agreement that impairs Public Food Markets’ exclusive right to purchase the Property.
2. **Terms.** The Parties agree that the purchase price for the Property shall be an amount equal to \$285,000.00 (the “**Purchase Price**”). All terms and obligations for the sale of the Property are subject to negotiations satisfactory to the Parties including, but not limited to, (1) City approval of the aesthetics of the design, (2) environmental approvals, (3) indemnification obligations, (4) the parties’ respective duties and obligations, and (5) any contingencies to be set forth in a mutually agreeable purchase and sale agreement to be executed by the parties at a future date.

The Purchase Price Shall be evidenced by a sellers’ promissory note issued by Public Food Markets to the City (the “**Note**”). The Note shall not accrue interest. The Note shall include a provision that the City will forgive the Note in the event Public Food Markets spend at least \$1,000,000 in structural improvements of the building on the Property within the first twelve (12) months following the actual purchase.

4. **Option Period.** This Option shall commence on the Effective Date and, unless terminated by mutual agreement, shall continue in effect for a period of nine (9) months after the approval of this Option. Notwithstanding the foregoing, the Option period is anticipated to expire by January 8, 2025. After this period, Public Food Markets may request an additional extension up to six (6) months under the same terms of this Agreement. Should the Public Food Markets fail to exercise its option before the expiration of the Option period, this Option shall be null and void and neither party shall have any further obligation hereunder.

5. **Termination Right.** The Public Food Markets shall have the sole and exclusive right to terminate this Option at any time, without any cost or liability to the Public Food Markets, upon ten (10) days prior written notice to the City.

6. **City's Warranties and Representations.** City hereby makes the following warranties and representations with respect to the Property:
 - a. City has the full power and authority to enter into this Option.
 - b. To the best of City's current and actual knowledge, City has not received, and City has no knowledge of any predecessor receiving, notice of any violation of any law, municipal ordinance or other governmental requirement affecting the Property. City has no knowledge that any governmental authority is contemplating issuing such notice or that any such violation exists.
 - c. To the best of City's current and actual knowledge, there are no condemnation or eminent domain proceedings, nor any negotiations in lieu of condemnation, pending against the Property, and City is not aware of any condemnation or eminent domain proceedings being contemplated or threatened against the Property.

7. **Right of Inspection.** During the term of this Agreement, the Public Food Markets will be able to inspect the Property. Prior to inspecting the Property, any individual must sign necessary waivers provided by the Office of the City Attorney.

8. **Notices.** All notices and demands by either party to the other shall be given in writing and personally delivered or sent by overnight commercial courier and addressed:

To the City:	Director of City Development Municipal Building, Room 308 625 52 nd Street Kenosha, WI 53140
--------------	--

With copies to:	City Clerk/Treasurer Municipal Building, Room 105 625 52 nd Street Kenosha, WI 53140
-----------------	--

Office of the City Attorney
Municipal Building, Room 201
625 52nd Street
Kenosha, WI 53140

To Public Food Markets:	Public Food Markets, Inc. 6633 Green Bay Road Kenosha, WI 53142 Attn: J. Michael McTernan
-------------------------	--

[SIGNATURE PAGES FOLLOW]

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

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

BY: _____
MICHELLE L. NELSON,
City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2024, the abovementioned John M. Antaramian and Michelle L. Nelson to me known to be the Mayor and City Clerk/Treasurer of the City of Kenosha, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

PUBLIC FOOD MARKETS, INC.

BY: _____
J. MICHAEL MCTERNAN, President

Date: _____

STATE OF _____)
) ss.
CITY OF _____)

Personally came before me this _____ day of _____, 2024, _____, to me known to be the person who executed the above and foregoing Option.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____



JOHN M. ANTARAMIAN
Mayor

April 15, 2024

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Kyah Jernigan, 1010 73rd Street, Kenosha, to the Mayor's Youth Commission to fill an unexpired term which will expire October 31, 2024.

I am confident that Ms. Jernigan will be a conscientious and hardworking member of the Mayor's Youth Commission.

Sincerely,
CITY OF KENOSHA

John M. Antaramian
Mayor

JMA:rse



JOHN M. ANTARAMIAN
Mayor

April 15, 2024

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Terrell Franklin, 9439 68th Street, Kenosha, to the Mayor's Youth Commission to fill an unexpired term which will expire October 31, 2025.

I am confident that Mr. Franklin will be a conscientious and hardworking member of the Mayor's Youth Commission.

Sincerely,
CITY OF KENOSHA

John M. Antaramian
Mayor

JMA:rse



JOHN M. ANTARAMIAN
Mayor

April 15, 2024

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

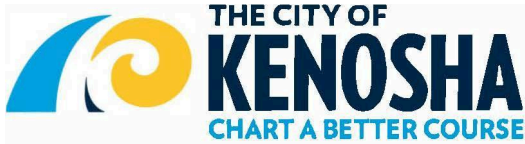
In accordance with Code of General Ordinances 1.06 L., Amy Lonergan, 1709 22nd Street, Kenosha, is hereby reappointed to continue her position on the Board of Housing Appeals and Zoning Board of Appeals until a qualified successor can be appointed, but in no event shall this appointment exceed six (6) months.

Ms. Lonergan has a current Statement of Economic Interest on file in the Office of the City Clerk. I am confident she will continue to be a conscientious and hardworking member of the Board of Housing Appeals and Zoning Board of Appeals.

Sincerely,
CITY OF KENOSHA

John M. Antaramian
Mayor

JMA:rse

**MEMO**

TO: Alderman Eric Haugaard, Chairman, Parks Commission
Members of Parks Commission

FROM: Mike Maki, AICP, Sr. Community Development Specialist, City Development *MM*

RE: Change Order 1 for Project 22-1424 Southport Beach House, Phase 4 Interior Renovations
(7835 Third Avenue). (District 3)

DATE: Apr 3, 2024

Background Information

The attached change order request pertains to an increase in the contract price and an extension of the contract period for Project No. 22-1424, Southport Beach House, Phase 4 Interior Renovations.

This change is for two changer orders submitted by the contractor, Berglund Construction. The first change order is for permit fees that were not originally part of the contract. The second changer order is for new window cages to help protect the newly installed ballroom windows.

The change order reflects a contract price increase of \$20,000, which is within budgeted funds for the project.

Please contact Mike Maki at mmaki@kenosha.org if you have any questions.

Recommendation: Staff recommends approval of the change order to extend the contract period and to increase the contract price.

THE CITY OF KENOSHA

CHANGE ORDER

Project Name: Southport Beach House, Phase 4 Interior Renovations

Project Number: 22-1424

C.I.P. Line Item: PK-18006

Purchase Order #: 220839

Contractor: Berglund Construction Company

Public Works Committee Action: 4/08/2024

Finance Committee: 4/15/2024

Date of Common Council Action: 4/15/2024

City and contractor agree that the above contract is amended by **increasing** the amount of the contract by **\$20,000 (\$18,55724 for change orders and an additional \$1,442.76 for contingency)** from **\$389,950.00** to **\$409,950**. This amendment shall have the effect of **increasing** the date of project completion to **May 31, 2024**. This amendment is needed for additional permit costs and window grate alterations.

This change order is approved by:

CONTRACTOR

CITY OF KENOSHA, MAYOR

DATE

DATE



March 18th, 2024

PCO # 11 – REFURBISH WINDOW GRATES

PCO TYPE: OWNER CHANGE (“99”)

To: Mr. Mike Maki
 City of Kenosha, Wisconsin
 625 52nd Street, Room 308
 Kenosha, WI 53140
 Phone: 262-653-4038
 E-mail: mmaki@kenosha.org

RE: Southport Beach House Phase 4
 Kenosha, WI

BCC PROJECT #: 122023-
ARCHITECT PROJECT #: N/A

Dear Mr. Maki:

We are pleased to submit our proposal to complete the following work:

Refurbish, repair, repaint, and install seven existing metal window grates. The proposal includes creating new openings in grates and installing polycarbonate panels. Includes a credit to omit interior window screening and install aluminum mesh screening in the metal window grates.

SCHEDULE DELAYS/ADDITIONAL DAYS TO CONTRACT TIME: 0

BERGLUND & SUBCONTRACTOR WORK:

CO Item #	CO Item Description	CO Item Notes	Subtotal
1	Refurbish Grates	Includes screening	\$ 19,399.00
2	Omit Interior Screening	(Credit)	(\$ 6,974.00)
3	Markup		\$ 1,242.50
3	Insurance and Bond		\$ 343.74

REQUEST FOR CHANGE ORDER TOTAL: \$ 14,011.24

BERGLUND CONSTRUCTION COMPANY	ENGBERG ANDERSON	<i>Authorized:</i> CITY OF KENOSHA
By: _____	By: _____	By: _____
Printed Name: John Padberg	Printed Name: _____	Printed Name: _____
Title: Project Executive	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Chris Byers

From: Alex Schwanke <a.schwanke@duwemetal.com>
Sent: Tuesday, January 30, 2024 11:40 AM
To: Chris Byers
Subject: RE: window grates

Hi Chris,

Our Price to repair and modify (7) window grates is \$6,802.00.

Delivery
\$300

Tax and delivery are not included.

In this case I am thinking making new ones might be a better option for longevity.

That price is \$8,388.00.

Tax and delivery are not included. These will be powder coated.

Feel free to call with any questions.

Kind regards,

Al Schwanke

Estimator/PM

O: (262) 781-5775

M: (262) 470-9413

a.schwanke@duwemetal.com



Certified Disadvantaged Business (DBE)
Certified Woman-Owned Business (WBE)



From: Chris Byers <cbyers@berglundco.com>
Sent: Monday, January 22, 2024 8:26 AM
To: Alex Schwanke <a.schwanke@duwemetal.com>
Subject: RE: window grates

Hi Al,

The City of Kenosha has some new ideas for the window grates. Please take a look at the attached and let me know if you have questions.

Thanks,

Chris Byers

Project Manager

BERGLUND CONSTRUCTION

berglundco.com

M: [262-483-6180](tel:262-483-6180)



**W227 N4755 Duplainville Road
Pewaukee, WI 53072
Ph: (262) 650-7200
Fx: (262) 650-7210**

To: Berglund Construction
Attn: Chris Byers
Re: Southport Beach House

Date: 2.28.2024

Metal grillwork with plexiglass insert with screening material where area that don't revived the Plexiglass. Screening will be aluminum mesh.

Final Price: \$9897

If interior screen isn't required, please deduct \$6,974 to the final price.

Please add \$2,400 for installation

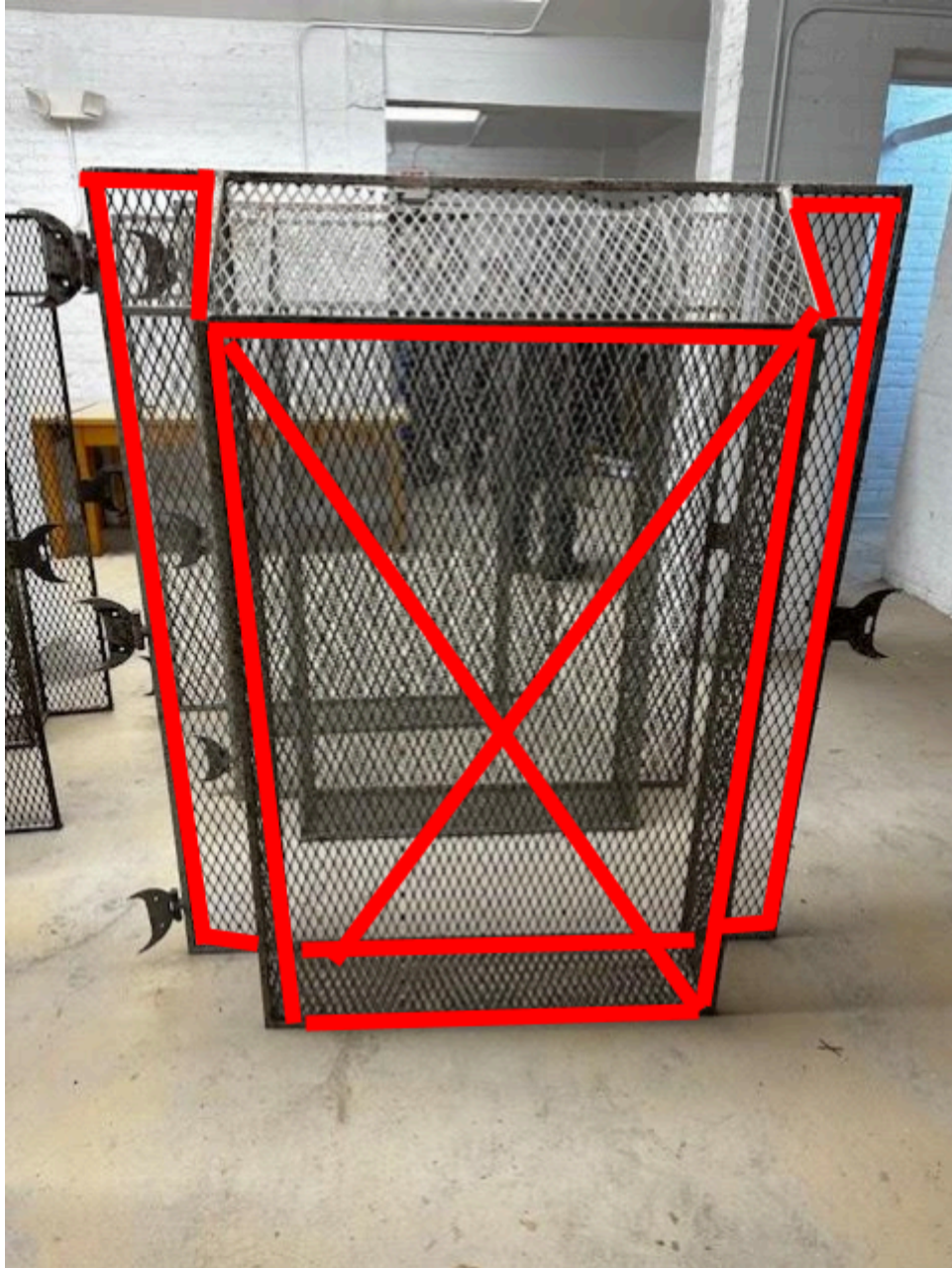
Qualifications: Make sure that there is adequate anchoring to support metal grill if KD glass is going to install

Respectfully Submitted,

Matt Longley
Project Manager

Existing Window Grills





Modified Grills



October 26th, 2023

PCO # 10 – ALTERATION PERMIT

PCO TYPE: OWNER CHANGE (“99”)

To: Mr. Mike Maki
 City of Kenosha, Wisconsin
 625 52nd Street, Room 308
 Kenosha, WI 53140
 Phone: 262-653-4038
 E-mail: mmaki@kenosha.org

RE: Southport Beach House Phase 4
 Kenosha, WI

BCC PROJECT #: 122023-
ARCHITECT PROJECT #: N/A

Dear Mr. Maki:

We are pleased to submit our proposal to complete the following work:

Provide alteration permit.

SCHEDULE DELAYS/ADDITIONAL DAYS TO CONTRACT TIME: 0

BERGLUND & SUBCONTRACTOR WORK:

CO Item #	CO Item Description	CO Item Notes	Subtotal
1	Alteration Permit		\$ 2,746.00
2	Markup		\$ 0.00
3	Insurance and Bond		\$ 0.00

REQUEST FOR CHANGE ORDER TOTAL: \$ 2,746.00

BERGLUND CONSTRUCTION COMPANY	ENGBERG ANDERSON	<i>Authorized:</i> CITY OF KENOSHA
By: _____	By: _____	By: _____
Printed Name: John Padberg	Printed Name: _____	Printed Name: _____
Title: Project Executive	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100
Kenosha, WI 53140

PHONE: 262.653.4263 • FAX: 262.653.4254

COMMERCIAL ALTERATION PERMIT# 195953

BERGLUND CONSTRUCTION
1650 MILLER PARK WAY
MILWAUKEE, WI 53214

Contractor Type:
License #
Phone: 262.483.6180

PROJECT INFORMATION

PROPERTY OWNER/PROJECT NAME:

CITY OF KENOSHA
625 52ND STREET ROOM 308
KENOSHA, WI 53140
262.653.4038

Project Address: 7501 2ND AVENUE

Business Name:

Parcel No.: 06-123-08-226-001

Date Issued: 03/24/23

Construction Type: EXISTING BUILDING

Total Permit Fee: \$2,746.00

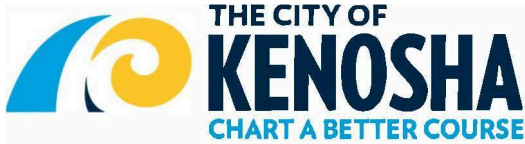
Receipt Number: 33121

Paid by: BERGLUND

- **Work must begin within sixty (60) days.**
- **Work must be complete on one-family, two-family and multi-family new dwellings within one (1) year.**
- **Work must be complete on residential additions, residential alterations, electric, plumbing, HVAC, and accessory buildings within six (6) months.**
- **Work must be complete on new construction or additions to public buildings within two (2) years.**
- **Fence installation shall be completed within one-hundred and eighty (180) days from issuance of permit.**

----- DUPLICATE COPY -----

THIS PERMIT MUST BE POSTED AS TO BE VISIBLE FROM THE STREET



CITY DEVELOPMENT

MEMO

TO: Alderman Eric Haugaard, Chairman, Parks Commission
Members of Parks Commission

FROM: Mike Maki, AICP, Sr. Community Development Specialist, City Development *MM*

RE: Change Order 1 for Project 23-1424 Southport Beach House, Phase 5 Exterior Renovations
(7835 Third Avenue). (District 3)

DATE: Apr 3, 2024

Background Information

The attached change order request pertains to an increase in the contract price and an extension of the contract period for Project No. 23-1424, Southport Beach House, Phase 5 Exterior Renovations.

This change is for a change order for replacement of concrete coping blocks on top of the two courtyard walls. The base bid anticipated that only one-half of the coping blocks would need to be replaced. After removal by the contractor, almost all will be required to be replaced. New limestone pieces are slightly more expensive than pre-cast concrete, so it is being recommended to replace with limestone.

The change order reflects a contract price increase of \$7,000, which is within budgeted funds for the project.

Please contact Mike Maki at mmaki@kenosha.org if you have any questions.

Recommendation: Staff recommends approval of the change order to extend the contract period and to increase the contract price.

THE CITY OF KENOSHA

CHANGE ORDER

Project Name: Southport Beach House, Phase 5 Exterior Renovations

Project Number: 23-1424

C.I.P. Line Item: PK-18006

Purchase Order #: 230870

Contractor: Berglund Construction Company

Public Works Committee Action: 4/08/2024

Finance Committee: 4/15/2024

Date of Common Council Action: 4/15/2024

City and contractor agree that the above contract is amended by **increasing** the amount of the contract by **\$7,000 (\$4,865.87 for change orders and an additional \$2,134.13 for contingency)** from **\$500,000.00** to **\$507,000**. This amendment shall have the effect of **increasing** the date of project completion to **June 30, 2024**. This amendment is needed to fully fund concrete step repairs after a change order for limestone wall coping.

This change order is approved by:

CONTRACTOR

CITY OF KENOSHA, MAYOR

DATE

DATE



February 27th, 2024

PCO # 01 – COPING CAP REPLACEMENT

PCO TYPE: OWNER CHANGE ("99")

To: Mr. Mike Maki
 City of Kenosha, Wisconsin
 625 52nd Street, Room 308
 Kenosha, WI 53140
 Phone: 262-653-4038
 E-mail: mmaki@kenosha.org

**RE: Southport Beach House Phase 5
 Kenosha, WI**

**BCC PROJECT #: 123021
 ARCHITECT PROJECT #: N/A**

Dear Mr. Maki:

We are pleased to submit our proposal to complete the following work:




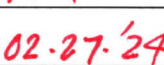
Provide all new limestone wall coping caps to replace all existing copings.

SCHEDULE DELAYS/ADDITIONAL DAYS TO CONTRACT TIME: 0

BERGLUND & SUBCONTRACTOR WORK:

CO Item #	CO Item Description	CO Item Notes	Subtotal
1	Limestone Coping Caps	50% of total	\$ 4,315.00
2	Markup		\$ 431.50
3	Insurance and Bond		\$ 119.37

REQUEST FOR CHANGE ORDER TOTAL: \$ 4,865.87

BERGLUND CONSTRUCTION COMPANY	ENGBERG ANDERSON	<i>Authorized:</i> CITY OF KENOSHA
By: _____	By: 	By: 
Printed Name: John Padberg	Printed Name: _____	Printed Name: Michael Maki
Title: Project Executive	Title: 	Title: City Project Manager
Date: _____	Date: 	Date: 02/29/2024



Gary Galassi
Stone & Steel

44 E. Devonwood Ave.
Romeoville, IL 60446
Ph: 815-886-3906 Fax: 815-886-4461
www.ggsas.com

Proposal # 24-061 Berglund

February 5, 2024

John McHugh
773-449-2205
jmchugh@berglundco.com

Southport Beach House
Kenosha, WI

Indiana Limestone: *Standard Buff*

(1)	120'-0" x 1'-4" x 3 3/8"	Wall Coping – smooth	\$5,130.00
(2)	3'-4" x 1'-4" x 3 3/8"	Ramped Coping – smooth	\$2,250.00

Sub Total:	\$7,380.00
Shipping:	\$ 750.00
<u>Field Measure</u>	<u>\$ 500.00</u>
Total:	\$8,630.00

*Tax Exempt w/ certificate

TERMS AND CONDITIONS

Seller shall not be bound by any document other than the Agreement and any schedules attached thereto.

Acceptance of proposal requires signature below. Proposal good for 180 days.

A 50% deposit is due prior to shop drawings or stone fabrication.

Pricing above includes one set of shop drawings, where applicable. Production of stone will be scheduled once the customer approves the shop drawings and proposals in writing. Shop drawings will begin once the proposal is approved in writing, unless the customer pays for shop drawings in advance.

Seller shall perform all Work in accordance with this Agreement.

Seller shall complete its work under this Agreement. If Seller fails to prosecute the Work diligently and properly, under the terms of this Agreement, Seller must be given written notice 72 hours before any such action can be implemented, and such notice must detail the reason(s) therefor. Furthermore, if Seller is making all reasonable and diligent efforts to correct the circumstance(s) identified in the aforesaid notice, Buyer shall not take any action. Seller shall not be obligated to correct any improper or defective Work or material discovered during the actual performance of the Work or during any applicable warranty period that was caused by Buyer, General Contractor, Owner, Architect or by any third parties. **The Seller warrants its work against all deficiencies and defects in materials and/or workmanship without cost to Buyer, General Contractor or Owner, for the period of one year (“Warranty Period”) from the date of substantial completion of all or a designated portion of Seller’s Work.**

Buyer shall make any Progress Payments to Seller no later than 90 days following Subcontractor’s submission of its pay application, regardless of whether General Contractor or Owner has paid Buyer. Buyer shall not unreasonably withhold acceptance of Seller’s work. Buyer shall pay Seller its final Payment for its work, no later than 90 days after submission of Seller’s final pay application. No payment due Seller shall be subject to Buyer having first received payment from the General Contractor or Owner. This Agreement is not subject to a pay when paid clause or a pay if paid clause.

Seller shall not perform any change in the work unless it has received a change order or field order in writing, subject to the sole approval of Seller, and signed by Buyer prior to performing such change. The contract price will not be revised due to any change of the work, including extra work, except as expressly provided in the written change order. No time extension shall be granted to Seller because of a change order unless it is expressly stated therein.

In the event Seller’s performance of this Contract is delayed or interfered with by acts of the Buyer, Owner, General Contractor, subcontractors or suppliers, it may request an extension of the time for the performance of its work and may be entitled to an increase in the contract price or to damages or additional compensation as a consequence of such delays or interference.

Buyer shall indemnify, defend, and save harmless Seller, its successors and assigns from any and all claims, suits or liability for damages to property including losses of use thereof, injuries to persons, including death and from any other claims, suits or liability on account of acts or omissions of Buyer or any of its subcontractors, suppliers, officers, agents, employees or servants, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Buyer’s duty hereunder shall not arise if such claims, suits or liability, injuries or death or other claims or suits are caused by the sole negligence of Seller. Buyer’s obligation hereunder shall not be limited by the provision of any Workers’ Compensation act or similar statute.

In the event that Buyer fails to so defend, indemnify, and save Seller harmless, for any default or failure to perform any of

its obligations under the Agreement, Seller shall have full rights to defend, pay or settle any claim, action, liability, loss, damage, or suit on its behalf without notice to the Buyer and with full rights to recourse against Buyer for all fees, costs, expenses, and payments made or agreed to be paid to discharge said claim.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois. This Agreement is non-assignable by Buyer except by the express written consent of Seller.

If either party fails to perform any of its obligations hereunder or if a dispute arises between the parties hereto, then the defaulting party or the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party on account of such default, and/or in enforcing or establishing its rights hereunder, including, but not limited to that party's court costs and attorneys' fees.

This Agreement supersedes all previous understandings and agreements and constitutes the entire agreement between Seller and Buyer. This Agreement shall be binding upon and shall inure to the benefit of both Seller and Buyer and their respective heirs, personal representatives, successors, and assigns.

Seller agrees that it is and will remain during the performance of this Contract, an independent contractor.

All notices shall be in writing addressed to the parties at the addresses set out in this Contract unless subsequently changed in conformance with this notice provision and shall be considered as delivered on the third business day after the date of mailing if sent certified mail or when received in all other cases, including telecopy or other printed electronic medium or personal delivery.

TERMS AND CONDITIONS ACCEPTED:

Seller: _____
Gary Galassi & Sons, Inc.
d/b/a Gary Galassi Stone & Steel

Buyer: _____

By: _____

By: _____

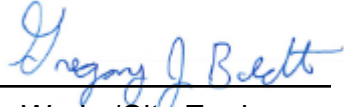
Its: _____

Its: _____

Dated this ____ day of _____, 2022.

April 5, 2024

To: Jack Rose, Chairperson, Public Works Committee

From: Gregory J. Boldt, PE 
Deputy Director of Public Works/City Engineer

Subject: Approval of Transportation Project Plan No. 30-241-001 (Amendment No. 3) for Right-of-Way Acquisition Associated with Project 23-1021 60th Street Reconstruction (50th Avenue to 55th Avenue), Segment 6 project. (District 11 & 15)

BACKGROUND INFORMATION

The original Transportation Project Plan was approved at the February 13, 2023, Public Works Committee and February 27, 2023, Common Council meetings. Amendment No. 1 was approved at the April 10, 2023, Public Works Committee and April 17, 2023, Common Council meetings. Amendment No. 2 was approved at the June 12, 2023, Public Works Committee and June 19, 2023, Common Council meetings.

The City was unable to acquire the right-of-way adjacent 5500 and 5406 60th Street (Kenosha Commons Apartment Complex). The revised Transportation Project Plan removes the acquisition of this property.

Background from Original Request:

As part of the 60th Street Reconstruction from 50th Avenue to 55th Avenue project, right-of-way acquisition is required for the installation of public sidewalks adjacent to three parcels as shown on the attached Transportation Project Plan and described below:

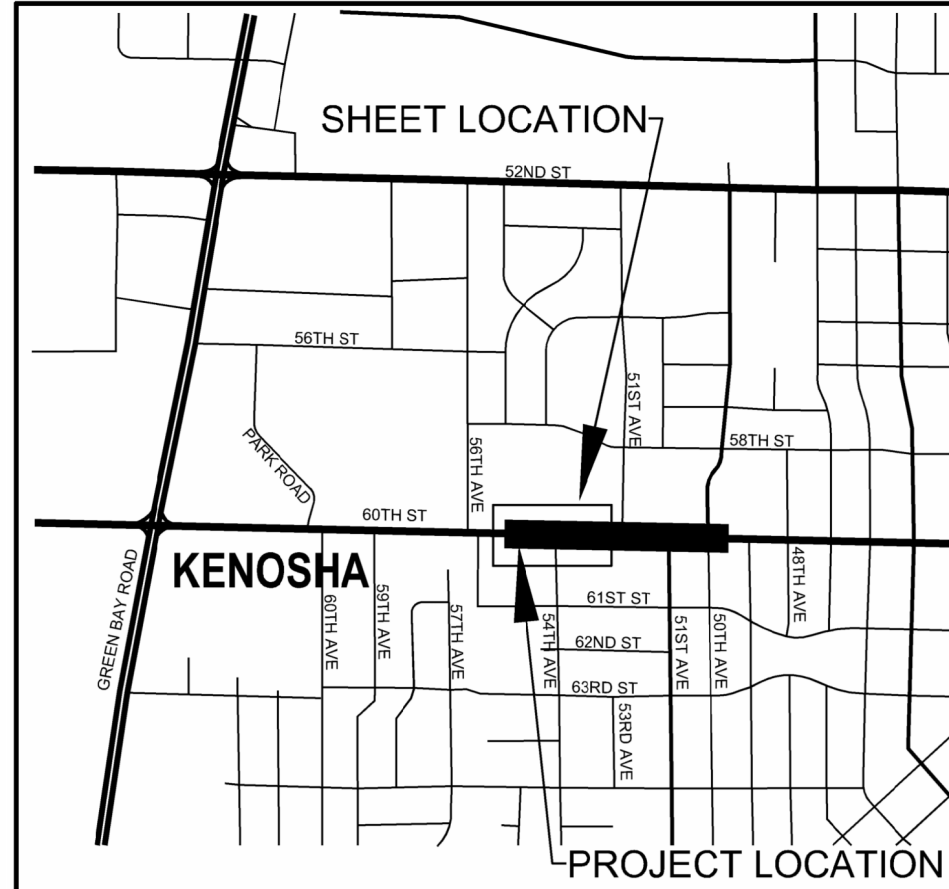
- 1. Kenosha Commons Harmony Housing, LLC, 5500 and 5406 60th Street (Kenosha Commons Apartment Complex): The existing sidewalk is currently on private property. Right-of-way will be acquired so the sidewalk is within the public right-of-way.*
- 2. Thomas Anderson, 5401 60th Street (Office Building: State Farm / Anderson Building): Additional right-of-way is required to install ADA compliant curb ramps at the intersection.*
- 3. Danny Gervais, 5305 60th Street (George's Club Highview): Currently there is no sidewalk adjacent to this property. Right-of-way is required to install new concrete sidewalk.*

Right-of-way acquisition for this project is included in the adopted 2023 Capital Improvement Plan (IN-11-005) with \$25,000.00 budgeted.

Once the Transportation Project Plan is approved and recorded, the property segments to be acquired will be appraised to determine appropriate property owner payment.

RECOMMENDATION

Approval of Transportation Project Plan No: 30-241-001 (Amendment No. 3) and recommend Common Council approval of Transportation Project Plan.



THE NOTES, CONVENTIONAL SYMBOLS, AND ABBREVIATIONS ARE ASSOCIATED CITY OF KENOSHA 60TH STREET RECONSTRUCTION PROJECT 30-241-0001 AMENDMENT NO. 2

NOTES:

POSITIONS SHOWN ON THIS PLAN ARE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD27, IN U.S. SURVEY FEET. VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4" X 24" IRON REBAR), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, OR FROM CENTERLINE OF EXISTING PAVEMENTS.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

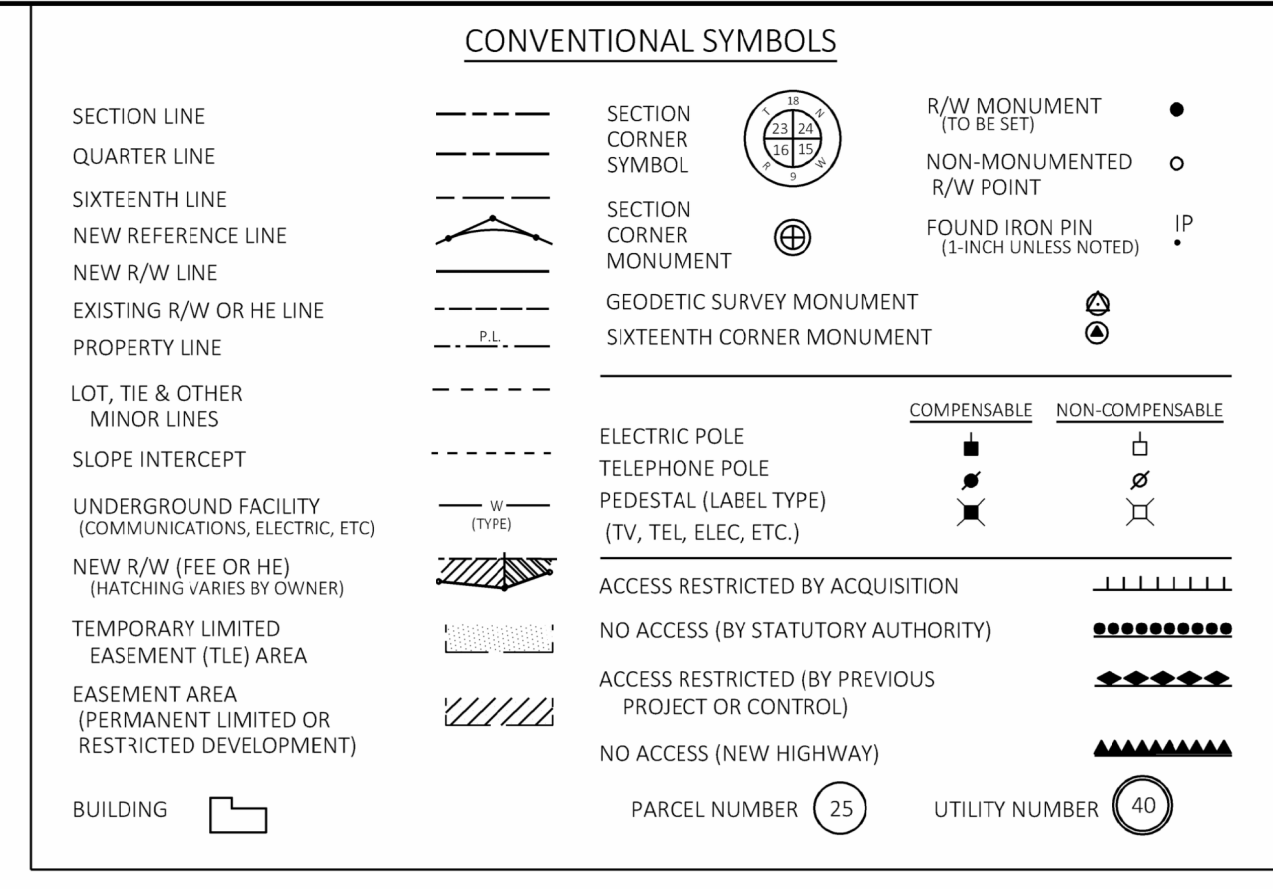
DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

PROPERTY LINES SHOWN ON THIS PLAN ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAN MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

PARCEL IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE SCHEDULE OF LANDS & INTERESTS REQUIRED.

EXISTING HIGHWAY RIGHT-OF-WAY FOR STATE HIGHWAY 60TH STREET SHOWN HEREIN BASED ON THE FOLLOWING POINTS OF REFERENCE:

HIGHVIEW COUNTRY HOME SUBDIVISION, KENOSHA COMMONS CONDOMINIUM, KENFAIR SUBDIVISION, HIGHVIEW COUNTRY HOME SUBDIVISION.



