

# AGENDA KENOSHA COMMON COUNCIL KENOSHA, WISCONSIN Kenosha Municipal Building, 625 52nd Street Council Chambers – Room 200 Monday, March 4, 2024 7:00 PM

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the regular meeting held February 21, 2024 and special meeting held February 26, 2024.

Matters referred to the Committees by the Mayor.

Presentation, Commendations and Awards by the Mayor. Above and Beyond Award to Michael Hansen.

Awards and Commendations from Boards, Commissions, Authorities and Committees. Mayor's Youth Commission Awards.

**CITIZENS' COMMENTS** 

#### A. REFERRALS

#### TO THE COMMITTEE ON FINANCE

- A.1. Ordinance 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.
- A.2. Resolution by the Finance Committee To Approve the 2024 Consolidated Plan-Annual Plan for the Community Development Block Grant/HOME Program. (Also referred to CP for CDBG portion)

#### TO THE PUBLIC WORKS COMMITTEE

- A.3. Resolution by Committee on Public Works To Vacate an Alley east of 7th Avenue between 54th and 55th Street. (JV Enterprises, LLC / Siel)(District 2) (Also referred to CP)
- A.4. Development Agreement between the City of Kenosha, the Kenosha Water Utility, and 38th Street, LLC for Development Phases II, III, IV. (District 16) (Also referred to CP, SWU, Board of Water Comm.)

#### TO THE CITY PLAN COMMISSION

- A.5. Resolution 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)
- A.6. Conditional Use Permit for a plastics manufacturer located at 7517 60th Street. (Schuetz Containers) (District 16)
- A.7. Rezoning Ordinance 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)
- A.8. Rezoning Ordinance by 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, 12-223-31-404-003), 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)

A.9. Rezoning Ordinance 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)

#### **B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS**

- B.1. Approval of the following applications (per list in supporting documents):a. 24 Operator's (Bartender's) license(s).Page 1
- B.2. Appointment by Lori Sacco, Interim City Assessor, of Sarah Springer to the City of Kenosha 2024 Board of Assessors. Page 2
- B.3. Conditional Use Permit for a Tattoo Establishment located at 2002 52nd Street. (Salon Suites Tattoo-Initial Hearing to establish the Conditions of Approval and schedule a public hearing) (District 7) (CP Approve Ayes 9, Noes 0) PUBLIC HEARING Pages 3-16

#### 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. Jaron Doty 80
  - b. Steven Neu 60
  - c. Ronnie Orr 55
  - d. Kimberly Schultz 25

(LP – Grant, subject to demerit points – Ayes 5, Noes 0) **HEARING Pages 17-30** 

- C.2. Application of Phakhao Thai-Lao Restaurant LLC, (Gnan Vongsa, Agent), for a new Class "B" Beer/ "Class B" Liquor License located at 6316 52nd Street Suite #A (Phakhao Thai-Lao Restaurant), upon surrender of a similar license from Frankie D's Vino & Pizzeria, LLC to be effective March 5, 2024, with no adverse recommendations from the Police Department. (District 16) (LP recommendation pending) **HEARING** Pages 31-53
- C.3. Application of The Rowan LLC, (Markita Brewster, Agent), for a new Class "B" Beer License located at 5721 6th Avenue (The Rowan), to be effective March 5, 2024, with no adverse recommendations from the Police Department. (District 2) (LP Approve Ayes 5, Noes 0) **HEARING**Pages 54-82
- C.4. Application of The Rowan LLC, for a Probationary Cabaret License located at 5721 6th Avenue (The Rowan), with no adverse recommendations from the Police Department. (District 2) (LP Approve Ayes 5, Noes 0) **HEARING**Pages 83-86

- C.5. Consider 3 Applications for Class "B" Beer/ "Class B" Liquor Licenses (only one (1) license is available):
  - a. Kiwi Kai, LLC, (Sarahjane Moistner, Agent), located at 6015 75th Street (The Tipsy Kiwi), to be effective April 1, 2024, with no adverse recommendations from the Police Department. (District 14) Submitted February 6, 2024 at 9:30 a.m. (LP Approve Ayes 4, Noes 1)
  - b. India Masala House LLC, (Rattandeep Kaur, Agent), located at 5745 75th Street (India Masala House), upon surrender of the Class "B" Beer/"Class C" Wine license held by India Masala House LLC, to be effective April 1, 2024, with a recommendation from the City Attorney to grant, subject to 50 demerit points. (District 14) Submitted February 9, 2024 at 2:30 p.m. (LP Deny, based on lack of available licenses Ayes 4, Noes 1)
  - c. Betty and Ronalds's LLC, (Micah Tharpe, Agent), located at 2105 22nd Avenue (Betty and Ronald's), upon surrender of the Class "B" Beer/"Class C" Wine license held by Betty and Ronald's LLC, to be effective March 5, 2024, with no adverse recommendations from the Police Department. (District 6) Submitted February 9, 2024 at 3:20 p.m. (LP Deny, based on lack of available licenses Ayes 4, Noes 1) **HEARING** Pages 87-144

### D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS E. ORDINANCES 1<sup>st</sup> READING

#### F. ZONING ORDINANCES 1st READING

F.1. Rezoning Ordinance by the City Plan Commission - To Rezone the Property at 3525 18th Street (Parcel No. 80-4-222-242-0120), from A-2 Agricultural Land Holding District to RS-1 Single Family Residential District (in Conformance with Section 10.02 of the Zoning Ordinance). (3525 Property, LLC) (District 5) (CP - Approve - Ayes 8, Noes 0) Pages 145-149

#### G. ORDINANCES 2<sup>nd</sup> READING

- G.1. Ordinance 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 84. (Fin. Approve Ayes 4, Noes 0) **PUBLIC HEARING**Pages 150-151
- G.2. Ordinance by the Board of Park Commission To Amend Subsection 6.04 B. and Paragraph 6.04 B.1. (of the Code of General Ordinances) Regarding Official Names of Parks. (Parks Approve Ayes 5, Noes 0) Page 152

#### H. ZONING ORDINANCES 2<sup>nd</sup> READING

H.1. Ordinance by the Mayor – Attachment and Zoning District Classification Ordinance (under Section 66.0307 Wisconsin Statutes, City of Kenosha/Town of Somers), State Approved Cooperative Plan, 3525 18th Street, (Parcel No. 80-4-222-242-0120, Town of Somers). (3525 Property, LLC, Property Owner) (District 5) **PUBLIC HEARING** Pages 153-158

#### I. RESOLUTIONS

- I.1. Resolution by Sponsor Alderperson Dave Mau Advocating Enforcement of City Ordinance 5.045 for Fair Business Practices and Regulatory Integrity.
   (PW Approve Ayes 5, Noes 1) Pages 159-160
- I.2. Resolution by the Mayor To Approve a Development Plan for the Innovation Center at the Kenosha Innovation Neighborhood authorizing the KIN Innovation Redevelopment Corporation (KIRC) to construct and operate the Innovation Center and Approve a Ground Lease to KIRC. (District 7) (CP Approve Ayes 8, Noes 0) PUBLIC HEARING (12 affirmative votes required to pass)
  Pages 161-214
- I.3. Resolution by the Mayor Master Lease with KIN Innovation Redevelopment Corporation and other Documents Related to the NMTC Financing of the Innovation Center. (Requires approval by 2/3 vote of those present)

  Pages 215-218
- I.4. Resolution by the Mayor To Amend Condition #9 of Resolution #111-23 to Grant a Six-Month Extension for the Recording of an Eleven-Lot Certified Survey Map for Property at 5555 30th Avenue. (City of Kenosha Kenosha Innovation Neighborhood) (District 7) (PW Approve Ayes 6, Noes 0) (CP Approve Ayes 8, Noes 0) Pages 219-244
- I.5. Resolution by the Mayor To Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of 3525 18th Street, (Parcel No. 80-4-222-242-0120, in the Town of Somers, Kenosha County in Wisconsin) with the Approved City of Kenosha/Town of Somers Cooperative Plan (under Section 66.0307 of the Wisconsin Statutes). (3525 Property, LLC, Property Owner) (District 5) (CP Approve Ayes 8, Noes 0) PUBLIC HEARING Pages 245-249

#### J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

#### K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

#### L. OTHER CONTRACTS AND AGREEMENTS

- L.1. Technology Support Services Service Level Agreement Between ComSys Inc., and the City of Kenosha Police Department. (Fin. recommendation pending) (PSW Approve Ayes 5, Noes 0) Pages 250-255
- L.2. Change Order to the Contract to Remove and Dispose of Asbestos Containing Material and Universal Waste, Raze Structure and Restore Lot at 3920-22 75th Street, between the City of Kenosha and S.A.F.E. Inc. (Project #08-23) (District 8) (Fin. recommendation pending) <a href="Pages 256-258">Pages 256-258</a>

#### M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

M.1. Disbursement Record #3 - \$5,772,012.05. (Fin. - recommendation pending)
Pages 259-282

#### 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

- 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.

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. The meeting was called to order at 7:01 pm.

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

A moment of silence was observed in lieu of the invocation for Katherine Marks.

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

It was moved by Alderperson Michalski, seconded by Alderperson Wilson, to approve of the minutes of the special meeting held January 25, 2024 and the regular meeting February 5, 2024. On a voice vote, motion carried.

Three Citizens spoke during Citizens Comments: Michael Bell, Susan Walker and Mary Magdalen Moser.

#### A. REFERRALS

#### TO THE CITY PLAN COMMISSION

A.1. Conditional Use Permit for a Tattoo Establishment located at 2002 52nd Street. (Salon Suites Tattoo) (District 7)

#### TO THE PUBLIC WORKS COMMITTEE

A.2. Resolution by Sponsor Alderperson Dave Mau - Advocating Enforcement of City Ordinance 5.045 for Fair Business Practices and Regulatory Integrity.

#### B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

- B.1. It was moved by Alderperson Wilson, seconded by Alderperson Michalski, to approve the following applications (per list in supporting documents):
- a. 19 Operator's (Bartender's) license(s).
- b. 1 Successor of Agent Status of Beer and/or Liquor license(s).
- c. 11 Temporary Class "B" Beer and/or "Class B" Wine license(s).
- d. 1 Amusement & Recreation Supervisor's license(s).

On a voice vote, motion carried.

#### C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSES/PERMITS

It was moved by Alderperson Wilson, seconded by Alderperson Kennedy, to concur with the recommendation of the Licenses/Permits Committee on Items C.1. - C.4. after being read and hearing held. Craig Colmer appeared for Item C.3. and Mustafa Mustafa appeared for Item C.4.