TRANSPORTATION PROJECT PLAN NO: 30-241-0001 AMENDMENT NO. 3, REMOVES PARCEL 1

PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 22 EAST AND PART OF THE NORTHWEST QUARTER OF SECTION 02, TOWNSHIP 1 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

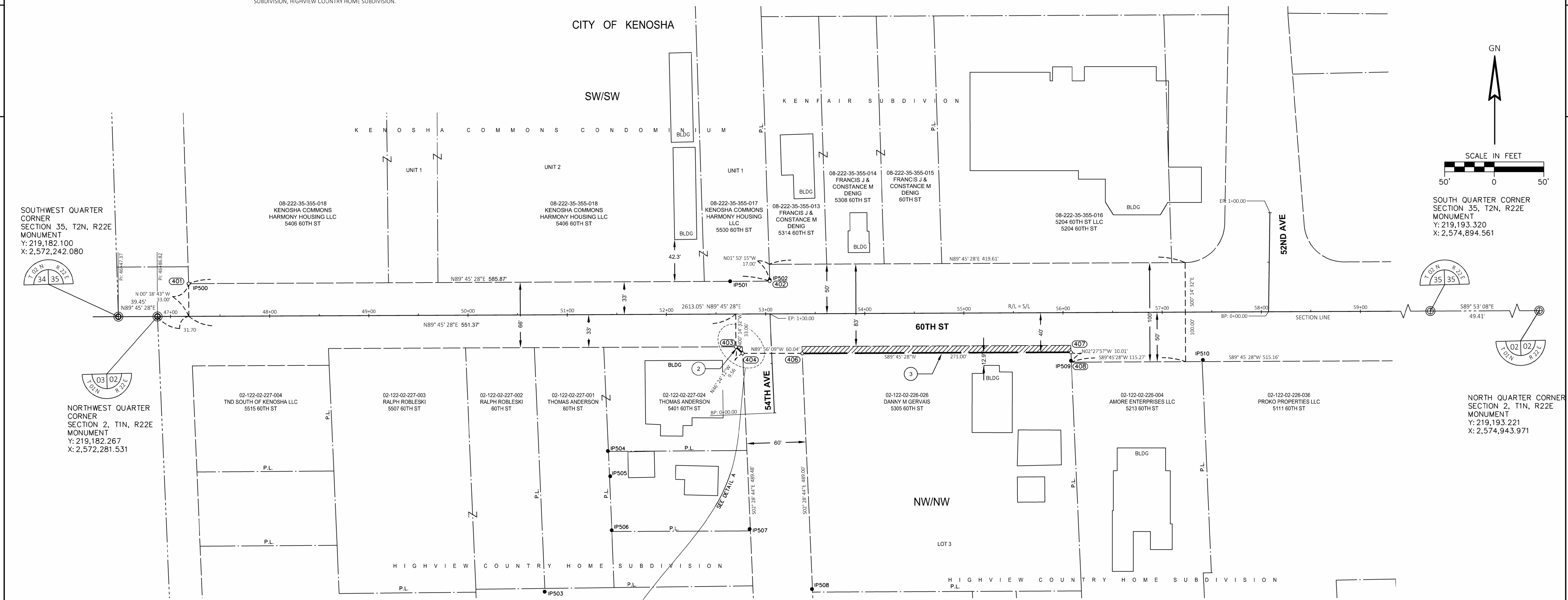
60TH ST RECONSTRUCTION (SEG 6) 55TH AVE TO 50TH AVE

TO PROPERLY ESTABLISH, LAY OUT WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE OR MAINTAIN A PORTION OF THE STREET DESIGNATED ABOVE, THE CITY OF KENOSHA DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID STREET AND ACQUIRE CERTAIN LANDS AND INTERESTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SUBSECTIONS 84.02 (3), 84.09 AND 84.30, WISCONSIN STATUTES, THE CITY OF KENOSHA HEREBY ORDERS THAT:

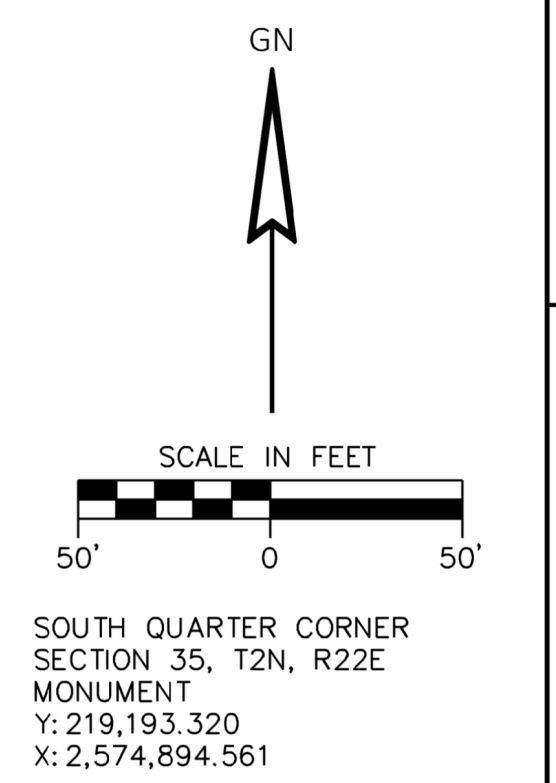
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE-NAMED PROJECT.
2. THE LANDS OR INTERESTS OF RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF KENOSHA, PURSUANT TO THE PROVISIONS OF SUBSECTION 84.09 (1) OR (2), WISCONSIN STATUTES.

RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 30-241-0001
AMENDMENT NO: 3



SOUTHWEST QUARTER CORNER SECTION 35, T2N, R22E MONUMENT
Y: 219,182.100
X: 2,572,242.080

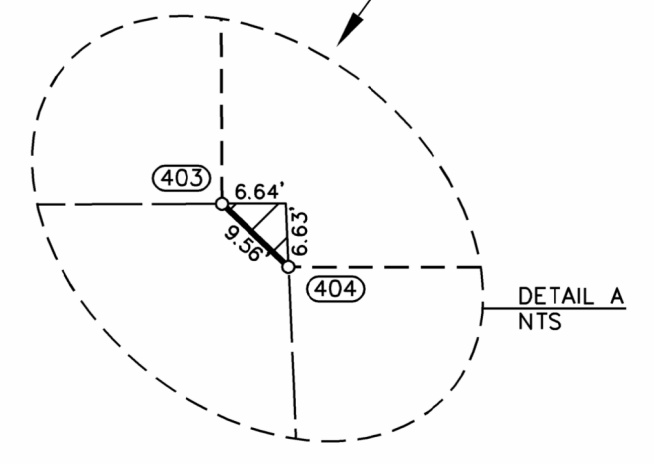
NORTHWEST QUARTER CORNER SECTION 2, T1N, R22E MONUMENT
Y: 219,182.267
X: 2,572,281.531



SCHEDULE OF LANDS & INTERESTS REQUIRED

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	R/W	SQUARE FOOT REQUIRED	FOOT	T.L.F.	S.F.
				NEW	EXISTING	TOTAL	
2	THOMAS ANDERSON	FEE	22	--	22	0	0
3	DANNY M GERVAIS	FEE	1,882	--	1,882	0	0

ALL AREAS SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED



EXISTING MONUMENTS

POINT#	STATION	OFFSET	Y	X
500	47+18.46	32.88' LT	219,215.28	2,572,313.03
501	52+64.43	33.13' LT	219,217.84	2,572,858.99
502	53+04.33	34.34' LT	219,219.22	2,572,898.88
503	50+76.16	279.29' RT	218,904.62	2,572,672.04
504	51+40.36	137.65' RT	219,046.54	2,572,735.65
505	51+42.63	163.08' RT	219,021.12	2,572,738.02
506	51+43.88	217.53' RT	218,966.67	2,572,739.51
507	52+82.99	216.96' RT	218,967.83	2,572,878.61
508	53+45.63	277.77' RT	218,907.28	2,572,941.51
509	56+07.80	48.50' RT	219,137.66	2,573,202.70
510	57+40.91	48.28' RT	219,138.45	2,573,335.81

COORDINATE TABLE - FEE POINT

POINT#	STATION	OFFSET	Y	X
401	47+18.48	33.00' LT	219,215.40	2,572,313.05
402	53+04.35	33.00' LT	219,217.88	2,572,898.91
403	52+69.89	33.06' RT	219,151.68	2,572,864.73
404	52+76.79	39.68' RT	219,145.09	2,572,871.66
406	53+37.22	40.00' RT	219,145.02	2,572,931.70
407	56+07.82	40.00' RT	219,146.16	2,573,202.69
408	56+08.21	50.00' RT	219,136.17	2,573,203.12



I, CRAIG RILEY PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.09S OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF KENOSHA, I HAVE MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: *Craig W. Riley* DATE: 3/18/2024
 PRINT NAME: CRAIG W. RILEY
 REGISTRATION NUMBER: S-2264

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR CITY OF KENOSHA

SIGNATURE: _____ DATE: _____
 PRINT NAME: GREGORY J. BOLDT



KATIE ELDER, CPRP
Director of Parks

March 20, 2024

TO: Eric Haugaard, Chairperson, Park Commission
FROM: Katie Elder, Director of Parks
SUBJECT: Approval of agreement with Great Lakes Yacht Sales, Inc. for use of Simmons Island Marina

Background

The City has held an agreement with Great Lakes Yacht Sales, Inc. since 2008 to operate the Simmons Island Marina, including the fish cleaning station. The proposed agreement includes the following highlights:

- Vehicular traffic gates at the east parking lot shall remain open during park hours.
- Hours of the fish cleaning station shall be open to the public 6 days a week for 6 hours on weekdays and 8 hours on weekends throughout the boating season.
- City is responsible for repairs to the grinders, plumbing and electrical system of the fish cleaning station.
- City to pay for all water utility charges for the building.
- In 2024 the City will pay for all electric charges to the building.
- Agreement is for 5 years with the option to add two additional terms of 5 years each.
- Rent is \$18,000/year with 3% increase each year
- City is responsible for maintenance and repair of seawall, promenade/walkway, bulkhead, east parking lot and exterior of the restroom building, and sharing cost of weed control.

Recommendation

The Department of Parks is requesting approval of the proposed Agreement with Great Lakes Yacht Sales, Inc. in order to continue operation of the Simmons Island Marina.

LEASE

By And Between

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

And

**GREAT LAKES YACHT SALES, INC.,
An Illinois Corporation**

THIS AGREEMENT, made and entered into by and between **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as “**CITY**”, and **GREAT LAKES YACHT SALES, INC.**, an Illinois corporation, organized and existing under the laws of the State of Illinois, with its principal office, at the time of Lease execution at 443 – 50th Street, Kenosha, Wisconsin 53140, hereinafter referred to as “**LESSEE**”.

W I T N E S S E T H:

WHEREAS, LESSEE has leased certain land from the City to operate a marina and provide marina services; and,

WHEREAS, LESSEE and **CITY** wish to continue to have a lease in place and have Lessee operate a marina on the premises; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Lease.

NOW, THEREFORE, in consideration of the mutual undertakings, understanding and agreements hereinafter set forth, **CITY** and **LESSEE** agree as follows:

ARTICLE 1 – DEFINITIONS

The following words and phrases shall have the meaning provided:

1.1 “ALTERATIONS” shall mean any exterior structural or design changes or additions made to the Premises.

1.2 “BOATING SEASON” shall mean the period beginning April 15 through October 31.

1.3 “BREACH” shall mean a violation or failure to perform any term, condition, duty or obligation of this Lease.

1.4 “HAZARDOUS MATERIAL” shall mean any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Wisconsin or the United States Government.

1.5 “HOLIDAY” shall mean a legal holiday, as observed by the **CITY**.

1.6 “IMPROVEMENT(S)” shall mean all construction, alteration, modification and addition to buildings and structures, including, without limitation, utility installations, curbs and sidewalks, plantings and landscaping, pavement and/or asphalt, docks/slips and fencing, (a) existing on the Land as of the date of this Lease; and, (b) constructed on the Land during the term of this Lease. The term “Improvements” shall include Required Improvements. Notwithstanding anything to the contrary contained herein, the term “Improvements” shall not include **LESSEE’S** trade fixtures, equipment, furnishings and other tangible personal property which is readily movable.

1.7 “LAND” shall mean the land legally described on Exhibit “1” and depicted on the Site Plan, Exhibit “2”.

1.8 “LEASE ADMINISTRATOR” shall mean the City Administrator of **CITY**, or designee thereof, who is authorized to administer the Lease for **CITY**, including, but not limited to, making interpretations, rendering decisions, requesting meetings and sending notices.

1.9 “MARINA” shall mean the Simmons Island Marina, located in Kenosha, Wisconsin, as more particularly described on Exhibit “2”.

1.10 “MARINA OPERATIONS” shall mean operation of recreational marina and incidental and/or related uses.

1.11 “PREMISES” shall mean the Land and Improvements located thereon.

1.12 “REGULATING SIGN(S)” shall mean a **CITY** sign which is related to public health, safety, welfare, parking and/or public transportation.

1.13 “RENT” shall include all amounts payable by **LESSEE** pursuant to the terms of this Lease, including any demands by **CITY** for reimbursement of payments made by **CITY**.

1.14 “REQUIRED IMPROVEMENTS” shall mean all those improvements required pursuant to the terms and conditions of that certain Marina Development Agreement, entered into by and between **CITY** and **LESSEE** concurrently herewith and incorporated herein by reference.

1.15 “OTHER DEFINITIONS”. The following words and phrases are defined in the body of this Lease, as noted: Building (Section 2.10.1); CPI-U (Section 5.2); CPI-U Adjustment Date (Section 5.2); East Parking Lot (Section 2.8); Fish Cleaning Station (Section 2.10.1); Launch Ramp Parking Lot (Section 2.9); Lessee’s Parties (Section 2.5); New Lease Request (Section 3.3); and Promenade/Walkway (Section 7.4).

ARTICLE 2 – PREMISES

2.1 PREMISES. **CITY** does hereby lease, let, and demise to **LESSEE** the **PREMISES** for its exclusive use, upon and subject to the terms, covenants and conditions of this Lease.

2.2 SIMMONS ISLAND MARINA. **LESSEE** shall at all times identify **PREMISES** solely as “Simmons Island Marina”. **LESSEE** acknowledges that **CITY** is the sole owner of the name “Simmons Island Marina”, and that **CITY** will retain full ownership rights to the name. **LESSEE** shall be permitted to use the name “Simmons Island Marina” for advertising, promotional and other lawful business purposes during the Lease term.

2.2.1 LESSEE shall cooperate with **CITY**, which from time to time, will host special events at the lakefront. **CITY** agrees to inform **LESSEE** of any planned special events at the lakefront.

2.3 PUBLIC BOAT LAUNCH. **LESSEE** acknowledges that the boat launch on the **PREMISES** is for the benefit of the public and shall not deny members of the public the right to use the boat launch. **LESSEE**, however, shall be entitled to charge and collect from members of the public a reasonable launch fee in accordance with guidelines established by the Wisconsin Department of Natural Resources. **LESSEE**, however, shall not charge government municipalities or agencies thereof including, but not limited to, **CITY** Kenosha County, State of Wisconsin, and the United States Coast Guard a fee to utilize the boat launch.

2.4 IMPROVEMENTS AND PERSONAL PROPERTY. **LESSEE**, at its own expense, shall provide all Improvements and personal property required for its Marina Operations.

2.5 ENVIRONMENTAL CONDITION. **LESSEE** shall comply with all environmental laws relating to Hazardous Materials affecting **PREMISES** and the business conducted thereon by **LESSEE**, or any activity or condition on or in **PREMISES**. If **LESSEE** or its agents, employees, sublessees, assignees, licensees, contractors or invitees (“**LESSEE’S**”

Parties”) breaches the obligations stated in this Section 2.5., or if the presence of Hazardous Materials on **PREMISES** caused or permitted by **LESSEE** or **LESSEE’S** Parties results in contamination of **PREMISES**, then **LESSEE** shall indemnify, defend and hold **CITY** and **CITY’S** officials, employees and agents harmless from any and all claims, judgments, damages, suits, causes of action, penalties, fines, costs, liabilities or losses, including, without limitation, diminution in value of **PREMISES** and sums paid in settlement of claims, attorneys’ fees, consultant fees and expert fees, which arise during or after the Lease term as a result of such contamination. Without limiting the foregoing, if the presence of any Hazardous Materials on **PREMISES** caused or permitted by **LESSEE** or any of **LESSEE’S** Parties results in any contamination of **PREMISES**, **LESSEE** shall promptly take all actions at its sole expense as are necessary to return **PREMISES** to the condition existing prior to the introduction of any such Hazardous Materials to **PREMISES**; provided that **CITY’S** approval of such actions shall first be obtained, which approval shall not be unreasonable withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on **PREMISES**. **LESSEE** shall promptly notify **CITY** of any release of Hazardous Materials in **PREMISES** which **LESSEE** becomes aware of during the term of this Lease, whether caused by **LESSEE**, **LESSEE’S** Parties or any other persons or entities. The provisions of this Section 2.5 shall survive the expiration or earlier termination of this Lease and **LESSEE’S** surrender of **PREMISES** to **CITY**.

2.6 ACCEPTANCE. **LESSEE**, by executing this Lease, and upon receipt on an Occupancy Permit, accepts **PREMISES** as suitable for **LESSEE’S** intended purposes, “as is”, subject to governmental regulations and the use limitations and obligations imposed on **LESSEE** by this Lease. This acceptance is limited only by any obligations **CITY** has explicitly undertaken in this Lease.

2.7 RIGHT-OF-ENTRY AND EASEMENTS.

2.7.1 This Lease is subject to all existing easements and encumbrances of record affecting **PREMISES**. **CITY** reserves to itself, its agents and utility companies the right to grant or create, or to require **LESSEE** to grant or create any additional reasonable and necessary easements for the construction and maintenance of utilities. **CITY**, in exercising this right, shall use its best efforts to minimize interference with **LESSEE’S** Marina Operations.

2.7.2 **CITY** reserves right-of-entry to **PREMISES** necessary for access to **CITY** public improvements on or off **PREMISES**, including offshore improvements. **CITY**, by its officers, employees, agents and contractors, shall have the right, at its own cost and expense, to maintain existing and install future public improvements on the **PREMISES** and the right to enter upon **PREMISES** at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of **CITY**, be necessary or advisable. It is specifically understood and agreed that the reservation of such right by **CITY** shall not impose or be construed to impose upon **CITY** an obligation to construct, install, repair, replace or alter any utility, mechanical, electrical or other systems now or hereafter to be located on **PREMISES** for the purpose of providing utility services

to **PREMISES**. **CITY**, in exercising this right, shall use its best efforts to minimize interference with **LESSEE'S** Marina Operations.

2.8 EAST PARKING LOT. The “**EAST PARKING LOT**” shall be that parking lot to the east of the harbor as more particularly depicted in Exhibit “2”.

2.8.1 LESSEE shall keep the gates regulating vehicular traffic open during park hours.

2.8.2 LESSEE may use a portion of the **EAST PARKING LOT** for storage of boats and/or docks. Storage of any other material is prohibited. Should **LESSEE** utilize the **EAST PARKING LOT** for storage **LESSEE** agrees that (a) the storage area is depicted and identified in Exhibit “3”; (b) is subject to **CITY'S** Ordinances and requirements; (c) **LESSEE** shall obtain **CITY'S** written approval prior to changing or modifying the area; (d) it may do so only at times other than the Boating Season; (e) it will erect temporary fencing for said purpose that is acceptable to **CITY**, in its sole discretion; (f) all boats stored for storage shall be covered with white shrink wrap; (g) all boats stored will be stored on jack stands or trailers and **LESSEE** specifically agrees not to store boats in cradles or any other device; and, (h) **LESSEE** will take all steps necessary to avoid damaging the surface of the parking lot during such storage period.

2.9 LAUNCH RAMP PARKING LOT. The “**LAUNCH RAMP PARKING LOT**” shall be that parking lot at the north end of the **PREMISES** as more particularly depicted in Exhibit “2”. **LESSEE** shall not limit, in any manner whatsoever, the public’s access to and proper use of the **LAUNCH RAMP PARKING LOT**.

2.10 FISH CLEANING STATION.

2.10.1 LESSEE agrees to keep the Fish Cleaning Station open to the public six (6) days a week, excluding Monday, for six (6) hours each week day the Fish Cleaning Station is open between the hours of 8 a.m. and 6 p.m., and be open eight (8) hours each day on the weekend during the Boating Season unless otherwise agreed to by the Parks Director. In determining the hours **LESSEE** is to consider the frequency of the public’s use of the Fish Cleaning Station and the weather. Furthermore, **LESSEE** agrees not to charge a fee to the public for the use of the Fish Cleaning Station unless it has obtained prior approval from **CITY**. The “Fish Cleaning Station” shall consist of the fish cleaning table and related equipment in the northeast corner of the building commonly known as 4501 – 5th Avenue, (“Building”), located at the northwest portion of the **PREMISES**.

2.10.2 LESSEE shall be responsible for the daily monitoring, supervision and maintenance of the Fish Cleaning Station as set forth in Exhibit “4”, attached hereto. **CITY** shall be responsible for any repairs to the Fish Cleaning Station, including repairs to the grinders, plumbing and electrical system. Should, however, any damage to the Fish Cleaning Station

requiring repair be caused by the negligent or intentional acts or omissions of **LESSEE**, **LESSEE** shall be responsible for such repairs and **LESSEE** agrees to make such repairs within forty-eight (48) hours. **LESSEE'S** omission in performing or failing to properly perform its responsibilities as set forth in Exhibit "4" shall be considered negligent or intentional acts or omissions for which **LESSEE** is responsible to make any repairs to the Fish Cleaning Station. **LESSEE'S** failure to make such repairs within that time shall be considered an act of default.

2.10.3 CITY shall pay all water utility charges for the Building. **CITY** shall be responsible for all electric utility charges for the Building for the entirety of 2024. The Parties agree that they will work together in order to determine proper distribution of electric utility charges after 2024. Starting January 1, 2025, unless otherwise agreed upon by the parties, **LESSEE** shall pay all electric utility charges to the Building. **LESSEE** shall be entitled to bill **CITY** on a monthly basis the sum of One Hundred (\$100.00) Dollars as and for **CITY'S** share of the monthly electric utility charges for the Building.

2.10.4 LESSEE shall not limit, in any manner whatsoever, the public's access to and proper use of the roof to the fish cleaning station.

ARTICLE 3 – TERM

3.1 INITIAL TERM. This Lease shall be effective following **CITY** approval and execution by the parties, and shall have a term of five (5) years, unless earlier terminated or extended as provided in this Lease.

3.2 OPTION TO RENEW. **LESSEE** shall have the option to renew this Lease for two (2) additional terms of five (5) years upon the same terms and conditions contained in this Lease, except this option to renew, provided **LESSEE** gives **CITY** written notice of **LESSEE'S** intention to exercise said option at least ninety (90) days prior to the expiration of the preceding term (initial term or renewal term, as the case may be) of this Lease; and provided further that **LESSEE** is not in default, but is in full compliance with all of the terms and provisions of this Lease, and any renewal thereof, at the time of exercise of such option to renew. If **LESSEE** fails to exercise any of its options to renew, then all subsequent option(s) to renew shall be deemed null, void and of no effect.

3.3 NEW LEASE. Within one hundred eighty (180) days prior to the expiration of the term of this Lease, as extended, **LESSEE** may file a written request with **CITY** for the privilege of negotiating a new lease ("New Lease Request"). Upon receipt of the New Lease Request, Lease Administrator will negotiate in good faith with **LESSEE** from the date of receipt of the New Lease Request until the date of termination of this Lease. In negotiating a new lease, **CITY** and **LESSEE** may review and consider all terms, covenants and conditions of this Lease, including, but not limited to, term and Rent and may consider new terms, covenants, conditions and obligations.

3.4 LESSEE’S RIGHTS UPON EXPIRATION OR TERMINATION.

3.4.1 Upon the expiration or earlier termination of this Lease, **LESSEE** shall deliver exclusive possession of **PREMISES** to **CITY** in a first class condition and repair, reasonable wear and tear excepted. Any holding over after the expiration or earlier termination of the term of this Lease, without the consent of **CITY**, shall be construed to be a tenancy from month to month, cancelable by either **CITY** or **LESSEE** upon thirty (30) days written notice, and at Rent equal to one hundred fifty (150%) percent of the Rent as existed during the year immediately prior to the date of such expiration or earlier termination, and further upon the terms, covenants and conditions as existed (other than payment of Rent) during the month immediately prior to the date of such expiration or earlier termination. This Section 3.4.1 shall not be construed to create any express or implied right in **LESSEE** to holdover beyond the expiration or earlier termination of the Lease term.

3.4.2 Upon expiration or earlier termination of this Lease and surrender of **PREMISES**, **LESSEE** may remove its personal property to which title has not passed to **CITY** pursuant to Article 4, upon the condition that it be responsible for the cost of removal of such personal property and cost of repair of any damage to **PREMISES** occurring in the course of such removal. In the event **LESSEE** fails to remove its personal property as provided herein, title to such personal property shall pass to **CITY** at the end of the term of this Lease.

ARTICLE 4 – PERSONAL PROPERTY

4.1 OPTION TO PURCHASE. In consideration of this Lease and the mutual covenants contained therein, upon expiration of this Lease or earlier termination, **LESSEE** gives **CITY** an exclusive option to purchase some or all, in the **CITY’S** sole discretion, the personal property utilized by **LESSEE** in its **MARINA OPERATIONS** on the **PREMISES** including, but not limited to, docks, deicing equipment and washers/dryers. The option shall be exercised in writing by **CITY** within ninety (90) days of the expiration of the Lease. Should **CITY** fail to exercise its option the same shall become null and void and **LESSEE** shall be relieved of its obligations thereunder. **CITY** shall purchase the personal property at a price equal to its fair market value. Should **CITY** and **LESSEE** be unable to agree on the fair market value of an item of personal property within thirty (30) days of **CITY** exercising the option the fair market value shall be determined by a panel of three appraisers selected as follows: one by **CITY**, one by **LESSEE** and one by the first two appraisers so selected. Each party shall pay the fees and expenses of the appraiser shall be borne equally by both parties. Each party shall identify the appraiser chosen by it within ten (10) days of a party’s written notice to the other of its desire to submit the valuation to the panel of appraisers. The appraisers so chosen shall agree upon a third appraiser within ten (10) days of the parties having identified their respective appraisers. The decision of the appraisers shall be rendered within thirty (30) days from the date of appointment of the third appraiser and such decision shall be final and binding upon the parties. The closing shall be within ninety (90) days of the determination of the fair market value of all the personal

property for which the **CITY** asserts its option rights. **LESSEE** shall, at closing, deliver the personal property free and clear of all liens and encumbrances.

4.2 BREACH BY LESSEE. Should this Lease be terminated early due to **LESSEE'S** vacating the **PREMISES**, cessation of its **MARINA OPERATIONS** on the **PREMISES** or other breach or act of default by **LESSEE** agrees that all personal property and improvements utilized by **LESSEE** in its **MARINA OPERATIONS** on the **PREMISES** including, but not limited to, docks, deicing equipment and washer/dryers shall become the property of **CITY**. **CITY** shall be entitled to invoke any right and remedy allowed at law or in equity, including, but not limited to, the right to reenter the **PREMISES** to take possession of said personal property without being deemed guilty of conversion of any such similar claim.

ARTICLE 5 – RENT PAYMENTS

5.1 RENT. **LESSEE** shall pay annually to **CITY**, for use and occupancy of **PREMISES**, rent in the amount of Eighteen Thousand (\$18,000.00) Dollars, subject to an annual increase set forth in Section 5.2. Payment of Rent shall be made, without any prior demand therefor, and without deduction or offset of any nature, in two (2) installments due on or before the first of April and October of each year.

5.2 ADJUSTMENT TO BASE RENT. Effective on the first anniversary of the commencement of this Lease and every year thereafter, **CITY** and **LESSEE** agree that the Rent shall increase at a rate of three (3%) percent from the Rent amount the year before.

5.3 LATE PAYMENTS. Late payments of any Rent shall be subject to interest, payable at the rate of one and one-half (1.5%) percent per month on the unpaid balance due, until paid in full.

ARTICLE 6 – IMPROVEMENTS

6.1 OTHER IMPROVEMENTS. Except for Required Improvements, **LESSEE** shall initially obtain the prior written approval of Lease Administrator to make any Improvements or alterations to the **PREMISES**. All Improvements and Alterations shall be completed in accordance with the plans, specifications and working drawings approved by Lease Administrator. Such approval, however, is subject to the requirements of Section 6.3 herein below. In addition, all Improvements and Alterations shall at once become a part of the **LAND** and belong to the **CITY**. Notwithstanding the fact said Improvements and Alterations become a part of the **LAND**, **CITY** shall have the right to demand the removal of said Improvements and Alterations upon termination of this Lease and **LESSEE** shall be responsible for all costs of the removal, including the cost of damage to the **PREMISES** caused by the removal.

6.2 APPROVALS AND PERMITS. The construction and installation of Improvements and Alterations and building occupancy are subject to compliance with **CITY** General and Zoning Ordinances, obtaining approvals and permits required under **CITY** Ordinances and all other applicable governmental regulations.

6.3 CONSTRUCTION LIENS. **LESSEE**, in making Improvements upon **PREMISES**, shall not grant permission for or permit any liens for labor or materials to attach to **PREMISES**, not allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against **PREMISES**. In order to void such liens, **LESSEE** shall promptly pay or cause to be paid all bills for labor and materials. **LESSEE** shall, at **CITY'S** request, provide **CITY** with enforceable and final lien releases (and other evidence reasonable requested by **CITY** to demonstrate protection for liens) from all persons furnishing labor and/or materials with respect to **PREMISES**. **CITY** shall have the right at all reasonable times to post on **PREMISES** and record any notices of nonresponsibility which it deems necessary for protection from such liens. In the event any involuntary lien attaches to **PREMISES**, **LESSEE** shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the **CITY** Clerk/Treasurer until the lien is discharged. Nothing contained herein shall preclude **LESSEE** or its contractors from, in good faith, defending against claims by labor or material suppliers which it believes unwarranted, provided **LESSEE** makes a timely escrow deposit with the **CITY** Clerk/Treasurer equal to the amount necessary to discharge the applicable lien.

6.4 UNAUTHORIZED IMPROVEMENTS OR ALTERATIONS. Should **LESSEE** make any Improvements, other than Required Improvements or Alterations, without prior **CITY** approval which are not satisfactory to **CITY**, the, upon written notice to do so, **LESSEE** shall remove the same, or if agreed upon by **CITY**, cause the same to be changed, modified or reconstructed to the satisfaction of **CITY**. Should **LESSEE** fail to comply with such notice within sixty (60) days of receipt thereof, or should **LESSEE** commence to comply therewith and fail to pursue such work diligently to completion, **CITY** may effect the removal, change, modification or reconstruction thereof, and **LESSEE** shall pay the cost thereof to **CITY**, with thirty (30) days of written demand.

6.5 RISK OF LOSS. **LESSEE** assumes the risk of loss or damage to all of the Improvements located within **LAND** arising out of or in connection with the performance of the construction of any Improvements or Alterations. In the event of such loss or damage, **LESSEE** shall repair, replace, restore and/or reconstruct the Improvements without cost or expense to **CITY**.

6.6 INSPECTION. Lease Administrator or his designee shall have the right to inspect the construction and installation of Improvements and Alterations during **LESSEE'S** regular business hours to determine compliance with this Lease.

ARTICLE 7 –

OPERATION, USE, MAINTENANCE AND REPAIR OF PREMISES

7.1 OPERATION. LESSEE will use PREMISES for Marina Operations, in a manner consistent with the located along Lake Michigan and for no other purposes. The Marina will be maintained in a first class, orderly, safe, clean and sanitary condition.

7.2 MAINTENANCE AND REPAIR.

7.2.1 LESSEE shall, at all times, and at its sole cost and expense, be responsible for all of the maintenance, repair, replacement and renovations of PREMISES, except as set forth at Sections 2.10.2 and 7.4 of this Lease, (a) in a manner consistent with the best-in-class of marinas located along Lake Michigan; (b) in accordance with relevant Federal, State and local laws, rules and regulations; (c) upon receipt of permits and governmental approvals, where required; (d) so as not to pose a hazard to person or property; and, (e) with due diligence, free of construction liens and in a first class and workmanlike manner.

7.2.2 In the event LESSEE fails to comply with 7.2.1 within a period of thirty (30) days, or in the case of 7.2.1(d) forty-eight (48) hours, following receipt of written notice, CITY, at its option and in addition to any remedies otherwise available to it, may enter PREMISES and complete the required maintenance, repairs, replacement or renovation, the cost and expense of which shall be payable to CITY by LESSEE within thirty (30) days following receipt of written demand therefor. Furthermore, should CITY undertake any work hereunder, LESSEE waives any claims for damages, consequential or otherwise, against CITY as a result therefrom, except claim for damages arising from CITY'S negligence. The foregoing shall in no way affect or alter the continuing obligations of LESSEE as set forth in this Lease and shall not impose upon CITY any further obligations for the maintenance, repair, replacement or renovation of PREMISES.

7.2.3 LESSEE shall be responsible for removal of snow from PREMISES and ice control.

7.3 LEGAL AND REGULATORY COMPLIANCE. LESSEE shall develop and operate PREMISES for Marina Operations in accordance with all Federal, State and local laws, rules and regulations.

7.4 CITY MAINTENANCE AND REPAIR. CITY shall be responsible for the maintenance and repair of the seawall, including the adjacent promenade/walkway ("Promenade/Walkway"), and bulkhead as more particularly depicted in Exhibit "2". City shall be responsible for any necessary repairs to the East Parking Lot and the exterior of the restroom and the Building. LESSEE shall immediately contact CITY through CITY'S Parks Department in the event of any damage to the East Parking Lot, Building, restroom, Promenade/Walkway and/or bulkhead. LESSEE shall also immediately contact CITY through CITY's Parks

Department in the event of any evidence of soil subsidence at or adjacent to the Promenade/Walkway and/or bulkhead.

ARTICLE 8 – OBLIGATIONS OF LESSEE

8.1 MONITON/INSPECT. **LESSEE** shall monitor all boats docked in or stored at the Marina to ascertain whether any boat is in such a condition that it is in danger of sinking, that there is a potential for damage to the boat, other boats or the Marina, or that the boat may release fuel, motor oil, Hazardous Materials, or other pollutants into the water or onto the land. In such event, **LESSEE** shall immediately notify appropriate governmental agencies, use its best efforts to notify the boat owner and take other actions necessary to safeguard other boats and the Marina. Derelict sunk, damaged, abandoned or junked boats on **PREMISES** shall be immediately removed upon discovery by **LESSEE** in accordance with all applicable governmental laws, rules and regulations. **LESSEE** shall also ensure that Improvements and equipment of the Marina and Marina Operations are operated safely and further that all safety equipment at the Marina is installed and maintained pursuant to all applicable laws, rules and regulations.

8.2 SECURITY. During the Boating Season, **LESSEE** shall provide twenty-four (24) hours, seven (7) days per week Marina security. Marina security will be provided by employees or independent security service providers.

8.3 BUSINESS HOURS. **LESSEE** shall have an Administrative/Office Building that is open seven (6) days per week for a minimum of thirty-six (36) hours per week, during the Boating Season.

8.4 WASTE OIL. **LESSEE** shall maintain the waste oil collection containers and dispose of waste oil in accordance with Wisconsin Department of Natural Resources standards and requirements.

8.5 WEED CONTROL. **LESSEE** shall provide weed control in the Marina dock area and keep Marina dock area reasonably free and clear of hazards and debris. **CITY** and **LESSEE** agree to mutually assist each other in obtaining any required permits from the Wisconsin Department of Natural Resources for any such work. **CITY** and **LESSEE** agree to equally share in the cost of weed control. **LESSEE** shall submit an invoice to the City of Kenosha Finance Department. In no case, however, shall this be interpreted to require the **CITY** or **LESSEE** to be responsible for the dredging of the Marina basin and the parties agree that neither party shall be responsible for dredging the Marina under any circumstances whatsoever.

8.6 OFF SEASON ACCESS. **LESSEE** shall make the Promenade/Walkway available to fisherman after the Boating Season. The Promenade/Walkway shall be deemed a **CITY** recreational facility during and for such use.

8.7 SCREENING. All service areas, activities and facilities shall be reasonably screened from view by the use of coniferous plant materials and/or fencing compatible with other Improvements. Trash dumpsters and other waste receptacles or equipment shall be screened with fencing or decorative wood or masonry, with a solid, attractive single or double access gate on one side only.

8.8 NONDISCRIMINATION. **LESSEE** shall not discriminate against any individual because of race, creed, color, age, sex, national origin, physical or mental handicap, or as may otherwise be prohibited by applicable Federal and State law. **LESSEE** shall, in any solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, sex, national origin, physical or mental handicap, or as may otherwise be prohibited by applicable Federal and State law.

8.9 TRASH/REFUSE. **LESSEE**, at its own cost, will provide adequate and appropriate containers on **PREMISES**, which are not unsightly, for the temporary storage of trash, garbage and refuse. **LESSEE** shall provide for the pickup and removal of trash, garbage and refuse frequently enough to ensure high standards of sanitation and prohibit foul odors. **LESSEE** shall notify **CITY** of any bulk items left on the **PREMISES** that **LESSEE** is unable to dispose of and **CITY** shall provide pickup for these bulk items. **LESSEE** shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on **PREMISES**. **CITY** shall, upon notice from the **LESSEE**, shall provide for bulk pickup of any large items discarded on the **PREMISES**. The piling of boxes, cartons, drums, tires, cans, parts, cradles, jackstands or other similar items on or about **PREMISES**, outside of a fully enclosed building or structure is strictly prohibited. **LESSEE** shall use its best efforts to observe high standards of sanitation and housekeeping, ensure that restrooms are clean, warm, brightly lit, and properly stocked with soap, paper towels, toilet paper, etc. Notwithstanding anything to the contrary contained herein, the temporary staging of trailers and jackstands during the launch or removal of boats from the harbor shall not be a violation of this Section 8.9.

8.10 TRANSIENT SLIPS. **LESSEE** shall provide transient slip rentals, if available. If transient slips are not available, **LESSEE** shall direct boaters to other facilities.

8.11 DOCK REPLACEMENT. **LESSEE** shall replace the dock, or any segment thereof, with new docks or segments, as the case may be, should more than fifty (50%) percent of the dock or any segment thereof be rendered unusable by any event or cause whatsoever.

8.12 INSPECTIONS. Periodic inspections by representatives of **CITY** may be performed, subject to Article 9 below, in order to determine if **LESSEE** is in compliance with the terms of this Lease.

8.13 DOCK INSTALLATION. **LESSEE** shall be responsible for the installation and removal of the docks from the **MARINA**. Should **LESSEE** require any assistance

from **CITY** in the installation or removal of the docks, **LESSEE** shall compensate **CITY** for any and all costs, including, but not limited to, labor and materials utilized by **CITY** in providing such assistance.