- C.1. Applications for new Operator's (Bartender's) Licenses:
- a. Laura Hawkins 50
- b. Deja Rucker 60
- c. Zachary Salerno 60
- d. Gayle Vershowske 70
- (LP Grant, subject to demerit points Ayes 4, Noes 0)
- C.2. Application of Jessica Rodriguez for a new Operator's (Bartender's) License. (LP Deny, based on material police record (substantially related to the license activity) and false application Ayes 4, Noes 0)
- C.3. Application of Kelco LLC, (dba Fry Daddy's) for a new Yearly Peddler Stand located at 8730 22nd Avenue, (Anderson Park Pool Area Parking Lot), with no adverse recommendations from the Police Department. (District 9) (LP Approve Ayes 4, Noes 0)
- C.4. Application of Grewal3kk LLC, (Kulvir Singh, Agent) for a new Class "B" Beer/ "Class B" Liquor License located at 1912 52nd Street (Moe Moes Midnight), upon surrender of a similar license from Grewal Food Mart Inc to be effective February 22, 2024, with no adverse recommendations from the Police Department. (District 7) (LP Approve Ayes 4, Noes 0)

On a voice vote, motion carried unanimously.

#### D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

John M. Antaramian, Mayor

Michelle L. Nelson, City Clerk-Treasurer

#### E. ORDINANCES 1st READING

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

E.1. Ordinance by the Board of Park Commission - To Amend Subsection 6.04 B. and Paragraph 6.04 B.1. (of the Code of General Ordinances) Regarding Official Names of Parks.

E.2. Ordinance 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 84.

On a voice vote, motion carried.

#### F. ZONING ORDINANCES 1st READING

It was moved by Alderperson Kennedy, seconded by Alderperson Dyson, to send the following Ordinance on its way: F.1. Ordinance by the Mayor – Attachment and Zoning District Classification Ordinance (under Section 66.0307 Wisconsin Statutes, City of Kenosha/Town of Somers), State Approved Cooperative Plan, 3525 18th Street (Parcel No. 80-4-222-242-0120, Town of Somers). (3525 Property, LLC, Property Owner) (District 5) On a voice vote, motion carried.

#### **G. ORDINANCES 2nd READING**

#### **H. ZONING ORDINANCES 2nd READING**

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

It was moved by Alderperson Prozanski, seconded by Alderperson Wilson, to adopt Ordinance 08-24 after being read and public hearing held. No one spoke. On roll call vote, motion carried unanimously and said ordinance was thereupon adopted: **Zoning Ordinance 08-24** 

By the Mayor - To Repeal Sections 2.02.B.4, 2.07 and 2.08, 3.02.D, 3.02.E, 3.20, 3.21, 4.06.A.5., 4.06.B.2., 4.06.D.1., 4.06.D.2., 7.05.A.4., 7.05.B., 7.07, 8.05.C., 8.05.D., 9.06, 9.08.C., 9.09.C., 9.09.D.2., 10.06, 11.021, 17.02, to Amend Section 3.01, Section 4.02 Table 4.01 Group 1, Group 2, Group 3 and Group 4, To Repeal and Recreate Sections 3.01.A., 3.02.A., 3.02.B., and to Amend 12.01.B. by removing various floodplain definitions, to renumber various sections where applicable, and to create Section 19.0 Floodplain Regulation for the City of Kenosha Zoning Ordinance.

Approved: John M. Antaramian, Mayor

Attest: Michelle L. Nelson, City Clerk-Treasurer

Passed: February 21, 2024 Published: February 26, 2024

#### **I. RESOLUTIONS**

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

It was moved by Alderperson Prozanski, seconded by Alderperson Wilson, to approve Resolutions 18-24 through 26-24 after being read and any necessary hearings held. No one appeared. On roll call vote, motion carried (14-0) on Items I.1. through I.7. and (13-1) on Item I.8., with Alderperson Mau voting nay said resolutions were thereupon approved:

I.1. 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.

Resolution 18-24 Boarding and Securing - \$172.12

Adopted: February 21, 2024

Resolution 19-24

**Property Maintenance Reinspection Fees - \$19,128.00** 

Adopted: February 21, 2024

Resolution 20-24

By the Committee on Public Works - To Order the Cost of Public Sidewalk and/or Driveway Approach Construction and/or Replacement to be Specially Assessed to Abutting Property for Project 21-1029 22nd Avenue Reconstruction Uptown. (District 12)

Adopted: February 21, 2024

1.3. Resolution 21-24

By the Committee on Public Works - To Order the Cost of Public Sidewalk and/or Driveway Approach Construction and/or Replacement to be Specially Assessed to Abutting Property for Project 24-1029 22nd Avenue Reconstruction Phase 7. (Districts 5 & 6)

Adopted: February 21, 2024

#### John M. Antaramian, Mayor

Michelle L. Nelson, City Clerk-Treasurer

Resolution 22-24

By the Committee on Public Works – To Order the Cost of Public Sidewalk and/or Driveway Approach Construction and/or Replacement to be Specially Assessed to Abutting Property for Project 24-1206 Sidewalk & Curb/Gutter Program West.

(Districts 4, 5, 6, 7, 8, 9, 10, 12, 13 & 14)

Adopted: February 21, 2024

1.5.

Resolution 23-24

By the Committee on Public Works – To Order the Cost of Public Sidewalk and/or Driveway Approach Construction and/or Replacement to be Specially Assessed to Abutting Property for Project 24-1207 Sidewalk & Curb/Gutter Program North.

(Districts 4, 5, 6, 7 & 10)

Adopted: February 21, 2024

I.6.

Resolution 24-24

By the Committee on Public Works – To Order the Cost of Public Sidewalk and/or Driveway Approach Construction and/or Replacement to be Specially Assessed to Abutting Property for Project 24-1208 Sidewalk & Curb/Gutter Program South.

(Districts 8, 9, 12 & 13)

Adopted: February 21, 2024

I.7.

Resolution 25-24

By the Board of Park Commission - Renaming Little League Park to Santo Principe Park.

Adopted: February 21, 2024

1.8.

Resolution 26-24

By the Mayor - To Dissolve Tax Incremental District #20, (City of Kenosha,

Wisconsin), and Authorizing the City of Kenosha City Clerk/Treasurer to Distribute Excess Increment to Overlying Taxing
Districts. (District 16)

Adopted: February 21, 2024

I.9. It was moved by Alderperson Bogdala, seconded by Alderperson Kennedy, to approve Resolution 27-24 after being read.

Alderpersons Siel, Rose, Ruffalo, LaMacchia, Pizzala and MacKay all requested to be added as co-sponsors. On roll call vote, motion carried unanimously and said Resolution was thereupon approved:

#### Resolution 27-24

By Principal Sponsor Alderperson David F. Bogdala - To Support and Urge the Support of The Water Systems
PFAS Liability Protection Act.

Adopted: February 21, 2024

I.10. It was moved by Alderperson Bogdala, seconded by Alderperson Kennedy, to approve Resolution 28-24 after being read. It was moved by Alderperson Bogdala, seconded by Kennedy, to open to a Public Hearing. On a voice vote, motion carried. Alex Kudrna, Backyard Dream Productions, spoke in favor of the resolution. Alderpersons Ruffalo, Michalski and Rose requested to be added as co-sponsors. On roll call vote, motion carried (13-1), with Alderperson Mau voting nay and said resolution was thereupon approved:

#### Resolution 28-24

By Principal Sponsor Alderperson David F. Bogdala – To Support 2023 Senate Bill 1026 To Establish Film and Television Production Incentives and Create a New State Film Office In Wisconsin.

Adopted: February 21, 2024.

#### J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

J.1. It was moved by Alderperson Bogdala, seconded by Alderperson Wilson, to approve Appointment of Joseph Gabanski to Director of Information Technology to be effective February 19, 2024. On roll call vote, motion carried unanimously.

#### K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

It was moved by Alderperson Bogdala, seconded by Alderperson Rose, to approve K.1. through K.5.:

- K.1. Award of Contract for Project 21-1029 22nd Avenue Reconstruction Uptown (22nd Avenue 60th Street to 65th Street) to LaLonde Contractors, Inc. (Waukesha, WI) in the amount of \$6,617,800.00. (District 12)
- K.2. Award of Contract for Project 24-1029 22nd Avenue Reconstruction Phase 7 (22nd Avenue 27th Street to 18th Street) to A.W. Oakes & Son, Inc. (Racine, WI) in the amount of \$6,208,800.00. (Districts 5 & 6)
- K.3. Award of Contract for Project 24-1206 Sidewalk & Curb/Gutter Program West (Properties West of 30th Avenue) to A.W. Oakes & Son, Inc. (Racine, WI) in the amount of \$764,000.00. (Districts 4, 5, 6, 7, 8, 9, 10, 12, 13 & 14)
- K.4. Award of Contract for Project 24-1207 Sidewalk & Curb/Gutter Program North (Properties North of 60th Street) to A.W. Oakes & Son, Inc. (Racine, WI) in the amount of \$473,100.00. (Districts 4, 5, 6, 7 & 10)

#### John M. Antaramian, Mayor

Michelle L. Nelson, City Clerk-Treasurer

K.5. Award of Contract for Project 24-1208 Sidewalk & Curb/Gutter Program South (Properties South of 60th Street) to A.W. Oakes & Son, Inc. (Racine, WI) in the amount of \$463,900.00. (Districts 8, 9, 12 & 13)

On roll call vote, motion carried unanimously.

#### L. OTHER CONTRACTS AND AGREEMENTS

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

L.1. Change Order to the Contract to Remove and Dispose of Asbestos Containing Material and Universal Waste, Raze Structure and Restore Lot at 3920-22 75th Street, between the City of Kenosha and S.A.F.E. Inc. (Project #08-23) (District 8) On roll call vote, motion carried unanimously.

#### M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

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

M.1. Disbursement Record #2 - \$7,941,397.46. On roll call vote, motion carried unanimously.

#### N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

It was moved by Alderperson Bogdala, seconded by Alderperson Rose, to approve Items N.1. and N.2.:

N.1. Approval of Sidewalk Rates for 2024.

N.2. Acceptance of Project 23-1416 Tree Removal (Citywide Locations) which has been satisfactorily completed by Fowler Enterprises LLC (Elgin, IL). The final amount of the contract is \$183,541.00. (All Districts)

On roll call vote, motion carried unanimously.

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

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

O.1. Application of Carmichael & Assoc. Inc. for a Carnival License from July 4 - 7, 2024 located between 57th Street and 58th Street and East of 3rd Avenue. (District 2) On roll call vote, motion carried unanimously.

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

#### **ADJOURNMENT**

At 7:46 pm, there being no further business to come before the Common Council, it was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to adjourn. On a voice vote, motion carried

Approved: JOHN M. ANTARAMIAN MAYOR

Attest: MICHELLE L. NELSON
CITY CLERK-TREASURER

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. The special meeting was called to order at 4:20 pm.

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

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 Michalski, seconded by Alderperson Kangas, to suspend the dress code. On a voice vote, motion carried.

#### **B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS**

B.1. It was moved by Alderperson Wilson, seconded by Alderperson Rose, to approve Application of All Saints Catholic School for a Temporary "Class B" Wine License located at 4400 22<sup>nd</sup> Avenue on March 2, 2024 for an event (All Saints Catholic School Gala). On roll call vote, motion carried unanimously.

#### **ADJOURNMENT**

At 4:23 pm, there being no further business to come before the Common Council, it was moved by Alderperson Bogdala, seconded by Alderperson Kangas, to adjourn. On a voice vote, motion carried

Approved: JOHN M. ANTARAMIAN MAYOR

Attest: MICHELLE L. NELSON
CITY CLERK-TREASURER

B.1.			March 4, 2024				
	NO ADVERSE RECOMMENDATIONS FROM THE P.D.						
a.		BARTE	NDERS				
	First Name	Last Name					
1	Evelysse	Diaz					
2	Jennifer	Faulkner					
3	Libby	Ferguson					
4	Aryanna	Graham Connolly					
5	Marisol	Guzman					
6	Scott	Hardwick					
7	Leah	Indlecoffer					
8	Laura	Jahnke					
9	Stacey	Motion					
10	Joseph	Oestreich					
11	Rebecca	Overby					
12	Abigail	Ramsey					
13	Carly	Remus					
14	Allison	Rosado					
15	Kelvin	Salgado					
16	Michael	Sepanski					
17	Daljeet	Singh					
18	Pardeep	Singh					
19	Samantha	Smith					
20	Jena	Stensloff					
21	Michalah	Tucker					
22	Alexandra	Villalobos					
23	Mary	Woodward					
24	Rebecca	Zigmond					
	TOTAL =	24					



Date: March 4, 2023

To:

Mayor Antaramian

President and members of Kenosha Common Council

From: Lori Sacco, Interim City Assessor

Re:

2024 Board of Assessors Appointments

Pursuant to Section 1.06(w) of the Kenosha Code of General Ordinances, I hereby submit for your consideration and approval, the following Board of Assessors appointment:

Sarah Springer

I hope this appointment meets with your approval.

Respectfully submitted,

Lori Sacco

Interim City Assessor



TO:

Mayor John M. Antaramian

Members of the Common Council

FROM:

Rich Schroeder, City Development &

RE:

Conditional Use Permit for Conditional Use Permit for a Tattoo Establishment

located at 2002 52nd Street. (Salon Suites Tattoo- Initial Hearing) (District 7)

DATE:

February 26, 2024

Attached is a Conditional Use Permit which requires final approval by the Common Council.

Per Wisconsin Statues, the Conditions of Approval shall be established at this meeting. After a Class II Notice is published, the formal public hearing will be held and the review authority can take final action on the Conditional Use Permit at that meeting.

The City Plan Commission recommended approval of the Conditional Use Permit, subject to the attached Conditions of Approval. (Ayes 9, Noes 0)

#### Recommendation:

A recommendation is made for the Common Council to establish the Conditions of Approval and to schedule the formal public hearing for April 1, 2024.

Please contact me at 653-4034 or rschroeder@kenosha.org if you have any questions.

RS:llb Attachment

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



#### CITY PLAN COMMISSION Staff Report – Item #3

Thursday, February 22, 2024 at 5:00 pm Municipal Building 625 52nd Street – Room 202 – Kenosha, WI 53140

Conditional Use Permit for a tattoo establishment located at 2002 52nd Street. (Salon Suites Tattoo) (District 7) PUBLIC HEARING

#### **NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Alderperson MacKay, District 7, has been notified. Alderperson Siel, District 2 was also notified as his District is within 100' of the subject property. The City Plan Commission will make a recommendation to the Common Council, which is the final review authority.

#### **LOCATION AND ANALYSIS:**

Site:

2002 52nd Street

- 1. The applicant is proposing to operate a tattoo establishment at the existing salon business located at 2002 52nd Street.
- 2. The proposed tattoo establishment is not located within 1,000 feet of another operating tattoo establishment. There were two different tattoo establishments approved within 1,000 feet of this site, but one establishment has closed, and the other did not satisfy all conditions of approval and the Conditional Use Permit is now void. The closest operating tattoo establishment is at 2214 60th Street, roughly one half mile away.
- 3. There are no open or pending building or zoning violations on the property.
- 4. The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.
- 5. The plans were sent to City Departments for their review. Their comments are included in the attached Conditions of Approval.

#### **RECOMMENDATION:**

A recommendation is made to approve the Conditional Use Permit, subject to the attached Conditions of Approval.

Brian Wilke, AICP, Development Coordinator

Rich Schröeder, Deputy Director



#### Conditions of Approval SALON SUITES TATTOO 2002 52nd Street February 22, 2024

- 1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
  - a. The applicant shall obtain all required construction permits from the Department of City Inspections. This includes, but is not limited to Building and Occupancy permits.
  - b. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval. The site and the adjacent surface parking lot are each limited to one monument sign.
  - c. The development shall be constructed per the approved plans on file with the Department of City Development, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of City Development for review and approval.
  - d. Prior to the issuance of any Occupancy permits, the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
  - e. Prior to the issuance of any occupancy permits, a Deed Restriction or Restrictive Covenant approved by the City Attorney shall be recorded with the Kenosha County Register of Deeds stating that the property shall remain fully taxable for ad valorem tax purposes, including, but not limited to taxation unless to, real and personal property taxes and will not be subject to any exemption or exception to taxation unless otherwise agreed to by the City. The Deed Restriction or Restrictive Covenant shall be recorded at the applicant's expense, shall run with the land and shall be enforceable by the City against the owner and the owner's successors, assigns, and successors in title, including any tenants.
  - f. Compliance with City and State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.
  - g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
  - h. The applicant shall meet all applicable Conditions of Approval and obtain an occupancy permit within twelve (12) months of Common Council approval of the Conditional Use Permit shall be null and void.
  - i. Outdoor display of products is prohibited.
  - j. All vehicles shall be parked within designated paved areas.
  - k. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
  - I. Compliance with the Operational Plan.
  - m. If the business desires to add body-piercing activities, an Amendment to the Conditional Use Permit is required from the Review Authority.

- n. The Assessor's office requires an estimate of the amount of personal property at the location after occupancy. The personal property should include all furniture, fixtures, all office equipment, faxes, copiers, supplies, etc. Lease information will be required before they would sign off on the occupancy permit.
- o. This approval is granted to the current operator of the Tattoo Establishment. Any changes in ownership or operator of the Tattoo Establishment will require a new approval of the Conditional Use Permit.
- 2. The following Conditions of Approval shall be satisfied with City Staff prior to the issuance of any construction permits:
  - a. The existing freestanding sign located at 1928 52nd Street, parcel number 12-223-31-257-007 must be relocated out of the vision clearance triangle. A permit must be obtained prior to the work.

#### City of Kenosha

# Vicinity Map Salon Suites Conditional Use Permit





P: 262-653-4030 E: idtcd1@kenosha.org 625 52nd Street, Kenosha, WI 53140 www.kenosha.org

#### **Project Overview**

#1227362

Project Title: Salon Suites Tattoo

Application Type: Electronic Review

Workflow: Express Workflow

Jurisdiction: City of Kenosha

State: WI

County: Kenosha

#### **Contact Information**

#### Project Contact - Agent/Representative

Mary or Michael Herbert
Herbert & Sons Enterprises LLC
2002-52nd st
Kenosha, WI 53140
P:262-308-5268
mherbert3@wi.rr.com

#### **Property Owner**

Mary or Michael Herbert
Herbert & Sons Enterprises LLC
2002-52nd st
Kenosha, WI 53140
P:262-308-5268
mherbert3@wi.rr.com

#### Please indicate which of the following contacts are

included in this project.: None of the Above

#### **Project Information**

#### **Project Address:**

• 2002-52ND ST

2002-52ND ST KENOSHA, WI 53140

#### Project Type: Conditional Use Permit

#### **Project Description:**

We would like to add more than one tattoo artist in our building. Salon Suites is a building that rents space to image based businesses, such as hair stylists, barbers, nail technicians and aestheticians. Way back when, tattoo artists and barbers worked in the same building. It is tradition of sorts. We believe they would be a welcome addition to our salon family. We are not moving walls or changing out layout whatsoever. The equipment we have, can be used by tattoo artists.

**Project Valuation: \$1.00** 

Is the property subject to any easements, covenants, or

other restrictions?: No

Proposed Use: same as it is now, rental space and suites.

Project Acreage: 1

Please indicate the restrictions that apply.:

Total Square Footage of Project: 6000

Created with idtPlans Review 1/30/24

Salon Suites Tattoo

Page 1 of

#### Mission and Vision:

The mission of Salon Suites by Hair Unlimited is to provide a collaborative and inspiring space for individual business owners in the image, beauty and wellness industry. We aim to cultivate a supportive environment where entrepreneurs can thrive, offering exceptional customer service and customizable studio setups to meet their unique needs.

Our vision is to create a thriving community of like-minded professionals who share a passion for beauty, wellness, and entrepreneurship. We aspire to foster a sense of collaboration and support among our tenants, ultimately creating a space where creativity can flourish and businesses can thrive.

#### Historically:

The beauty, barber, wellness and tattoo industry have all been closely tied together, In days of old, barbershops and tattoo parlors were often housed in the same buildings, working right along side of each other. Not that long ago barber and cosmetology licence were one in the same. Estheticians often offer a service called microblading, where temporary (a few years) enhancements are made to eyebrows and lips. It, in itself is a form of tattooing, and is regulated by the state. These four industry are historically closely tied together. Referring business back and forth is huge in our industry.

#### Problem:

One of the major challenges faced by individual business owners in the image and wellness industry is finding a suitable space to establish and grow their businesses. Many professionals struggle to find rental spaces that offer the necessary atmosphere, amenities, and support to meet their specific needs. Often, they find themselves limited by cookie-cutter salons or spas that lack customization options.

Moreover, professionals in this industry often lack the networking opportunities and marketing support necessary to promote their businesses effectively. This hinders their growth potential and limits their ability to reach a wider clientele.

#### Solution:

Salon Suites by Hair Unlimited provides a unique solution to these challenges by offering rental spaces that can be fully customized to meet the individual needs of image and wellness based business owners. We understand that each professional has unique requirements, and our spaces are designed to provide the flexibility and freedom necessary for creativity to thrive.