ARTICLE 9 – ACCESS TO PREMISES AND PARKING LOTS

LESSEE agrees to and shall permit **CITY**, State of Wisconsin and the United States Government to send their representatives and employees onto **PREMISES** for the purpose of an inspection to enforce Federal, State and local laws, rules and regulations. **LESSEE** further agrees to permit **CITY** onto **PREMISES** to exercise any rights **CITY** has reserved to itself under this Lease without being deemed guilty of or liable for any breach of **CITY'S** covenant of quiet enjoyment or any eviction of **LESSEE**. **LESSEE** may regulate access onto **PREMISES** by other businesses and persons for the repair and maintenance of boats. In nonemergency situations, **LESSEE** shall be provided with reasonable advance notice of any inspection and inspections will be performed during regular business hours. **CITY**, in exercising these rights, shall use its best efforts to minimize interference with **LESSEE'S** operations.

ARTICLE 10 – SIGNS

LESSEE, at no charge, shall permit **CITY** to place such Regulating Signs on **PREMISES** as **CITY** shall deem appropriate, at **CITY** cost and expense, but under no circumstances shall said signs be attached to any building or structure of **LESSEE**, without **LESSEE'S** advance, written permission. **LESSEE** shall place and erect signs on or about **PREMISES** in compliance with **CITY** Zoning Ordinance and Code of General Ordinances, including permitting requirements. **LESSEE** shall, at its sole cost and expense, maintain the signs placed and erected on **PREMISES** by **LESSEE** pursuant to this Article 10 in a good condition. Upon the expiration or earlier termination of this Lease and unless otherwise agreed to by **CITY**, **LESSEE**, at **LESSEE'S** sole cost and expense, shall cause its signs to be removed and **PREMISES** to be restored to the condition prior to the placement of such signs. If **LESSEE** fails to remove such signs and restore such signs and restore **PREMISES** as provided above within thirty (30) days following **CITY'S** demand therefor, then **CITY** may perform such work and all costs and expenses incurred by **CITY** in so performing such work will be reimbursed by **LESSEE** to **CITY** within thirty (30) days following written demand therefor. The signage rights hereinabove provided are personal to the original **LESSEE** executing this Lease and may not be assigned or transferred to, or utilized by, any other person or entity.

ARTICLE 11 – UTILITIES

LESSEE shall be responsible for bringing additional utility service to and within **PREMISES**, shall obtain all necessary permits therefor and shall pay all costs and expenses associated therewith. **CITY** shall cover all electric utility charges for the entirety of 2024. The Parties agree to work together in order to adequately determine adequate distribution of electric utility charges Starting January 1, 2025, unless otherwise agreed upon by the Parties, **LESSEE**

shall pay for all utilities, including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. All future utility mains, pipes, wires and conduits shall be underground. In no event shall **CITY** be liable for any interruption or failure in the supply of any such utility services to **LESSEE**.

ARTICLE 12 – ASSIGNMENT/SUBLEASE

Neither the **PREMISES** nor any portion, thereof shall be sublet, nor shall this Lease, or any interest therein, be assigned and any attempted assignment of this Lease or subletting of the **PREMISES** shall be of no force or effect, and shall confer no rights upon an assignee or sublessee.

ARTICLE 13 – GOVERNMENTAL REQUIREMENTS

13.1 LAWS, RULES, REGULATIONS AND ORDERS. **LESSEE** agrees to observe and obey any and all applicable Federal, State and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require its officers, agents, employees, contractors, and sublessees to observe and obey the same.

13.2 LICENSES, CERTIFICATES AND PERMITS. **LESSEE** procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including **CITY**, having jurisdiction over **PREMISES** or over **LESSEE'S** operation of **PREMISES**.

13.3 TAXES AND FEES. **LESSEE** shall pay any and all lawful taxes, assessments, licenses, certifications, permits, examination and use fees, and excise taxes, including, but not limited to, real estate taxes, assessments, and personal property taxes, from which it is not exempt under State law or **CITY** Ordinances, which may be assessed, levied, exacted or imposed by any unit of government, including, but not limited to **CITY**, on **PREMISES**, personal property or **LESSEE'S** operations, and shall make all applications, reports and returns required in connection herewith.

ARTICLE 14 – QUIET ENJOYMENT

CITY covenants and agrees, so long as **LESSEE** is not in default under this Lease beyond any applicable notice and cure period, the **LESSEE** shall peaceably and quietly have, hold and enjoy **PREMISES**, subject to the right of **CITY** to inspect **PREMISES**, and exercise other rights provided and reserved to it herein.

ARTICLE 15 – BREACH BEYOND PARTIES' CONTROL

15.1 SUSPENSION OF RENT. Upon an event, natural or man made, not caused by **LESSEE**, which causes the cessation of all or a majority of Marina Operations and which prevents **LESSEE** from performing its obligations under this Lease **LESSEE** may suspend Rent payments, without penalty to it, provided **LESSEE** uses its best efforts to restore **PREMISES** and operations as soon as practical. This provision shall not apply to **LESSEE** if **LESSEE** has business interruption insurance for so long as **LESSEE** receives benefits under the terms of said policy.

15.2 WATER LEVEL. Should the water level of Lake Michigan, as measured by the Milwaukee Station of the NOAA, decrease a minimum of seven (7') feet below the Lake Michigan Chart Datum water level (577.5 feet) as referenced in the International Great Lakes Datum 1985 (IGLD85) for a minimum of forty-five (45) days within any sixty (60) day period, **LESSEE** shall be entitled to an abatement of Rent payments without penalty. Furthermore, should such condition exist for sixty (60) consecutive days, either party shall have the right to terminate the Lease upon thirty (30) days written notice to the other.

ARTICLE 16 – INTERRUPTION IN USE OR ENJOYMENT

CITY shall not be liable to **LESSEE** for monetary damages arising out of any interruption in **LESSEE'S** use or enjoyment of **PREMISES** for any reason.

ARTICLE 17 – INDEMNITY AND HOLD HARMLESS

17.1 LESSEE'S INDEMNIFICATION OF CITY. **LESSEE** does hereby agree that it will, at all times during the term of this Lease, indemnify and hold harmless **CITY**, and its officers and employees against any and all claims, liabilities, loss, charges, damages, costs, expenses or reasonable attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on **PREMISES**, or as a result of any operations, works, or acts performed on **PREMISES** by **LESSEE**, its officers, employees, agents, contractor or representatives, or resulting from **LESSEE'S** failure to perform or observe any of the terms, covenants and conditions of this Lease, or resulting from any conditions of **PREMISES** for which **LESSEE** is responsible by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorney's fees caused or resulting from the negligent or intentional acts or omissions of **CITY**, or any of its officers, agents or employees. Upon the filing with **CITY** of a claim for damages arising out of any incident(s) which **LESSEE** herein agrees to indemnify and hold **CITY** and others harmless, **CITY** shall notify **LESSEE** of such claim, and in the event that **LESSEE** or its insurer does not settle or compromise such claim, then **LESSEE** or its insurer shall undertake the legal defense of such claim both on behalf of **LESSEE** and **CITY**. It is specifically agreed, however that **CITY**, at its own cost and expense, may participate in the legal defense of such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against **CITY**, or its officers or employees for any cause for which **LESSEE** is liable hereunder, shall be conclusive against **LESSEE** as to liability and amount of

damages. This provision shall not limit the rights of **CITY** under the insurance policy required under Article 19 as an “additional insured”. This provision shall survive Lease expiration or earlier termination to the extent necessary to effectuate its purpose.

17.2 CITY INDEMNIFICATION OF LESSEE. **CITY** does hereby agree that it will, at all times during the term of this Lease, indemnify and hold harmless **LESSEE**, and its officers and employees against any and all claims, liabilities, loss, charges, damages, costs, expenses or reasonable attorney’s fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on **PREMISES**, or as a result of any operations, works, or acts performed on **PREMISES** by **CITY**, its officers, employees, agents, contractors or representatives, or resulting from **CITY’S** failure to perform or observe any of the terms, covenants and conditions of this Lease, or resulting from any conditions of **PREMISES** for which **CITY** is responsible by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorney’s fees caused or resulting from the negligent or intentional acts or omissions of **LESSEE**, or any of its officers, agents or employees. Upon the filing with **LESSEE** of a claim for damages arising out of any incident(s) which **CITY** herein agrees to indemnify and hold **LESSEE** and others harmless, **LESSEE** shall notify **CITY** of such claim, and in the event that **CITY** or its insurer does not settle or compromise such claim, then **CITY** or its insurer shall undertake the legal defense of such claim both on behalf of **CITY** and **LESSEE**. It is specifically agreed, however, that **LESSEE** at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against **LESSEE**, or its officers or employees for any cause for which **CITY** is liable hereunder, shall be conclusive against **CITY** as to liability and amount of damages. This provision shall survive Lease expiration or earlier termination to the extent necessary to effectuate its purpose.

Nothing contained in this Agreement is intended to be a waiver or estoppel by the **CITY** or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.48 and 345.05 to the extent that indemnification is available and enforceable by the Service Provider against the **CITY**, the **CITY** or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipalities established by Wisconsin law.

ARTICLE 18 – NONWAIVER OF RIGHTS

No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any Event of Default other than the Event of Default specified in such waiver, and any such waiver to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A

waiver of a breach of any term or condition contained herein shall not be construed as a waiver of any subsequent breach of any term or condition.

ARTICLE 19 – INSURANCE

19.1 GENERAL REQUIREMENTS. **LESSEE**, at its sole cost and expense, shall procure and maintain, during the term of this Lease, insurance policies, as hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State and rated by Best's Rating at A-+7 or better. **LESSEE**, at or prior to the commencement of the term of this Lease, or any earlier date on which **LESSEE** occupies the **PREMISES**, shall furnish to the **CITY** Clerk/Treasurer, with a copy to the Lease Administrator, a Certificate of Insurance indicating all insurance obtained and the naming of **CITY**, its elected and appointed officials, officers, employees, authorized representatives and volunteers as "additional insured". All payments shall be made payable jointly to **CITY** and **LESSEE**. The insurance policy or policies shall contain a clause that, in the event that any policy issued is canceled or terminated for any reason, not renewed or any material changes are made therein, the **CITY** Clerk/Treasurer will be notified, in writing, by the insurer at least twenty (20) days before any cancellation, termination, nonrenewal, or material change takes effect. Should **LESSEE** fail to furnish, deliver and maintain such insurance coverage, **CITY** may, but is not obligated to, obtain such insurance coverage and charge **LESSEE**, as Rent, the cost of such insurance coverage, plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **LESSEE** to take out and/or maintain the required insurance shall not relieve **LESSEE** from any liability under this Lease. This insurance requirement shall not be construed to limit the obligations of **LESSEE** in Article 17 of this Lease. This insurance coverage shall contain no special limitations on the scope of protection afforded to **CITY**, its elected and appointed officials, employees or authorized representatives or volunteers. **LESSEE'S** insurance shall be primary insurance as respects **CITY**, its elected and appointed officials, officers, employees, authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by **CITY**, its elected officials, officers, employees, authorized representatives or volunteers shall not contribute to the payment of claims until the primary insurance is exhausted. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to **CITY**, its elected and appointed officials, officers, employees or authorized representatives or volunteers. **LESSEE'S** insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. All deductibles of self-insured retention must be declared to and approved by **CITY** Administrator or designee thereof.

19.1.1 **LESSEE** shall, upon written request from **CITY**, provide **CITY** within ten (10) days, with a copy of any insurance policy required by this Lease.

19.2 REQUIRED INSURANCE. The following insurance coverages must be in effect and continue in effect during the term of this Lease in not less than the limits indicated at Section 19.3 hereinbelow.

19.2.1 LESSEE shall comply with all applicable laws of the State of Wisconsin relating to Worker's Compensation Insurance.

19.2.2 In the event that employees of **LESSEE** become subject to provisions of the U.S. Longshore and Harbor Worker's Compensation Act, insurance coverage therefore shall be provided by **LESSEE**.

19.2.3 LESSEE shall provide and maintain the following Commercial General Liability, Marina Operator Liability and Automobile Liability Insurance which shall be at least as broad as the following:

19.2.3.1 Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001) or Standard Marina Operator's Liability Policy Incorporating ISO CG001, provided both Land Exposure as well as Marina Operations is included. The General/Marina Liability Policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards.

19.2.3.2 Insurance Service Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle). The Automobile Liability Policy shall cover all owned, non-owned, and hired vehicles.

19.2.4 LESSEE shall carry property loss/damage insurance coverage for Improvements and all personal property on **PREMISES**, including, but not limited to, coverage for buildings and docks/slips.

19.3 LIMITS. **LESSEE** shall maintain limits not less than the following:

19.3.1 Worker's Compensation – statutory coverage for work-related injuries and Employer's Liability Insurance with limits of One Million (\$1,000,000.00) Dollars, each accident; One Million (\$1,000,000.00) Dollars, disease policy limit; and One Million (\$1,000,000.00) Dollars, disease each employee. All such coverage shall include an endorsement protecting **CITY** against liabilities under the Longshoreman's and Harbor Workers Act and the Jones Act.

19.3.2 Commercial General Liability Insurance – One Million (\$1,000,000.00) Dollars per occurrence. When a general aggregate limit is used, the general aggregate, including product-completed operations aggregate limit, shall be twice the required occurrence limit. Both

the General Liability and the Marina Operator's Liability shall include or extend to cover docks/slips and Marina Operations, including, but not limited to, sales of any product or service, rentals of equipment or facilities and other products, including fuel sales and food. Coverage must be on an "occurrence basis".

19.3.3 Automobile Liability – One Million (\$1,000,000.00) Dollars for bodily injury and property damage per occurrence limit covering all vehicle.

19.3.4 Alcohol Beverage Liability - One Million (\$1,000,000.00) Dollars per claim and annual aggregate (if alcohol beverages are sold on **PREMISES**).

19.3.5 Umbrella Liability – Five Million (\$5,000,000.00) Dollars per claim and annual aggregate.

19.3.6 Property Coverage – An amount equal to the replacement cost of all Improvements and personal property at the Marina.

19.3.7 CITY shall have the right to increase the minimum insurance requirements set forth in this Lease upon furnishing ninety (90) days written notice to **LESSEE**, whenever minimum standards of the **CITY** or other insurance policies comparable to those insuring **LESSEE'S** operations hereunder are enacted which adopt or increase the minimum insurance requirements, and **LESSEE** shall comply with said request or be considered in default.

ARTICLE 20 – EVENTS OF DEFAULT AND REMEDIES

20.1 EVENTS OF DEFAULT. Each of the following shall be deemed to be an "Event of Default":

20.1.1 LESSEE fails to meet its obligations under the Marina Development Agreement and a timely cure is not effected within the terms of the Marina Development Agreement after receipt of written notice by **LESSEE** from **CITY**.

20.1.2 LESSEE fails to pay any Rent as required in this Lease, and such default continues for a period of ten (10) days after receipt of written notice by **LESSEE** from **CITY**.

20.1.3 LESSEE fails to remedy (1) any breach of its obligations or duties pursuant to Section 8.1 of this Lease or (2) any risk to the public health, safety or welfare and such default continues for a period of forty-eight (48) hours after receipt of written notice by **LESSEE** from **CITY** .

20.1.4 LESSEE fails to timely pay any taxes, assessments or special charges to any unit of government or make other payments as required in this Lease and such default continues for a period of thirty (30) days after receipt of written notice by **LESSEE** from **CITY**.

20.1.5 LESSEE files (or has filed against it) a petition to have **LESSEE** adjudged a bankrupt or for reorganization under any law relating to bankruptcy (unless, in the case a petition is filed against **LESSEE**, the same is dismissed within sixty (60) days), or if a trustee or receiver is appointed to take possession of substantially all of **LESSEE'S** assets located upon **PREMISES** (or of **LESSEE'S** interest in this Lease) or if the same are taken by judicial process (unless possession is restored within sixty (60) days).

20.1.6 A final judgment is entered against **LESSEE** which, together with all other unsatisfied final judgments entered against **LESSEE**, exceeds the sum of Twenty-five Thousand (\$25,000.00) Dollars, and such judgment(s) shall remain unsatisfied, unbonded or unstayed for a period of sixty (60) days after the date of entry of judgment.

20.1.7 LESSEE abandons or vacates **PREMISES** or permits the same to become vacant. The term “abandons” as used herein is defined to include, but is not limited to, any absence by **LESSEE** from **PREMISES** for five (5) business days.

20.1.8 LESSEE defaults in the performance of any other term or condition of this Lease, and such default continues for a period of thirty (30) days after receipt of written notice by **LESSEE** from **CITY**. Where the default, by its nature, cannot be cured by **LESSEE** within thirty (30) days, **LESSEE** may request from Lease Administrator a reasonable extension of time to cure the default.

20.2 CITY'S RIGHTS AND REMEDIES UPON THE OCCURRENCE OF AN EVENT OF DEFAULT.

20.2.1 Upon the occurrence of one (1) or more Event of Default, **CITY** may exercise any or all of the following remedies, upon providing **LESSEE** with written notice of an Event of Default and an opportunity to cure the default, as provided in this Lease: (a) terminate this Lease and declare the term ended; (b) terminate **LESSEE'S** right of possession without terminating this Lease, in which event **CITY** may relet all or any part of the **PREMISES**; (c) enter and repossess **PREMISES** and remove **LESSEE** and those claiming under **LESSEE**; (d) remove **LESSEE'S** effects, and the effects of any party claiming under **LESSEE** forcibly, if necessary; (e) collect payment of past due Rent and other payments due under this Lease, with interest; and, (f) recover legal damages and obtain equitable relief. The specific remedies to which **CITY** may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means or redress to which **CITY** may be lawfully entitled.

20.2.2 If **LESSEE** commits an Event of Default **CITY** may cure the Event of Default without waiving or releasing **LESSEE** from any of **LESSEE'S** obligations hereunder. Any amount expended by **CITY** to cure an Event of Default by **LESSEE** or protect or enforce its rights under this Lease, including reasonable attorney's and other professional fees, shall be payable by **LESSEE** to **CITY** as Rent within thirty (30) days after the **CITY** has made written demand to **LESSEE** for payment. Notwithstanding anything to the contrary contained in this

Lease, if an Event of Default poses a risk to the public health, safety or welfare **CITY** shall have the right, but not the obligation, to immediately remedy such Event of Default.

20.2.3 LESSEE agrees that the existence of violations of Section 8.1 and/or violations causing risk to the public health, safety or welfare which **LESSEE** fails to cure within the time set forth in Section 20.1.3, will result in damage to **CITY**, and that it will be impracticable to determine the actual amount of such damage. As a result, in addition to any other damages suffered by **CITY** or remedies available to it, **LESSEE** shall pay to **CITY** the amount of One Thousand (\$1,000.00) Dollars per day for each day such a violation continues beyond the date on which **LESSEE** is required to cure, which amount shall be deemed Rent for the purposes of this Lease. **LESSEE** shall pay this amount within ten (10) days following receipt of an invoice for same from **CITY** and, in the event **LESSEE** fails to pay such invoice as provided herein, such failure shall be treated as an Event of Default under Section 20.1.2.

20.2.4 On the fifth anniversary of the execution of this Lease and every five (5) years thereafter, the liquidated damages sum due pursuant to Section 20.2.3 shall be adjusted to reflect increases in the CPI-U, as provided herein. Liquidated damages shall be adjusted by separately multiplying the liquidated damages in effect immediately prior to the adjustment by a fraction, the numerator of which shall be the monthly CPI-U most recently published, and the denominator of which shall be the CPI-U published for the month of the calendar year in which the last preceding such adjustment was made; provided, however, that the denominator for the first adjustment shall be the CPI-U for the month of the execution of this Lease. In no case, however, the liquidated damages shall be less than the sum then in effect at the time of such calculation.

ARTICLE 21 – INTEGRATION AMENDMENT

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect. No provisions of this Lease may be amended except by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

ARTICLE 22 – CAPACITY

The individuals who have executed this Agreement represent and warrant that they are (a) duly authorized to execute this Agreement in their individual or representative capacity as indicated; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms have been duly and validly authorized and approved by all requisite action required by law; and, (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

ARTICLE 23 – CONSTRUCTION/SEVERABILITY

This Lease shall be deemed to have been made in and construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that it is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way effect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice **CITY** or **LESSEE** in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

The terms “herein”, “hereunder”, “hereof” and the like shall be deemed to mean this Lease as a whole.

ARTICLE 24 – TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 25 – TITLES

The titles and subject headings of the articles, sections and subsections of this Lease are included for convenience only and shall not affect the construction of interpretation of any of its provisions.

ARTICLE 26 – COUNTERPARTS

This Lease may be executed in two or more counterparts, each of which shall constitute an original.

ARTICLE 27 – APPROVALS

CITY approvals required hereunder shall not be unduly delayed or unreasonably withheld, except as otherwise provided herein.

ARTICLE 28 – NOTICE

Any notice required to be given in this Lease by any of the parties is to be by Certified Mail, with return receipt, or equivalent private delivery service, or by personal service, Notice to **CITY** shall be sent, delivered to or served upon the City Clerk/Treasurer for the City of Kenosha, at 625 – **52nd** Street, Kenosha, Wisconsin 53140, with copies to the City Administrator, Room 300, 625 – 52nd Street, Kenosha, Wisconsin 53140, and the City Attorney, Room 201, 625 52nd Street, Kenosha, Wisconsin 53140. Notice to **LESSEE** shall be sent, delivered to or served upon **LESSEE** at 443 – 50th Street, Kenosha, Wisconsin 53140. Notice shall be effective as of the date of delivery, if by hand, or mailing. If by certified mail or private deliver service. Either

party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party.

ARTICLE 29 – FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including failure, refusal or delay in issuing permits, approvals and/or authorizations) injunction or court order, riots, insurrection, war, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Lease (but excluding delays due to financial inability), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 30 – EXHIBIT

The following exhibits are attached hereto and incorporated herein: Exhibit “1” – Legal Description of Premises; Exhibit “2” – Site Plan; Exhibit “3” – Boat Storage Map; and, Exhibit “4” – Fish Cleaning Station – Responsibilities.

ARTICLE 33 – AGREEMENT NEGOTIATED AND DRAFTED BY ALL PARTIES

This Lease has been the subject of mutual negotiations between the parties and their respective counsel. This Lease has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party’s interest as the sole drafter of this Lease.

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates given below.

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

By: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

By: _____
MICHELLE L. NELSON
City/Clerk Treasurer

Date: _____

**STATE OF WISCONSIN)
 :SS
COUNTY OF KENOSHA)**

Personally came before me this ____ day of _____, 2024, **JOHN M. ANTARAMIAN, Mayor**, and **MICHELLE L. NELSON, 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: _____

GREAT LAKES YACHT SALES, INC.,

An Illinois Corporation

By: _____
 Type Name: _____
 Title: _____
 Date: _____

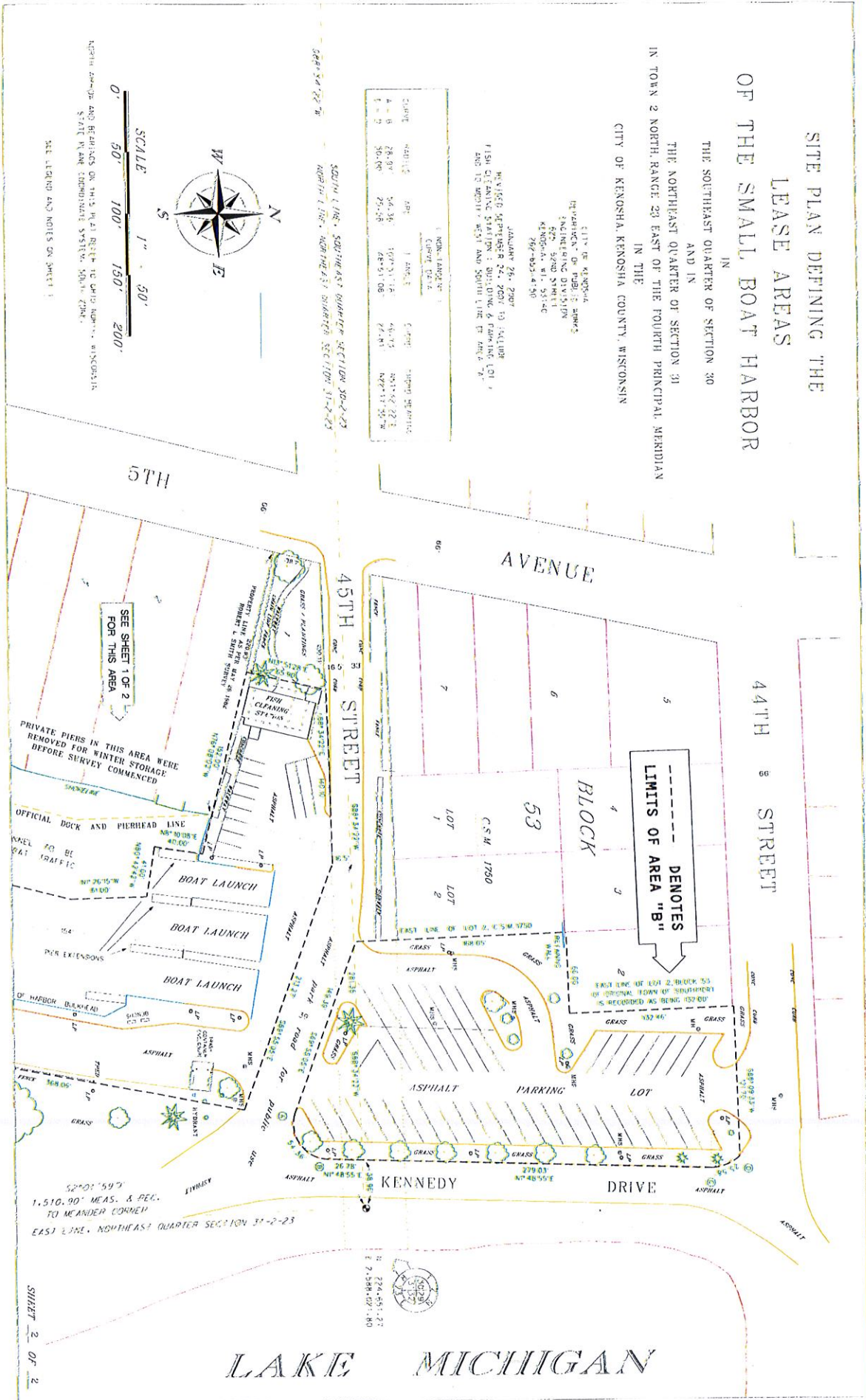
By: _____
 Type Name: _____
 Title: _____
 Date: _____

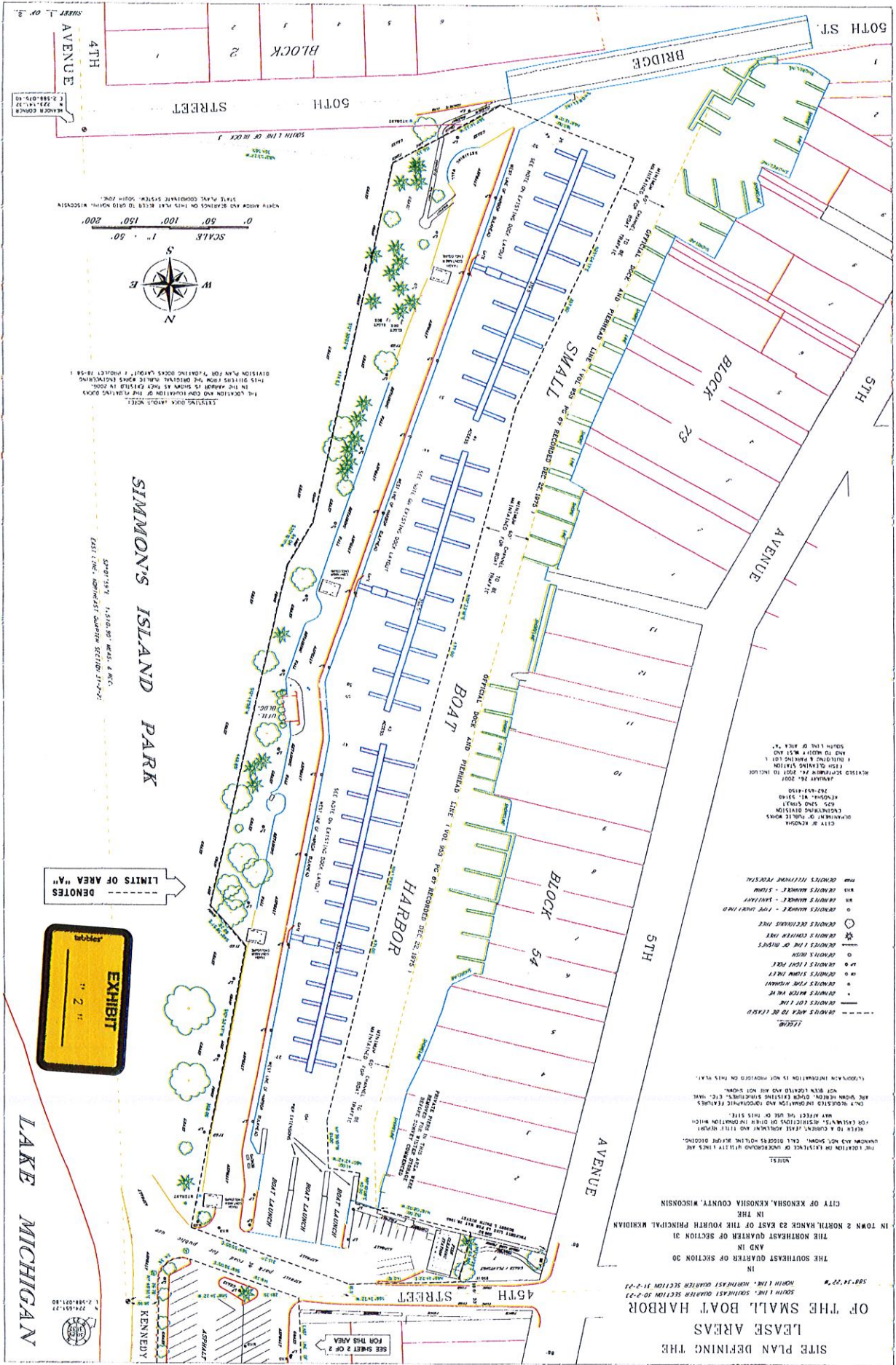
STATE OF _____)
) :SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 2024,
 _____, _____, and _____,
 _____ of **GREAT LAKES YACHT SALES, INC.**, an Illinois
 Corporation, to me known to be such _____ and _____ of said
 corporation, and acknowledged to me that they executed the foregoing instrument as such officers
 of said corporation, by its authority

 Notary Public, _____, County, _____
 My Commission expires/is: _____

Drafted BY:
 NICHOLAS J. VANDE CASTLE
 Assistant City Attorney





**FISH CLEANING STATION
SECTION 2.10.2
EXHIBIT 4**

Lessee will be responsible for the maintenance of grass and planting beds around the fish cleaning station. Lessee will be responsible for the daily operations and supervision for the usage by the general public of the fish cleaning table. Lessee shall be in compliance of current operating instructions of the equipment. Lessee will notify the Park Department as soon as possible, within 6 hours of any malfunction of the grinder. Lessee shall post a sign notifying the general public when the grinder is not in operation for any reason. A list of emergency numbers will be provided to the Lessee prior to the boat season each year. Lessor will provide staff for training on the operations and maintenance of the grinder prior to the boating season the first year of the agreement.

April 4, 2024

Great Lakes Yacht Sales
Attn: Amy Slater
service@glysinc.com

RE: Agreement for use of Simmons Island Marina

To whom it may concern:

The agreement will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

Monday, April 8, 2024
5:00 p.m.
Room 204
Kenosha Municipal Building, 625-52nd Street

You and/or your representative are required to appear.

If you have any questions, you may contact the Department of Parks at 262-653-4080.

Sincerely,



Diane S. Hoff
Secretary of the Parks Commission

cc: Board of Parks Commission
Katie Elder, Director of Parks – w/a

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

FROM:  Tim Casey, Director of City Development

RE: **Recommendation to sell 16.15 Acres of City owned property, (Parcel #07-222-23-450-002) located at the southeast corner of 27th Street and 47th Avenue to Berkshire Hathaway Home Services and/or its Assigns.**

DATE: April 10, 2024

In November, 2023 the City of Kenosha took title to a 16.15 acre parcel of land at the southeast corner of 27 th Street and 47 th Avenue that was tax delinquent, after negotiations with Kenosha County. The Kenosha Water Utility is owed \$322,007 in assessments, for sewer and water which was extended to the site, including 13 laterals along 27th Street from 43rd Avenue to 47th Avenue.

The Department of City Development placed for sale signs on the site to advertise its availability. Over the next four months, the Department received inquiries from 6 parties including 4 experienced home builders and two parties looking for individual lots. Staff provided information on the assessments owed, the City's expectation of price, the neighborhood plan for the area, GIS mapping indicating topography and the presence of wetlands, and the City's preference for development of single family homes in keeping with the homes to the north along 27th Street and in nearby subdivisions. City staff met with two developers who were interested in submitting proposals.

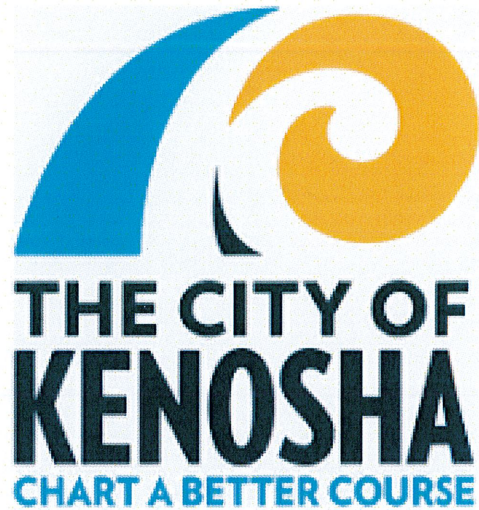
On March 19, 2024, the Department received an offer from Berkshire Hathaway Home Services offering \$482,000 for the parcel. This includes \$150,000 to the City at closing and the remaining \$332,000 to the Kenosha Water Utility to be paid over time as development occurred. The proposal is for a 3-phase development. Phase 1 would consist of 13 single family homes on the south side of 27th Street with an estimated value of \$500,000. Phase 2 would be development of 2 custom homes on a cul de sac as a continuation of 29th Street to the south of the property at an estimated value of \$750,000 each. Phase 3 would be development of 7 (or more) homes along an extended 43rd Avenue at estimated values of \$600,000 each. The developer included in their proposal an engineer's statement of pre-development work required, a conceptual master plan for the development prepared by the engineering firm and a Memorandum of Understanding (MOU) with the property owner to the east of 43rd Avenue. In the MOU, the property owner to the east indicates they "shall contribute to the development project by: Providing Land for the development of 43rd Avenue. Participating in the design process and providing input where necessary. Assisting in obtaining any local approvals or permits required for the development (and) Collaborating in marketing efforts." The estimated value of the 22 homes proposed would be \$12,200,000 in new taxable property.

On April 7, 2024, MasterCraft builders provided an offer of \$650,000 for the parcel. MasterCraft proposed a first phase of development of 13 lots along 27th Street at an estimated value of \$425,000 - \$499,000 per lot and home. MasterCraft said it “will explore 1 -2 more phases once the outcome of the wetland and storm research is completed.” MasterCraft would hope to minimally do 3 more lots along 43rd Avenue and continue 29th Street north into the parcel for a “few more lots”. If one assumes a total of 19 homes for this development at the high end of \$499,000 per lot and home, the estimated value would be \$9,481,000 in new taxable value. MasterCraft provided a preliminary plan and engineering for the 13 lots along 27th Street.

After careful review of the two proposals submitted, staff recommends the Berkshire Hathaway Home Services proposal. The pre-development engineering and planning work done, and the negotiation of a Memorandum of Understanding with the property owner to the east makes the likelihood of all phases of the development proceeding much more likely with this proposal. The identification of a specific number of lots and the higher values anticipated for the latter phases of development lead to a significantly higher yield of tax base in this proposal. The Department of City Development recommends that the Council approve the Berkshire Hathaway Home Services proposal and authorize staff to work with this developer on a sales agreement and to move the development proposal forward.

Please contact me at 262.653.4030 or via email at tcasey@kenosha.org if you have any questions.

TC:llb



Proposal for Purchase and Development of Vacant Land

Owner: City of Kenosha

Parcel: 07-222-23-450-002

Size: 16.15 acres

Present Zoning: A-2 Agricultural Land Holding

Proposed Zoning: RS-1 Single Family Residential

Bordered by: 27th St. 43rd Ave. & 47th Ave.

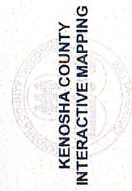
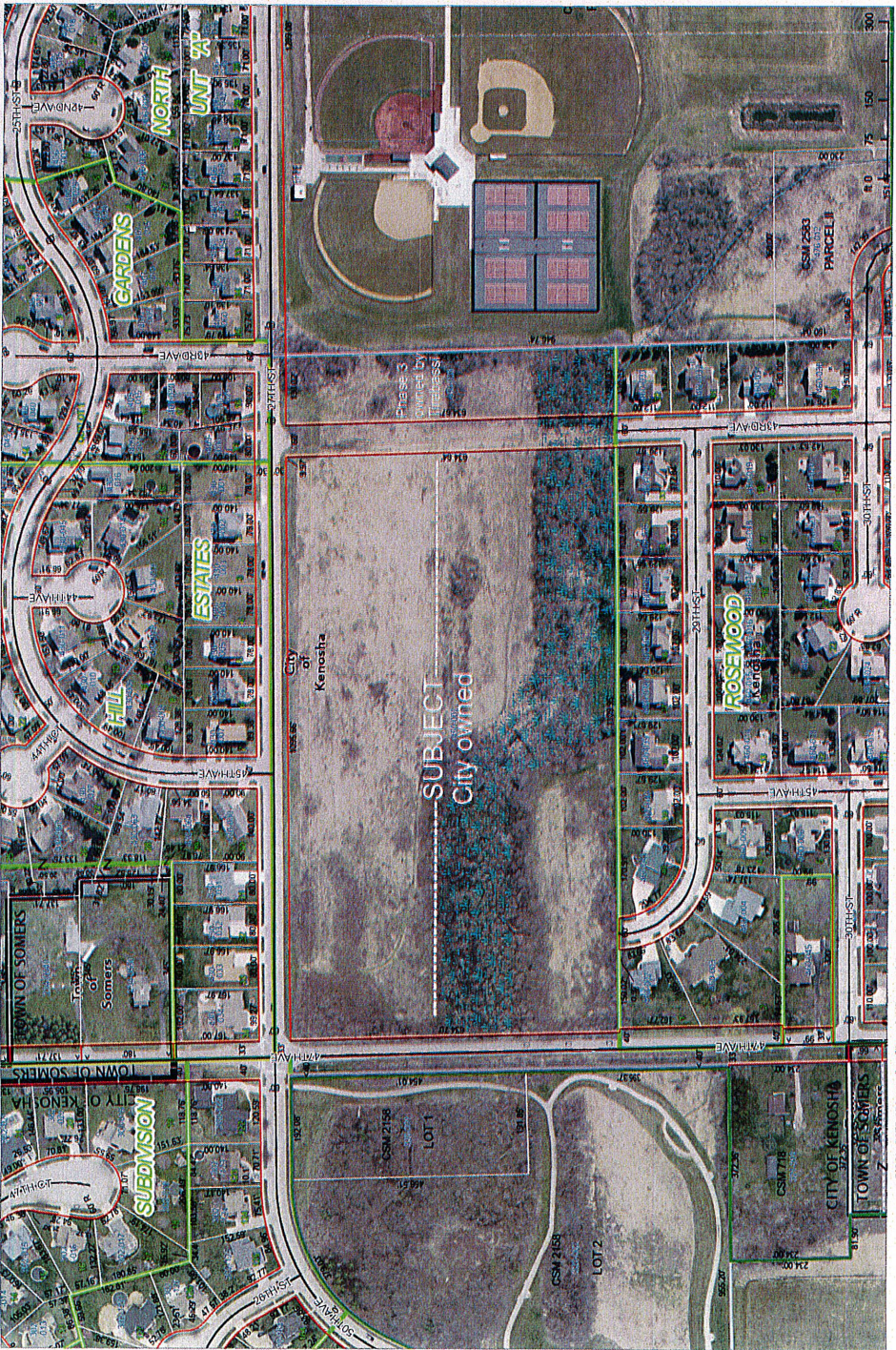
Taxes: \$0.00

Assessed Value: \$0.00

Wetland: Yes

Special Assessments: Sewer and Water

27th St. 43rd Ave. 47th Ave.



1:2,227
1" = 186'

Date Printed: 3/12/2024

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This is only a compilation of public records. The information on this map is for informational purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.



**BERKSHIRE
HATHAWAY**
HomeServices
Epic Real Estate

COMMERCIAL DIVISION

Mark S. Bourque, Founder
600 52nd St. Ste. 333 Kenosha, WI 53140
Bus. (262) 605-1505 Cell. (262) 945-1100
mark@epicmidwest.com
<http://www.epicmidwest.com>

PROPOSAL

Background

In 2018 Kenosha County received the property on County Tax Deed. In November 2023 the City of Kenosha purchased the property from Kenosha County.

Purpose

The purpose of this proposal is to maximize the value of the property by developing single family new construction homes, consistent with the neighborhood, creating tax base where none presently exist and providing much needed housing to meet the current shortage in the market. All while contributing payments toward the outstanding special assessments to the Kenosha Water Utility.

Site Characteristics

This 16.15 acre site has topography sloping mainly Northwest to Southeast. The developable areas of the site have been infested with poor quality trees since agricultural activities ceased. The Kenosha County GIS indicates a stretch of wetland starting at the Western middle of the property, continuing Southerly to the East. These wetlands will require wetland staking and mapping by a certified Biologist.

Neighborhood

The property is surrounded by 4 residential single-family subdivisions to the North and South, Bullen Middle School to the East and a municipal park to the West. The St. Peter's Neighborhood Plan indicates "Detached Single-Family Residential (10k sq ft min)". Our concept plan, enclosed herein, has minimum lots of 11,200 square feet. A review of tax records suggests the assessed values of adjoining homes range around \$250,000 to \$350,000.

Timeline

Upon a successful award of the purchase, per our engineer, email attached, we will require 8 months of due diligence for wetland staking, surveying, engineering, rezoning, platting, WDNR sewer and water connection permits and WDNR Notice of Intent.

Phasing

Per the attached Concept Plan, we propose a total of 3 phases to develop the property. Phase 1 will include the approximately 13 quarter acre lots on 27th St. Phase 2 will be a cul de sac as a continuation of 29th St. with 2/3 acre "custom" homesites. Phase 3 will be the improvement of the dedicated



Page 2 Proposal

unimproved 43rd Ave. Phase 3 will require the cooperation of the neighboring property owner to the East and could include 7 additional 1/3 acre lots.

Neighbor Cooperation

Per the enclosed Memorandum of Understanding with our neighbor, Tirabassi Investments LLP. owner of the aforementioned property in Phase 3. This MOU allows us the ability to potentially develop additional lots.

Housing Shortage

The following is taken from fanniemae.com

“Fewer new homes were built in the 10 years ended 2018 than in any decade since the 1960s. By 2019, a good estimate of the shortage of housing units for sale or rent was 3.8 million.”

Value Creation

Phase 1, 13 homes at approximately \$500,000 = \$6,500,000 valuation

Phase 2, 2 custom homes at approximately \$750,000 = \$1,500,000 valuation

Phase 3, 7 or more homes at approximately \$600,000 = \$4,200,000 valuation

Total potential new tax base \$12,200,000

Alderman District 5

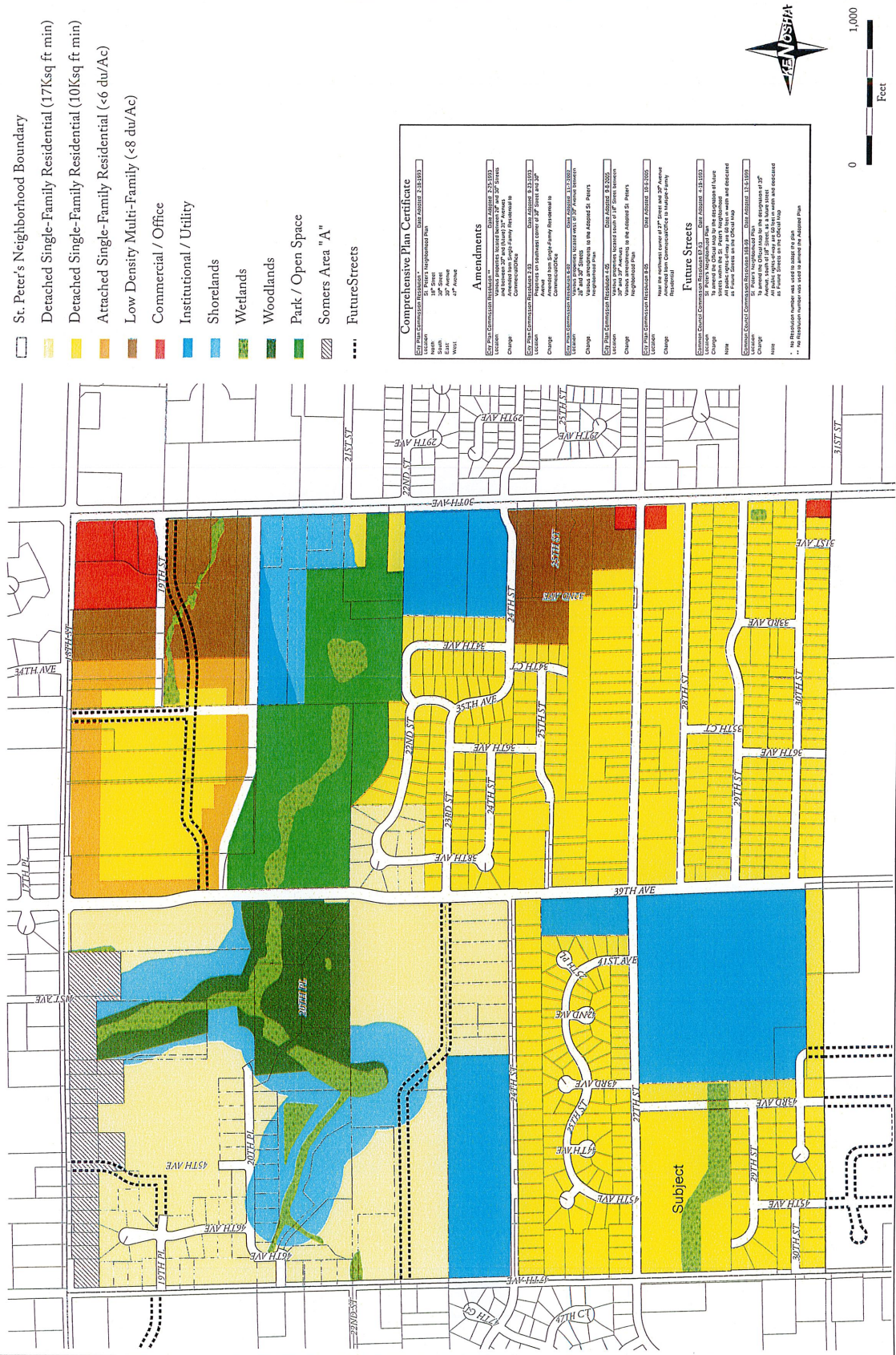
January 31, 2024 I met with Alderman LaMacchia about developing the property and shared my concept plan with him. Alderman LaMacchia was in full support of the development. We agreed to conduct a neighborhood meeting once we have the property under contract.

Compensation to the City of Kenosha

My offer is to pay \$482,000 for good and merchantable title to parcel #07-222-23-450-002 under the following structure and subject to the due diligence described under the heading “Timeline”. The sum of \$150,000 will be payable to the city at closing and the sum of \$332,000 of special assessments will be paid to the Kenosha Water Utility prorated, upon connection to the utilities, without interest.

City of Kenosha

St. Peter's Neighborhood Plan Adopted Plan



- St. Peter's Neighborhood Boundary
- Detached Single-Family Residential (17Ksq ft min)
- Attached Single-Family Residential (<6 du/Ac)
- Low Density Multi-Family (<8 du/Ac)
- Commercial / Office
- Institutional / Utility
- Shorelands
- Wetlands
- Woodlands
- Park / Open Space
- Somers Area "A"
- Future Streets

Comprehensive Plan Certificate

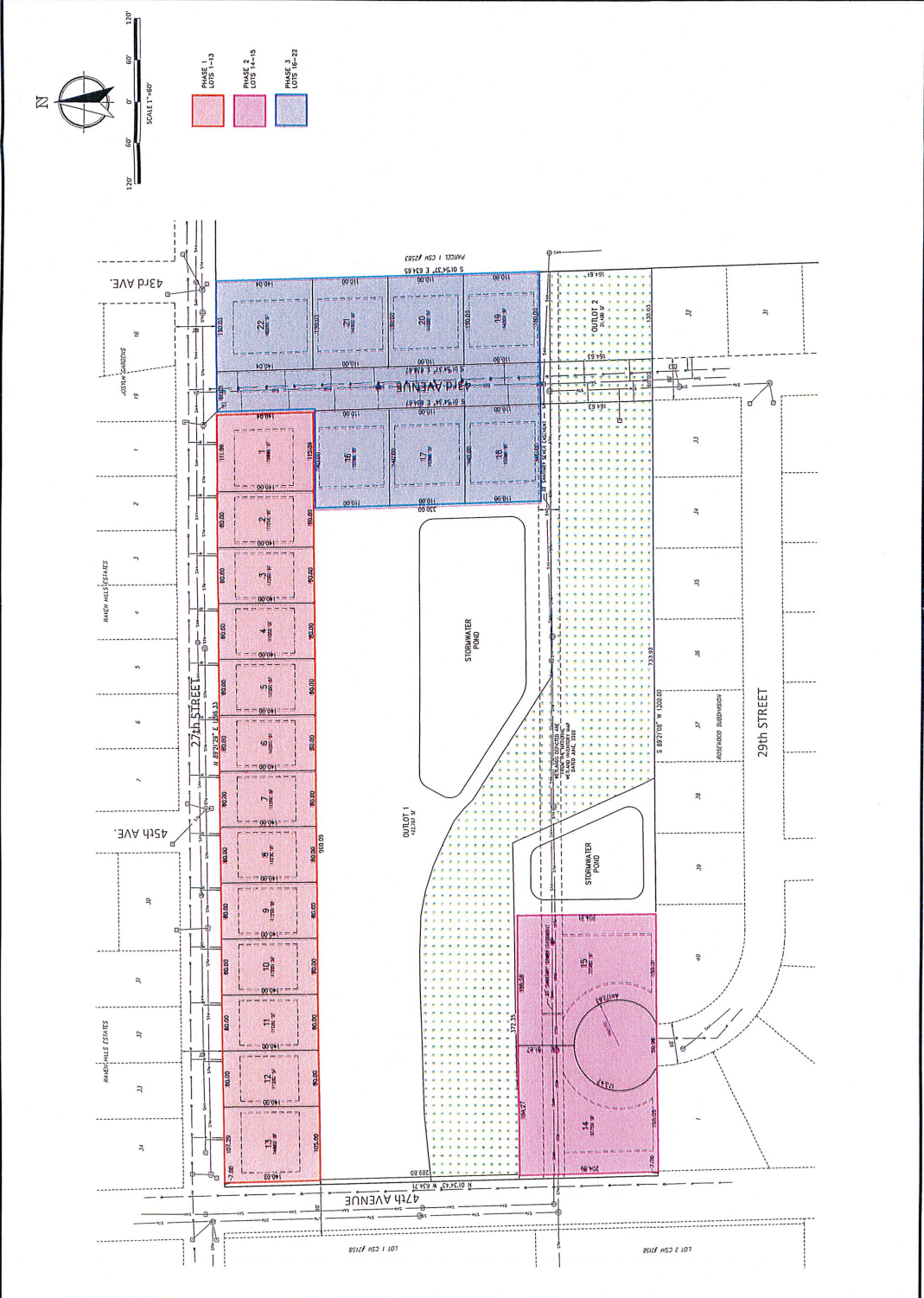
City of Kenosha Comprehensive Plan Certificate
 Date Adopted: 12/15/2023
 Title: St. Peter's Neighborhood Plan
 Description: Amend the Comprehensive Plan to include the St. Peter's Neighborhood Plan.

Amendments

City of Kenosha Comprehensive Plan Certificate
 Date Adopted: 12/15/2023
 Title: Amend the Comprehensive Plan to include the St. Peter's Neighborhood Plan.
 Description: Amend the Comprehensive Plan to include the St. Peter's Neighborhood Plan.

Future Streets

City of Kenosha Comprehensive Plan Certificate
 Date Adopted: 12/15/2023
 Title: Amend the Comprehensive Plan to include the St. Peter's Neighborhood Plan.
 Description: Amend the Comprehensive Plan to include the St. Peter's Neighborhood Plan.



Modified October 23, 2023
 3:59:09 PM

Mark Bourque

From: Mark Eberle <MEberle@nmbosc.net>
Sent: Tuesday, January 23, 2024 9:10 AM
To: Mark Bourque
Cc: A. J. Swartz
Subject: RE: Concept for Vacant land near Bullen MS
Attachments: Bullen West Concept (10-23-2023).pdf

Mark,

Yes, a wetland delineation will be needed.

Those usually cannot be done until around April 15th.

I would estimate 6 months to get through survey, design, permitting, and platting.

Probably another 6 weeks or so to obtain WDNR sewer, water, and NOI permits.

Final plat would be filed / recorded after that.

From: Mark Bourque <mark@epicmidwest.com>
Sent: Monday, January 22, 2024 9:24 AM
To: Mark Eberle <MEberle@nmbosc.net>
Cc: A. J. Swartz <ajs@epicmidwest.com>
Subject: RE: Concept for Vacant land near Bullen MS

Hi Mark,

We are preparing to move forward with the city on this project. How long do you think we need for due diligence to get through engineering, platting etc. with the city? I assume we will need a wetland delineation and we probably can't do that until spring? We do not control part of the land for phase 3 so this would be a final plat for phases 1 and 2. Let me know your thoughts or questions.

Thanks,

Mark S. Bourque, Founder

**BERKSHIRE
HATHAWAY**
HOMESERVICES

EPIC REAL ESTATE

Bus: 262.605.1505 Cell: 262.945.1100
600 52nd St. Ste. 333, Kenosha, WI 53140

****MEMORANDUM OF UNDERSTANDING****

February 27, 2024

Berkshire Hathaway

600 52nd Street, Suite 333

Mark Bourque, Principal

Tirabassi Investments LLP.

8035 22nd Street

Tina Karnes, Principal

Subject: Development Collaboration for 47th Avenue

This Memorandum of Understanding ("MOU") sets forth the general terms and conditions of collaboration, whereas Mark S. Bourque has solicited Tirabassi Investments LLP. for the development of 43rd Avenue, as part of Phase 3 of the development for single-family homes. The current zoning on these parcels is presently A-2 Agricultural Land Holding and nothing contained in this memorandum shall change or cause this zoning to change.

Purpose

The purpose of this MOU is to establish a framework for collaboration between Mark S. Bourque and Tirabassi Investments LLP. to develop 47th Avenue.

Scope:

Phase 3 of the development project entails the design, construction, marketing, and sale of single-family homes along 43rd Avenue. Both parties agree to collaborate and contribute expertise and efforts towards the successful completion of this phase but in no event will Tirabassi Investments LLP. be interested in marketing their property, as long as it is in A-2 Agricultural Land Holding zoning district, nor contribute cash or other funds for the development.

Roles and Responsibilities

1. ****Mark S. Bourque:**** shall be responsible for overseeing the overall development project, including but not limited to:

- Providing financial resources for the development.
- Engaging in market research and analysis.
- Securing necessary permits and approvals.
- Hiring contractors and subcontractors for construction.

2. **Tirabassi Investments LLP** shall contribute to the development project by:

- Providing land for the development of 47th Avenue.
- Participating in the design process and providing input where necessary.
- Assisting in obtaining any local approvals or permits required for the development.
- Collaborating in marketing efforts.

Term:

This MOU shall become effective as of the date written above and shall continue in force until the completion of Phase 3 of the development project, or until terminated by either party.

Confidentiality:

Both parties agree to maintain the confidentiality of any proprietary or sensitive information shared during the course of this collaboration.

Dispute Resolution:

Any disputes arising under or in connection with this MOU shall be resolved amicably through good faith negotiations between the parties.

Governing Law:

This MOU shall be governed by and construed in accordance with the laws of Wisconsin.

Execution:

This MOU may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed and delivered by their authorized representatives as of the date first above written.

This memorandum is not legally binding on either party. This memorandum is an expression of the principal terms to be incorporated in a written agreement that must be mutually acceptable and executed by both parties before it creates any binding obligation on the part of either party.

****Mark S. Bourque****

DocuSigned by:
Mark S. Bourque
Signature: _____
B2E4418024E6434...

Name: Mark Bourque

Title: Principal

Date: 3/1/2024

****Tirabassi Family****

DocuSigned by:
Tina Karnes
Signature: _____
2FFDFA040EED498...

Name: Tina Karnes

Title: Principal

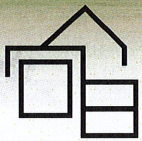
Date: 3/1/2024

Cabot Farm

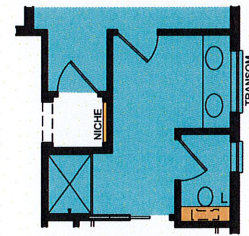
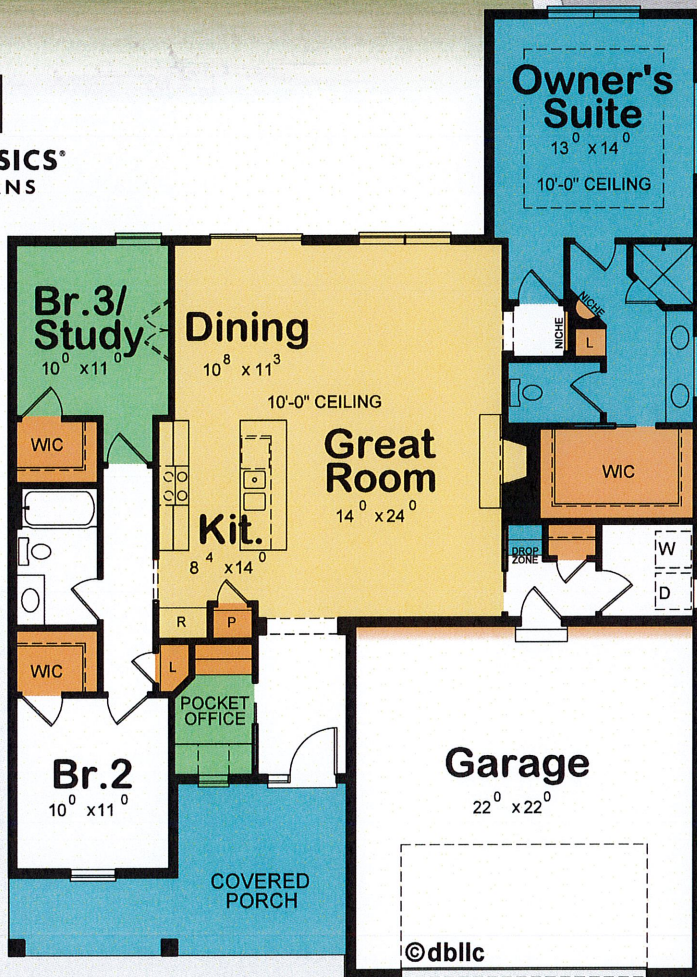
#42381



SAMPLE FOR ILLUSTRATION



DESIGN BASICS[®]
HOUSE PLANS



Alternate Owner's Bath

Cabot Farm

Total Area	1619 Sq. Ft.
Garage	513 Sq. Ft.
Width	45'-0"
Depth	62'-0"
Ridge Height	23'-11"

Design Basics, LLC | www.designbasics.com | 800.947.7526

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Livability at a Glance™

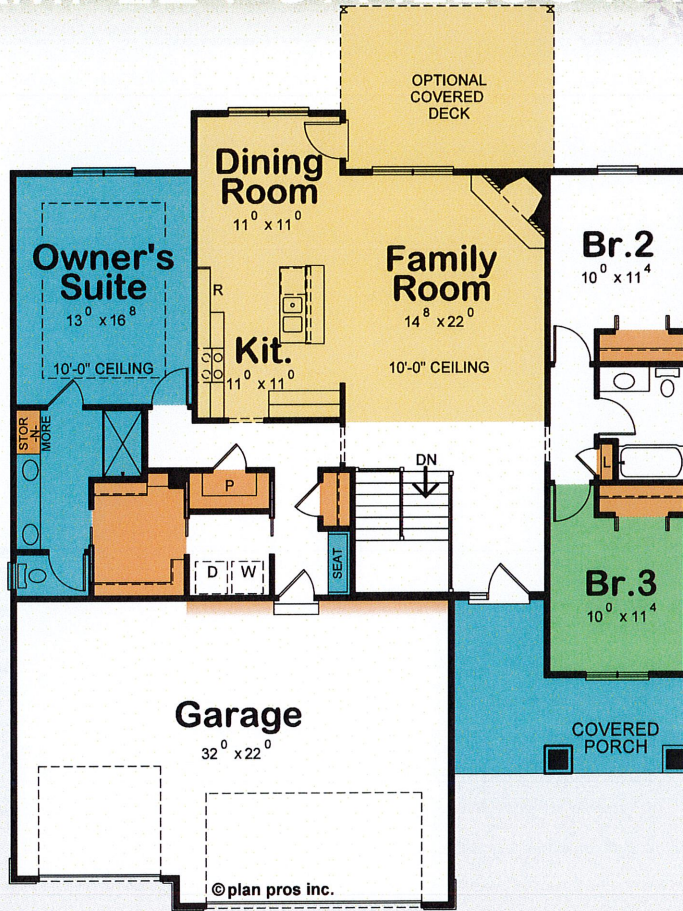
- ENTERTAINING
- DE-STRESSING
- STORING
- FLEXIBLE LIVING

Jensen Falls

#29385



SAMPLE FOR ILLUSTRATION ONLY



Jensen Falls

Total Area	1676 Sq. Ft.
Garage	706 Sq. Ft.
Width	50'-0"
Depth	58'-0"
Ridge Height	26'-7"

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- DE-STRESSING
- STORING
- FLEXIBLE LIVING

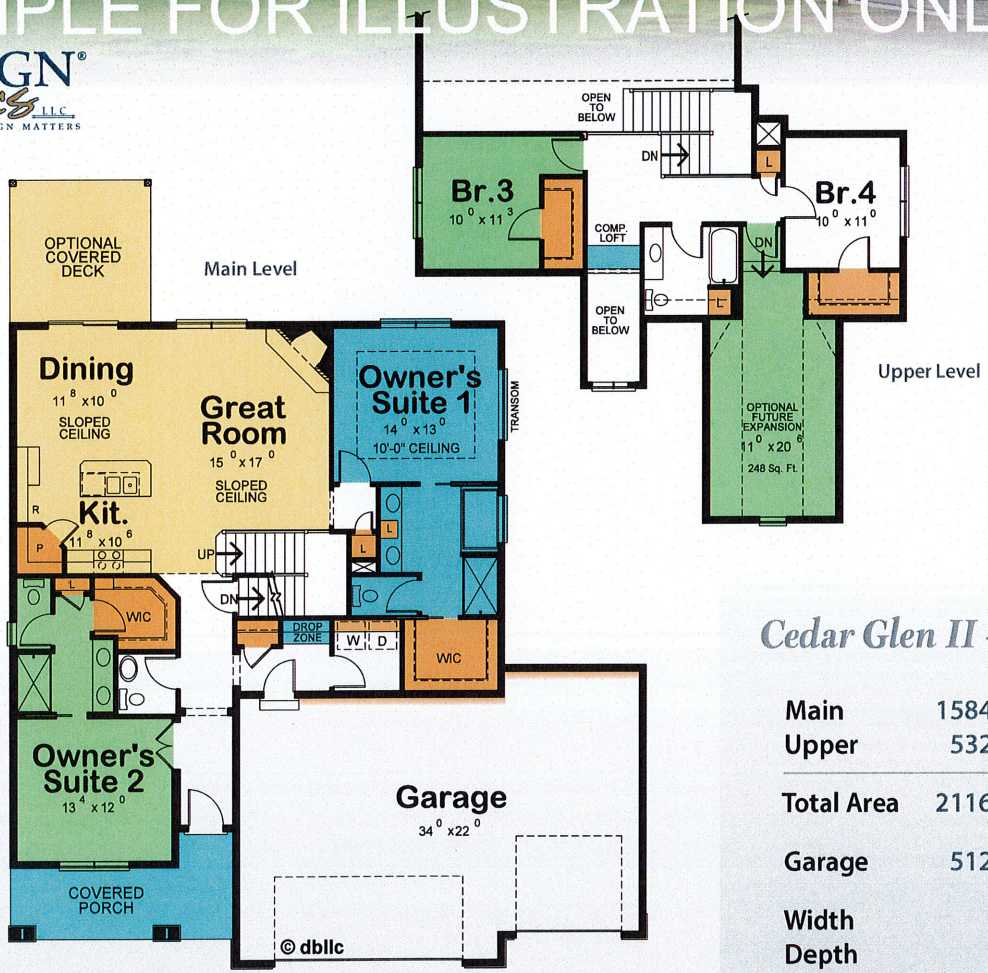
Cedar Glen II - 3 Car

#42369



SAMPLE FOR ILLUSTRATION ONLY

DESIGN[®]
BASICS^{LLC}
...WHERE GREAT DESIGN MATTERS



Cedar Glen II - 3 Car

Main	1584 Sq. Ft.
Upper	532 Sq. Ft.
Total Area	2116 Sq. Ft.
Garage	512 Sq. Ft.
Width	54'-0"
Depth	54'-0"
Ridge Height	28'-8"

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- STORING
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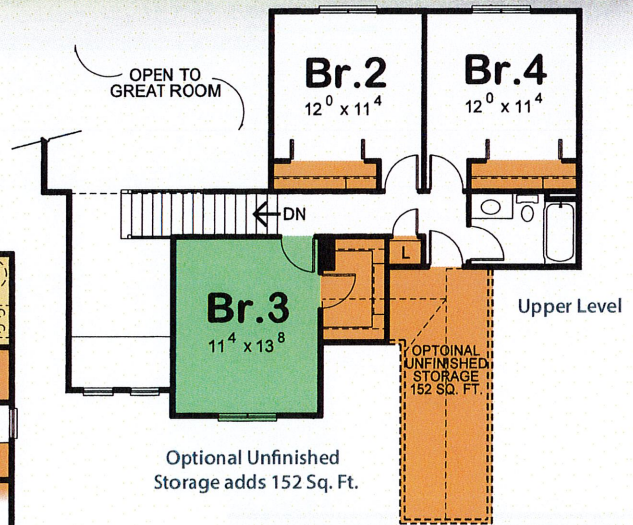
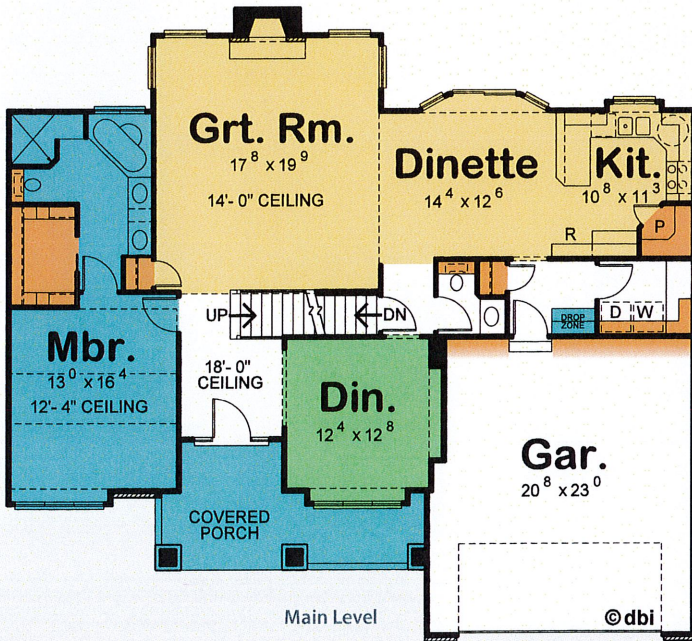
Flockhart

#42050



SAMPLE FOR ILLUSTRATION ONLY

DESIGN
BASICS LLC
...WHERE GREAT DESIGN MATTERS



Flockhart

Main	1497 Sq. Ft.
Upper	699 Sq. Ft.
Total Area	2196 Sq. Ft.
Garage	480 Sq. Ft.
Width	54'-4"
Depth	47'-4"
Ridge Height	29'-0"

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

FROM: *Jmc* Tim Casey, Director of City Development

RE: **Recommendation to sell 0.8 Acres of City owned property, (Parcel #02-122-02-410-001) located at the 6702 39th Avenue to Berkshire Hathaway Home Services and/or its Assigns.**

DATE: April 10, 2024

The Department of City Development has been working with City Administration to sell or otherwise transfer City owned lots that have been acquired for a variety of reasons, wherever those lots are not part of a larger redevelopment plan. The .8 acre site at 6702 39th Avenue was acquired to demolish and remediate the site of a former automotive repair facility and to facilitate the TIF District supporting a larger storm sewer project.

In October, 2023, the department produced information sheets on a number of City owned sites and disseminated them to local real estate brokers. Staff received several calls regarding the parcel at 6702 39th Avenue. One was from a small business considering building its own building. Two inquiries were from experienced home builders / developers.

On October 25, Berkshire Hathaway Home Services submitted a proposal to pay \$1.00 for the site. Berkshire Hathaway proposes to build 3 single-family homes, with a value of \$300,000 to \$350,000 each for an estimated taxable value of \$1,000,000. The developer worked with an engineering firm to propose a 3 lot subdivision. Homes would be built at market rate with no subsidy requested from the City.

On December 4, 2023, Acadia Properties in conjunction with DAC General Contracting submitted a proposal offering to pay \$42,000, payable when each of two homes sold after construction. The estimated cost of construction is \$240,000 each, plus \$21,000 land cost. The homes would be on two lots on the western half of the property. On the eastern portion of the lot the developers proposed to build a commercial building of slab on grade construction with stucco or brick exterior and storefront glass. The commercial building was estimated at 1,800 - 2,400 square feet.

The Department of City Development met with City Administration and the Alderman of the District to discuss the development proposals. 39th Avenue is not a primary commercial corridor, and the site is challenging given its irregular shape, and the adjacent railroad tracks. The Alderperson of the district expressed a preference for the proposal with three residential lots.

The Department of City Development recommends the Berkshire Hathaway Home Services proposal. We believe that three market rate modestly priced homes will integrate well with the neighborhood. We recommend the council approve the Berkshire Hathaway Home Services proposal and authorize Staff to work with this developer on a sales agreement and to move the development forward.

Please contact me at 262.653.4030 or via email at tcasey@kenosha.org if you have any questions.

TC:llb

Vacant Lot For Sale



6702 39th Avenue / Tax ID #02-122-02-410-001

0.78 Acres | 221' x 57' | 34,172 square feet
City Zoning - B-2 Community Business

Vacant lot on 39th Avenue adjacent to single family residential with access to transit and bicycle routes

Please contact:

City of Kenosha Department of City Development

tcasey@kenosha.org

Tim Casey (262) 653-4030



**BERKSHIRE
HATHAWAY**
HomeServices
Epic Real Estate

COMMERCIAL DIVISION

Mark S. Bourque, Founder
600 52nd St. Ste. 333 Kenosha, WI 53140
Bus. (262) 605-1505 Cell. (262) 945-1100
mark@epicmidwest.com
<http://www.epicmidwest.com>

October 25, 2023

Mr. Tim Casey
Director City Development
625 52nd Street, Room 308
Kenosha, WI 53140

Via: hand delivered

Re: 6702 39th Avenue

Dear Mr. Casey,

We are pleased to present the following Letter of Interest for city owned property for sale at 6702 39th Avenue. In the following pages we will demonstrate our intentions on how to develop this parcel, create tax value and improve the neighborhood.