Our collaborative community allows professionals to connect and learn from each other, fostering an environment of growth and support. Additionally, we offer exclusive networking events that provide valuable opportunities for business development and expansion.

To address the marketing and promotion challenges faced by individual entrepreneurs, we go beyond offering rental spaces. We provide assistance with marketing strategies, branding, and promotional activities, empowering our tenants to effectively reach their target audience and grow their businesses.

#### **Hours of Operation:**

Though tenants will have 24/7 opportunity to access the building, business hours of operation will limited to;
Monday through Friday 7am-10pm
Saturday 7am-6pm
Sunday 9am-5pm
These hours can be negotiated with city planning and development.

#### **Unique Selling Proposition:**

What sets Salon Suites by Hair Unlimited apart from traditional salon rentals is our focus on providing a collaborative focused environment. We prioritize creating a supportive community that fosters personal and professional growth for our tenants. By offering customizable studios, exclusive networking events, and marketing assistance, we aim to provide a comprehensive solution that addresses the specific needs of image and wellness based entrepreneurs.

#### **Viability Analysis**

The viability analysis of Salon Suites by Hair Unlimited demonstrates the potential success and sustainability of the business idea. Based on a thorough assessment, the following points highlight why this venture has a strong chance of being successful:

- 1. Growing Demand in the Image Industry: The beauty and tattoo industry has experienced substantial growth over the past decade, and this trend is expected to continue. According to Research and Markets, the global beauty salon market is projected to reach \$190.81 billion by 2024, driven by factors such as increasing disposable income and changing consumer preferences. Salon Suites by Hair Unlimited can tap into this growing market by providing customizable studio setups and a collaborative community for beauty professionals.
- 2. **Rental Space Concept**: The venture's core business model, providing rental spaces for individual business owners, is a proven concept in the industry. Similar salon suite concepts, such as Sola Salon Studios and My Salon Suite, have achieved considerable

- success. These models provide professionals with the freedom to own and operate their businesses while benefiting from shared spaces and amenities. The demand for such rental spaces is expected to increase as more beauty professionals seek independence and flexibility.
- 3. Exceptional Customer Service: Salon Suites by Hair Unlimited emphasizes delivering exceptional customer service to its tenants. Providing a positive and supportive environment for professionals can enhance tenant satisfaction and increase retention rates. Strong tenant relationships can also lead to positive word-of-mouth recommendations and attract new tenants. Focusing on creating a welcoming and inclusive community will further differentiate the business from competitors.
- 4. Additional Support Services: Apart from providing rental spaces, Salon Suites by Hair Unlimited offers exclusive networking events, as well as marketing and promotional assistance. These additional benefits contribute to the value proposition for the tenants by facilitating business growth and expansion. Networking opportunities can help professionals establish connections and collaborations within the beauty industry. Marketing and promotional support can help tenants reach a wider customer base, boosting their business success.
- 5. Wellness-Focused Trend: The increasing focus on wellness and self-care presents an opportunity for Salon Suites by Hair Unlimited to align with this trend. By creating a wellness-focused environment, the business can attract tenants and customers who prioritize their health and well-being. This includes offering eco-friendly and sustainable practices, as well as incorporating wellness amenities such as relaxation areas, meditation spaces, and natural product options.

#### Sources:

 Research and Markets. (2019). Beauty Salon Market - Growth, Trends, and Forecast (2019 - 2024). Retrieved from https://www.researchandmarkets.com/research/npb9dd/beautytaoottoooloimageim

#### **Industry Overview**

The Salon Suites industry is a growing sector within the industry. Below are some key points to consider about the industry:

- 1. **Market Size and Growth**: The beauty and image industry is worth billions of dollars globally, and the Salon Suites segment is experiencing significant growth. This growth is driven by factors such as an increasing focus on personal grooming and wellness, rising disposable incomes, and the desire for personalized services.
- Changing Consumer Preferences: Consumers today are seeking more personalized and exclusive experiences. They are willing to pay a premium for high-quality services and a unique atmosphere. Salon Suites by Hair Unlimited can tap into this trend by offering customizable studio setups and a collaborative community.
- 3. **Shift towards Individual Business Ownership**: Many professionals in the beauty and wellness industry are moving away from traditional salon employment to become

- independent business owners. This shift is driven by the desire for creative freedom, higher earning potential, and more control over their work environment. Salon Suites by Hair Unlimited can cater to these professionals by providing rental spaces where they can build and grow their own businesses.
- 4. Wellness Focus: There is a growing emphasis on overall wellness and self-care. Consumers are increasingly seeking services that not only enhance their appearance but also contribute to their overall well-being. By creating a wellness-focused environment, Salon Suites by Hair Unlimited can attract tenants who offer services aligned with this trend.
- 5. **Collaboration and Networking**: The image and beauty industry thrives on collaboration and learning from peers. By providing a collaborative community, Salon Suites by Hair Unlimited can foster an environment where professionals can share knowledge, network, and benefit from each other's expertise. Exclusive networking events can further enhance this aspect and provide additional value to the tenants.
- 6. **Marketing and Promotion**: Marketing and promotion play a crucial role in attracting new customers and building a brand presence. Assisting tenants with their marketing efforts can differentiate Salon Suites by Hair Unlimited from competitors and provide additional support to individual business owners who may not have the resources or expertise to market themselves effectively.
- 7. Competitive Landscape: The Salon Suites industry is becoming increasingly competitive, with various players offering similar services. Salon Suites by Hair Unlimited need to differentiate itself by focusing on exceptional customer service, a wellness and image-focused environment, and providing additional benefits such as networking events and marketing assistance.

Overall, the Salon Suites industry presents a promising opportunity for Salon Suites by Hair Unlimited. By capitalizing on the industry's growth, catering to changing consumer preferences, and offering a supportive and thriving community for professionals, the business has the potential to thrive in this competitive market.

#### Strengths

- 1. Unique offering: Our concept of providing customizable studio setups for individual business owners sets us apart from traditional salon rental spaces.
- 2. Collaborative community: We have created a supportive and collaborative environment for professionals in the industry, fostering networking and learning opportunities.
- 3. Exceptional customer service: We prioritize providing exceptional customer service to ensure a positive experience for our tenants and their clients.

- 4. Marketing and promotion assistance: We go beyond just providing rental spaces by offering assistance with marketing and promotion, helping our tenants grow their businesses.
- 5. Wellness-focused environment: We understand the importance of wellness in the beauty industry and have created a space that promotes a holistic approach to beauty and wellness.

#### Weaknesses

- 1. Limited locations: As a new business, we currently have limited locations available, which may restrict our reach and target market.
- Dependence on tenant success: Our success is closely tied to the success of our tenants, and if they struggle to attract clients or generate revenue, it may impact our business.
- 3. Competition: The beauty industry is highly competitive, and we will need to differentiate ourselves and attract tenants in a crowded market.

#### Opportunities

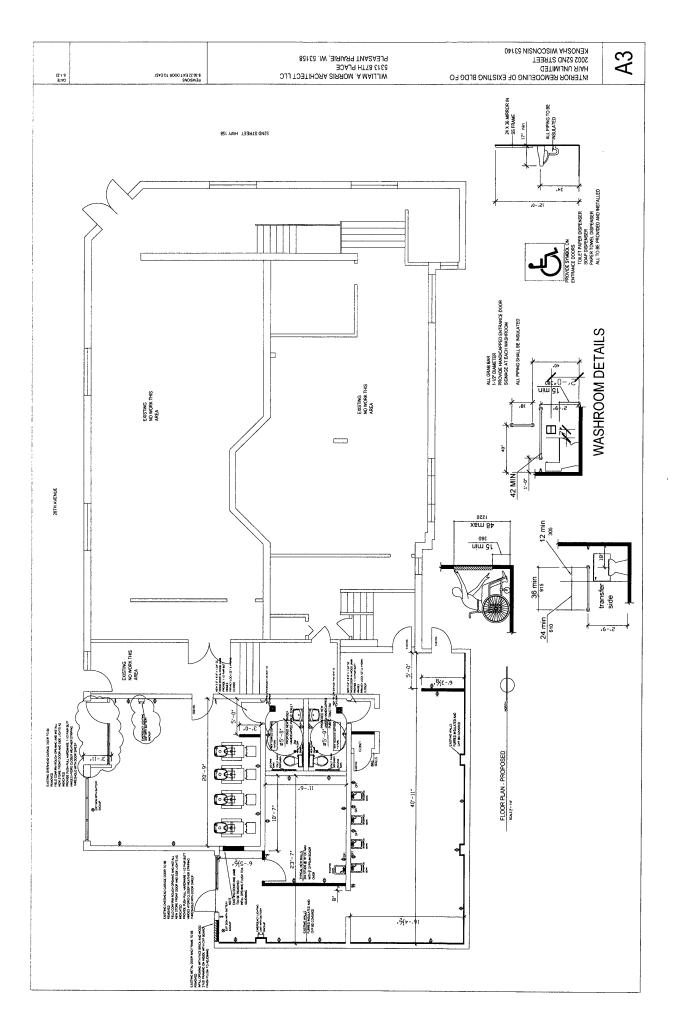
- 1. The beauty, barber and tattoo industry have all been closely tied together, In days of old, barber shops and tattoo parlors were often housed in the same buildings, Not that long ago barber and cosmetology licence were one in the same. Estheticians often offer a service called microblading, where temporary (a few years) enhancements are made to eyebrows and lips. It in itself is a form of tattooing, and is regulated by the state, these Four industry are historically closely tied together. Referring business back and forth is huge in our industry.
- 2. Growing demand for individual business ownership: The beauty industry is witnessing a shift towards individual business ownership, providing us with an opportunity to cater to this growing market.
- 3. Expansion potential: As we establish a strong presence and reputation, there is potential for expansion to new locations and target markets.

- 4. Collaborations and partnerships: We can explore collaborations and partnerships with other wellness-focused businesses or beauty professionals to enhance our offerings and reach a wider audience.
- 5. Strong network effects: As more professionals join our salon suites, the collaborative community and networking opportunities will strengthen, attracting even more tenants.

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#### **Threats**

- 1. Economic downturn: Economic fluctuations can impact consumer spending on beauty services, potentially leading to a decrease in demand.
- 2. Changing consumer preferences: Consumer preferences and trends in the image and beauty industry are constantly evolving, and we need to stay updated and adapt to meet the changing demands.
- 3. Regulatory challenges: The beauty industry is subject to regulations and licensing requirements, and changes in regulations can pose challenges to our operations.
- 4. Intense competition: There are established salon rental spaces and beauty service providers in the market, making competition fierce for attracting and retaining tenants.
- 5. External factors: External factors such as natural disasters or pandemics can significantly impact the beauty industry and our operations.