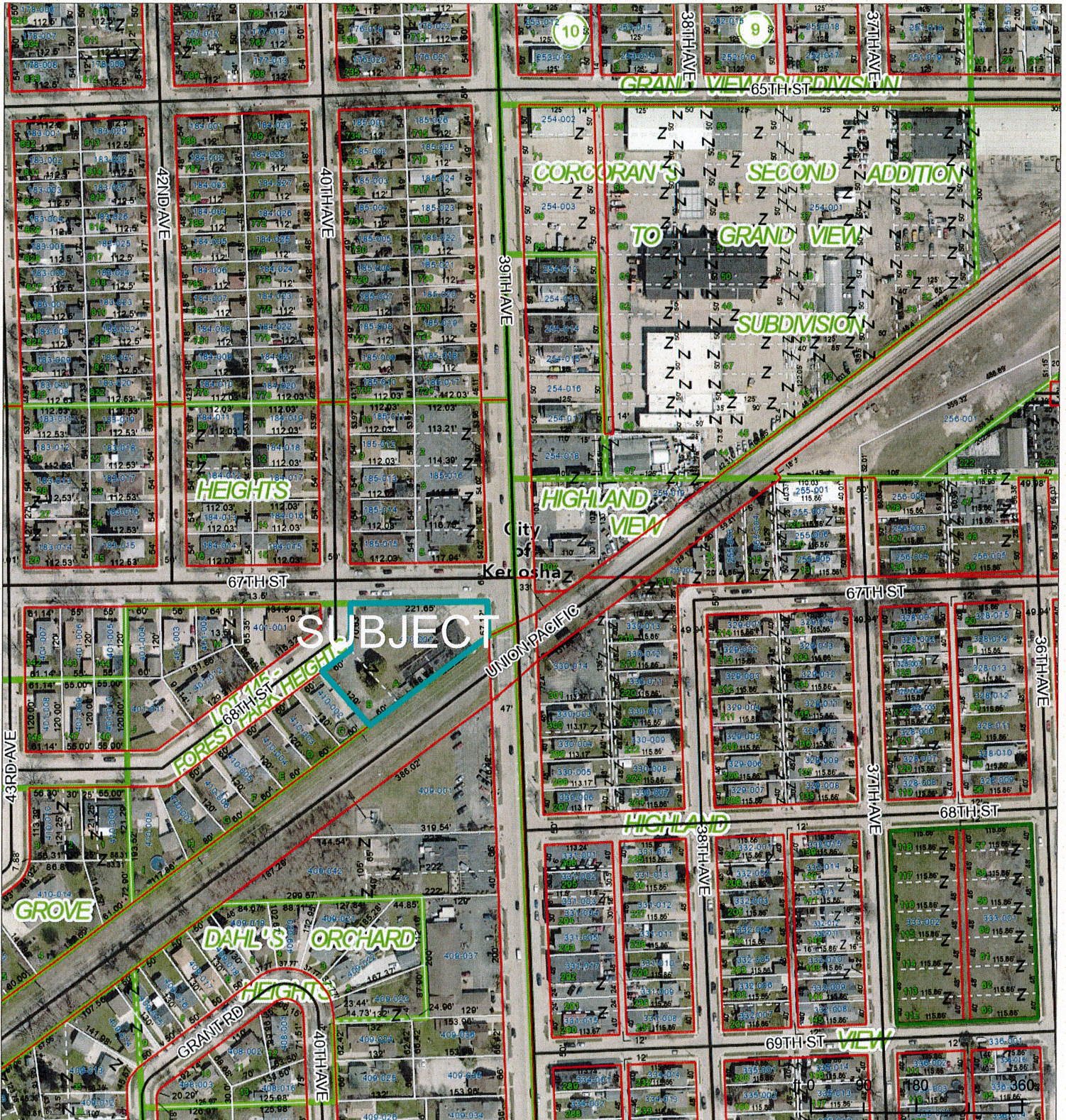
Should you have any questions please contact me at 262.945.1100 or mark@epicmidwest.com

Very truly yours,

Mark S. Bourque

AJ Swartz

Encl. (4) copies

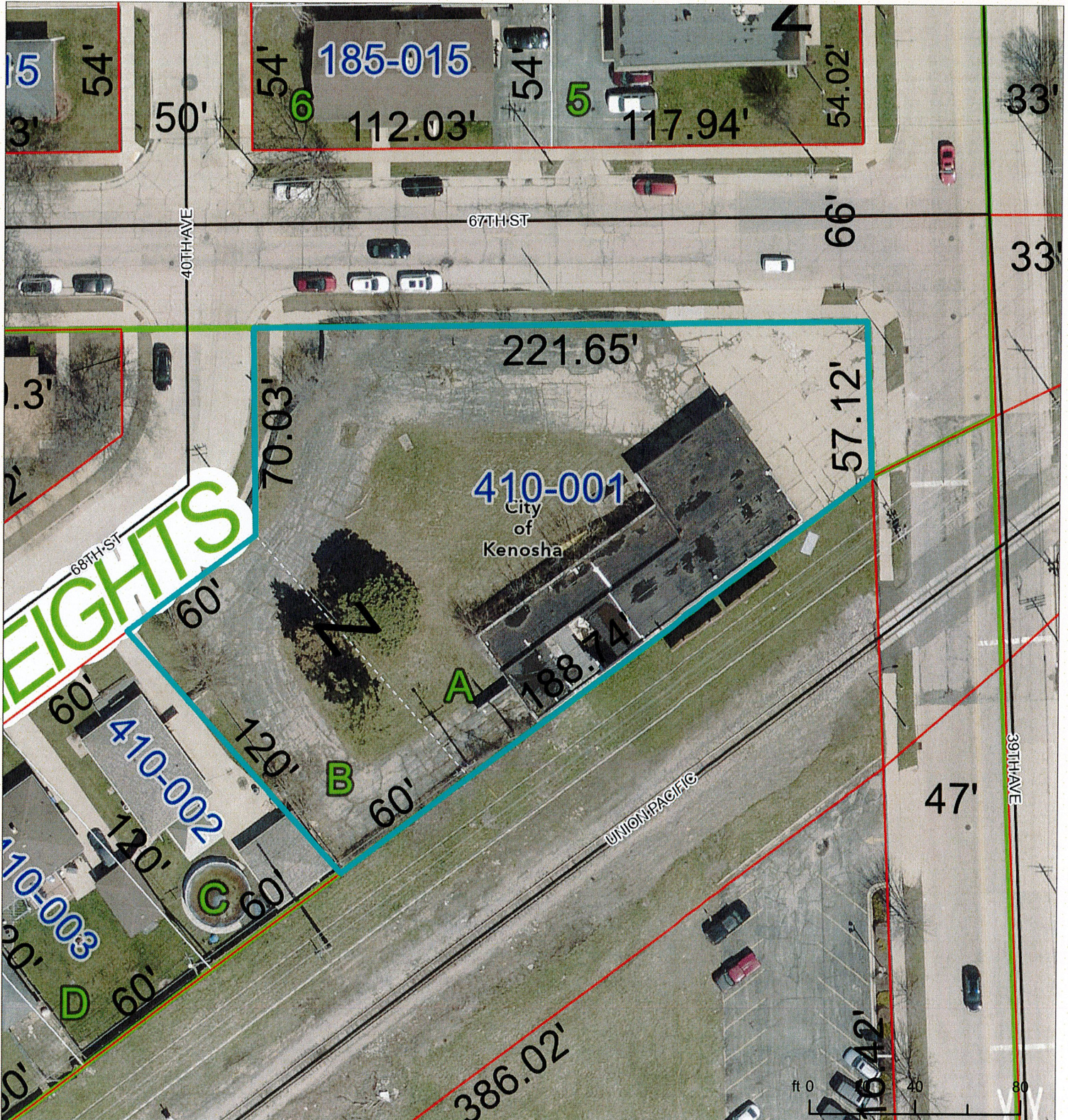


DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes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



1:609
1" = 51'

Date Printed: 10/20/2023



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.



**BERKSHIRE
HATHAWAY**
HomeServices
Epic Real Estate

COMMERCIAL DIVISION

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Bus. (262) 605-1505 Cell. (262) 945-1100
mark@epicmidwest.com
<http://www.epicmidwest.com>

PROPOSAL

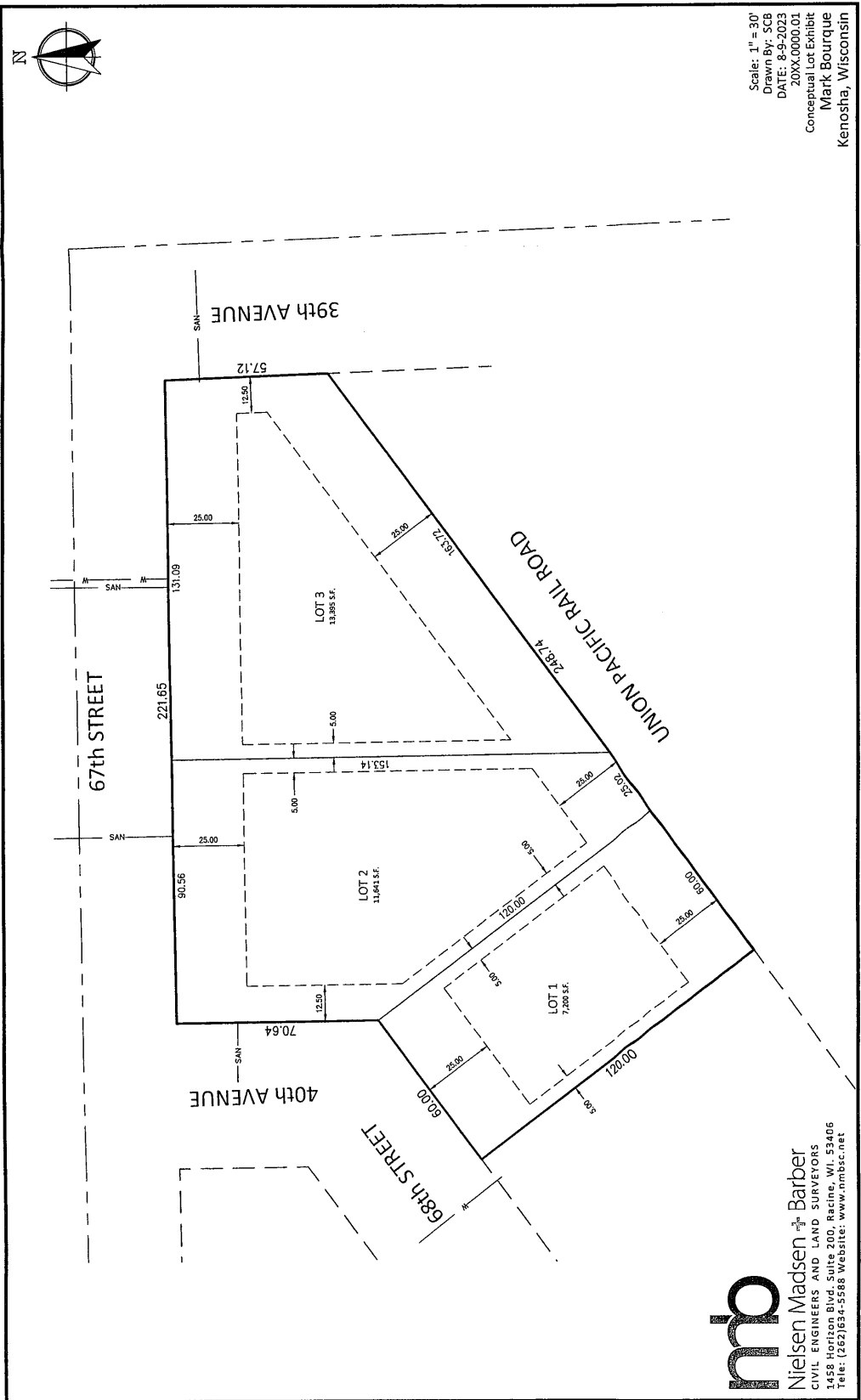
To construct 3 single family homes in design and style conducive to the Forest Park general neighborhood. The following sample home plans are for illustration, actual homes will be similar in nature and character but may differ in appearance.

Each lot shall meet the City of Kenosha RS-2 Zoning Code, similar to the adjoining single-family neighborhood. Homes will be market rate with no subsidy.

The 3 single family homes will be approximately 1,200 square feet and range in price \$300,000 to \$350,000, creating an assessed value of approximately \$1,000,000. At the current mill rate of \$25.11/1000 will add \$25,000 in real estate taxes.

The site characteristics include unusual shape lots, bordered by a collector road, Union-Pacific railroad tracks and the back face of a billboard creating challenges to marketability to new construction.

We offer to pay the City of Kenosha \$1.00 for good and merchantable title to .78 acres of vacant property located at 6702 39th Avenue, Kenosha, WI. Subject to 90 days due diligence, approval of a Certified Survey Map and Rezoning.



Scale: 1" = 30'
 Drawn By: SCB
 DATE: 8-9-2023
 20XX.0000.01
 Conceptual Lot Exhibit
 Mark Bourque
 Kenosha, Wisconsin

nmb
 Nielsen Madsen & Barber
 CIVIL ENGINEERS AND LAND SURVEYORS
 1458 Horizon Blvd, Suite 200, Racine, WI 53406
 Tele: (262)694-5588 Website: www.nmbssc.net

Wednesday, August 09, 2023 4:20:15 PM



[REVERSE](#)
[ASK THE DESIGNER](#)
[TELL A FRIEND](#)
[PLAN ALTERATIONS](#)
[SAVE PLAN](#)
[PRINT](#)

BUY THIS PLAN

#42396 Krebs Farm

1176 Sq Ft | 3 Bed | 2 Bath | 1 Story | Garage Spaces 2 | Width: 40'-0" Depth: 50'-0"

Square footage		Plan Specifications			Main features			Architectural Styles
First Floor	1176	Width	40' 0"	Main Level	9' 0"	Stories	1	Modern Farm House
Second Floor	0	Depth	50' 0"	Second Level	0' 0"	Bedrooms	3	
Total Heated	1176	Height	21'-1"	Foundation	Unf. Bsmt.	Bathrooms	2	

Garage	501	Exterior Walls	2 x 4	Garage Spaces	2
Unfinished Space	0				

Square footage

First Floor	1176
Second Floor	0
Total Heated	1176
Garage	501
Unfinished Space	0

Dimensions

Width	40' 0"
Depth	50' 0"
Height	21' 1"

Ceiling heights

Main Level	9' 0"
Second Level	0' 0"

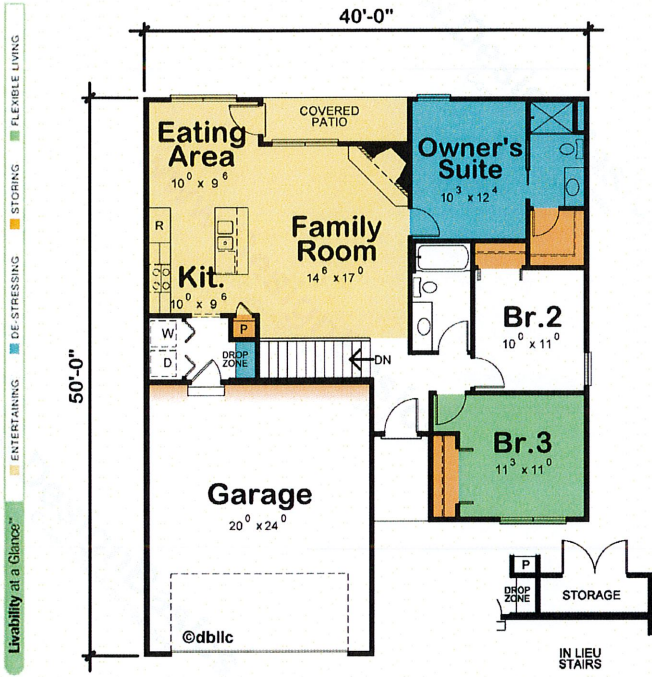
Main features

Stories	1
Bedrooms	3
Bathrooms	2
Garage Spaces	2

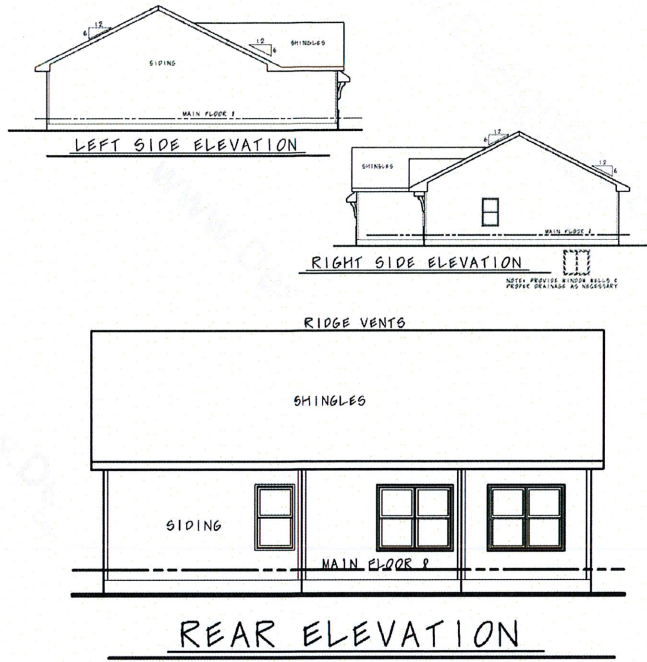
Architectural Styles

Modern Farm House

Main Level



Rear Elevation



REVERSE



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BUY THIS PLAN

#42394 Krebs Place

1176 Sq Ft | 3 Bed | 2 Bath | 1 Story | Garage Spaces 2 | Width: 40'-0" Depth: 50'-0"

Square footage		Plan Specifications		Main features			Architectural Styles	
First Floor	1176	Width	40' 0"	Main Level	9' 0"	Stories	1	Craftsman
Second Floor	0	Depth	50' 0"	Second Level	0' 0"	Bedrooms	3	^
Total Heated	1176	Height	21'-1"	Foundation	Unf. Bsmt.	Bathrooms	2	
Garage	501			Exterior Walls	2 x 4	Garage Spaces	2	

Unfinished Space 0

Square footage

First Floor	1176
Second Floor	0
Total Heated	1176
Garage	501
Unfinished Space	0

Dimensions

Width	40' 0"
Depth	50' 0"
Height	21 /1"

Ceiling heights

Main Level	9' 0"
Second Level	0' 0"

Main features

Stories	1
Bedrooms	3
Bathrooms	2
Garage Spaces	2

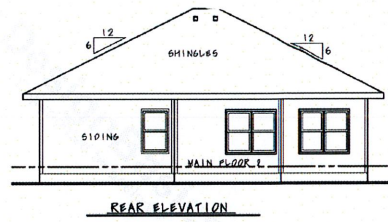
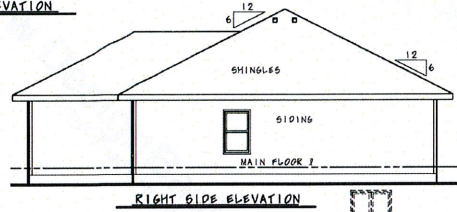
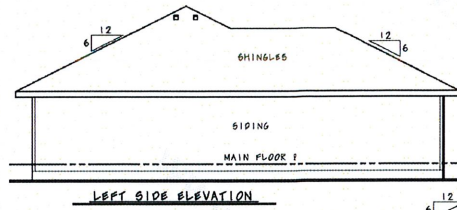
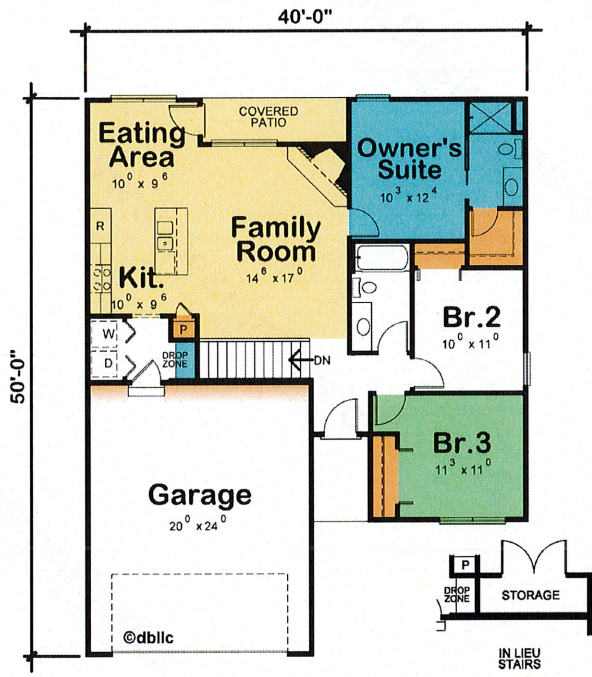
Architectural Styles

Craftsman

Main Level

Rear Elevation

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NOTES: PROVIDE WINDOW BELLS & PROPER DRAINAGE AS NECESSARY

REVERSE



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- [ASK THE DESIGNER](#)
- [TELL A FRIEND](#)
- [PLAN ALTERATIONS](#)
- [SAVE PLAN](#)
- [🖨️ PRINT](#)

BUY THIS PLAN

#24355 Southbeach

1163 Sq Ft | 3 Bed | 2 Bath | 1 Story | Garage Spaces 2 | Width: 49'-0" Depth: 47'-8"

Square footage		Plan Specifications			Main features		Architectural Styles	
First Floor	1163	Width	49' 0"	Main Level	9' 0"	Stories	1	Cottage
Second Floor	0	Depth	47' 8"	Second Level	0' 0"	Bedrooms	3	
Total Heated	1163	Height	21 '-0"	Foundation	Slab	Bathrooms	2	
Garage	440			Exterior	2 x 4	Garage	2	

Walls

Spaces

Unfinished Space 0

Square footage

First Floor 1163

Second Floor 0

Total Heated 1163

Garage 440

Unfinished Space 0

Dimensions

Width 49' 0"

Depth 47' 8"

Height 21 /0"

Ceiling heights

Main Level 9' 0"

Second Level 0' 0"

Main features

Stories 1

Bedrooms 3

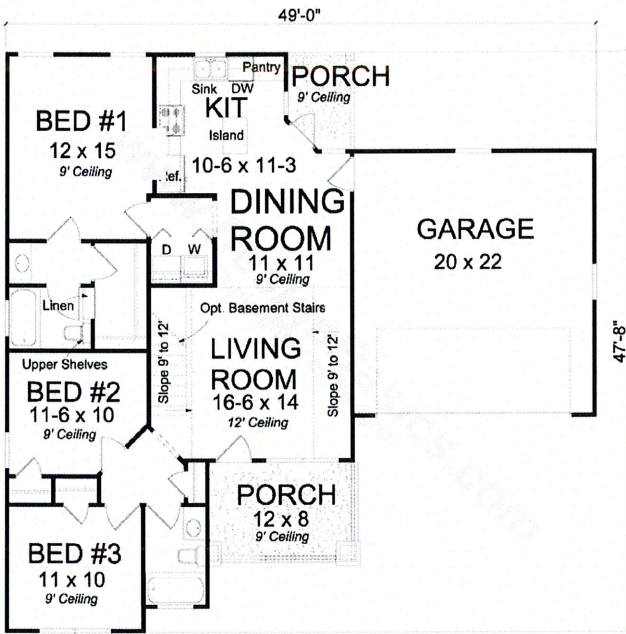
Bathrooms 2

Garage Spaces 2

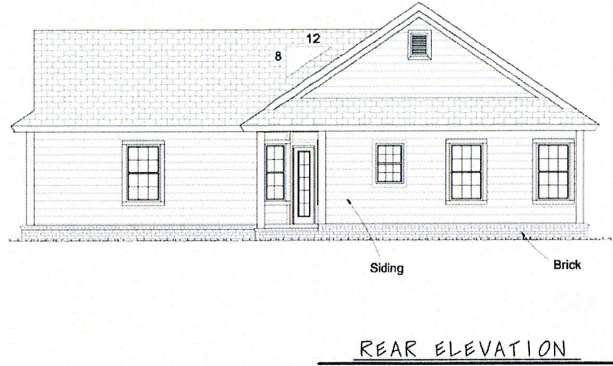
Architectural Styles

Cottage

Main Level



Rear Elevation



REVERSE

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

FROM: *TMC* Tim Casey, Director of City Development

RE: **New Residential Offer to Purchase Property at 2217 56th Street by the City of Kenosha from Moore & Associates, Inc. (District 7)**

DATE: **November 30, 2023**

An Offer to Purchase at 2217 56th Street for \$260,000 by the City of Kenosha requires approval by the Common Council.

The Property at 2217 56th Street is an eleven unit residential building owned by Moore & Associates, Inc. and is assessed at \$219,700. With a City-wide reassessment imminent, we believe this value will increase significantly. The property has no tenants at this time. The owner's broker approached the City given our ownership of most of this block and knowledge of the City's plans for the adjacent Kenosha Innovation Neighborhood.

The City would acquire the property, allow the seller to remove all contents, and would proceed with the raze process. The City would raze the building and plan for use of this block as a gateway to the KIN Development with entry signage, landscaping and surface parking. This is consistent with the adopted master plan for the Kenosha Innovation Neighborhood.

Funding would come from CIP Fund 463, Housing Authority / City Acquisition / Demolition Fund Fund. There are sufficient funds in this account to acquire and demolish the property.

Please contact me at 262.653.4030 or via email at tcasey@kenosha.org if you have any questions.

TMC:llb
Enclosures

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON April 9, 2024 [DATE] IS ~~(AGENT OF BUYER)~~

2 (AGENT OF SELLER/LISTING FIRM) ~~(AGENT OF BUYER AND SELLER)~~ [STRIKE THOSE NOT APPLICABLE]

3 The Buyer, _____, City of Kenosha,

4 offers to purchase the Property known as 2217 56th Street

5 _____

6 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-

7 642, or attach as an addendum per line 668] in the _____ City _____ of _____ Kenosha _____, County

8 of _____ Kenosha _____ Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Two Hundred Sixty Thousand
10 _____ Dollars (\$260,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: None.

13 _____

14 _____

15 _____

16 All personal property included in purchase price will be transferred by bill of sale or _____ N/A

17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
18 **or not included.**

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-15) and the following: All seller's business fixtures, equipment and all other personal
21 property.

22 _____

23 _____

24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**
25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
37 on or before _____ April 10, 2024 _____. Seller may keep the Property
38 on the market and accept secondary offers after binding acceptance of this Offer.

39 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

40 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
41 copies of the Offer.

42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

44 **CLOSING** This transaction is to be closed on _____ or before 5/10/24

45 _____ at the place selected by Seller,
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
47 holiday, the closing date shall be the next Business Day.

48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
51 **transfer instructions.**

52 **EARNEST MONEY**

53 ■ EARNEST MONEY of \$ N/A _____ accompanies this Offer.

54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

55 ■ EARNEST MONEY of \$ N/A _____ will be mailed, or commercially, electronically
56 or personally delivered within _____ days ("5" if left blank) after acceptance.

57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
58 N/A) **STRIKE THOSE NOT APPLICABLE**

59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
62 **disbursement agreement.**

63 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.
64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
86 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
87 this Offer except: None.

88 _____ . If "Time is of the Essence" applies to a date or Deadline,
89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
93 Seller's disclosure report dated N/A and a Real Estate Condition Report, if applicable, dated
94 N/A, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
95 offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____
96 None.

97 _____
98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**
101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**
102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**
103 **rescission rights per Wis. Stat. § 709.05.**

104 "Conditions Affecting the Property or Transaction" are defined to include:

- 105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
106 bulges), basement or other walls.
- 107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
108 fire safety, security or lighting.
- 109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
110 the Property or any Defect related to a joint well serving the Property.
- 111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
- 112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
113 septic system serving the Property not closed or abandoned according to applicable regulations.
- 114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
116 on the Property; LP tanks on the Property or any defects in such LP tanks.
- 117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
176 lines 185-197 shall be deemed satisfied unless Buyer, within N/A days ("30" if left blank) after acceptance, delivers: (1)
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: N/A

182 _____
183 _____ **[insert proposed use and type and**
184 **size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].**

185 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
186 181-183.

187 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
192 the following items related to Buyer's proposed use: _____

193 _____ or delivering written notice
194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
195 cost of Buyer's proposed use described at lines 181-183.

196 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
197 roads.

198 N/A **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither
199 stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY rezoning; conditional use permit;
200 variance; other _____ for the Property for its proposed use described at lines 181-183.
201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 N/A **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
204 providing" if neither is stricken) a _____ survey
205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
206 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's)
207 (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
208 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
209 encroachments upon the Property, the location of improvements, if any, and: _____

210 _____
211 STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to:
212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
215 policy.

216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
217 **to obtain the map when setting the deadline.**

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 N/A **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
226 Buyer within _____ days ("30" if left blank) after acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

- 227 Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity
- 228 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
229 is consistent with representations made prior to and in this Offer.
- 230 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
231 to be free and clear of all liens, other than liens to be released prior to or at closing.
- 232 Rent roll.
- 233 Other _____

235 Additional items which may be added include, but are not limited to: building, construction or component warranties,
236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other
237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future
238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("5" if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 N/A **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer's) (Seller's) expense STRIKE ONE ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("30" if
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

261 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects.
263 If Seller has the right to cure, Seller may satisfy this contingency by:

- 264 (1) delivering written notice to Buyer within N/A ("10" if left blank) days after Buyer's delivery of the Notice of
265 Defects stating Seller's election to cure Defects;
- 266 (2) curing the Defects in a good and workmanlike manner; and
- 267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
269 Assessment report and:

- 270 (1) Seller does not have a right to cure; or
- 271 (2) Seller has a right to cure but:
 - 272 (a) Seller delivers written notice that Seller will not cure; or
 - 273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase|Site Assessment")
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-642 or attach as an**
291 **addendum per line 668.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

296 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
297 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
298 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
299 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

300 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
301 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
302 **other material terms of the contingency.**

303 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
304 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
305 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to
306 be reported to the Wisconsin Department of Natural Resources.

307 **N/A INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

308 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which
309 discloses no Defects.

310 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
311 inspection of _____

312 _____
313 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

314 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,
315 provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified
316 independent inspector or independent qualified third party.

317 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

318 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
319 **well as any follow-up inspection(s).**

320 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers
321 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s)
322 identified in the inspection report(s) to which Buyer objects (Notice of Defects).

323 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

324 For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual
325 knowledge or written notice before signing the Offer.

326 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
327 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
328 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
329 **of the premises.**

330 **■ RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
331 If Seller has the right to cure, Seller may satisfy this contingency by:

332 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to
333 cure Defects;

334 (2) curing the Defects in a good and workmanlike manner; and

335 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

336 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

337 (1) Seller does not have the right to cure; or

338 (2) Seller has the right to cure but:

339 (a) Seller delivers written notice that Seller will not cure; or

340 (b) Seller does not timely deliver the written notice of election to cure.

341 **IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.**

342 **N/A FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
343 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

344 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than
345 \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
346 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

347 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
349 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan
350 sources or obtaining a construction loan or land contract financing, describe at lines 620-642 or in an addendum attached
351 per line 668. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
353 lender's appraiser access to the Property.

354 **■ LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
355 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
356 shall be adjusted as necessary to maintain the term and amortization stated above.

357 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.**

358 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

359 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
360 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
361 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
362 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
363 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

364 **NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a**
365 **contingency for that purpose.**

366 **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
367 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
368 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
369 (even if subject to conditions) that is:

- 370 (1) signed by Buyer; or
- 371 (2) accompanied by Buyer's written direction for delivery.

372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
373 this contingency.

374 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
375 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
376 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

377 **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344.
378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
379 written loan commitment from Buyer.

380 **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
381 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
382 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
383 unavailability.

384 **N/A SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or
 - 386 (2) the Deadline for delivery of the loan commitment set on line 344
- 387 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
388 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
389 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
390 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
391 worthiness for Seller financing.

392 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
393 acceptance, Buyer shall deliver to Seller either:

- 394 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
395 the time of verification, sufficient funds to close; or
- 396 (2) _____
397 _____ [Specify documentation Buyer agrees to deliver to Seller].

398 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
399 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
400 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
401 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
402 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
403 access for an appraisal constitute a financing commitment contingency.

404 **N/A APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
405 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
406 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
407 the agreed upon purchase price.

408 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
409 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
410 to the appraised value.

411 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.
412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
413 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal
414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

416 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
417 appraisal report and:

418 (1) Seller does not have the right to cure; or

419 (2) Seller has the right to cure but:

420 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

421 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
422 report.

423 **N/A** **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
424 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
425 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
426 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
427 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
428 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
429 Offer becomes primary.

430 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
431 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
432 association assessments, fuel and _____
433 _____

434 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

435 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

436 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

437 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
438 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE
439 APPLIES IF NO BOX IS CHECKED.

440 Current assessment times current mill rate (current means as of the date of closing).

441 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
442 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

443 _____

444 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be
445 substantially different than the amount used for proration especially in transactions involving new construction,
446 extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local
447 assessor regarding possible tax changes.**

448 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
449 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

454 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
456 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,
459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
460 None Known.

461 _____
462 _____ (insert other allowable exceptions from title, if any) that constitutes
463 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents
464 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

465 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements
466 may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates
467 making improvements to Property or a use other than the current use.**

468 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
469 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
470 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
471 lender and recording the deed or other conveyance.

472 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(~~Buyer's~~)
473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney 479 or Buyer not more than 15 days ("15" if left blank) after acceptance showing title to the Property as of a date 480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens 481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of 483 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In 484 such event, Seller shall have 5 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to 485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to 486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the 487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall 488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable 489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced 491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments 492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution 493 describing the planned improvements and the assessment of benefits.

494 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special 495 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are 496 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) 497 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all 498 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact 499 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

500 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights 501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the 502 (written) (oral) **STRIKE ONE** lease(s), if any, are N/A

504 _____ Insert additional terms, if any, at lines 620-642 or attach as an addendum per line 668.

505 **N/A ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days ("7" if left blank) before closing, estoppel 506 letters dated within _____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term, 507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease 508 or tenancy.

509 **DEFINITIONS**

510 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document 511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice 512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under 514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive 515 registered mail or make regular deliveries on that day.

516 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by 517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the 518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner 519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of 520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by 521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific 522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

523 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would 524 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would 525 significantly shorten or adversely affect the expected normal life of the premises.

526 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

527 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

528 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of 530 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

531 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total 532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of 533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, 535 building or room dimensions, if material.**

536 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
537 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
538 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
539 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
540 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
541 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
542 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
544 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
548 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
555 the Property.

556 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
557 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
558 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties,
559 and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
561 this Offer at lines 620-642 or in an addendum attached per line 668. At time of Buyer's occupancy, Property shall be in
562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current
563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

564 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
565 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
566 party to liability for damages or other legal remedies.

567 If Buyer defaults, Seller may:

- 568 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
569 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
570 damages.

571 If Seller defaults, Buyer may:

- 572 (1) sue for specific performance; or
573 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

574 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
575 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
576 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
577 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
578 arbitration agreement.

579 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
580 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
581 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
582 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
583 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

584 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
585 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
586 and inures to the benefit of the Parties to this Offer and their successors in interest.

587 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
588 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
589 or by telephone at (608) 240-5830.

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
595 amount of any liability assumed by Buyer.

596 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
597 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
598 **upon the Property.**

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

607 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
619 FIRPTA.

620 **ADDITIONAL PROVISIONS/CONTINGENCIES**

621 1. Buyer accepts the property in "AS-IS" condition.

622
623 2. This Offer is contingent upon approval by the Common Council for the City of Kenosha on
624 or before May 6th, 2024. Failure you to do shall render this Offer null and void.

625
626 3. Seller warrants that the property is vacant and that there are no tenants in the
627 property. Should any tenant assert a leasehold interest Seller shall terminate said
628 leasehold interest prior to closing. Seller agrees to indemnify and hold the Buyer
629 harmless from any such claim. This obligation shall survive the closing.

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643 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
644 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
645 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
646 result of the exchange.

647 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
648 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
649 650-665.

650 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
651 652 or 653.

652 Name of Seller's recipient for delivery, if any: Timothy Casey, City of Kenosha

653 Name of Buyer's recipient for delivery, if any: Robert J. Morrone, Prime Realty Group

Property Address: 2217 56th St, Kenosha, WI 53140-3812

654 (2) **Fax**: fax transmission of the document or written notice to the following number:

655 Seller: (_____) Buyer: (_____)

656 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a
657 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
658 address at line 661 or 662.

659 (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
660 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

661 Address for Seller: _____

662 Address for Buyer: _____

663 (5) **Email**: electronically transmitting the document or written notice to the email address.

664 Email Address for Seller: tcasey@kenosha.org

665 Email Address for Buyer: bob@primerealtywi.com

666 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
667 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

668 **ADDENDA**: The attached _____ N/A _____ is/are made part of this Offer.

669 This Offer was drafted by [Licensee and Firm] _____ Robert J. Morrone, Prime Realty Group

670 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions
671 sent via email. Funds wired to a fraudulent account are often impossible to recover.

672 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate
673 agent, Firm, lender, title company, attorney or other source connected to your transaction. These
674 communications are convincing and professional in appearance but are created to steal your
675 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate
676 source.

677 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU
678 calling a verified number of the entity involved in the transfer of funds. Never use contact
679 information provided by any suspicious communication.

680 **Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or**
681 **verification of any wiring or money transfer instructions.**

682 Buyer Entity Name (if any): _____ City of Kenosha

683 (x) _____

684 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ _____ Date ▲

685 (x) _____

686 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ _____ Date ▲

687
688 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
689 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
690 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
691 **COPY OF THIS OFFER.**

692 Seller Entity Name (if any): _____ Moore & Associates, INC

693 (x) _____ DocuSigned by: _____
694 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Tony Moore _____ Date ▲ 04/09/2024

695 (x) _____

696 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ _____ Date ▲

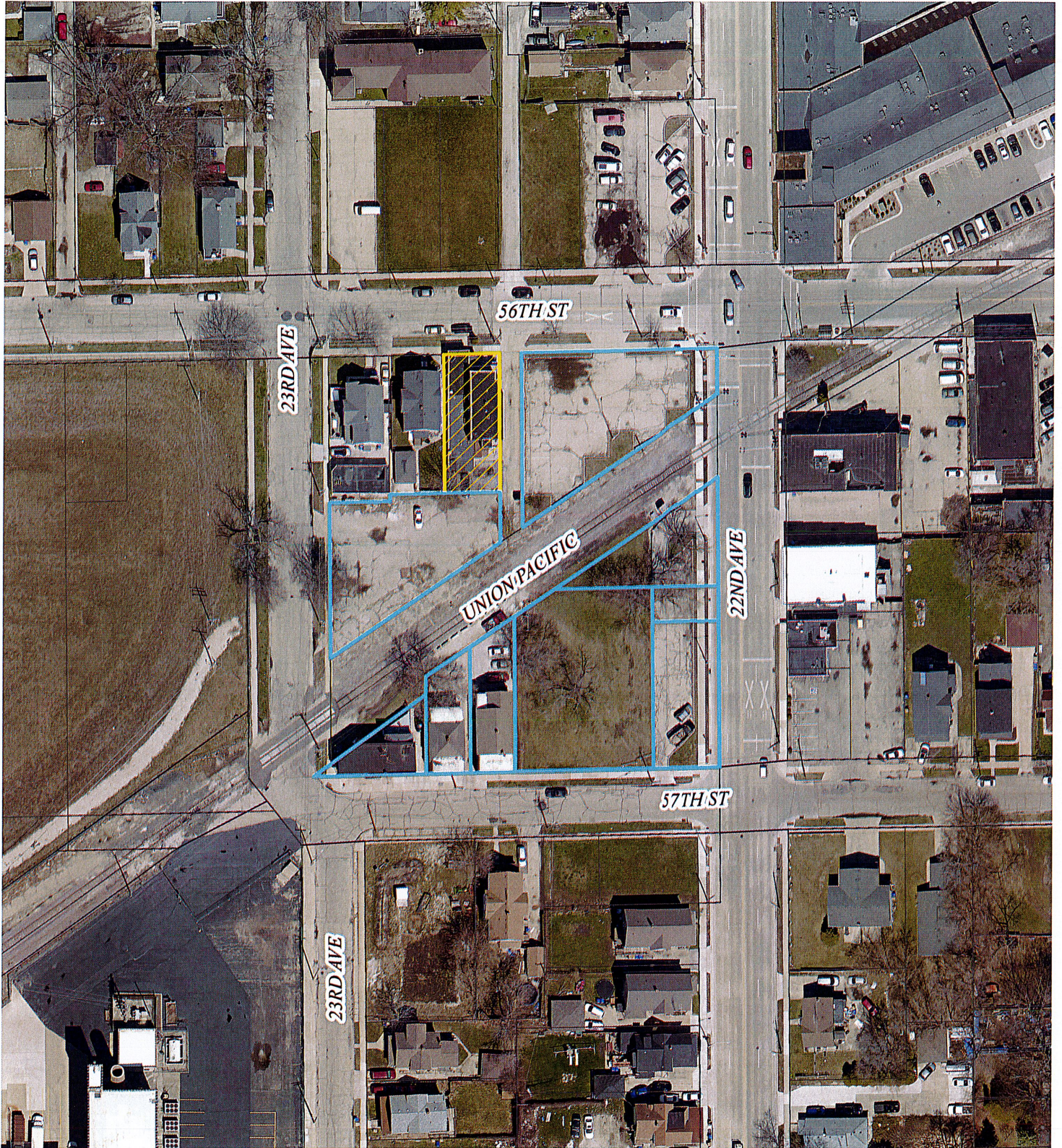
697 This Offer was presented to Seller by [Licensee and Firm] _____ Robert J. Morrone



698 _____ Prime Realty Group _____ on _____ 04/09/2024 _____ at _____ 2:30PM _____ a m/p m

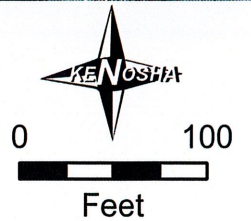
699 This Offer is rejected _____ This Offer is countered [See attached counter] _____

700 Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲

Offer to Purchase
2217 56th Street



-  Subject Property
-  Properties currently owned by the City



City of Kenosha
Vicinity Map
Taken from KIN Master Plan



OPTION TO PURCHASE

ALFORD BUILDING PROJECT

Tax Key: 12-223-31-478-007

THIS OPTION TO PURCHASE (“**Agreement**”) is entered into this 15th day of April, 2024 (the “**Effective Date**”) by and between the City of Kenosha (“**City**”) and Public Food Markets, Inc., (“**Public Food Markets**”).