**Police Record Report** 

	APPLICANT INFORMATION					
Date of Application	Date of Application Name of Applicant Address of Applicant					
2/9/2024	Jaron Doty	4311 6th Avenue	Valid			
License Number	New or Renewal	Business (where license is to be used)	Business Address			
240977	N	Ron's Place	3301 52nd Street			

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/11/2019	OPERATING WHILE SUSPENDED	GUILTY	N	10
9/28/2020	OPERATING WHILE SUSPENDED	GUILTY	N	20
1/15/2022	OPERATING WHILE SUSPENDED	GUILTY	N	10
1/27/2022	OPERATING WHILE SUSPENDED	GUILTY	Y	20

CITY ATTORNEY'S RECOMMENDATION					
Offense Demerit Points	60				
Were all offenses listed on the application?	20				
TOTAL DEMERIT POINTS	80				

#### **CITY ATTORNEY'S COMMENTS**

Applicant listed the second OVAS on the application but failed to indicate the outcome, simply writing 
"closed[.]" This is insufficient information for us to be able to determine if points should be assessed.

For instance, is it closed because he was found not guilty or because he was found guilty? In this case, 
he was guilty and points are properly assessed. He also failed to list other violations, so would get assessed 
points for false application for multiple reasons.

	FINAL RECOMMENDATION						
х	X GRANT, Subject to 80 Demerit Points						
	DENY, based on material police record (substantially related to the license activity)						
	DEFER or GRANT, subject to Non-Renewal Revocation due to False Application						



#### **BARTENDER (OPERATOR)**

CLK217 (rev. 1/20)

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

Fee: \$ 100.00

Expires: June 30, 2025

LICENSE #: / MUNI FINES DUE: Yes Provisional Issued: Yes Beverage Course Completed □ HOLD for Beverage Course ADVERSE: Yes No LP: \_\_\_\_\_ CC: \_\_ LETTER: \_

Last Name: DoT	(NOTE: Name Must Appea	First Name:	ARO N ver's License <u>Or State ID)</u>	MI: _ <i>N</i>
Date of Birth:	_ Driver's License	or State ID Number: _	WI STATE	
Home Address: 431	6+H AVE UPPER	KENOSHA	WI STATE	53140 ZIP
Phone: 262-287	-5789 Email: JAR	ONDOTY 27@GMAS	IL.COM	
City of Kenosha Busines	s Where License Will Be Us	a . 'n	ed, Correspondence Will Be Sent	Via Email)

#### 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. XYes

MD

Bartender (Operator), Page 1

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

Last Name DoTY				First N	lame <sub>-</sub>	JA	RON		мі
RECORD CHECK: Visit If you have doubt as to wi If you are unsure, check v	hether to in	clude certai	n info	rmation it is	recon	nmend	ed that you d	0.	OW WILL BE VERIFIED.
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		DUI		Wisconsin	2/10/		Pending		
CHARG	SE .			STATE			DATE	I	RESULT
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6. Have you lived at you If no, please list all ad 113 MAIN St 井2	ir current h	nome addre	ss for ave re 2218	the <b>past (</b> esided at in	5) five	years ast (5)	s? <b>Yes</b> five years:  2312 634	<b>No</b> D St 1	4206 KENOSHA
H311 6+H AVE	BEFORE	KENOSHA SIGNING:	I here	by certify t	hat I a	m the	applicant na	med in	this application, and I
have read and answe to do so.	ered each a	and every q	uesti	on truly, co	rrectly,	and c	completely, u	naer pe	enaity of law for failure
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Applicant Signs	ature /			2/ Date	9/	202	24		sible Beverage Server Course, visit

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

**Police Record Report** 

	APPLICANT INFORMATION						
Date of Application	Name of Applicant	Address of Applicant	Driver's License Status				
2/12/2024	Steven Neu	5319 37th Avenue	Valid				
License Number	New or Renewal	Business (where license is to be used)	Business Address				
240982	N	Brat Stop	12304 75th Street				

OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
OPERATING AFTER REVOCATION	GUILTY	N	20
OPERATING AFTER REVOCATION	DISPO PENDING	N	20
	OPERATING AFTER REVOCATION	OPERATING AFTER REVOCATION GUILTY	OFFENSE CASE STATUS APPLICATION  OPERATING AFTER REVOCATION GUILTY N

CITY ATTORNEY	'S RECOMMEND	ATION
Offense Demerit Points	40	
Were all offenses listed on the application?	N20	
TOTAL DEMERIT POINTS	60	

#### CITY ATTORNEY'S COMMENTS

Applicant listed both offenses on the application, but said they were "dismissed" which is not true. The application form gives examples of options for the result of cases such as "dismissed" "paid fine" or "pending." Though he was convicted (and presumably ordered to pay a fine or ordered to jail) he chose to describe them as "dismissed." "Dismissed," to me, is the applicant saying the violation was never proven against him or that he was not convicted, which is not true. Thus, I assessed 20 points for false application.

	FINAL RECOMMENDATION
X	GRANT, Subject to 60 Demerit Points
	DENY, based on material police record (substantially related to the license activity)
	DEFER or GRANT, subject to Non-Renewal Revocation due to False Application



#### **BARTENDER (OPERATOR)**

CLK217 (rev. 1/20)

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

Fee: \$ 100.00

New □ Renewal

Expires: June 30, \_

OFFICE USE ONLY
DATE FILED: 2 12 24
INITIALS: Men
LICENSE #: 240982
MUNI FINES DUE: Yes No
Provisional Issued: Yes No
□ Beverage Course Completed
□ HOLD for Beverage Course
ADVERSE: Yes No
LP: CC:

Last Name: Neu	First Name: Stew	en	MI: R
	pear Exactly As It Appears On Driver's Lice	ense Or State ID)	
Date of Birth: Driver's Licens	se or State ID Number: STATE		NUMBER
Home Address: 5319 37 th A	ve Kenosha	<b>₩</b> I	53144
Phone: (262) 344 -57686 Email: S	tvoneu@gmail	2570120 VALUET	
City of Kanosha Rusiness Where License Will Re L		spondence will be sent via i	=maii) □ Uneuro

#### 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. XYes

Bartender (Operator), Page 1

RECORD CHECK: Visit <a href="http://www.kenoshajs.org/public-records/">http://www.kenoshajs.org/public-records/</a> if you need copies of records. If you have doubt as to whether to include certain information it is recommended that you do.

misdemeanors or felonies in a					inance violations, e, Date, Result (Include
pending charges.) Example:	CHARGE	STATE	DATE	RESULT	
pose di cara de Granda de	Theft	Florida	5/22/2014	Dismissed	
	Speeding	Wisconsin	2/10/2016	Paid Fine	
	DUI	Wisconsin	2/10/2016	Pending	
CHARGE		STATE		DATE	RESULT
Traffic Signal		WI	4	18/19	Dismissed
Operating while revol	led		4	18/19	Dismissed
interlock tamp			4	18/19	Dismissed
operating while revo	ked		10	113/17	Dismissed
TUT		1	10	/13/17	
perating w/o insur			IO	/13/17	
perating w/ PAC			10	/13/17	
perating while revo	ved	V	10	127122	
Traffic complaint			-	27/22	Cleared
Have you <u>ever</u> had your <b>driver</b> If yes, provide: Charge, State, D		penaea or re	evoked <u>in ar</u>	<u>ny state</u> ? <b>XX r</b> e	
CHA	RGE			STATE	DATE
	sentenced to se	erve time in j	ail or prisor	ı <u>in any state</u> ?	□ Yes ¼No
Have you ever served or been					
If yes, provide: Charge, State, I	Date			STATE	DATE
Have you ever, while operating unfair trade practices, unethical	Pate RGE a business or conduct, or dis	scrimination	in any state	been convicte	ed of any charges involving
Have you ever, while operating unfair trade practices, unethical If yes, provide: Charge, State, I	Pate RGE a business or conduct, or dis	scrimination nclude pendi	<u>in any state′</u> ng charges.	been convicte P □ <b>Yes ½ No</b>	ed of any charges involving
Have you ever, while operating unfair trade practices, unethical	Pate RGE a business or conduct, or dis	scrimination	<u>in any state′</u> ng charges.	been convicte	ed of any charges involvinç

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

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.

## Neu, Steven R

Drug investigation WI 11/4/17 Cleared operating while revoked 5726/22 Cleared operating while revoked 5726/22 dismissed Traffic complaint 4/19/19 classed Traffic complaint 10/15/17 cleared Operating while revoked 5/27/22 cleared Operating investigation 11/4/17 cleared Operating Investigation 11/4/17 cleared Operating Investigation 8/17/95 closed Operating Violation 8/17/95 closed Operating Ope		Charge State	Date	Result
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operating while revoked Traffic complaint Traffic complaint U/19/19 U/19/19/19/19 U/19/19/19/19/19 U/19/19/19/19/19/19/19/19/19/19/19/19/19/		oper w/o lamp lighted		
Traffic complaint  Traffic complaint  Operating while revoked  Suspicious  Traffic complaint  Operating while revoked  S127122  Suspicious  Traffic complaint  Drug investigation  TRF Accident  Hit tRun  Traffic violation  Check Business  Lascivious conduct  Smoking violation  Traffic violation  Tr			5/26/22	dismissed
Traffic complaint Operating while revoked Suspicious Traffic complaint Drug in vestigation TRF Accident Hit tRun Traffic violation Check Business Lascivious conduct Smoking violation Traffic v		Traffic complaint	4/19/19	closed
Operating while revoked  Suspicious  Traffic complaint  Drug investigation  TRF Accident  Hit tRun  Traffic violation  Agg As It  Check Business  Lascivious conduct  Smoking violation  Traffic violation  Traffic violation  Traffic violation  Smoking  Smoking  Smoking  Traffic violation  Traffic vi	ľ	Traffic complaint	10/15/17	cleared.
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Possess marijuara 2/1/98 closed		THF Other		
False information 2/1/98 closed	Ī	Possess marijuana	2/1/98	
		False information	2/1/98	closed

	Aga Aslf WI	9/5/99
	DC/Person	915199
	Licence Violation	4/14/00
	DC/other	10/8/09
	Smoking	3/9/11
	Smoting	3/18/12
	Smoking /	4/6/12
	Smoking	4/20/12
	False information	12/15/13
!	Seatbelt	9/8/11
	OAR	6/29/11
	Inj. intox use	11/5/18
	Improdent SP	11/5/98
	Veh Reg Susp	2/119814 11 12/1/16
	OAR_	2/1198
	No belt	3/16/97
	Speeding	6/24/93
ļ	· •	

**Police Record Report** 

APPLICANT INFORMATION				
Date of Application	Name of Applicant	Address of Applicant	Driver's License Status	
2/12/2024	Ronnie Orr	1009 45th Street	Suspended	
License Number	New or Renewal	Business (where license is to be used)	Business Address	
240979	N			

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
3/11/2023	OBSTRUCT OR INTERFERE WITH FIRE OR POLICE	GUILTY	N	25
3/11/2023	TRESPASS TO PRIVATE PROPERTY	GUILTY	Y	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	35	
Were all offenses listed on the application?	N20	
TOTAL DEMERIT POINTS 55		

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION		
X	GRANT, Subject to 55 Demerit Points	
	DENY, based on material police record (substantially related to the license activity)	
DEFER or GRANT, subject to Non-Renewal Revocation due to False Application		



#### **BARTENDER (OPERATOR)**

CLK217 (rev. 1/20)

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

Fee: \$ 100.00

New □ Renewal

Expires: June 30, 2025

OFFICE USE ONLY DATE FILED: INITIALS: Me MUNI FINES DUE: Yes Provisional Issued: Yes Beverage Course Completed □ HOLD for Beverage Course ADVERSE: Yes No

LP: CC:

Last Name:

(NOTE: Name Must Appear Exactly As It Appears On Driver's License Or State ID)

Driver's License or State ID Number: W/

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 <a href="https://www.revenue.wi.gov/Pages/Training/alcSellerServer.aspx">https://www.revenue.wi.gov/Pages/Training/alcSellerServer.aspx</a> 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. 4 Yes

Bartender (Operator), Page 1

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

Last Name	First	Name <b>Cont</b>	мі
RECORD CHECK: Visit <a href="http://www.lf">http://www.lf</a> you have doubt as to whether to in If you are unsure, check with the clean	clude certain information it	is recommended that you de	0.
Have you <u>ever</u> received any <u>ticl</u> misdemeanors or felonies in a pending charges.) Example:  CHARGE	cets or been charged with	any traffic violations, or	dinance violations, e, Date, Result (Include
All listed phases and 5			
2. Have you ever had your driver's If yes, provide: Charge, State, D	s license suspended or r		es □No
CHA		STATE	DATE
Tractic (Privily o	m suspened p	laties WI	N/A
Have you <u>ever</u> served or been s     If yes, provide: Charge, State, D		jail or prison in any state	? ☐Yes ☐Wo
CHA		STATE	DATE
Have you <u>ever</u> , while operating unfair trade practices, unethical If yes, provide: Charge, State, D	conduct, or discrimination late, Result (Include pend	in any state? ☐Yes ☑No ling charges.)	)
CHARGE	STAT	E DATE	RESULT
<ul> <li>5. List the name and address of all the past five (5) years:</li> <li>6. Have you lived at your current h If no, please list all addresses w</li> </ul>	ome address for the past	$\frac{1}{2} \frac{1}{2} \frac{1}$	ployed
READ CAREFULLY BEFORE Shave read and answered each ato do so.	SIGNING: I hereby certify	that I am the applicant na	
Applicant Signature	Date		
Applicant Signature	Bartender (Operator), Page :	If you need to complete the https://www.revenue.w	e Responsible Beverage Server Course, visit: i.gov/Pages/Training/alcSellerServer.aspx ist of acceptable courses.

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

**Police Record Report** 

APPLICANT INFORMATION						
Date of Application	Name of Applicant	Address of Applicant	Driver's License Status			
2/12/2024	Kimberly Schultz	6542 49th Avenue	Valid			
License Number	New or Renewal	Business (where license is to be used)	Business Address			
	N	Waterfront Warehouse	3322 Sheridan Road			

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
6/5/2019	OPERATING WITHOUT DRIVER LICENSE - IL	GUILTY	N	5

CITY ATTORNEY'S RECOMMENDATION				
Offense Demerit Points	5			
Were all offenses listed on the application?	N20			
TOTAL DEMERIT POINTS	25			

CITY ATTORNEY'S COMMENTS

	FINAL RECOMMENDATION				
X	GRANT, Subject to 25 Demerit Points				
	DENY, based on material police record (substantially related to the license activity)				
	DEFER or GRANT, subject to Non-Renewal Revocation due to False Application				



#### BARTENDER (OPERATOR)

CLK217 (rev. 1/20)

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

Fee: \$ 100.00

□ New □ Renewal

Expires: June 30, \_2025

OFFICE USE ONLY
DATE FILED:
INITIALS:
LICENSE #:
MUNI FINES DUE: Yes No
Provisional Issued: Yes No  Beverage Course Completed HOLD for Beverage Course
ADVERSE: Yes No
I.P. CC:

LETTER:

Last Name: Schultz (NOTE: Name Mu	First Name: Kimbe	nse Or State ID)	MI: <u>Д</u> рр
Date of Birth: Driver's L	icense or State ID Number: \( \frac{\frac{1}{\chi}}{\chi} \) STATE	N	UMBER
Home Address: 6542 49 <sup>†n</sup> /	ave kenosha	STATE	53142 ZIP
Phone: 630-390-8984 Email	: Kimberly ann 826 (	pondende Will Be Sent Via E	γι mail)
City of Kenosha Business Where License Wi	11 Be Used: Water from	wave house	□ 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.
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I have read and understand the above statements. 

Yes

Bartender (Operator), Page 1

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

RECORD CHECK: Visit <a href="http://www.kenoshajs.org/public-records/">http://www.kenoshajs.org/public-records/</a> 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.

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perialing energee.		Theft	Florida	5/22/2014	Dismissed		
		Speeding	Wisconsin	2/10/2016	Paid Fine		
		DUI	Wisconsin	2/10/2016	Pending		
CHAF	RGE		STATE		DATE		RESULT
Speeding	1774-19431		wi	3	12023	ticke	+ and fine
lave you <u>ever</u> had y	our debroo	la liaanaa a	anandad ar w	avakad in an	waters Tolk	оо Пмо	
			suspended or re	evokeu <u>in an</u>	y state? Lerr	es 🗆 NO	
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		RGE			STATE		DATE
Speeding	expir	ed lic	ense		C L	81	2018
	, ,						
Have you <u>ever</u> serve			o serve time in j	jail or <mark>priso</mark> n	in any state	? ∐Yes [ऽ	<b>⊉No</b>
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List the name and a he past five (5) yea how zon for how the past five at you fine, please list all a 2004 415th St. 1756 20th READ CAREFULLY have read and answer odo so.	e operating s, unethica rge, State, I rege ddress of a rars:	a business I conduct, o Date, Result II employers II empl	s for which you have resided at in hereby certify question truly, co	in any state? ing charges.)  E  nave worked  N KONOSY  (5) five years the past (5) to 3 56+7  14 u 3 304 that I am the	DATE  and/or busing	esses you  No  Sha W  Villa  med in this	RESULT  have operated in  Euvtevant with the sapplication, and I
List the name and a he past five (5) year HONIZON HOME and a large from the past five (45 m strong from please list all a 2004 45 m strong READ CAREFULLY have read and answeread and an	e operating s, unethica rge, State, I rege ddress of a rars:	a business I conduct, o Date, Result II employers II empl	s for which you have resided at in the control of t	in any state? ing charges.)  E  nave worked  N KOMOSV  QX PLOVE  (5) five years the past (5) to 3 56+ that I am the orrectly, and co	been convicted been convicted by the parts and/or busing the parts:  The part of the parts	esses you  No  Sha W  VINA  med in this	RESULT  have operated in  Norteward with the sapplication, and I ty of law for failure
List the name and a he past five (5) yea how zon for how the past five at you fine, please list all a 2004 45th St. CAREFULLY have read and answer odo so.	e operating s, unethica rge, State, I rege ddress of a rars:	a business I conduct, o Date, Resulting II employers and some address which you have not have	s for which you have resided at in hereby certify question truly, co	in any state? ing charges.)  E  nave worked  N KOMOSV  QX PLOVE  (5) five years  the past (5)  14 W TAY  that I am the prrectly, and controlly, and controlly.	been convicted been convicted by Yes And or busing the complete the complete the lower revenue. Williams and the lower revenu	esses you  No  Sha w  VINA  med in this nder penal	RESULT  have operated in  OVEREDIT  Sure of the sure o

# march 1

Form AT-106

## CC Feb 12 CC Feb 2-1 Original Alcohol Beverage License Application

FOR CLERKS ONLY	
Municipality Kenosha	
License Period	

License(s) Requested			
☐ Class "A" Beer \$ ☐	"Class A" Liquor \$	License Fees	\$
☑ Class "B" Beer \$ ☑	/ "Class B" Liquor \$	Publication Fee	\$
☐ "Class C" Wine \$ ☐	"Class A" Liquor (Cider Only) \$	Background Check	\$
Reserve "Class B" Liquor \$	"Class B" (Wine Only) Winery \$	Total Fees	\$
Part A: Premises/Business Information			
1. Legal Business Name (registered entity name or Phakhao THai –  2. Trade Name or DBA	- Lao Restaurant	LLC.	-
2. Trade Name of DBA  6316 52 nd StreeT  3. Premises Address	Phakhao THAI-L	AO RESTAUR	RanT
6316 52 nd STREET.  4. County  Kenosha	5. UIT#A Kenosha, w 5. Municipality Kenosha	6. Aldermanic District	
7. Mailing Address (if different from premises addre	iss)	76	
8. FEIN 99-067753	9. Wisconsin Seller's Permit Number		
10. Premises Phone 262-744-5245 12. Entity Type (check one)	11. Premises Email KV2025	@gmail.	Lam
☐ Sole Proprietor ☐ Partnership			profit Organization
<ol> <li>Premises Description - Describe the build including living quarters, if used, for the beverages may be sold and stored ONLY</li> </ol>	ling or buildings where alcohol beverages a sales, service, consumption, and/or storage on the premises described in this application	of alcohol beverages	and records. Alcohol
Back Room			
Part B: Questions			
Have the partners, agent, or sole proprietor	r satisfied the responsible beverage server tr	raining requirement for	
this license period? Submit a copy of Resp	consible Beverage Server Training Course C	Certificate	Yes No
Does the applicant business or its partners indirect interest in any alcohol beverage wlif yes, please explain using the space belo	nolesaler or producer (e.g., brewer, brewpub	agent hold a direct or , winery, distillery)?	Yes 🗌 No