RECITALS

- A. City owns real property located at 702-714 58th Street, in the City of Kenosha, Wisconsin (“**Property**”).
- B. Public Food Markets desire to acquire the Property and develop a food educational center and community grocery store. (“**Project**”).
- C. City has demonstrated that it is amenable to the Project.

AGREEMENT

For and in consideration of the sum of Two Hundred and Eighty Five Thousand (\$285,000.00) dollars the City does hereby grant unto the Public Food Markets an option to purchase the Property on the following terms and conditions:

1. **Purpose.** Subject to the conditions herein, this “Option” is granted for the purpose of granting the exclusive right to Public Food Markets to purchase the Property in order to construct the Project. From and after the Effective Date, and until this Agreement is terminated, City shall not enter into any new contracts or agreements relating to the Property, including without limitation, mortgages or other instruments that encumber the Property, leases, options, rights of first refusal, or any other agreement that impairs Public Food Markets’ exclusive right to purchase the Property.
2. **Terms.** The Parties agree that the purchase price for the Property shall be an amount equal to \$285,000.00 (the “**Purchase Price**”). All terms and obligations for the sale of the Property are subject to negotiations satisfactory to the Parties including, but not limited to, (1) City approval of the aesthetics of the design, (2) environmental approvals, (3) indemnification obligations, (4) the parties’ respective duties and obligations, and (5) any contingencies to be set forth in a mutually agreeable purchase and sale agreement to be executed by the parties at a future date.

The Purchase Price Shall be evidenced by a sellers’ promissory note issued by Public Food Markets to the City (the “**Note**”). The Note shall not accrue interest. The Note shall include a provision that the City will forgive the Note in the event Public Food Markets spend at least \$1,000,000 in structural improvements of the building on the Property within the first twelve (12) months following the actual purchase.

4. **Option Period.** This Option shall commence on the Effective Date and, unless terminated by mutual agreement, shall continue in effect for a period of nine (9) months after the approval of this Option. Notwithstanding the foregoing, the Option period is anticipated to expire by January 8, 2025. After this period, Public Food Markets may request an additional extension up to six (6) months under the same terms of this Agreement. Should the Public Food Markets fail to exercise its option before the expiration of the Option period, this Option shall be null and void and neither party shall have any further obligation hereunder.

5. **Termination Right.** The Public Food Markets shall have the sole and exclusive right to terminate this Option at any time, without any cost or liability to the Public Food Markets, upon ten (10) days prior written notice to the City.

6. **City's Warranties and Representations.** City hereby makes the following warranties and representations with respect to the Property:
 - a. City has the full power and authority to enter into this Option.
 - b. To the best of City's current and actual knowledge, City has not received, and City has no knowledge of any predecessor receiving, notice of any violation of any law, municipal ordinance or other governmental requirement affecting the Property. City has no knowledge that any governmental authority is contemplating issuing such notice or that any such violation exists.
 - c. To the best of City's current and actual knowledge, there are no condemnation or eminent domain proceedings, nor any negotiations in lieu of condemnation, pending against the Property, and City is not aware of any condemnation or eminent domain proceedings being contemplated or threatened against the Property.

7. **Right of Inspection.** During the term of this Agreement, the Public Food Markets will be able to inspect the Property. Prior to inspecting the Property, any individual must sign necessary waivers provided by the Office of the City Attorney.

8. **Notices.** All notices and demands by either party to the other shall be given in writing and personally delivered or sent by overnight commercial courier and addressed:

To the City:	Director of City Development Municipal Building, Room 308 625 52 nd Street Kenosha, WI 53140
--------------	--

With copies to:	City Clerk/Treasurer Municipal Building, Room 105 625 52 nd Street Kenosha, WI 53140
-----------------	--

Office of the City Attorney
Municipal Building, Room 201
625 52nd Street
Kenosha, WI 53140

To Public Food Markets:	Public Food Markets, Inc. 6633 Green Bay Road Kenosha, WI 53142 Attn: J. Michael McTernan
-------------------------	--

[SIGNATURE PAGES FOLLOW]

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

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

BY: _____
MICHELLE L. NELSON,
City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2024, the abovementioned John M. Antaramian and Michelle L. Nelson to me known to be the Mayor and City Clerk/Treasurer of the City of Kenosha, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

PUBLIC FOOD MARKETS, INC.

BY: _____
J. MICHAEL MCTERNAN, President

Date: _____

STATE OF _____)
) ss.
CITY OF _____)

Personally came before me this _____ day of _____, 2024, _____, to me known to be the person who executed the above and foregoing Option.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

TOWER SPACE LICENSE AGREEMENT

THIS TOWER SPACE LICENSE AGREEMENT (the “License Agreement”) is made and entered into on _____ by and between **Kenosha Cellular Telephone, L.P.**, a Delaware limited partnership, having a principal place of business at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 (“Licensor”), and the **Kenosha Police Department**, having a principal place of business at 1000 55th Street, City of Kenosha, Wisconsin 53140 (hereinafter referred to as “Licensee”).

WHEREAS, Licensor has a leasehold interest in certain real property located at 8730 22nd Avenue, City of Kenosha, in Kenosha County, Wisconsin, at coordinates 42.54865299 North, - 087.83758908 West (the “Site”). The Site is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Licensee leases from Licensor the Licensed Space (as hereinafter defined) pursuant to the Tower Space License Agreement dated July 1, 2010 (the “Prior Agreement”), that will expire on the Commencement Date (as hereinafter defined) of this License Agreement. This License Agreement will continue that relationship; and

WHEREAS, Licensee desires to occupy, and Licensor is willing to provide, attachment locations upon the Tower (the “Tower”) for the placement of Licensee’s antennas, cabling and ancillary equipment (the “Tower Space” and alternatively referred to as the “Licensed Space”).

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. License Conferred. Licensor hereby confers upon Licensee, and Licensee hereby receives and accepts from Licensor, a license and privilege, which shall be irrevocable for the stated duration hereof unless otherwise stated herein, to do all of the following:

(a) Occupy attachment locations upon the Tower Space with one (1) Andrew PTP 820 (1’ diameter) microwave dish with one (1) Cambium Networks PTP18820S-V2 ODU and one (1) Cambium CAT6A Outdoor 3/8” transmission line, at a centerline height of eighty feet (80’) above ground level, all as more particularly described in Exhibit B attached hereto and incorporated herein, oriented in such directions as shall be in accordance with Licensee’s needs, subject to existing attached devices of other users.

(b) Extend and connect lines for signal carriage and amplifier power between Licensee’s antennas upon the Tower and Licensee’s Equipment located on a parcel of land adjacent to the Site.

(c) Extend and connect utility lines and related infrastructure between Licensee’s Equipment and suitable utility company service connection points.

(d) Traverse the Site as reasonably necessary to accomplish Licensee's purpose contemplated herein.

(e) Licensor's right of access to the Site is an easement granted in the underlying Ground Lease dated April 12, 2004, as amended by Ground Lease Amendment Number One dated March 14, 2008 (the "Prime Lease"), between Licensor and the owner of the Site. Licensee has read this underlying Prime Lease agreement and is satisfied with the easement rights Licensor is able to grant to Licensee. Licensor makes no representations regarding rights to access the Site.

2. Improvements and Purpose.

(a) Use. Licensee shall be permitted to use the Tower to install, operate, and maintain thereon common carrier radio base station equipment, including system networking, station control and performance monitoring functions, and for no other use or purpose. Licensee's installation of Licensee's Equipment on the Tower shall be limited to the antennas and other equipment and frequencies agreed upon in advance by Licensor. Licensee's equipment shall at all times comply with and conform to all laws and regulations applicable thereto, and shall be subject to Licensor's review and approval which shall not be unreasonably withheld, conditioned or delayed, regarding Licensee's placement of equipment, method of installation, and all other matters which Licensor deems, in Licensor's reasonable opinion, to affect Licensor's own operations or interests.

(b) Plans and Specifications. Licensee, at the Licensee's expense and prior to commencing the installation of Licensee's Equipment, shall submit to Licensor the following: (i) detailed plans and specifications setting forth the proposed antennas and other equipment, the height and location of such equipment, and the construction, installation, and other work to be performed on the Tower, (ii) a structural analysis of the Tower addressing the installation of additional antennas and other equipment on the Tower by the Licensee and demonstrating that the installation of such equipment shall not exceed the load capacity of the Tower, and (iii) a list of all known frequencies licensed or assigned to Licensee by the Federal Communications Commission (the "FCC") to be used on the Tower. Licensee shall not install any equipment or commence any work on the Tower until Licensor approves, in writing, Licensee's plans and specifications, structural analysis and frequencies, such approval to be given in Licensor's reasonable/sole and absolute discretion. If Licensor does not approve Licensee's plans and specifications, structural analysis or frequencies, Licensee may not install or construct Licensee's Equipment on the Tower.

(c) Limited Use of Tower. Licensee's installation of Licensee's Equipment on the Tower shall be limited to the portion of the Tower structure for which Licensee has been granted a license, and Licensee shall not have the right to use Licensor's equipment or other portions of the Tower.

(d) Time of Installation. Licensee's installation of Licensee's Equipment on the Tower shall be performed on dates and at times and within time frames approved by Licensor in writing and shall not interrupt or interfere with the operation of Licensor's communications

system or Licensor's Equipment unless Licensor agrees to such interruption or interference in writing.

(e) Compliance with Laws. Licensee's installation of Licensee's Equipment shall be in compliance with all present and future laws, regulations, and requirements of all federal, state or local authorities, and Licensee shall deliver to Licensor, prior to installing Licensee's Equipment on the Tower or structurally enhancing the Tower, all certificates, permits, licenses and other approvals required by any federal, state or local authority to install Licensee's Equipment or structurally enhance the Tower.

3. Duration. The initial term of this License Agreement shall be five (5) years, commencing upon full execution of this License Agreement (the "Commencement Date") and expiring on the fifth (5th) anniversary of the Commencement Date. Thereafter, provided that it has faithfully performed its obligations under this License Agreement, Licensee shall have the option to extend its occupation of the Licensed Space, continuing all the same conditions and provisions hereof, for five (5) additional terms of five (5) years each. This License Agreement shall not renew unless Licensee shall notify Licensor, in writing, of Licensee's intention to renew this License Agreement, at least one hundred twenty (120) days prior to the expiration of the initial term, or as applicable, any additional term.

4. License Fee. Licensee shall pay to Licensor as a License Fee pursuant to this License Agreement in the basic amount of Five Hundred Sixty-Five Dollars (\$565.00) per month which amount shall be due on the first (1st) day of each calendar month. Payments not received by the tenth (10th) day of the month when due shall be subject to the imposition of a late payment charge at the rate of five percent (5%) per month until paid. Annually, on the anniversary of the Commencement Date and every year thereafter for the duration of this License Agreement, the amount of the monthly license fee which Licensee shall pay to Licensor shall be increased by an amount equal to three percent (3%) of the License Fee in effect during the previous year. Until further notice, checks should be made payable to Kenosha Cellular Telephone, L.P., must include reference number 777323 in the payment remittance, and be mailed to P.O. Box 958814, St. Louis, Missouri, 63195. Licensor's FEIN is 39-1757974.

5. Utilities. Licensee shall solely and independently be responsible for the separate metering, billing, and payment of utility services consumed by Licensee's operations. Licensor agrees to grant Licensee or its designated utility provider easements reasonably required for the delivery of electricity and telephone services to Licensee's operations.

6. Mechanic's Liens. Licensee shall keep the Tower free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower and Licensee's structural enhancement of the Tower, if any, and for a one hundred twenty (120) day period after completion of the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or any structural enhancements to the Tower. If a mechanic's or materialmen's lien is filed against the Tower as a result of Licensee's installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or structural enhancement of the Tower, Licensee shall cause any such lien to be bonded or discharged of record within twenty (20) days of being notified of the lien. If Licensee fails to bond or discharge the lien within such twenty (20) day period, Licensor,

in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed to be due or to bond the lien. Any amount paid by Licensor in discharging or bonding any lien together with all costs and expenses, including, without limitation, attorney's fees and costs, shall be immediately due and payable by Licensee upon demand from Licensor and Licensee agrees to indemnify and hold Licensor harmless from all such amounts.

7. Taxes. Licensor shall be responsible for payment of all personal and real property taxes assessed directly upon and arising solely from the Tower and Licensor's Equipment or use of Licensor's communications system on the Tower; provided, however, if Licensor's personal or real property taxes increase as a result of Licensee's Equipment or any improvements constructed by Licensee on the Tower, Licensee shall be responsible for payment of the increase in Licensor's personal and real property taxes. Licensee shall be responsible for payment of all personal property and any other taxes assessed directly upon and arising from Licensee's Equipment or the Licensee's use of Licensee's Equipment on or about Tower.

8. Maintenance and Repairs.

(a) Tower and Licensor's Equipment. Licensor shall be responsible for proper maintenance of the Tower, and Licensor covenants to keep the Tower in good condition and repair, and in compliance with rules and regulations enforceable by the Federal Communications Commission, the Federal Aviation Administration, and other governmental authorities, provided, however, in the event Licensee's Equipment cause increased maintenance, repairs, or replacements to the Tower, Licensee shall pay the cost of the increased maintenance, repairs and replacements to Licensor within thirty (30) days of receipt of written notice and copy of an itemized invoice from Licensor. Licensee shall be responsible for the proper maintenance of Licensee's Equipment.

(b) Licensee's Equipment. Licensee, at Licensee's expense, shall maintain, repair and replace Licensee's Equipment during the term or any renewal terms of this License Agreement provided that any alterations, modifications, repairs or replacements to Licensee's Equipment do not increase the number of antennas, cables or other equipment in the Tower Space, or increase the size or weight thereof, or materially alter the location thereof without prior written approval from Licensor. In order to protect the integrity of the Tower, Licensee agrees that any maintenance, repair and/or replacement performed on the Licensee's Equipment on the Tower shall be done in a workmanlike manner and all work shall be performed in a manner consistent with Licensor's high-quality construction standards. Further, any maintenance, repair or replacement work performed on the Licensee's Equipment shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment unless Licensor agrees to such interruption or interference in writing. Prior to the commencement of any maintenance, repair or replacement work on the Licensee's Equipment, Licensee shall submit detailed plans and specifications of the maintenance, repair and replacement work to be performed to Licensor for Licensor's written approval to Network Operations Center at (800) 510-6091, email: NOCCM@uscellular.com. Licensor shall have the right to approve the plans, specifications and any contractor(s) performing work on Licensee's behalf prior to the

commencement of any maintenance, repair or replacement work on the Licensee's Equipment, such approval not to be unreasonably withheld, conditioned or delayed. Unreasonably withheld, conditioned or delayed shall not include, and may not be limited to, any requirement by Licensor to complete a tower mapping, structural analysis or any other similar study and the recommended modifications to the tower based on those studies. Licensee shall have twenty-four (24) hour access seven days per week for routine maintenance of bay station equipment. Licensee shall provide Licensor with at least forty-eight (48) hours' notice prior to any maintenance, repair or replacement that requires access to the Tower unless an emergency exists, in which case notice shall be provided to Licensor at least twenty-four (24) hours after access to the Tower has occurred. Licensor shall have the right to have a representative present during any maintenance, repair or replacement on the Licensee's Equipment that requires access to the Tower.

9. Access. Licensee shall at all times have unrestricted access to Licensee's equipment; provided, however, that its access to the Tower shall be limited to the installation, removal, and periodic maintenance of Licensee's antennas and lines at Licensee's sole expense by a qualified tower services contractor approved in advance by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed.

10. Interference. Licensee agrees not to allow any use of Licensee's Equipment or the Tower that may cause interference with or cause the improper operation of the Tower, Licensor's related equipment, Licensor's communications signal or system, or any third party's equipment or communications system located on the Tower prior to Licensee's use of the Tower. In the event Licensee's Equipment or Licensee's use of the Tower causes measurable interference with or the improper operation of the Tower, Licensor's related equipment or communications system or any third party's equipment or communications system located on the Tower prior to Licensee's use of the Tower, Licensee, upon notification of such interference, agrees to promptly remedy such interference at Licensee's cost and, if necessary, agrees to cease operations (other than tests) until such interference is corrected to Licensor's sole satisfaction. Licensor agrees not to allow any subsequent third party's use of equipment or the Tower that may cause interference with or cause the improper operation of the Tower, the Licensee's related equipment, or the Licensee's communications signal or system. In the event any subsequent third party causes measurable interference with or the improper operation of the Tower, Licensee's related equipment or communications system, Licensor, upon notification of such interference, agrees to promptly remedy such interference to Licensee's sole satisfaction, at Licensor's cost.

11. Interruptions. Licensor and Licensee agree that Licensor shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the Licensee's Equipment or the operation of the Licensee's Equipment including, without limitation, equipment failures, utility failures, structural failures, or otherwise. Licensor shall not give any unauthorized access to Licensee's Equipment; however, Licensor shall not be responsible to Licensee for any unauthorized access thereto. In all maintenance, repair, or replacement work performed by Licensor on Licensor's Equipment or the Tower, Licensor shall take all reasonable steps to not interrupt or interfere with the operation of Licensee's communications system or equipment without Licensee's written agreement.

12. Compliance with Laws. Licensee shall comply with all present and future laws, regulations, and requirements of all federal, state, and local governments and their agencies as they relate to the use, operation, maintenance, repair, replacement, and occupancy of the Tower and the Licensee's Equipment, as the case may be. Without limiting the foregoing, the Licensee shall at all times use, operate, maintain, repair, replace, and occupy the Tower and the Licensee's Equipment, as the case may be, in accordance with all FCC, FAA, and all other regulations, ordinances or laws.

13. Compliance with FCC Radio Frequency Emissions Requirements.

(a) It shall be the responsibility of the Licensee to ensure that Licensee's use, installation, or modification of Licensee's radios, signal carriage devices and antennas (Licensee's Equipment") on the Tower does not cause radio frequency exposure levels of all the existing equipment located on the Tower and in the surrounding vicinity including the Licensee's Equipment, Licensor's equipment and all other transmitting equipment in the vicinity to exceed those levels permitted by the Federal Communications Commission ("FCC"). Licensor shall require other communications users of the Tower to bear the same responsibility.

(b) If it is determined that the radio frequency levels on the Tower and surrounding vicinity exceed exposure levels set by the FCC and the responsible party causing such exposure cannot be identified, then Licensee shall reconfigure Licensee's Equipment, including but not limited to reducing power levels, as reasonably directed by Licensor, and shall equitably share in all expenses incurred by Licensor as are necessary in order to meet FCC compliance levels.

(c) Licensee shall reimburse Licensor, within 30 days following receipt of an invoice from Licensor, for reasonable expenses or costs incurred by Licensor to perform FCC RF compliance tests for human exposure to RF radiation as a result of the installation, existence or subsequent modification of Licensee's Equipment on the Tower.

(d) Licensee agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Tower in non-compliance, Licensee will cooperate with Licensor and other users of the Tower to bring the Tower into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Tower into compliance.

(e) Licensee acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), Licensee shall reduce operating power or cease operation of Licensee's Equipment when it is necessary to prevent the overexposure of workers on the Tower to RF radiation.

14. Mutual Indemnification. Each party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other party, against all claims, losses, costs, expenses, damages, and liabilities arising from: (i) the negligence, willful misconduct or strict liability of such party, or its agents, employees, or contractors; or (ii) any material breach by such party of

any provision of this License Agreement. Neither party shall be responsible or liable to the other for any claim, loss, cost, expense, damage or liability arising from any claim to the extent attributable to any acts or omissions of the other party or to other third parties at the Tower.

15. Insurance. Licensee shall have adequate insurance at all times at Licensee's expense which coverages shall include but are not limited to the following: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of Five Million Dollars (\$5,000,000.00) covering personal injury and property damage, completed operations, independent Licensees and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of One Million Dollars (\$1,000,000.00); and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of One Million Dollars (\$1,000,000.00). The foregoing insurance shall be issued on an occurrence basis, shall be primary with respect to any liability assumed by Licensee hereunder, shall specifically name Licensor as an additional insured, and include a waiver of subrogation in favor of Licensor. Licensee shall provide Licensor with certificates of insurance evidencing the required coverage and shall give Licensor thirty (30) days written notice if the coverage represented in these certificates is reduced or canceled.

Notwithstanding the foregoing, neither Licensee nor any employee, contractor, subcontractor or agent of Licensee shall allow any person to enter upon or climb on the Tower without inclusion of such person under its insurance policy coverage as required hereunder or without ensuring that such person is adequately insured and using appropriate preventive fall protection.

16. Opportunity to Cure Defaults. If Licensee fails to comply with any provision of this License Agreement which Licensor claims to be a default hereof, Licensor shall serve written notice upon Licensee specifying the default, whereupon a grace period of thirty (30) days shall commence to run during which Licensee shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional thirty (30) days, provided Licensee makes a good faith showing that efforts toward a cure are continuing.

17. Transfer of Licensee's Interest. Licensee's interest under this License Agreement shall be assignable by Licensee, without the necessity of obtaining Licensor's consent, in connection with the transfer to the named holder of a FCC license or to an affiliate, subsidiary or partner of Licensee, provided, however, no such assignment shall relieve Licensee of any obligation under this License Agreement and Licensee and any assignee shall be jointly and severally liable under this License Agreement. Any other assignment of this License Agreement by Licensee shall require Licensor's prior written consent.

18. Multiple Users. Licensee shall not sublet or otherwise subdivide the Licensed Space or any portion thereof, or permit the Licensed Space to be occupied by multiple simultaneous users claiming through or under Licensee.

19. Removal of Licensee's Property. Licensee's Equipment are agreed to be Licensee's personal property, and Licensee shall at all times be authorized to create security interests in said

property specifically itemized, and to remove said property from the Licensed Space free from any lien of Licensor. Upon the expiration or earlier termination of this License Agreement, Licensee (i) shall remove Licensee's Equipment in a good, efficient, and workmanlike manner and in compliance with all applicable legal requirements, (ii) shall repair any damage caused to the Tower caused by such removal, (iii) shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment in removing Licensee's Equipment, and (iv) shall surrender the Tower in good condition, ordinary wear and tear excepted. In the event Licensee fails to remove any of Licensee's Equipment from the Tower within thirty (30) days of the expiration or earlier termination of this License Agreement, Licensee shall be deemed to have abandoned Licensee's Equipment and Licensor shall be free to remove and dispose of Licensee's Equipment in any manner determined by Licensor, in Licensor's sole and absolute discretion, and without any liability to Licensee therefor. If Licensee is deemed to have abandoned Licensee's Equipment to Licensor, pursuant to the preceding sentence, Licensee shall reimburse Licensor within five (5) days of Licensee's receipt of an invoice from Licensor, for all costs incurred by Licensor in removing and disposing of Licensee's Equipment, such obligation to reimburse Licensor to survive the termination of this License Agreement. Notwithstanding the foregoing, Licensee shall not have the right to, and may not, remove any structural enhancements to the Tower, such structural enhancements becoming the property of Licensor upon the expiration or earlier termination of this License Agreement.

20. Default.

(a) Event of Default. The occurrence of one (1) or more of the following events shall constitute an "Event of Default" hereunder:

(i) Monetary Default. The failure by Licensee to make any payment of rent or any other payment required to be made by Licensee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Licensee from Licensor.

(ii) Other Default. The failure by a party to observe or perform any of the covenants or provisions of this License Agreement to be observed or performed by such party, where such failure shall continue for a period of fifteen (15) days after written notice thereof is received from the other party; provided, however that it shall not be deemed an Event of Default by a party if the other party commences to cure such failure within such fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. If there occurs an Event of Default by Licensee, in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the right to terminate this License Agreement and all rights of Licensee hereunder. If there occurs an Event of Default by Licensor or if any permit or any approval of any federal, state or local government entity is cancelled, expires, terminated or withdrawn, or in addition to any other remedies available to Licensee at law or in equity, Licensee shall have the right to terminate this License Agreement without further obligation under this License Agreement other than the removal of Licensee's Equipment.

(c) Licensor's Right to Terminate. Licensor shall have the right to cancel and terminate this License Agreement without penalty upon one hundred eighty (180) day written notice to Licensee and provided that Licensor gives Licensee the opportunity to purchase the permanent improvements and assume Licensor's obligations at the Site. THIS 180-DAY TERMINATION PROVISION ONLY APPLIES IF THE LICENSOR, ITS SUCCESSORS OR ASSIGNS ELECTS TO ABANDON THE SITE OR OTHERWISE DISCONTINUE DOING BUSINESS AT THIS LOCATION. THIS PROVISION DOES NOT APPLY TO NORMAL SALE OF THE FACILITY OR BUSINESS, TRANSFER OF OWNERSHIP, OR OTHER TRANSACTIONS THAT ARE NOT INTENDED TO TERMINATE USE OF THE TOWER.

21. Destruction. If the Tower is totally or substantially destroyed, Licensor, in Licensor's sole and absolute discretion, may terminate this License Agreement or may rebuild the Tower at Licensor's expense. If Licensor elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate. If Licensor elects to rebuild the Tower, Licensee shall not be required to pay rent while the Tower is being rebuilt unless Licensor provides Licensee with alternative space.

22. Condemnation.

(a) Permanent and Entire Condemnation. In the event the Tower is permanently and entirely taken or condemned for public purposes or sold to a condemning authority under threat of condemnation, this License Agreement shall terminate on the date of condemnation or sale. Upon termination of this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate.

(b) Temporary or Partial Condemnation. In the event the Tower is temporarily taken or condemned in their entirety or in the event a portion of the Tower is temporarily or permanently taken or condemned, Licensor shall have the right to terminate this License Agreement by giving Licensee written notice thereof or to provide alternative space to Licensee, such alternative space to be acceptable to Licensee in Licensee's sole and absolute discretion. If the alternative space is unacceptable to Licensee, Licensee shall give Licensor written notice thereof and, upon Licensor's receipt of such written notice, this License Agreement shall terminate. If either Licensor or Licensee elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate, except for the parties' obligations concerning termination.

(c) Condemnation Award. Licensor shall receive the entire condemnation award for the Tower, Licensor's Equipment and the leasehold interest in the Site and Licensee hereby

assigns to Licensor any and all right, title and interest of Licensee in and to such award. Licensee shall have the right to recover from such authority, but not from Licensor, any compensation awarded to Licensee on account of Licensee's Equipment, Licensee's moving and relocation expenses, and Licensee's license interest.

23. Quiet Enjoyment. Licensor covenants that Licensee shall have quiet enjoyment of the Licensed Space throughout the duration of the License Agreement, as the same may be renewed and extended, and that Licensor will not intentionally disturb Licensee's occupation thereof as long as Licensee is not in default under this License Agreement.

24. Attorney's Fees. In any action at law or in equity, the substantially prevailing party shall be entitled to recover the reasonable costs and expenses of its successful case, including reasonable attorney's fees and costs of appeal from the non-prevailing party.

25. Binding Effect. All of the covenants, conditions, and provisions of this License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

26. Entire Agreement. This License Agreement constitutes the entire contract between the parties, and supersedes any prior understanding or oral or written agreements between them respecting the within subject matter.

27. Modifications. This License Agreement may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

28. Severability. If any term of this License Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

29. Authority. The persons who have executed this License Agreement represent and warrant that they are duly authorized to execute this License Agreement in their individual or representative capacity as indicated.

30. Environmental.

(a) Definitions: For purpose of this License, the Term "Hazardous Substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define, "Hazardous Wastes" in the Resource Conservation and Recovery Act 42 U.S.C. Sections 6901 et seq., and any regulations promulgated thereto. For purposes of this License, the term "Environmental Laws" shall mean any and all local, state and Federal statutes, regulations or ordinances pertaining to the environmental or natural resources.

(b) Duty of Licensee: Licensee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous

Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Licensee shall indemnify and hold Licensor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Licensed Space if caused solely by Licensee or persons acting under the direction and control of Licensee. Licensee shall execute such affidavits, representations and the like from time to time as Licensor may reasonably request concerning Licensee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Licensed Space.

(c) Licensor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Licensor shall indemnify and hold Licensee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitations, any and all sums paid for settlement of claims, attorney's fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the property unless caused solely by Licensee or person acting under the direction and control of Licensee. Licensor shall execute such affidavits, representations and the like from time to time as Licensee may reasonably request concerning Licensor's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Property.

(d) Effect of Mutual Indemnification: The indemnifications contained in this Section specifically include costs incurred in connection with any investigation of site conditions by either party or third parties or any cleanup remedial, removal or restoration work required by any governmental authority. Notwithstanding any other provisions in this License Agreement, the provisions of this Section will survive the expiration or termination of this License Agreement and either party shall have the right to summarily terminate this License Agreement, without giving notice required under this License Agreement, in the event of default of the other under this Section.

31. Relationship of License Agreement to the Prime Lease. The parties acknowledge that Licensor's interest in and right to use and occupy the Site are derived from and governed by the provisions of the Prime Lease. Licensee understands and agrees that this License Agreement is subject to and subordinate to the provisions of the Prime Lease. Licensor and Licensee acknowledge and agree that in the event Licensor's rights to occupy and use the Site are terminated as a result of the termination or expiration of the Prime Lease, this License Agreement shall terminate upon the effective termination date of said Prime Lease. In the event of any conflict in or between the terms and conditions of this License Agreement and the Prime Lease, the parties agree that the terms, provisions and conditions of the Prime Lease shall control. Licensor and Licensee each covenant to comply with the terms and provisions of said Prime Lease and to take such steps as shall be necessary to prevent its actions or those of its employees, agents or contractors from resulting in a breach of said Prime Lease.

32. Applicable law. This License Agreement shall be construed, performed and enforced in accordance with the laws of the State in which the Licensed Space is located.

33. Notices. Any notice, request or demand required or permitted to be given pursuant to this License Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is two (2) days after deposit in the United States mail, as the case may be.

LICENSOR: Kenosha Cellular Telephone, L.P.,
Attention: Real Estate Lease Administration
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Site: Kenosha Tremper/777323

LICENSEE: Kenosha Police Department
Attn: Chief of Police
1000 55th Street
Kenosha, Wisconsin 53140

with copies to: City Clerk/Treasurer
625 52nd Street, Room 105
Kenosha, WI 53140

34. Waiver of Compliance. Any failure of the Licensee to comply with any obligation, covenant, agreement or condition herein may be expressly waived by Licensor, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

35. Survival. The representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this License Agreement.

36. Other. The submission of this License Agreement for examination and negotiation does not constitute an offer to license space, or a reservation or option, and this License Agreement shall become effective and binding only upon the execution and delivery hereof by both the Licensor and Licensee.

37. Electronic Signature. Each party agrees that the execution and delivery of this License Agreement by facsimile or electronic signature shall be legal and binding and shall have

the same force and effect as delivery of original signatures and that each party may use such facsimile or electronic signature as evidence of the execution.

38. Termination of Existing License. Upon the Commencement Date of this License Agreement, the Prior Agreement dated July 1, 2010, as amended, between the parties is hereby terminated.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Tower Space License Agreement as of the day and year first above written

LICENSEE

Kenosha Police Department

LICENSOR

Kenosha Cellular Telephone, L.P.

By: United States Cellular

Operating Company LLC

Its: General Partner

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____


Date: _____

Exhibit A

Part of the Northeast $\frac{1}{4}$ of Section 13, Township 1 North, Range 22 East of the Fourth Principal meridian, lying and being partially in the Town of Pleasant Prairie and partially in the City of Kenosha, Kenosha County, Wisconsin and more particularly described as follows:

Beginning on the East line of said $\frac{1}{4}$ section, 880 feet South, 0 degrees 18' 0" East of the Northeast corner thereof; thence continuing South 0 degrees 18' 0" East along and upon said East line of said $\frac{1}{4}$ section, 1,780.60 feet to the southeast corner of said $\frac{1}{4}$ section; thence North 87 degrees 19' 0" West along and upon the South line of said $\frac{1}{4}$ section, 2,106.61 feet to a point in the East line of 29th Avenue (formerly called Spring Block Avenue); thence North 0 degrees 10' 0" East along the upon the extension northerly of said East line, 33.03 feet; thence North 87 degrees 19' 0" West and parallel to the south line of said $\frac{1}{4}$ section, 484.96 feet to a point in the East right-of-way line of the abandoned Chicago North Shore and Milwaukee Railroad; thence North 1 Degree 44' 30" East along and upon said East line, 940.86 feet to a point in the South line of 87th Place; thence South 87 degrees 15' 50" East along and upon said South line, 1,196.34 feet to a point that is the extension southerly of the East line of 26th Avenue; thence North 0 degrees 18' 0" West along and upon said East line and its extension Southerly, 1,637.68 feet to a point in the South line of Pershing Boulevard; thence South 87 degrees 15' 50" East along and upon said South line, 631.56 feet to the center line of 25th Avenue; thence South 0 degrees 18' 0" East along and upon said centerline 829.93 feet to a point in the centerline of 86th Street; thence South 87 degrees 15' 50" East along and upon said centerline, 730 feet to the point of beginning.