Part C: For Corporate/LLC Applica	ants Only							
1. State of Registration					2. Date of Reg	gistration		
WISCONSIN					1-11-	202	4	
Is the applicant business owned by and parent company below, include parent company's principal members, manager	company mem	bers in Par	rt D, and atta	ach Form A	Γ-103 for all of th	ne paren	nt	No
Name of Parent Company			FEIN of Pare	ent Company				
Does the parent company or any of its interest in any other alcohol beverage If yes, please explain using the space	wholesaler or	producer (	e.g., brewer	, brewpub,			ct Yes	Mo
5. Agent's Last Name  VONGSA		Agent's Fir	st Name GNA	V			Phone <b>262-74</b>	4-524
Part D: Individual Information								
A Supplemental Questionnaire, Form AT-103, n any parent company as indicated in Part C. Pe or nonprofit organization, all partners of a partr	rsons in the app	licant busine	ss include: sc	le proprietor,	all officers, direct	ors, and	applicant bus agent of a co	iness and orporation
List the full name, title, and phone number	for each perso	n below. At	tach additio	nal sheets it	necessary.			
Last Name	First Name			Title			Phone	
VONGSA	GNAN	(		MA	VAGER		262.744	1-5245
Sang vien SISOUVONG VONGSA	Sisou	ang V	ten.	Par	VAGER TNER TNER			
VONESA	Kha	mcho	rnh.	Par	Iner			
Part E: Attestation								
Who must sign this application?								
sole proprietor     one general part	tner of a partne	ership	• one corpo	orate officer	• one ma	naging i	member of	an LLC
READ CAREFULLY BEFORE SIGNING: Un that I am acting solely on behalf of the applic that the rights and responsibilities conferred this business according to the law, including lack of access to any portion of a licensed pre and grounds for revocation of this license. I state law. I further understand that I may be any person who knowingly provides material	cant business ar by the license(s but not limited to emises during in understand that prosecuted for s	nd not on bel s), if granted o, purchasing spection will any license ubmitting fal	half of any ot	ner individua assigned to a erages from s a refusal to al ary to Wis. St s and affidav	I or entity seeking another individual state authorized w low inspection. So at. Chapter 125 s its in connection	g the licer or entity wholesale uch refus shall be v with this	nse. Further,  I agree to  ers. I underst  sal is a misde  void under pe  application,	I agree operate and that emeanor enalty of and that
Signature				Date	1-			
Name (Last, First, M.I.)				1/16	12024			
Vongsa anan								
Title	Er	mail				Phone		
Manager		KV20	25 W	g ma	iheam		744-5	245
Part F: For Clerk Use Only								
Date application was filed with clerk	Date reported	d to governin	g body		Date provisional lic	cense iss	ued (if applic	able)
Date license granted	License num	ber		C	Date license issue	d		
Signature of Clerk/Deputy Clerk	L							

Date		

#### Form . AT-103

## **Alcohol Beverage License Application Supplemental Questionnaire**

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

· sole proprietor

- · all officers, directors, and agent of a corporation or nonprofit organization
- · all partners of a partnership
- · managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until	all required Supplementa	l Questionnaires are submitted.		
Part A: Premises/Business Information				
Registered Entity Name (or individual name if sole proprietor)				
Phakhao Thai-Lag Restaurant LLC.				
2. Trade Name or DBA				
Phakhao THai-Lao ResTau	Rant.			
3. Entity Type (check one)				
Sole Proprietor Partnership  Limited Liability	y Company Corp	oration Nonprofit Organization		
Part B: Individual Information		The state of t		
1. Name (Last, First, M.I.)				
Vongsa Gnan.  2. Relationship to Registered Entity (Title)  3. Email		I. Di		
	amail 1	4. Phone 262 - 744 - 5245		
Manager KV2025	agmail.com	262 147 0273		
6. City Mount Pleasant	7. State 8. Zip Code	9 Date of Birth		
MOTINT Pleasant	WI 53403	2		
10. Drivers License/State ID Number	11. Drivers Lice	nse/State ID State or issuance		
	WISCO	7810.		
Part C: Address History				
List in chronological order your last two residence addresses within	the last 5 years.			
Previous Address 1				
1117 OREGON STREET		9		
Previous City, State, Zip	100	Dates (MM/YYYY - MM/YYYY)		
Racine, W1 53405		11/2020 - 11/2021		
Previous Address 2 4421 Meachem Rd.				
Previous City, State, Zip		Dates (MM/YYYY - MM/YYYY)		
MT. Pleasant, W153403-		05/2014 - 11/2021		
11/20san1, W/334032		05/2014 - 11/2021		
Part D: Employment History				
List in chronological order your last two employers within the last 5	years.			
Employer's Name Nail Love LUV	▼78 SECRET			
Employer's Address 5509 Du Rand Ave. MT. Pleasan)		Dates Employed (MM/YYYY - MM/YYYY)  4/2018 - XOLO		
Employer's Name Self employed (youtube) -		eTirement		
Employer's Address		Dates Employed (MM/YYYY - MM/YYYY) 2020 — 2024		

Part E: Criminal History				
Have you ever been convicted of any offenses (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances?			No	
If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.				
Law/Ordinance Violated		Trial Date	<u> </u>	
Penalty Imposed	Was senten	ce completed?	Yes	₩ No
Law/Ordinance Violated		Trial Date		
Penalty Imposed  Was sentence completed? Yes			No	
Are charges for any offenses currently pending against you (other than traffic beverages) for violation of any federal, Wisconsin, or another state's laws or ordinances?  If yes to question 2, describe nature and status of pending charges using the sheets as needed.	any county or	municipal	☐ Yes	No
Part F: Questions  1. Have you lived in any state other than Wisconsin as an adult? If yes, please list them in the space below.  If no, continue to question 2				
2. How long have you continuously lived in Wisconsin prior to the date of applications	ation?	Years 10	Months	
3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or brewpub, winery, distillery)? If yes, please explain using the space below. Atta	producer (e.gach additional	g. brewer, sheets as needed.	☐ Yes	M No
Part G: Attestation				
<b>READ CAREFULLY BEFORE SIGNING:</b> I understand that any license issurunder penalty of state law. I further understand that I may be prosecuted for subwith this application, and that any person who knowingly provides materially for forfeit not more than \$1,000 if convicted.	omitting false	statements and affida	vits in con	nection
Signature Abs-Verifle	200 11 200	Date 1/16/24	100	
			<u> </u>	

## Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

Submit to municipal cierk.
All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.
Town
To the governing body of: ☐ Village of KENOSHA County of Kenosha.
The undersigned duly authorized officer/member/manager of Phakhao Thai Lao Restaurant LL (Registered Name of Corporation / Organization or Limited Liability Company)
a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as
Phakhao THAI-LOO RESTAURANT
located at 6316 52 29 ST. Kenosha, WI 531404
appoints — GNAN VONGSA (Name of Appointed Apent)
appoints
to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?
Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
I Beet court a big at a complete of the comple
Is applicant agent subject to completion of the responsible beverage server training course? VYes No
How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin?/O
Place of residence last year WIS CONSIN
For: Phakhad THAI-LAO RESTAURANT
(Name of Corporation / Organization / Limited Liability Company)  By:
By:  (Signature of Officer Member / Manager)
Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.
ACCEPTANCE BY AGENT
I, GNAN VONGSA , hereby accept this appointment as agent for the (Print / Type Agent's Name)
corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.
Howeyse 1/16/24 Agent's age  Wisignature of Agent)  Wisignature of Agent)  Wisher Sage  Wisher S
APPROVAL OF AGENT BY MUNICIPAL AUTHORITY  (Clerk cannot sign on behalf of Municipal Official)
I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.
Approved on by Title

AT-104 (R. 4-18)



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

Last Name: VONGSA (NOTE: Name Mu:	First Name:	GNAN Driver's License Or Sta	MI:
Home Address: <u>4327 CanTes</u>		-12	Wr 5340
	Oriver's License #:/	-	STATE ZIP
License Applied For: Beer &			5,500,500,500
PLEASE NOTE: You may purchase a cop Safety Building, 1000-55th St. Additionally, Note: You must write your tickets, charges  1. Have you <u>ever</u> received any tickets If yes, provide: Charge, State, Date (Examples: Speeding, WI, 5/8/20	check the WI Circuit Court A , citations, or offenses on the or been charged with any , Result (Include pending	crimes or felonie charges.)	tain your circuit court records attach copies of records. es in any state? □ Yes
CHARGE	STATE	DATE	RESULT
	.1		
<ol> <li>Have you <u>ever</u> had your <b>driver's lic</b></li> <li>If yes, provide: Charge, State, Date</li> </ol>	ense suspended or revo	ked in any state?	□ Yes ≱No
	ense suspended or revo	ked in any state?	□ Yes ≱No
If yes, provide: Charge, State, Date		ked in any state?	

Applicant's Report - Police Record, Page 1

CHARGE	STATE		DATE
Have you <u>ever</u> , while operating a involving unfair trade practices, ur If yes, provide: Charge, State, Date	nethical conduct, or discrimin	ation <u>in any state</u> ? □	
CHARGE	STATE	DATE	RESULT
List the name and address of all e in the past five (5) years:  WALL LUV Self	17 (5)	Retirer	
			/
i. Have you lived at your current hor If no, please list all addresses whin 4421 Meachem Rd. MT WI 53405; 4327	ch you have resided at in the	past (5) five years:	
	ch you have resided at in the Pleasant WI 53405 Canterbury Ln. I that if any of the information cified in 1.22 of the Code of Code	past (5) five years: 11.7 OFF 11.7 Pleasan7 provided is false, ar	gon ST. Racine WC53403 → Mo  nd/or incomplete, you may

#### 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

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



#### RESPONSIBLE ALCOHOL BEVERAGE SERVER TRAINING COURSE CLKSTC (rev. 08/17)

Before a Beer/Liquor, Wine, or Operator's (Bartender's) license will be issued, the applicant:

- Individual
- Both Partners
- · Agents of Corporations

Must complete a responsible alcohol beverage server training course in Wisconsin.

Approved courses include T.I.P.S., C.A.R.E., www.learntoserve.com, Wisconsin National Restaurant Association, the Professional Bartending School of Wisconsin, or a Wisconsin vocational, technical, and adult education facility.

Exemptions: Within the past two years, applicants who have held a retail alcohol beverage license or an operator's (bartender's) license or completed a responsible beverage server training course in Wisconsin.

The undersigned applicant(s)/agent has/have read and understood the above information regarding the responsible alcohol beverage server course requirement.

Individual Partner/Member Signature

Date

1/16/24

Partner/Member Signature

Date

FOR OFFICE USE ONLY

Check One:

Must complete alcohol beverage course server training course.