Exhibit B



USCC Site Information
777323
Kenosha Tremper

Site Address - Street: 8730 22nd Avenue
City, State: Kenosha, WI 53140
Latitude: 42.547494
Longitude: 8730 22nd Avenue
Structure Type: Monopole

Tenant/Applicant Information

Tenant Legal Entity: Kenosha Police Department
Current Application Date: 5/27/2022
Application Request Type: Existing Colocation

Tenant Region: N/A
Tenant Market: N/A
Tenant Site Number: N/A
Tenant Site Name: KPD South

Contact Information - Tenant Contact, the person responsible for the site once lease is executed (i.e. market manager, development, real estate):
Applicant Name: Calvin Atkinson
Applicant Phone #: 262-894-1008
Applicant Email: calvin@kpd.com
Individuals Position: Lead Systems Technician

	Installation Type (New, Existing To Remain, Existing To Be Replaced)	Desired or Existing Centerline (AGL Feet)	Qty	Antenna Make & Model	Antenna Weight (lbs)	Antenna Dimensions (Inches)	Antenna Gain (DBI)	Sector BWidth/ Azimuth (Deg)	Mechan ical Tilt Standoff (Ft)	TX Power (Watts)	Trans. Count	# of Cables per Ant.	Cable Mfg./Type	Cable Length (Ft)	Cable Diameter
S	1														
e	2														
c	3														
t	4														
o	5														
r	6														
1															
S	1														
e	2														
c	3														
t	4														
o	5														
r	6														
2															
S	1														
e	2														
c	3														
t	4														
o	5														
r	6														
3															
S	1														
e	2														
c	3														
t	4														
o	5														
r	6														
4															
Antenna Total															

TX/RX Frequencies That Will Be Used

Mount Information

Mount Type: _____ Included _____ Not Included _____

Mount Modification Required: _____

Exhibit B (Continued)

Microwave Configuration																
	Desired or Existing Centerline	Installation Type <small>(New, Existing To Remain, Existing To Be Replaced)</small>	Qty	MW Make & Model	MW Weight (lbs)	Antenna Dimensions (Diameter) (Feet)	MW Gain (DBI)	3dB BWidth; Azimuth	Mechanical Tilt; Standoff (Deg)	Tower Technology Type	TX Power (Watts)	# of Cables per MW	Cable Mfg./Type	Cable Length (Ft)	Cable Diameter	
1	80	New	1	PTP 820 I ANT15F120CHZKFC-C-TUBE&SLIPD220-Anderson	13.2	1	34.6	14.939	0	2	128 QAM	0.1	1	Cambium	150	3/8"
2																
3																
4																
Microwave Radio Equipment																
	Desired or Existing Centerline	Installation Type <small>(New, Existing To Remain, Existing To Be Replaced)</small>	Qty	Make & Model	Weight (lbs)	Dimensions		Equipment Type	Ice Shield Information							
						Height	Width	Depth	Ice Shield Required?							
1	80	New	1	Cambium Networks PTP-188-205-V2	13.2	9.05	9.07	3.86	No							
2									Type							
3									Mounting Location #1							
4									Mounting Location #2							
									Mounting Location #3							
TX/RX Frequencies That Will Be Used																
				18.005GHz / 19.565GHz												
Ancillary Equipment																
	Desired or Existing Centerline	Installation Type <small>(New, Existing To Remain, Existing To Be Replaced)</small>	Qty	Make & Model	Weight (lbs)	Dimensions		Equipment Type								
						Height	Width	Depth								
1																
2																
3																
4																
5																
6																
7																
8																
9																
10																
11																
12																
13																
14																
15																



Exhibit B (Continued)

Ground Space/Shelter Information		Tower Extension	
Lease Area Dimensions	Length (Feet)	Tower Extension Requested	
Equipment Pad Dimensions	Width (Feet)	Tower Extension Length	
Equipment Enclosure Category:			
Total Lease Sq Ft Area:			
0 Square Feet			
0 Square Feet			
Generator Information		Shared Services	
Generator Required:		Is shared shelter space needed?	
Generator Location:		Amount of space needed?	
Generator Ground Space Required	Length (Feet)	Is shared power needed?	
Separate Ground Space Required	Width (Feet)	Estimated Monthly Usage?	
Fuel Type:		Is a shared generator needed?	
Tank Location:		Is shared transport needed?	
AC Power:			
Total Lease Sq Ft Area:			
0 Square Feet			
Utility Requirements		Scope of Work Under this Application (REQUIRED) / Other Comments or notes	
Power Requirements:			
Telco/Backhaul Type:			
Telco / Fiber Provider:			
Equipment to be REMOVED (Qty/Model):		existing MW dish at 80'	
Equipment to be INSTALLED (Qty/Model):		one (1) PTP 820 1' ANT,SP,18GHz,RFU-C TYPE&Std UBR220 - Andrew MW dish, and one (1) Cambium Networks PTP18820S-V2 ODU; both at 80'	
FINAL TENANT CONFIGURATION ON TOWER (Qty/Model) (to include summary of leased ground space, if applicable):		Drop existing MW dish at 80', replace with one (1) PTP 820 1' ANT,SP,18GHz,RFU-C TYPE&Std UBR220 - Andrew MW dish, and one (1) Cambium Networks PTP18820S-V2 ODU; both at 80'	
Other Notes / Information:			



MEMORANDUM OF LICENSE

THIS MEMORANDUM OF LICENSE (“Memorandum”) is entered into on this _____ day of _____, 202__, by and between **Kenosha Cellular Telephone, L.P.**, a Delaware limited partnership, having a principal place of business at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 (“Licensor”) and **Kenosha Police Department**, having a principal place of business at 1000 55th Street, City of Kenosha, Wisconsin 53140 (“Licensee”).

1. Licensor and Licensee entered into a Tower Space License Agreement (“License Agreement”) on the __ day of _____, 202__, for the placement of Licensee’s antennas, cabling and ancillary equipment (the “Tower Space”) for Licensee’s cellular common carrier mobile radio telephone base station, collectively the Tower Space shall be referred to hereinafter as the “Licensed Space”.

2. The term of the License is for five (5) years commencing on _____, 202__, and ending on _____, 202__, with five (5) successive five (5) year options to renew. If all options to renew are exercised, the term of this License will expire thirty (30) years after the Commencement Date (as defined in the License).

3. The Licensed Space is described in Exhibit A and is attached hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of License to be duly executed as of the day and year first above written.

LICENSEE

Kenosha Police Department

LICENSOR

Kenosha Cellular Telephone, L.P.

By: United States Cellular

Operating Company LLC

Its: General Partner

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the State of Illinois, hereby certify that _____, Vice President of Kenosha Cellular Telephone, L.P., known to me to be the same person who signed the foregoing Memorandum of License, personally appeared before me this day and acknowledged that, pursuant to his/her authority, he/she signed the said Memorandum as his/her free and voluntary act on behalf of said Licensor for the uses and purposes therein stated.

Witness my hand and official seal the day ____ of _____, 202__.

Notary Public

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the State of _____, hereby certify that _____, _____, of Licensee, known to me to be the same person who signed the foregoing Memorandum of License, personally appeared before me this day and acknowledged that, pursuant to his/her authority, he/she signed the said Memorandum as his/her free and voluntary act of said Licensee, for the uses and purposes therein stated.

Witness my hand and official seal the day ____ of _____, 202__.

Notary Public

EXHIBIT A

Part of the Northeast $\frac{1}{4}$ of Section 13, Township 1 North, Range 22 East of the Fourth Principal meridian, lying and being partially in the Town of Pleasant Prairie and partially in the City of Kenosha, Kenosha County, Wisconsin and more particularly described as follows:

Beginning on the East line of said $\frac{1}{4}$ section, 880 feet South, 0 degrees 18' 0" East of the Northeast corner thereof; thence continuing South 0 degrees 18' 0" East along and upon said East line of said $\frac{1}{4}$ section, 1,780.60 feet to the southeast corner of said $\frac{1}{4}$ section; thence North 87 degrees 19' 0" West along and upon the South line of said $\frac{1}{4}$ section, 2,106.61 feet to a point in the East line of 29th Avenue (formerly called Spring Block Avenue); thence North 0 degrees 10' 0" East along the upon the extension northerly of said East line, 33.03 feet; thence North 87 degrees 19' 0" West and parallel to the south line of said $\frac{1}{4}$ section, 484.96 feet to a point in the East right-of-way line of the abandoned Chicago North Shore and Milwaukee Railroad; thence North 1 Degree 44' 30" East along and upon said East line, 940.86 feet to a point in the South line of 87th Place; thence South 87 degrees 15' 50" East along and upon said South line, 1,196.34 feet to a point that is the extension southerly of the East line of 26th Avenue; thence North 0 degrees 18' 0" West along and upon said East line and its extension Southerly, 1,637.68 feet to a point in the South line of Pershing Boulevard; thence South 87 degrees 15' 50" East along and upon said South line, 631.56 feet to the center line of 25th Avenue; thence South 0 degrees 18' 0" East along and upon said centerline 829.93 feet to a point in the centerline of 86th Street; thence South 87 degrees 15' 50" East along and upon said centerline, 730 feet to the point if beginning.

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF KENOSHA, WISCONSIN AND LANETTE ALTENBACH

This Professional Services Agreement (“Agreement”) is entered into by and between the City of Kenosha, Wisconsin (“City”) and Lanette Altenbach (“Altenbach”). The City and Altenbach are jointly referred to as the “Parties”.

RECITALS

WHEREAS, Lanette Altenbach had been assigned to the City of Kenosha as an environmental specialist through her former employer AECOM and has been involved in environmental investigations and health and safety programs since July 1985 until her retirement in February 2024; and

WHEREAS, Lanette Altenbach is a Professional Geologist in the State of Wisconsin and is a graduate from the Missouri University of Science and Technology and received a Bachelor of Science in Geological Engineering in 1985, graduating Cum Laude; and

WHEREAS, the City of Kenosha has several open environmental sites that continue to require investigation and monitoring, and anticipate future sites that will need investigation, monitoring, and cleanup throughout the City of Kenosha; and

WHEREAS, Lanette Altenbach as the former environmental specialist assigned to the City of Kenosha has a desire to continue to provide her services to the City of Kenosha and has significant knowledge and experience in providing support, advice, written documentation, and solutions to the multiple environmental sites throughout the City of Kenosha; and

WHEREAS, the City intends for Lanette Altenbach as the environmental specialist to be an as-needed position during the term of this Agreement; and

WHEREAS, Lanette Altenbach has experience working with many agencies, to include the Wisconsin DNR, Environmental Protection Agency, US Army Corp of Engineers, and AECOM, and currently maintains many contacts within the various agencies.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Altenbach agree as follows:

1. SCOPE OF SERVICES

Altenbach will provide “Services” to the City. “Services” will be provided to City as needed, upon City’s request. The City does not guarantee a volume of work to Altenbach under this Agreement. Altenbach acknowledges and agrees that the “Services” will be requested by the City on an as needed basis at the sole discretion of the City. As required herein, “Services” means preparation of environmental assessment forms and other supporting documentation as required, preparation of permits or applications, and grants as required. “Services” also include environmental mitigation compliance monitoring and working with all agencies and organizations hired by the City. “Services” also include review of Phase 1 and Phase 2 environmental site assessments. “Services” also include interacting and communicating with City Administration, elected officials, City officers, City employees, and citizenry, and attending meetings (of the Common Council, of committees of the Common Council, of boards, commissions, and authorities of the City, and when deemed advisable to the community.

Altenbach will perform the requested Services in accordance with Federal and State of Wisconsin laws, rules, regulations adopted codes, all applicable City adopted ordinances, and all applicable policies of the City.

Altenbach will provide additional "Services" requested by the City from time to time during the term of this Agreement as directed by the City Administration. "City Administration" for purposes of this Agreement means the Mayor and/or City Administrator.

Altenbach agrees that she will act in accordance with this Agreement and with the best interests of the City. Altenbach will present the best of her skills, experience, and talents, to perform all the duties required of the position. It is expected that as the environmental specialist Altenbach will provide Services in a professional manner.

Altenbach agrees to maintain a Wisconsin Driver's License, and maintain a driving record that does not adversely impact the City's insurability.

Altenbach acknowledges that there are the following sensory requirements for this positions:

- Sound perception and discrimination.
- Visual perception and discrimination.
- Oral communications ability.

Altenbach acknowledges that the position is an as-needed position and is a professional service agreement and will perform the duties as a consultant and there are no benefits other than those outlined in this agreement. .

2. COMPENSATION

Altenbach will be compensated at a rate of \$75.00 per hour during the term of this agreement for Services rendered as needed and at the request of the City. Altenbach will be paid on a monthly basis. Altenbach shall submit to the City a monthly itemized statement which details work completed and hours of Services rendered by Altenbach. Payment when made will be made by the City by direct deposit to a single financial institution licensed or chartered as such by the federal government or the state of Wisconsin, of Altenbach's choosing. Altenbach must report hours worked in a manner acceptable to the Director of Finance for the City.

The above rates are gross rates and any payments calculated therefrom are subject to mandatory employment deductions such as State and Federal taxes, and any other deductions prescribed by law.

Any other expenses, if prior approval has been received from City Administration, may be reimbursed at the actual expense and with receipts. For the avoidance of doubt, all travel, lodging and per diem expenses in connection with this Agreement shall be paid by Altenbach, unless prior written approval has been authorized by City Administration.

3. FRINGE BENEFITS

Altenbach is not eligible to participate in any fringe benefits or retirement programs of the City. The City will provide a laptop computer and any needed software programs to provide the Services. The laptop shall remain the property of the City and shall be returned upon termination.

4. INSURANCE

Altenbach must obtain and maintain at all times during the prosecution of the work under this agreement professional liability insurance. Limits of liability must be at least \$1,000,000.00 per claim and \$2,000,000.00 aggregate, with a deductible of less than \$10,000. Any such policy of insurance and the Declarations Page therefore must identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, Altenbach must maintain this policy for a period of six (6) years after the later of the termination of this Agreement or the last extension thereof. The premiums for this coverage shall be paid by the City of Kenosha.

4. TERM

This Agreement is effective from April 16, 2024, until December 31, 2025. This Agreement remains in force and effect to December 31, 2025, unless earlier terminated as provided in Paragraph 5 of this Agreement. This agreement may be extended for one year increments upon agreement by Altenbach and approval of the Mayor for up to three years. The compensation shall increase at 5% for each extension of this agreement.

5. TERMINATION

This employment is an as-needed agreement that may be terminated without cause. Either party may terminate this Agreement upon thirty (30) days written notice. The Mayor on behalf of the City, without Common Council approval, has the authority to terminate this agreement/employment. In case of such termination, Altenbach is entitled to receive payment for work completed up to and including the date of termination.

6. PLACE OF PERFORMANCE

Unless attending meetings, Altenbach will provide Services at a site determined by her.

7. PERFORMANCE STANDARDS

Altenbach must use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services.

8. INDEMNIFICATION

To the fullest extent permitted by law, Altenbach is liable for and must defend, save, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the acts or omissions of Altenbach or any officer, employee, representative, or agent of Altenbach. The City is responsible for and must defend, save, indemnify, and hold harmless Altenbach, its officers, employees, representatives, and agents, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the acts or omissions of the City or any officer, employee, representative, or agent of the City. If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it must notify the other and both Parties must cooperate fully in investigating the incident.

No provision of this Agreement is intended, or may be, construed to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained in Sections 345.05 and 893.80 of the Wisconsin Statutes, as amended, or any other applicable limits on municipal liability. To the extent that indemnification is available and enforceable, the City or its insurer is not liable in indemnity, contribution or otherwise for an amount greater than the limits of municipal liability established by Wisconsin law.

This indemnification provision and the indemnification provision in Paragraph 11 survive termination of the Agreement.

9. ASSIGNMENT

Neither party may assign all or part of the rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without written approval of both Parties.

10. OWNERSHIP OF DOCUMENTS

The City retains ownership of all work product and deliverables created by Altenbach pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the

performance of the Services hereunder must not be used by Altenbach for any purpose other than the performance of the Services hereunder without the express prior written consent of the City. Upon reasonable prior written notice, the City and its duly authorized representatives must have reasonable access to any books, documents, papers and records of Altenbach that are related to this Agreement for the purposes of audit or examination, other than Altenbach's financial records, and may make copies, excerpts and transcriptions of the same at the cost and expense of the City.

Any intellectual-property related material, including any and all rights, goodwill, relevant registrations and applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "intellectual property") that is developed or produced under this Agreement, is a "work for hire" and will be the sole property of the City. The use of the intellectual property by the City will not be restricted in any manner.

Altenbach may not use the intellectual property for a purpose other than that contracted for in this Agreement except with the written consent of the City. Altenbach will be responsible for any and all damage and resulting from the unauthorized use of the intellectual property.

11. PUBLIC RECORDS LAW COMPLIANCE

The parties acknowledge that the City is a municipal entity legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see, sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Records Law and confidential, all aspects of this Agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Records Law, Altenbach must produce copies of all materials gathered, produced, or modified pursuant to this Agreement to the City, in their original (e.g, electronic or digital with metadata) format at actual cost of reproduction, without profit. According to Wisconsin case law, even if records are created or maintained by, or in the custody of Altenbach as an independent contractor, they, along with the raw data used to create the records, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Altenbach agrees to hold City, its agents, officials and employees harmless and to indemnify them and City for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which City or its agents, officials or employees may expend or be held liable due to Altenbach's failure to comply with the Wisconsin Public Records and Open Meetings laws. Any Public Records Law request received directly by Altenbach related to this Agreement must immediately be reported to the City.

12. SEVERABILITY

If any part of this Agreement is held to be invalid for any reason, the remainder of this Agreement is valid to the fullest extent permitted by law.

13. DISCRIMINATION & ADA COMPLIANCE

Altenbach will not discriminate because of race, color, religion, age, sex, disability, or national origin. Such action includes but is not limited to the following: employment decisions, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

14. NOTICES

Any notice under this Agreement must be in writing, and will be sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

If to the City:

Mayor

If to Altenbach:

Lanette Altenbach

City of Kenosha
625-52nd Street, Room 300
Kenosha, WI 53140

3647 S. Logan Avenue
Milwaukee, WI 53207

and

City Clerk/Treasurer
City of Kenosha
625-52nd Street, Room 105
Kenosha, WI 53140

15. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation.

16. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which is deemed an original, but all of which constitute one and the same instrument.

17. ENTIRE AGREEMENT

This Agreement constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and supersedes any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance does not affect the validity of any other provision of this Agreement.

18. WAIVER

Failure to enforce any provision of this Agreement is not a waiver of that provision. Waiver of any right or power arising out of this Agreement is not a waiver of any other right or power.

19. CONSTRUCTION

This Agreement has been negotiated between the parties, and each party has participated in the drafting of this Agreement; consequently, the doctrine of construing an agreement against a draftsman shall not apply to the Agreement, and neither party has any rights under such doctrine.

20. CHOICE OF LAW AND VENUE

This Agreement 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 of each Party.

Signature pages follow

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
DAVID F. BOGDALA
Mayor

Date: _____

BY: _____
MICHELLE NELSON
City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2024, David F. Bogdala, Mayor, and Michelle Nelson,, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a 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.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

Lanette Altenbach

BY: _____
Lanette Altenbach

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2024, Lanette Altenbach, to me known to be such and acknowledged to me that she executed the foregoing instrument.

Print Name: _____
Notary Public, Kenosha County, Wisconsin.
My Commission expires/is: _____

Altenbach, Lannette

loldmill@gmail.com • 3647 S Logan Avenue, Milwaukee, WI 53207 • 414-209-2374

Education

Missouri University of Science and Technology (formerly University of Missouri-Rolla)
Bachelor of Science in Geological Engineering 1985 (Cum Laude)

- Professional Geologist, Wisconsin 1995 to present

Experience

AECOM | Milwaukee, Wisconsin

Geologist 9/2000 – 2/2024

Managed and/or conducted many types of environmental investigations; from Phase I environmental assessments through complete site characterization at small and large (over 100 acre) sites that included vacant, gas station, commercial and industrial sites. Managed the investigation, soil, and groundwater remediation at a larger brownfield site that began in 2010 when the manufacturer went bankrupt and is now under the ownership of the local municipality. Conducted the investigations from a Phase I Environmental Site Assessment through a site-wide, Wisconsin NR716 site investigation, developed the remedial action plan and have managed oversight of soil and groundwater remediation at the site. Prepared grant applications, assisted with grant funding management and other cost accounting measures.

Concurrent with the ongoing larger brownfield project, I managed a state contract providing grant funded investigations to smaller municipalities. Also conducted many leaking underground storage tank investigations with subsequent evaluation of remedial options and implementation of remediation.

Law Engineering and Environmental Services | Milwaukee, WI

Project Engineer/Hydrogeologist – 4/1995-5/2000

Project manager and primary investigator for Phase I environmental site assessments, Phase II environmental site assessments and more complex site investigations. Participated in a number of larger “portfolio” assessments conducted prior to acquisitions.

Foth & Van Dyke | Green Bay, Wisconsin

Hydrogeologist – 12/1989-4/1995

Managed environmental projects, progressively more complex, including project cost estimation, through execution and completion. Projects included underground storage tank removal and investigations, soil and groundwater investigations at paper mills and other paper converting companies as well as investigation for an underground mining permit.



Envirodyne Engineers | St. Louis, Missouri

Hydrogeologist – 3/1988-11/1989

Project support staff for environmental investigations and on-site documentation of remedial actions.

Riedel Environmental Services | Chesterfield, Missouri

Engineer – 7/1985-3/1988

Project controls for emergency response at EPA-identified immediate response sites. Sampled soil and groundwater, oversaw drilling and sampling programs, performed project documentation and cost accounting on active sites, and was site-specific health and safety officer at active sites.

Waukesha Family Practice Clinic, Waukesha, Wisconsin

Licensed Practical Nurse – 4/1979-6/1980

Lutheran Hospital of Milwaukee, Milwaukee, Wisconsin

Licensed Practical Nurse – 8/1974-4/1979

Professional Affiliations

American Institute of Professional Geologists

Association of Engineering Geologists

Training and Certifications

40 CFR 1910.120 Hazardous Waste Worker Annual refresher through 2019

American Red Cross First Aid/CPR 2018

AECOM Certified Project Manager 2015

Statistical Analysis 2007

Data Validation 2005

Total Quality Management 1994

40 CFR 1910.120, 8-Hour Supervisor Training, 1987

40 CFR 1910.120 Emergency Response Worker, 40-Hour Training, Interim Rules, 1986

40 CFR 1910.120 Hazardous Waste Worker, 40-Hour Training, 1987

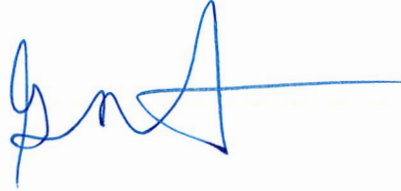
NR712 Wisconsin Certified Hydrogeologist

Publications and presentations

Due Diligence and Pre-Development Issues, November 2002.

American Public Works Association, Wisconsin Chapter, Fall Conference November 2023, “An AMC Story: Environmental Remediation to Redevelopment”

To: Mayor John Antaramian
Chairman Prozanski
Common Council Members
City Clerk



From: Gary D. Roberts, Director of Inspections

RE: Request to Refund a Special Charge in the amount of **\$275.00**

Date: April 4, 2024

On January 5, 2024, the Department of City Inspections conducted an inspection of the property located at 5603 31st Ave based upon a received complaint. That inspection revealed trash/debris in various parts of the property, which is a violation of city code **(16.17.A.2.i)**. A twenty-four (24) hour order was posted on January 5, 2024 to remove all trash/debris. The date to comply the violation was January 6th, 2024. I note that the property owner was given a 24 hour Notice because **Chapter 16.09.D.1** states: *Whenever there has been a notice of violation and order issued to the Responsible Person or Tenants, where relevant, for a violation of this Code, no further notice and order shall be necessary for any re-occurrence of the same or similar violation within a twelve month period ensuing the date of the notice and order.* There was a previous trash case on December 4, 2023 where the property was cited and orders posted to clean up the trash. In that instance, the trash was removed by the owner. As a courtesy, the Department posts a 24 hour notice before taking any action, although that is not a requirement as noted above.

After reviewing the chronological history of this case, I do not believe that there are any extenuating circumstances that would support refunding this Special Charge. The owner, while given a 24 hour Order to Correct, was actually given far more time due to snowfall, etc. The property was not abated until well over a month later, and trash/debris was still present. Accordingly, the items were removed and costs were assessed.

It is ultimately the owner's responsibility to ensure that their properties do not violate city codes or ordinances. It is also the owner's sole responsibility that they act in a timely manner to comply any violation of the code. In this case, the owner failed to meet those responsibilities, resulting in the appropriate Special Charge being assessed. As such, and based on the facts as presented, I recommend **DENIAL** of refunding the Special Charge in the amount of **\$275.00**.



Department of City Inspections

Common Council Appeal
Staff Report

Tuesday, April 02, 2024

Appeal: The petitioners, Carole and Jesse Jasso, are requesting administration and cleanup fees in the amount of \$275.00 for the property of 5603-31st. Avenue (Parcel #09-222-36-376-002) be rescinded for the Total Amount \$275.00.

Inspector's Timeline:

January 05 2024	Arrived at property and took pictures of violations of trash and debris
January 05 2024	Knocked on door no answer posted orders with a 24 hour notice and took a pictures
January 08 2024	Went in afternoon trash was still there, took pictures and sent to contractor for cleanup
January 10 2024	Owner came in to complain about notice I was not there so she went up to Mayor office
February 26 2024	Contractor Jerry cleaned up property
March 28 2024	Owner came in and tried to tell us it was not her garbage, but Rich and I tried to explain to her any trash on her property, she has to take care of it. She said she would file an appeal. Appeal was received by the Clerk's Office and forwarded to City Inspections.

CITY OF KENOSHA
DEPT. OF COMMUNITY DEVELOPMENT & INSPECTIONS
INITIAL INSPECTION WORKSHEET FOR COMPLAINTS

T240013

CASE #: T240013
LOCATION: 5603 31 AV

INSPECTOR: SCOTT SORENSEN
LOT #:

PROP CLASS: ZONING: RG-1 UNITS: BUILDING: LAND:
ACCESS:
PARCEL: 09-222-36-376-002 ALD DIST: 07 KELLY MACKAY

EMERGENCY: OWNER CONTACTED: Y COMPLAINT TAKEN: 01/05/2024 TAKEN BY: HSARAH

COMPLAINANT:
STEPHANIE PELLEZE
5557 31ST AVENUE
PHONE: (262) 705-6440

OCCUPANT:
NUMBER OF PEOPLE: TIME THERE: EVICTION: MOVING:
CONTACT:
MAKE APPOINTMENT: AVAILABLE:
HOME PHONE: WORK PHONE:

OWNER:
JESSE & CAROLE JASSO
5603 31ST AVE
KENOSHA, WI 53144-4102
PHONE:

MANAGER:

CAUTION:

REQUEST FOR SERVICE:
TRASH IN YARD, CAN SEE FROM COMPLAINTANTS PROPERTY IF NEEDED

ADDITIONAL CASES:

CASE NUMBER	CASE STATUS	INSP. INIT.	INITIAL DATE
B090036	CLO	CP	3/25/09
H030403	CLO	JED	4/09/03
H051677	CLO	JED	5/23/05

CASE #: T240013
LOCATION: 5603 31 AV

INSPECTOR: SCOTT SORENSEN

LOT #:

CASE NUMBER	CASE STATUS	INSP. INIT.	INITIAL DATE
H062095	CLO	JED	9/07/06
H090309	CLO	JED	3/19/09
H101462	CLO	JED	10/13/10
H120378	CLO	JED	4/30/12
H121806	CLO	MJS	8/13/12
H121838	CLO	JED	8/24/12
H130350	CLO	LFC	5/13/13
W131104	CLO	W/G	8/09/13
H142082	CLO	LFC	9/04/14
H142419	CLO	LFC	10/31/14
H150227	CLO	LFC	4/02/15
H160755	CLO	DMK	5/20/16
T170151	CLO	NUI	5/16/17
H180239	CLO	RMK	4/13/18
T190094	CLO	JIM	4/15/19
W190559	CLO	W/G	7/05/19
T190293	CLO	NUI	7/25/19
H191668	CLO	JIM	7/29/19
T190339	CLO	NUI	8/30/19
T190359	CLO	NUI	9/06/19
T190402	CLO	NUI	10/04/19
T190438	CLO	NUI	10/29/19
H200050	CLO	JIM	2/05/20
T200073	CLO	JIM	2/05/20
T200357	CLO	JIM	6/17/20
T200591	CLO	JIM	12/11/20
W230620	CLO	SRS	9/06/23
T230921	CLO	SRS	12/04/23

01/05/24

03/25/24

CASE# T240013

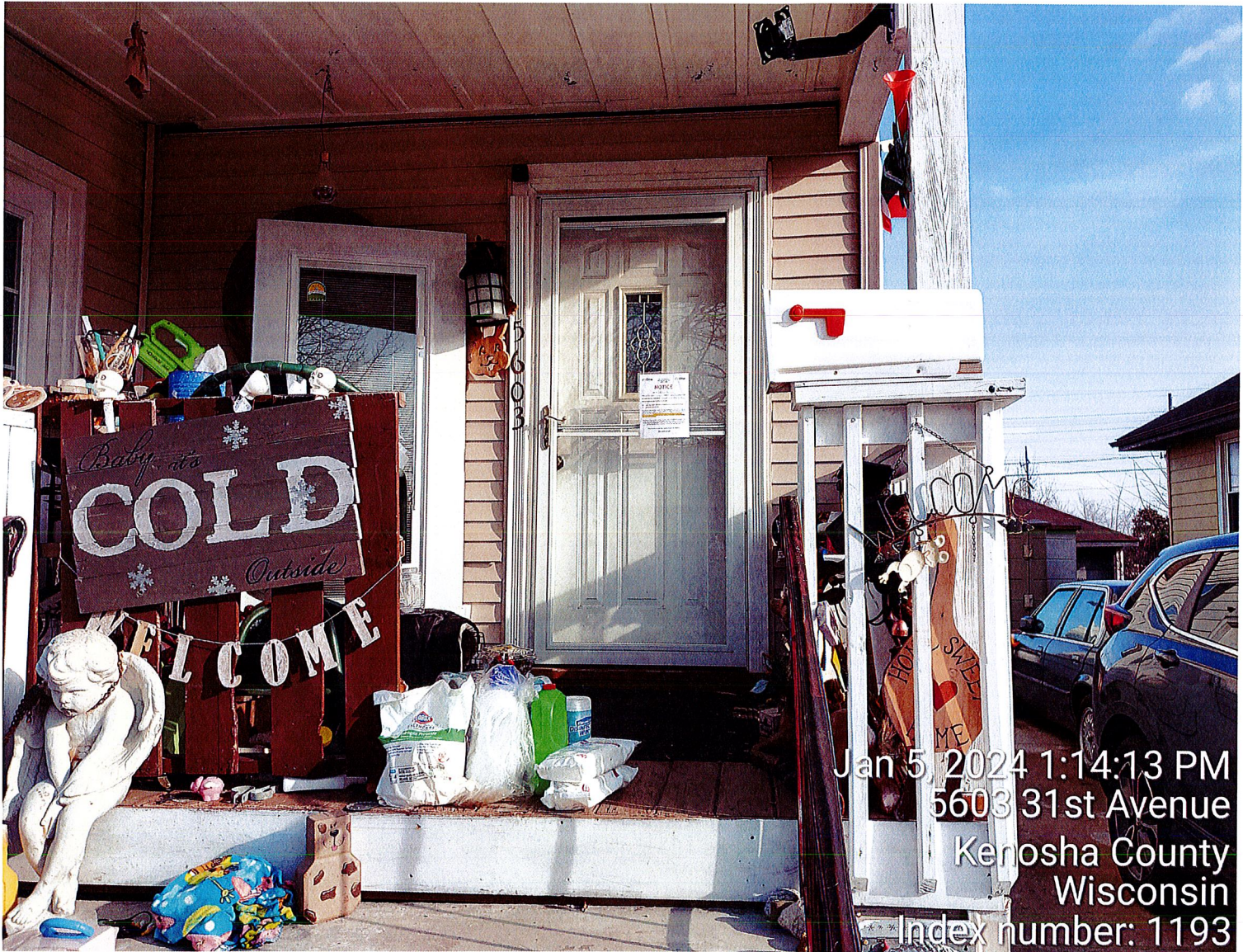
IN DATE	FOLLOW-UP	TYPE	TIME	RESULT	COMMENT
01/05/24	01/08/24	INI		PND	TRASH AND DEBRIS IN YARD TOOK PICTURES
01/05/24	01/08/24	PO		PND	KNOCKED ON DOOR NO ANSWER POSTED A 24 HOUR NOTICE TOOK A PICTURE
01/08/24	01/18/24	MTG		PND	SENT TO JERRY.
01/10/24	01/10/24	MTG		CON	SPOKE WITH ONE OF THE OWNERS OF HOME REGARDING 24 NOTICE.SHE WANTED TO SPEAK WITH SCOTT REGARDING TRASH/DEBRIS.HE WAS OUT SO SHE WENT TO THE MAYOR'S OFFICE.-JRP
02/26/24	00/00/00	MTG		CCT	JERRY CLEANED UP



Jan 5, 2024 1:11:31 PM
5557 31st Avenue
Kenosha County
Wisconsin
Index number: 1191



Jan 5, 2024 1:13:43 PM
5604 31st Avenue
Kenosha County
Wisconsin
Index number: 1192





Jan 5, 2024 1:14:55 PM
5603 31st Avenue
Kenosha County
Wisconsin
Index number: 1194

NOTICE

Case #: T240013

Date: 01/05/24 Inspector: Scott Sorenson

An inspection was completed at 5603 - 31ST Ave

and the following observation(s) were made:

- Junk, trash, debris, furniture etc. observed on the property and/or parkway
- Overgrowth of grass/weeds

This property was previously cited for the same violation on: 12/04/23.
City Municipal Code, Chapter **16.09(D)(1)** states: "Whenever there has been a notice of violation and order issued to the Responsible Person or Tenants, where relevant, for a violation of this Code, no further notice and order shall be necessary for any re-occurrence of the same or similar violation within a twelve-month period ensuing the date of the notice and order."

Accordingly, if the violation remains 24 hours after this NOTICE is posted, a City Contractor will be sent out to cut and/or clean your property. You will be billed for the costs of all abatements, and if not paid, a Special Charge will be placed on the property taxes, including a \$100.00 Administrative Fee.

If you have any questions, please contact our office at:

262-653-4263

Invoice

DATE	INVOICE #
2/26/24	10782

BILL TO
CITY OF KENOSHA 625 52ND ST. KENOSHA, WI. 53140

DUE DATE	P.O. NUMBER
3/16/24	MR.KATH

DESCRIPTION	AMOUNT
5603 31ST AVE REMOVED LITTER, BRICKS, BRANCHES, AND MISC DEBRIS	175.00
5% LATE FEE WILL BE APPLIED TO ALL LATE INVOICES	0.00
5%10 NET 20	Subtotal
	175.00
	0% Tax
	Total
	175.00

JOB# 24003 BEFORE

ADDRESS 5603 31ST AVE

DATE ORDERED 1-29-24

DATE ^{Cleaned} CUT 1-30-24

ORDERED BY Mr. Kath

TIME IN 3:33

TIME OUT 3:42

DEBRIS REMOVAL 100⁰⁰

SQ. FT. N/A

JOB COST 175⁰⁰

FOREMAN gm



JOB# 24003 AFTER

ADDRESS 5603 31ST AVE

DATE ORDERED 1-29-24

DATE CUT 1-30-24

ORDERED BY Mr. Kater

TIME IN 3:33

TIME OUT 3:42

DEBRIS REMOVAL 100⁰⁰

SQ FT. N/A

JOB COST 175⁰⁰

FOREMAN JM

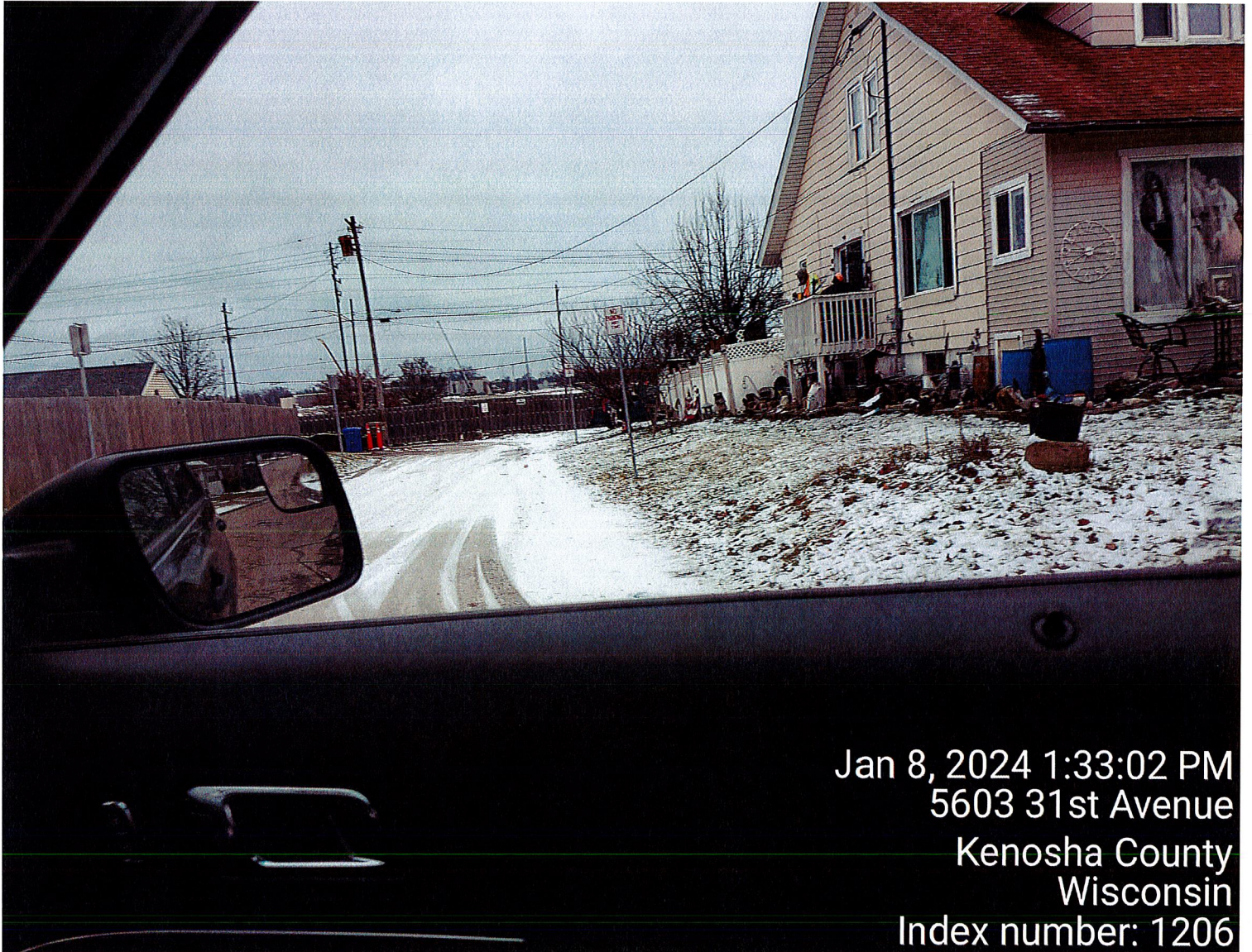




Jan 8, 2024 11:45:19 AM
5603 31st Avenue
Kenosha County
Wisconsin
Index number: 1196



Jan 8, 2024 1:32:50 PM
5603 31st Avenue
Kenosha County
Wisconsin
Index number: 1205



Jan 8, 2024 1:33:02 PM
5603 31st Avenue
Kenosha County
Wisconsin
Index number: 1206



Jan 8, 2024 1:33:12 PM
5603 31st Avenue
Kenosha County
Wisconsin
Index number: 1207

RESOLUTION NO. 40-24

BY: FINANCE COMMITTEE

To Impose a Special Charge on Certain
Parcels of Property for
Trash and Debris Removal

BE IT RESOLVED, that special charges for trash and debris removal during 2024, in the total amount of \$1,361.53, be levied against the respective parcels of property as shown by a report by the Department of City Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this 18th day of March, 2024

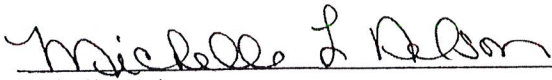
Approved:


_____, Mayor

John M. Antaramian

Date signed 3/21/24

Attest:


_____, City Clerk-Treasurer

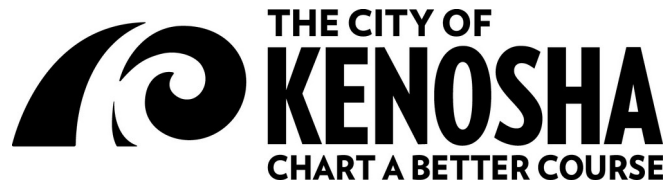
Michelle Nelson

Date signed 3/21/24

Drafted by:
Department of City Inspections

/LWC

Parcel #: 05-123-06-204-017	1616 61ST ST			
Owner of Record SHORE ISLAND HOLDINGS LLC PO BOX 87 STOUGHTON, WI 53589	Admin. Fee 100.00	Charge 175.00	Total 275.00	
Parcel #: 09-222-36-376-002	5603 31ST AVE			
Owner of Record JESSE & CAROLE JASSO 5603 31ST AVE KENOSHA, WI 53144-4102	Admin. Fee 100.00	Charge 175.00	Total 275.00	
Parcel #: 12-223-31-354-001	1935 56TH ST			
Owner of Record RICHARD M MASCARELLA 420 KNIGHT ST CANNELTON, IN 47520	Admin. Fee 100.00	Charge 711.53	Total 811.53	
RESOLUTION TOTAL			1,361.53	



March 28, 2024

Carole and Jesse Jasso
5603 31st Ave
Kenosha WI 53144

Re: Request for Review of Trash and Debris Removal Special Charge – 5603 31st Avenue
Parcel #09-222-36-376-002
\$275.00

Dear Carole and Jesse Jasso:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, April 15, 2024 at 6:00 pm in Room 204 of the Kenosha Municipal Building, 625 52nd Street.

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

If you have any questions, please call me at 262-653-4026 or send an e-mail to me at kargust@kenosha.org.

Sincerely,

CITY OF KENOSHA

c: Alderperson Kelly Mackay 7th District

SPECIAL CHARGE *
 REQUEST FOR REVIEW
 CITY CLERK TREASURER
 625 52nd STREET, ROOM 105
 KENOSHA, WI 53140
 262-653-4020 cityclerk@kenosha.org



Date 3-28-24

Your Name CAROLE AND JESSE JASSO

Your Phone Number 262 960 4934 Email _____

Your Address 5603 31 AVE KENOSHA WI 53140
 (Address/City/State/Zip)

City of Kenosha Property Address 5603 31 AVE KENOSHA WI 53140

City of Kenosha Property Parcel Number _____

Type of Special Charge

Board-up Fee	
Reinspection Fee	
Penalty Fee	
Snow Removal	
Trash & Debris Removal	290.47
Grass & Weed Cutting	

Amount _____

How were you made aware of the special charge? _____

By MAIL

Have you contacted any City department? If so, when (date) and who did you speak with?

3-28-24
RM 100 clerk

Provide an explanation as to why the special charge should be reviewed and specify the adjustment amount you are requesting:

3-28-24 I+'S NOT MY
RM 100 CLERK
properly line
Please Review properly lines

***Special Assessment Appeal** (sidewalk, paving, etc.) According to Section 66.0703 of the Wisconsin Statutes, the sole remedy for seeking an appeal of a special assessment is an appeal to Circuit Court within 90 days after the date of the notice or of the publication of the final resolution. This period of limitation does not apply to appeals based on fraud or latent defects in the construction of the improvement.

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

JESSE & CAROLE JASSO
5603 31ST AVE
KENOSHA, WI 53144

BILLING DATE: 04/01/24

PARCEL NO. 09-222-36-376-002

FOR

RESOLUTION: 040-24
TRASH & DEBRIS

APRIL 30, 2024
DUE BY WITHOUT INTEREST

PROPERTY 05603 031 AV

LOT 50 H L BULLAMORE'S SUB PT OF
SEC 36 T2 R22 ALSO PT OF W 1/2
ALLEY RES#165-97 DOC#1075018
OT LINE ADJUSTMENT) V 1403 P648
04340 DOC#1522820

AMOUNT DUE* 275.00

***AMOUNT DUE IF PAID BY DATE ABOVE**

TAX BILL YEAR	AMOUNT	
2024	290.47	0000
0000		0000
0000		0000
0000		0000
0000		0000
TOTAL	290.47	

7.5%.

Interest Included if not paid by November 30th of this year.

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

If paid by check, receipt is contingent on check being paid by bank on which it is drawn. Partial payments of this bill are not allowed.

If you have questions regarding this bill, please contact the Department of City Inspections at 262-653-4263.

CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS

Disbursement Record 06

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursement for the period from **3/16/2024** through **03/31/2024** and have approved the disbursement as follows:

1. Checks numbered from 218231 through 218370 as shown on attached listing consisting of:

- a. Debt Service -0-
- b. Investments -0-
- c. All Other Disbursements \$14,414,661.42

SUBTOTAL \$14,414,661.42

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: \$1,701,029.87

TOTAL DISBURSEMENTS APPROVED \$16,115,691.29

Daniel Prozanski Jr.

Brandi Ferree

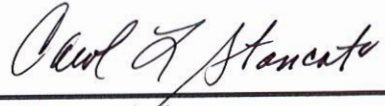
Holly Kangas

Curt Wilson

Keith Rosenberg

Ruth Dyson

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 #06

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 4/04/2024

Prepared By: KG

Reviewed By: 

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218231	3/22	MISSION SQUARE	110-00-21572-000-000	3/1-15/24 CONTRIBS	58,090.18
			110-00-21599-000-000	3/1-15/24 CONTRIBS	19,285.08
			110-00-21524-000-000	3/1-15/24 CONTRIBS	5,630.00
				..... CHECK TOTAL	83,005.26
218232	3/22	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	W/E 3/16 HRLY DEDCTS	30.00
218233	3/22	CHASE BANK KENOSHA	110-00-21513-000-000	P/E 3/16 HRLY DEDCTS	20,323.68
			110-00-21511-000-000	P/E 3/16 HRLY DEDCTS	15,340.33
			110-00-21612-000-000	P/E 3/16 HRLY DEDCTS	15,340.13
			110-00-21614-000-000	P/E 3/16 HRLY DEDCTS	3,988.04
			110-00-21514-000-000	P/E 3/16 HRLY DEDCTS	3,987.75
				..... CHECK TOTAL	58,979.93
218234	3/22	WIS DEPT OF REVENUE	110-00-21581-000-000	P/E 3/16 WAGE ASSIGN	110.67
218235	3/22	JOHNSON BANK	110-00-21532-000-000	P/E 3/16 CITY HRLY D	2,183.00
			110-00-21532-000-000	P/E 3/16 WATER HRLY	754.84
				..... CHECK TOTAL	2,937.84
218236	3/22	WI SCTF	110-00-21581-000-000	P/E 3/16 HRLY DEDUCT	1,753.45
218237	3/22	CARE-PLUS DENTAL PLANS, INC	611-09-50101-155-525	4/24 PREM	48,591.12
218238	3/22	IAFF/NATIONWIDE	110-00-21574-000-000	3/1-15 CONTRIBS	17,439.34
			110-00-21579-000-000	3/1-15 CONTRIBS	1,620.00
				..... CHECK TOTAL	19,059.34
218239	3/22	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	3/1-15 CONTRIBUS	16,229.87
			110-00-21539-000-000	3/1-15 CONTRIBUS	3,713.87
				..... CHECK TOTAL	19,943.74
218240	3/22	ILLINOIS DEPT OF REVENUE	110-00-21518-000-000	P/E 3/16 STATE TAX	94.86
218241	3/22	NAVITUS HEALTH SOLUTIONS	611-09-50101-155-527	RX CLAIMS 3/1-3/15	91,351.99
			611-09-50101-155-527	02/24 SHARED SAVINGS	8,603.09
			611-09-50101-155-518	03/24 ADMIN	5,194.98
				..... CHECK TOTAL	105,150.06

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218242	3/22	WYNN AT LAW, LLC TRUST ACCT	110-00-21581-000-000	P/E 3/16 D ELFERING	264.52
218243	3/27	LAKESIDE STEEL & MFG. CO.	520-09-50401-347-000	LABOR & MATERIAL	151.00
218244	3/27	SCOUT LEADERS RESCUE SQUAD	222-09-50101-294-000	1ST QTR 2024 RETAIN	1,250.00
218245	3/27	LEAGUE OF WISCONSIN	110-01-50101-323-000	2024 MEMBER RENEWAL	19,724.28
218246	3/27	FIRST SUPPLY CO.	110-05-55109-246-000	SUPPLIES AND SERVICE	190.04
			110-05-55109-249-000	SUPPLIES AND SERVICE	90.18
			110-05-55109-246-000	SUPPLIES AND SERVICE	28.61
			110-05-55109-246-000	SUPPLIES AND SERVICE	12.83
			110-05-55103-357-000	SUPPLIES AND SERVICE	12.56
			110-05-55109-361-000	SUPPLIES AND SERVICE	4.50
				..... CHECK TOTAL	338.72
218247	3/27	VAN'S ROOFING, INC	520-09-50201-246-000	ROOF REPAIR SERVICES	589.14
218248	3/27	KENOSHA WATER UTILITY	521-09-50101-223-000	11/30-1/31	19,698.65
			521-00-13112-000-000	11/30-1/31	4,744.78
			110-03-53103-223-000	11/30-1/31	4,365.70
			110-05-55109-223-000	11/30-1/31	3,996.54
			110-05-55109-223-000	11/30-1/31	3,692.52
			110-03-53103-224-000	11/21-2/28	2,042.25
			110-05-55109-224-000	10/31-2/28	1,915.32
			520-09-50301-223-000	11/30-1/31	1,240.86
			110-02-52203-224-000	11/30-2/28	1,068.55
			521-09-50101-224-000	11/30-2/28	849.94
			520-09-50301-224-000	11/13-2/28	810.53
			110-03-53116-223-000	12/31-2/28	661.40
			110-02-52203-223-000	11/30-1/31	483.46
			110-01-51801-223-000	12/31-1/31	418.88
			461-11-52201-581-000	11/30-1/31	379.24
			110-05-55102-224-000	11/13-2/28	272.20
			501-09-50107-223-000	4071 88TH AVE COMPOS	271.56
			632-09-50101-224-000	11/27-2/28	160.07
			463-11-52102-219-000	12/31-2/28	117.90
			110-03-53116-224-000	12/31-2/28	76.52
			110-01-51802-223-000	4710 47TH AVE	68.68
			110-01-51802-223-000	47TH AVENUE	54.10
			110-01-51802-223-000	3604 67TH ST	51.44
			110-01-51802-223-000	4722 47TH AVE	43.48
			463-11-52302-219-000	11/30-1/31	11.66
			110-01-51801-224-000	12/28-1/31	1,007.30CR
				..... CHECK TOTAL	46,488.93

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218254	3/27	SIGNARAMA	110-02-52103-561-000	GRAPHICS FOR PATROL	9,060.00
			110-02-52103-219-000	TRAILER GRAPHICS	150.00
			110-02-52103-561-000	DESIGN	120.00
				..... CHECK TOTAL	9,330.00
218255	3/27	T-MOBILE USA	110-02-52102-219-000	24-6225 MORENZ	25.00
			110-02-52102-219-000	24-4816 KUKOWSKI	25.00
				..... CHECK TOTAL	50.00
218256	3/27	T-MOBILE	501-09-50103-226-000	2/08-03/07 ENG CARD	35.00
218257	3/27	PITNEY BOWES GLOBAL FINANCE	110-01-51306-311-000	SUPPLIES	663.97
218258	3/27	SAM'S CLUB	524-05-50101-397-000	SUPPLIES/MERCHANDISE	43.71
			110-01-51901-263-000	SUPPLIES/MERCANDISE	15.92
				..... CHECK TOTAL	59.63
218259	3/27	ROOT-PIKE WATERSHED	501-09-50102-219-000	SWU EDUCA PROGRAM	8,640.00
218260	3/27	KENOSHA COUNTY TREASURER	110-00-12101-000-000	03-121-03-442-040	9,215.38
218261	3/27	ELECTION SYSTEMS & SOFTWARE	110-01-51901-232-000	WARRANTY/LICENSE	12,495.00
218262	3/27	STATE BAR OF WISCONSIN	110-01-52001-322-000	TRAFFIC LAW	93.83
218263	3/27	ENGBERG ANDERSON ARCHITECTS	405-11-51801-583-000	SOUTHPORT BEACH	1,807.50
218264	3/27	SOUTHPORT ENGINEERED SYSTEMS	405-11-52111-589-000	GREENHOUSE UTILITY	1,235.00
			110-02-52103-246-000	RISE TRAINING CENTER	629.41
			110-02-52103-246-000	RISE TRAINING CENTER	618.00
			110-02-52103-246-000	RISE TRAINING CENTER	360.00
				..... CHECK TOTAL	2,842.41
218265	3/27	SOUND OFF SIGNAL GSA	110-02-52103-561-000	EQUIPMENT FOR PATROL	23,324.11
218266	3/27	EWALD AUTOMOTIVE GROUP	110-02-52103-561-000	FORD POLICE INTERCEP	42,726.00
			110-02-52103-561-000	FORD POLICE INTERCEP	42,726.00
			110-02-52103-561-000	FORD POLICE INTERCEP	42,726.00
			110-02-52103-561-000	FORD POLICE INTERCEP	42,726.00
				..... CHECK TOTAL	170,904.00

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218267	3/27	HOME HEATING & COOLING	110-05-55109-249-000	EMERGENCY HVAC SERV	155.00
218268	3/27	ENERGY SOLUTION PARTNERS	520-09-50106-341-000	3/24 7201.0 DIESEL F	22,961.83
218269	3/27	WISCONSIN SUPREME COURT	110-01-52001-264-000	JUDICIAL ED 5/1-4/30	800.00
218270	3/27	HABITAT FOR HUMANITY	214-06-50303-259-000	#6878934- PROJ COSTS	35,948.07
218271	3/27	VERNON GRAPHIX	110-05-55101-311-000 110-05-55101-311-000	VINYL SIGNS BANNER DESIGN CHECK TOTAL	672.00 50.00 722.00
218272	3/27	LINE-X OF KENOSHA	110-02-52103-561-000	FLT 4188 COVER	1,275.00
218273	3/27	TOP PACK DEFENSE LLC	110-02-52103-365-000 110-02-52103-365-000	DUTY GEAR HOLSTER TLR-9 FLEX-TAC LIGHT CHECK TOTAL	1,429.30 1,269.00 2,698.30
218274	3/27	AVALON	520-09-50201-344-000	AVL/GPS PROJECT	3,431.00
218275	3/27	TRAFFIC CONTROL CORPORATION	632-09-50101-393-000	CONTROLLERS/OPTICOM	1,029.00
218276	3/27	BOUND TREE MEDICAL, LLC	206-02-52205-318-000 206-02-52205-369-000	MEDICAL SUPPLIES MEDICAL SUPPLIES CHECK TOTAL	1,855.18 197.97 2,053.15
218277	3/27	WHOLESALE DIRECT INC	632-09-50101-393-000	PARTS/MATERIALS	905.90
218278	3/27	HAPPENINGS MAGAZINE	222-09-50101-259-000	ADVERTISING	300.00
218279	3/27	INTERNATIONAL ASSOC OF	110-02-52107-264-000	LABATORE IACP CONF	650.00
218280	3/27	TOTAL ENERGY SYSTEMS, LLC	110-02-52103-231-000	KOHLER GENERATOR	2,819.02
218281	3/27	BAYCOM	110-02-52103-231-000	SERVICE AGREEMENT	59,497.00
218282	3/27	FIRSTNET	110-02-52103-226-000 631-09-50101-226-000 110-01-51901-226-000 206-02-52205-226-000 110-01-51102-226-000 110-02-52601-226-000 110-03-53116-226-000 110-01-51301-226-000 110-05-55109-226-000 110-03-53103-226-000 110-05-55101-226-000 110-01-51601-226-000 110-05-55111-226-000	3/7 POLICE CELL 3/7 CITY CELL SVC 3/7 CITY CELL SVC EMS 3/7 CITY CELL SVC 3/7 CITY CELL SVC 3/7 CITY CELL SVC 3/7 CITY CELL SVC 3/7 CITY CELL SVC 3/7 CITY CELL SVC 3/7 CITY CELL SVC 3/7 CITY CELL SVC 3/7 CITY CELL SVC	6,132.62 2,934.95 1,180.92 1,078.66 731.35 648.46 319.65 271.32 241.59 231.80 216.49 212.52 183.08

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			501-09-50105-226-000	3/7 CITY CELL SVC	159.93
			501-09-50106-226-000	3/7 CITY CELL SVC	152.94
			132-09-50101-226-000	3/7 CITY CELL SVC	123.33
			501-09-50103-226-000	3/7 CITY CELL SVC	120.59
			110-02-52201-226-000	ADMIN	108.64
			110-02-52204-226-000	PREVENTION	101.68
			110-01-51201-226-000	3/7 CITY CELL SVC	88.94
			632-09-50101-226-000	3/7 CITY CELL SVC	83.46
			110-03-53109-226-000	3/7 CITY CELL SVC	80.28
			521-09-50101-226-000	3/7 CITY CELL SVC	78.86
			520-09-50106-369-000	3/7 CITY CELL SVC	78.86
			110-01-51801-226-000	3/7 CITY CELL SVC	78.86
			110-01-51101-226-000	3/7 CITY CELL SVC	78.86
			110-01-50901-226-000	3/7 CITY CELL SVC	78.86
			110-05-55109-226-000	PARKS	60.27
			110-02-52206-226-000	TRAINING	46.32
			110-01-52001-226-000	3/7 CITY CELL SVC	44.47
			501-09-50101-226-000	3/7 CITY CELL SVC	41.73
			205-03-53118-226-000	3/7 CITY CELL SVC	41.73
			110-03-53110-226-000	3/7 CITY CELL SVC	41.73
			110-01-51303-226-000	3/7 CITY CELL SVC	39.43
			110-01-50301-226-000	3/7 CITY CELL SVC	39.43
			110-02-52103-226-000	3/7 CITY CELL SVC	38.99
			501-09-50107-226-000	YARDWASTE	38.27
				..... CHECK TOTAL	16,229.87
218283	3/27	JOHNS DISPOSAL	521-09-50101-344-000	2/24 DUMPSTER SERVIC	175.00
218284	3/27	GFL ENVIRONMENTAL INC	205-03-53118-253-000	1/24 609.86 TONS	51,798.15
			205-03-53118-253-000	2/24 466.81 TONS	36,665.26
			205-03-53118-253-000	1/24 BACKHAULS	11,656.76
			205-03-53118-253-000	2/24 BACKHAULS	9,582.72
				..... CHECK TOTAL	109,702.89
218285	3/27	CIVIC PLUS LLC	110-01-50301-322-000	MUNICODE SUB/UPDATES	7,185.60
			110-01-50301-322-000	MUNICODE SUB/UPDATES	216.00
				..... CHECK TOTAL	7,401.60
218286	3/27	TK ELEVATOR CORPORATION	417-11-51901-587-000	SAFETY TEST	980.56

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218287	3/27	OFFSITE	211-09-58102-219-000 110-00-15601-000-000	3/24 CITY CLOUD BU 3/24 KWU CLOUD BU CHECK TOTAL	4,671.06 473.20 5,144.26
218288	3/27	GARTNER, INC	411-11-52001-532-000 411-11-52101-532-000	PHASE II LEGACY PHASE II LEGACY CHECK TOTAL	199,066.00 130,934.00 330,000.00
218289	3/27	CUDAHY ROOFING & SUPPLY, INC	405-11-52303-583-000	ARMORY ROOF REPAIR	19,360.00
218290	3/27	ACCURATE APPRAISAL LLC	211-09-59114-219-000	2024 ASSESSMENT SVCS	25,000.00
218291	3/27	ANYTIME BASEBALL SUPPLY	110-05-55102-579-000	RIDING LINE STRIPER	18,304.00
218292	3/27	CORELOGIC	110-00-21106-000-000	REFUND PP/RE TAX	42.89
218293	3/27	HOFFMAN, ERIC	110-00-21106-000-000	REFUND PP/RE TAX	2.06
218294	3/27	SAVAGLIO, JOHN	110-00-21112-000-000	REFUND SPC ASMT	11.83
218295	3/27	THOMPSON, DAVID	110-09-56404-719-000	9/15/23 VEH DMG	4,784.60
218296	3/27	CXTEC	520-09-50201-344-000	AVL/GPS PROJECT	4,419.15
218297	3/28	INTERSTATE ELECTRIC SUPPLY	110-05-55109-246-000 110-05-55109-246-000 519-09-50122-249-000	ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES CHECK TOTAL	322.00 225.84 39.98 587.82
218298	3/28	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	3/24 HRLY DEDCTS	18.00
218299	3/28	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	P/E 3/23 HRLY DEDCTS	40.00
218300	3/28	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000 110-00-21563-000-000	P/E 3/31 SAL DEDCTS P/E 3/23 HRLY DEDCT CHECK TOTAL	86,550.00 30.00 86,580.00
218301	3/28	NFPA	110-02-52601-323-000	KATH RENEWAL	175.00
218302	3/28	WIS DEPT OF REVENUE	110-00-21512-000-000	P/E 3/15 STATE TAX	120,659.41

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218303	3/28	WE ENERGIES	110-02-52203-221-000	2/15-3/19 4810 60TH	3,077.68
			132-09-50101-221-000	2/1-3/4 2222 63 ST U	1,779.59
			132-09-50101-222-000	2/6-3/8 2222 63RD	859.18
			110-03-53109-221-000	2/12-3/14 3637 30TH	560.03
			110-03-53109-221-000	2/14-3/18 60TH ST 50	528.62
			110-01-51802-222-000	2/13-3/17 912 35 ST	490.10
			110-03-53109-221-000	2/5-3/6 22ND AVE & 3	250.76
			110-03-53109-221-000	2/12-3/14 30TH AVE 4	245.03
			110-03-53103-221-000	2/9-3/13 12830 38 ST	242.62
			110-03-53109-221-000	2/12-3/14 104TH AVE	211.85
			110-03-53109-221-000	1/29-2/27 505 59TH S	175.30
			110-03-53109-221-000	2/12-3/14 30TH AVE 4	150.04
			110-03-53103-221-000	2/9-3/13 2505 128 AV	134.44
			110-03-53109-221-000	2/5-3/6 39TH AVE WAS	133.78
			110-03-53109-221-000	2/5-3/6 22ND AV & 35	129.74
			110-03-53109-221-000	2/7-3/11 65 ST & 88	107.60
			110-03-53109-221-000	2/5-3/6 4701 WASH RD	98.82
			110-05-55109-221-000	2/1-3/7 3617 65TH GR	24.17
				..... CHECK TOTAL	9,199.35
218304	3/28	KENOSHA WATER UTILITY	501-00-13114-000-000	SW 29684 5036 4 AVE	1,265.34
218305	3/28	AT&T	110-02-52108-227-000	2/8-3/7 RADIO CIRCUI	93.71
218306	3/28	CHASE BANK KENOSHA	110-00-21513-000-000	P/E 3/31 SAL/HRL DED	236,760.94
			110-00-21511-000-000	P/E 3/31 SAL/HRL DED	112,081.88
			110-00-21612-000-000	P/E 3/31 SAL/HRL DED	112,081.61
			110-00-21514-000-000	P/E 3/31 SAL/HRL DED	34,917.00
			110-00-21614-000-000	P/E 3/31 SAL/HRL DED	34,916.75
				..... CHECK TOTAL	530,758.18
218307	3/28	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	P/E 3/31 SAL DEDCTS	13,915.92
218308	3/28	WIS DEPT OF REVENUE	110-00-21581-000-000	P/E 3/23 WAGE ASSIGN	138.62
218309	3/28	HOLLAND SUPPLY, INC.	632-09-50101-393-000	HYDRAULIC FITTINGS	1,073.48
			110-03-53117-246-000	HYDRAULIC FITTINGS	49.02
				..... CHECK TOTAL	1,122.50
218310	3/28	KPSOA	110-00-21552-000-000	P/E 3/31 SAL DEDCTS	1,750.00

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218311	3/28	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	P/E 3/31 SAL DEDCTS	10,887.23
218312	3/28	CUMMINS NPOWER, LLC	520-09-50201-347-000	BUS PARTS	720.00
			110-02-52203-344-000	PARTS/SERVICE	483.77
			520-09-50201-347-000	BUS PARTS	87.42
				..... CHECK TOTAL	1,291.19
218313	3/28	COREY OIL, LTD	520-09-50106-341-000	LUBRICANT/OILS	1,316.72
218314	3/28	HENRY SCHEIN	206-02-52205-318-000	MEDICAL SUPPLIES	2,432.64
218315	3/28	WISCONSIN COUNCIL 40	110-00-21553-000-000	3/24 HRLY DEDCTS	283.80
218316	3/28	PELION BENEFITS, INC.	110-00-21517-000-000	3/16-31 DEDUCTS	4,904.34
218317	3/28	KENOSHA COUNTY TREASURER	110-00-21109-000-000	12-223-31-176-005	1,619.44
218318	3/28	JOHNSON BANK	110-00-21532-000-000	P/E 3/31 CITY SAL	30,300.23
			110-00-21532-000-000	P/E 3/31 WATER SAL	3,266.19
			110-00-21532-000-000	P/E 3/23 CITY HRLY D	2,183.00
			110-00-21532-000-000	P/E 3/31 LIBRARY	1,145.00
			110-00-21532-000-000	P/E 3/23 WATER HRLY	754.84
				..... CHECK TOTAL	37,649.26
218319	3/28	FIFTY STATES DIST.	110-02-52203-259-000	LAUNDRY SERVICES	1,709.77
			110-02-52103-259-000	12-040456	4.44
				..... CHECK TOTAL	1,714.21
218320	3/28	FASTENAL COMPANY	520-09-50201-317-000	TOOLS / MATERIALS	897.22
			110-03-53113-389-000	TOOLS/MATERIALS	247.72
			501-09-50107-319-000	TOOLS/MATERIALS	242.57
			521-09-50101-344-000	TOOLS/MATERIALS	76.00
			110-05-55109-344-000	TOOLS/MATERIALS	22.22
			632-09-50101-393-000	TOOLS/MATERIALS	16.04
				..... CHECK TOTAL	1,501.77
218321	3/28	NORTON, JENNY	110-00-21118-000-000	PETTY CASH	119.00
218322	3/28	MSC INDUSTRIAL SUPPLY	632-09-50101-393-000	FASTENERS/HARDWARE	23.95

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218323	3/28	ENGBERG ANDERSON ARCHITECTS	211-09-55103-219-000	ARCHITECTURAL SERV	5,360.90
218324	3/28	ENERGY SOLUTION PARTNERS	520-09-50106-341-000	3/24 7001.0 DIESEL F	22,114.06
218325	3/28	GOODNOUGH, BRUCE C.	110-01-52001-219-000	SUB JUDGE 3/8 & 11	400.00
218326	3/28	ILLINOIS TOLLWAY	110-02-52203-261-000	VN5506376030	61.40
218327	3/28	ILLINOIS DEPT OF REVENUE	110-00-21581-000-000	P/E 3/31 GARNISH	9.31
218328	3/28	KENOSHA COMMUNITY FOUNDATION	222-09-50101-259-000	2024 SPONS SCULPTURE	2,250.00
218329	3/28	WI SCTF	110-00-21581-000-000 110-00-21581-000-000	P/E 3/31 SAL DEDCTS P/E 3/23 HRLY DEDCTS CHECK TOTAL	8,376.69 1,837.60 10,214.29
218330	3/28	TOP PACK DEFENSE LLC	110-02-52103-365-000	GEAR HOLSTERS	285.86
218331	3/28	JEFFERSON FIRE & SAFETY	110-02-52203-235-000	COMP MAINT	1,700.00
218332	3/28	CAPITAL ONE, N.A.	441-11-52403-582-000	KIN CONSTRUCTION	11,847,000.00
218333	3/28	ALARM DETECTION SYSTEMS INC	524-05-50101-219-000	2024 ALARM MONITOR/M	887.16
218334	3/28	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	P/E 3/31 H MARTIN	375.00
218335	3/28	GILLIG LLC	520-09-50201-347-000	BUS PARTS	6,217.78
218336	3/28	ILLINOIS DEPT OF REVENUE	110-00-21518-000-000	P/E 3/23 STATE TAX	4,311.30
218337	3/28	NAVITUS HEALTH SOLUTIONS	611-09-50101-155-527	RX CLAIMS 1/1-15/24	90.00
218338	3/28	MEBULBS	521-09-50101-375-000	LIGHTING SUPPLIES	447.38
218339	3/28	WYNN AT LAW, LLC TRUST ACCT	110-00-21581-000-000	P/E 3/23 D ELFERING	330.66
218340	3/28	SUN LIFE	110-00-21538-000-000 110-00-21538-000-000 110-00-21538-000-000	3/24 GAP COV CRIT IL 3/24 GAP COV HOSP IN 3/24 GAP COV ACC INS CHECK TOTAL	535.20 126.28 78.58 740.06

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

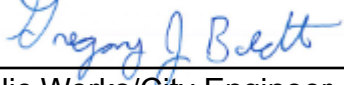
CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218341	3/28	ACADIA PROPERTIES LLC	501-00-21128-000-000	ESCROW 4926 37 AVE	2,000.00
218342	3/28	UMR MONTHLY BILLINGS	611-09-50101-155-517 611-09-50101-155-518 110-00-21534-000-000	4/24 STOP LOSS COV 4/24 ADMIN FEES 4/24 VISION COV CHECK TOTAL	221,464.32 51,026.32 5,396.00 277,886.64
218343	3/28	VILLAGE OF PLEASANT PRAIRIE	276-00-24206-000-000 278-00-24206-000-000	1/24 ALCOHOL ENF 1/24 SEATBELT ENF CHECK TOTAL	606.51 569.04 1,175.55
218344	3/28	DALE J LEROSE	110-01-51801-243-000	3/24 CLEANING CONTRA	4,758.26
218345	3/28	NELSON, TELELA	110-00-21111-000-000 110-00-45103-000-000	CIT #BH308492/91 CIT #BH308492/91 CHECK TOTAL	98.00 10.00 108.00
218346	3/28	HOEFLER, AARON	110-00-21111-000-000 110-00-45103-000-000	CIT #B1789629/28 CIT #B1789629/28 CHECK TOTAL	191.30 10.00 201.30
218347	3/28	SCHLEVENSKY, CAYLA	110-00-21111-000-000	CIT #RESTP3B4L	15.96
218348	3/28	THOMAS, DARNELL	110-00-21111-000-000	CIT #BE587109	10.00
218349	3/28	ROSSEN, VANESSA	110-00-21111-000-000 110-00-45103-000-000	CIT #S567057 CIT #S567057 CHECK TOTAL	114.00 35.00 149.00
218350	3/28	CASTELAN-ARROYO, EMELY	110-00-21111-000-000 110-00-45103-000-000	CIT #BH952151 CIT #BH952151 CHECK TOTAL	27.16 5.00 32.16
218351	3/28	HUTCHINS, NATASHA	110-00-21111-000-000	CIT #C560802	8.93
218352	3/28	ARIZOLA, SELENA	110-00-21111-000-000 110-00-45103-000-000	S567932/R936260 S567932/R936260 CHECK TOTAL	20.00 5.00 25.00
218353	3/28	UW-PARKSIDE POLICE DEPT	278-00-24208-000-000	1/24 SEATBELT ENF	1,130.58

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218354	3/28	PROPIO LS, LLC	110-02-52103-219-000	24-8584 INTERPRET	7.11
218355	3/28	TRAXLER, ERIC	110-02-52103-367-000	24-10061 PANTS	73.32
218356	3/28	TORRES, PABLO	110-02-52102-341-000	3/7-9 ICAT TRAIN	41.96
			110-02-52107-263-000	3/7-9 ICAT TRAIN	38.00
				..... CHECK TOTAL	79.96
218357	3/28	KUNZ, JOSHUA	110-02-52107-263-000	3/7-8 DELAVAN	16.00
218358	3/28	DILLHOFF, AARON J.	110-02-52103-263-000	3/18-19 FTO CADRE	277.69
218359	3/28	BANDI, DANIEL	110-02-52103-263-000	3/18 CRIT INC MTG	23.00
218360	3/28	KREIN, JAMES J	110-02-52107-263-000	3/11-13 FRANKLIN	24.00
218361	3/28	HEID, BRIDGETTE	110-02-52107-263-000	WTSOA 2/26-28	75.00
218362	3/28	BARRIERE, ANTHONY	110-02-52107-263-000	3/11-15 PEWAUKEE	40.00
218363	3/28	MARTINI, SERGIO	110-02-52107-263-000	3/7-8 DELAVAN	16.00
218364	3/28	GLAUM, ERIC	110-02-52103-381-000	BUDDY BOWL	78.52
218365	3/28	AQUINO, JOSHUA	110-02-52107-263-000	WTSOA 2/26-28	75.00
218366	3/28	FARIS, PAUL	110-02-52601-264-000	CONT ED/ MEMBERSHIP	125.00
			110-02-52601-323-000	CONT ED/ MEMBERSHIP	40.00
				..... CHECK TOTAL	165.00
218367	3/28	THORPE, JACOB	110-02-52107-263-000	WTSOA 2/26-28	75.00
218368	3/28	CABAIS, AVELINA	110-01-50901-264-000	WAAO MTG	15.38
218369	3/28	SPRINGER, SARAH	110-01-50901-264-000	WAAO MTG	15.38
218370	3/28	GALINDO, PALERMO	110-00-21534-000-000	3/24 VISION DED	8.09
GRAND TOTAL FOR PERIOD *****					14,414,661.42

April 2, 2024

To: Jack Rose, Chairperson, Public Works Committee
Dominic Ruffalo, Chairperson, Stormwater Utility Committee

From: Gregory J. Boldt, PE 
Deputy Director of Public Works/City Engineer

Subject: Acceptance of Project 22-1029 22nd Avenue Reconstruction Phase 5

Location: 22nd Avenue - 81st Street to 85th Street

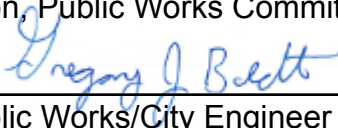
Please be advised that the above referenced project has been satisfactorily completed by A.W. Oakes & Son, Inc., Racine, WI. This project consisted of reconstructing the existing roadway with new base course materials, concrete pavement, and curb & gutter; driveway replacement; hazardous sidewalk replacements, including new ADA curb ramps; street light poles and LED light fixtures; storm sewer improvements; landscape restoration; street signage; and pavement markings. The project also included water main improvements.

It is recommended that the project be accepted in the final amount of \$2,377,900.51 (Roadway and Storm Sewer \$1,933,968.89; Water Main \$443,931.62).

The original contract amount for roadway and storm improvements was \$1,722,805.28 plus \$258,394.72 in contingency for unforeseen conditions (if needed) for a total award amount of \$1,981,200.00. CIP funding was from TID #25 included in Line Items IN-17-002 for roadway and SW-13-007 for storm sewer improvements.

The original contract amount for water main improvements was \$464,895.72 plus \$69,704.28 in contingency for unforeseen conditions (if needed) for a total award amount of \$534,600.00. Funding for the water main improvements was through Kenosha Water Utility.

April 2, 2024

To: Jack Rose, Chairperson, Public Works Committee
From: Gregory J. Boldt, PE 
Deputy Director of Public Works/City Engineer
Subject: Acceptance of Project 24-1202 Tree Removal for 2024 Sidewalk Program

Location: Various

Please be advised that the above referenced project has been satisfactorily completed by Homer Tree Service, Inc., Lockport, IL. This project consisted of removal of approximately 31 trees and restoration in anticipation of future sidewalk improvements throughout the City of Kenosha.

It is recommended that the project be accepted in the final amount of \$40,729.00. The original contract amount was \$37,566.00 plus \$5,634.00 in contingency for unforeseen conditions (if needed) for a total award amount of \$43,200.00. Funding was from CIP Line IN-93-004.