- Proof of completion of a responsible alcohol beverage server training course in Wisonsin during the past two years is attached.
- □ Proof of holding a beer/liquor license or an operator's (bartender's) license in Wisconsin within the part two years is attached.

Clerk Signature

Oate

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



#### STATEMENT OF ECONOMIC IMPACT FOR CLASS B BEER AND/OR CLASS B LIQUOR LICENSE **CLKSEI** (rev. 11/17)

CHECK ALL THAT APPLY:
CLASS B BEER CLASS B LIQUOR CLASS A BEER CLASS A LIQUOR
1. Licensee Name: Phakhao THAI - LAO RESTAURANT LLC.  CORPORATION, PARTNERSHIP, OR INDIVIDUAL
2. Trade Name: Phakhao Thai - Lao Restaurant
3. Property Owner & Address: Springbrook, LLC i. 600 52 nd ST — S+R 333  If applicant is not owner, does applicant have a lease agreement with the owner? **Yes D** No (Note: Proof Of Property Ownership Or Proof Of An Executed Lease Must Be Provided To The City Clerk Before The License Will Be Issued.)
4. Square footage of building: 1567 Assessed value of property: 891, 200.
5. Estimated number of full time employees: part time employees:
6. Assessed value of personal property (FURNITURE, FIXTURES, EQUIPMENT TO BE USED IN THE BUSINESS):
<ol> <li>Gross Monthly Revenue – According to Section 10.03, applicants must come within 70% of the estimate of gross monthly revenue for alcohol beverages after one full license term or the license may be subject to revocation.</li> </ol>
FOR EACH PRODUCT, PROVIDE GROSS MONTHLY REVENUE AND BASIS FOR ESTIMATES:
a) ALCOHOLIC BEVERAGES: 45000
b) FOOD: 510, 000
c) OTHER (SPECIFY):
d) TOTAL GROSS MONTHLY REVENUE: \$15,000
I hereby certify that the information above is true, correct and complete in all materiel respects.
Phakhas Thai - LAO ResTaurant LLC. Corporation Name
Individual Partner (Mamber Signature Data
Individual/Partner/Member Signature Date  1/16/24  Partner/Member Signature Date

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



OFFICE USE ONLY
WI SELLER'S PERMIT:
PAYMENT RECEIPT:

#### AGREEMENT - WISCONSIN SELLER'S PERMIT **CLKWSP** (rev. 11/17)

	Licensee: Phakhao Thai-Lao Restaurant License Type: Class B Liquer B Bee CORPORATION, PARTNERSHIP, OR INDIVIDUAL
	Name of Licensed Premises: Phakhao Thai- Lao ResTaupant
	Address of Licensed Premises: 6316 52 nd STREET, Kenosha W153144
	WHEREAS, the above applicant was granted the above license by the Common Council of the City of Kenosha, Wisconsin on the day of,, subject to obtaining a Wisconsin Seller's Permit, and
	WHEREAS, applicant had applied for such permit to the Wisconsin Department of Revenue, but said permit will not be acted upon for four to six weeks, and
	WHEREAS, the Wisconsin Department of Revenue does not object to applicant conducting the above business while the application is pending, and applicant desires to commence operating said business as soon as possible.
	WITNESSETH
	NOW THEREOF, the undersigned applicant, in consideration of being issued the above license by the City Clerk, and upon meeting other conditions of license approval, does herein and hereby agree that should the Wisconsin Department of Revenue deny the application for a Wisconsin Seller's Permit, that applicant's license, above described, is null and void, without any requirement for notice of hearing respecting revocation/non-renewal, and that this document constitutes a written surrender of said license.
4	Individual/Partner/Member Signature Date  1/16/24  1/16/24
	Partner/Member Signature Date

(Note: All persons who signed the license application must sign this agreement. Copy of Wisconsin Seller's Permit application and receipt of permit fee payment must be attached.)



# AFFIDAVIT – DELINQUENT BILLS CLKAFF (rev. 11/17)

1, Frankie No	: Vino & P.	724, K, LlC, bein	g duly sworn, on oa	ith, do hereby	affirm that, as of
the	day of	January		<b>∳</b> , i do	not owe any bills
for the purchase of ir	ntoxicating lique	ors which are more than	thirty (30) days old,	nor, do I owe	any bills for the
purchase of fermente	ed malt beverag	ges which are more than	fifteen (15) days ol	ld, nor, do I ow	e any Personal
Property tax to the Co	2	1-16-24	/		
Partner/Member Sig	nature	Date			
		me this	day of <u>Jan</u>	vary	, 2024
Notaty Public		ifer Baker /14/2026	_ [	Notar	ER BAKER y Public Wisconsin



# CONDITIONAL LICENSE SURRENDER CLKCLS (rev. 11/17)

Licensee: Frankie Dis Vin & Fizzwia LLC  CORPORATION, PARTNERSHIP, OR INDIVIDUAL
Trade Name: Frankie D's Vino & P. 222via
Trade Address: 6316 52 St Kooch 4+ 53/44  Frankie Ds 1/w & Parkie LLC being first duly sworn on oath, says  CORPORATION, PARTNERSHIP, OR INDIVIDUAL
that he/she is the holder of the following license(s) (check all that apply) issued by the City of Kenosha, WI:
✓ Class B Liquor ✓ Class B Beer (Fermented Malt Beverage) □ Class A Liquor □ Class A Liquor – Cider Only □ Class A Beer (Fermented Malt Beverage) □ Class C Wine
Affiant will surrender said license #(s) 240103 to the City Clerk.
This affidavit is made to inform the City Council that the affiant hereby intends not to apply for said license(s) for the ensuing year, and to propose to the said Council that said license(s) be granted to:
Affiant will surrender said license(s) # 240103, to the City Clerk provided that a license is granted to, the person herein designated.
Said license will be surrendered as of the date the license is granted to the person designated herein unless otherwise designated. Surrender is effective:  2-20-24  Individual/Pertner/Member Signature  Date  Date
Subscribed and sworn to before me this day of 111 feb. DWAM, 2024.  Notary Public,  My Commission Expires: 18 27 27  Public
WARNING: Up to \$1000.00 penalty, 3 years in jail, or both for submitting false statements and affidavits, State Statutes Chapter 946.32.

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

#### **Mount Pleasant Police Department**

8811 Campus Dr Mt Pleasant, WI 53406 Phone 262-884-0454 | Fax 262-664-7901 Chief of Police Matthew Soens



January 3rd, 2024

To Whom It May Concern:

RE: Gnan Vongsa

4327 Canterbury Ln

Mount Pleasant, WI 53403

The above person, Gnan Vongsa, has no criminal arrests or convictions with the Village of Mount Pleasant Police Department.

Sincerely,

Matthew Soens Chief of Police

State of Wisconsin

County of Racine

Subscribed & Sworn to before me this

410 day of January, 2024

Notary Public, State of Wisconsin

My commission expires 03-29-2021

LP ITEM 3 Common Council Agenda Item C.2.

#### **BUSINESS PLAN**

Phakhao Thai-Lao Restaurant LLC.

Wisconsin, USA

January 21, 2024

Page 1 of 6

#### **Executive Summary**

#### The Company

We are executive team will share our 15 years of experience in restaurant business, will open Phakhao Thai-Lao restaurant in Kenosha areas, will serve Lunch and Diner with a authentic Thai-Lao food.

#### The Ownership

The Company will be structured as a limited liability company (L.L.C.).

#### The Management

The Company will be managed by Gnan Vongsa. The board of directors will oversee the conduct of the business and supervise management.

#### The Goals and Objectives

Phakhao Thai-Lao Restaurant welcome families and friends to enjoy delicious Thai-Lao foods.

#### The Services

Prepared and cooked to make a foods thai and Laotian taste for ready to serve for customers.

#### **Pricing Strategy**

The Company will use an economy pricing strategy.

#### Capital Requirements

The Members' initial investment is valued at \$50,000.00.

#### Business Plan - Phakhao Thai-Lao Restaurant LLC.

#### The Company

**Business Sector** 

The Members would like to start a business in the food and accommodation services sector.

Company Background

We are executive team will share our 15 years of experience in restaurant business, will open Phakhao Thai-Lao restaurant in Kenosha areas, will serve Lunch and Diner with a authentic Thai-Lao food.

Company Goals and Objectives

Phakhao Thai-Lao Restaurant welcome families and friends to enjoy delicious Thai-Lao foods.

Company Ownership Structure

The Company will be structured as a limited liability company (L.L.C.).

Start...

## **Management Team**

we are executive team will share with experience in our business restaurant and bar, at 6316 52nd street kenosha, WI 53144.



Gnan Vongsa, Manager 15 years of Restaurant & night club experience.



Norra Sisouvong, 15 years of Business experience.



Chanh Vongsa, Chef 15 years of restaurant experience.

#### Ownership Background

- Member: Gnan Vongsa

Experience and training: Alcohol Beverages trained and, food serve safe Certified. 15 years of restaurant experienced.

Member: Sangvien Sisouvong

Experience and training: 10 years of Business experienced.

- Member: Khamchanh Vongsa

Experience and training: 10 years of Chef in restaurant business.

Company Management Structure

The Company will be managed by Gnan Vongsa. The board of directors will oversee the conduct of the business and supervise management.

Company Assets

The Company has the following assets:

- Equipment, with an estimated value of \$35,000.00.

#### The Services

The Services

Prepared and cooked to make a foods that and Laotian taste for ready to serve for customers.

Phakhao Thai-Lao Restaurant LLC. and business licenses.
Future Services
Will serve Alcohol beverages in the restaurant.
Marketing Plan
Pricing
The Company will use an economy pricing strategy.
Advertising
The Company will promote the business through:
Online channels (website, Google ads, etc.);
- Email marketing (newsletters, brand story, etc.);
- Social media;
- Print (magazines, flyers, etc.); and
- Other:

Proprietary Rights

#### **Operations**

Daily Operations

All employees report to the store an hour before opening from 10:30 am to 10:30pm, Monday to Sunday (Tuesday Close).

Operational Facilities

Our restaurant space total 1567 sq. foot. located at 6316 52nd Street Kenosha, Wisconsin.

Staffing

The Company will employ one full-time employee in the initial startup phase.

#### **Financials**

Capital Requirements

The Members' initial investment is valued at \$50,000.00.

-

From: Michael Callovi < mcallovi@kenosha.org >

Date: Tue, Jan 23, 2024 at 10:40 AM

Subject: Fwd: Class "B" Beer/"Class B" Liquor License Application - Phakhao Thai-Lao Restaurant LLC

To: Wilke, Brian < bwilke@kenosha.org >

Please find attached the maps for Phakhao Thai-Lao Restaurant. There are no churches, schools or hospitals within 300 feet of the proposed premises.

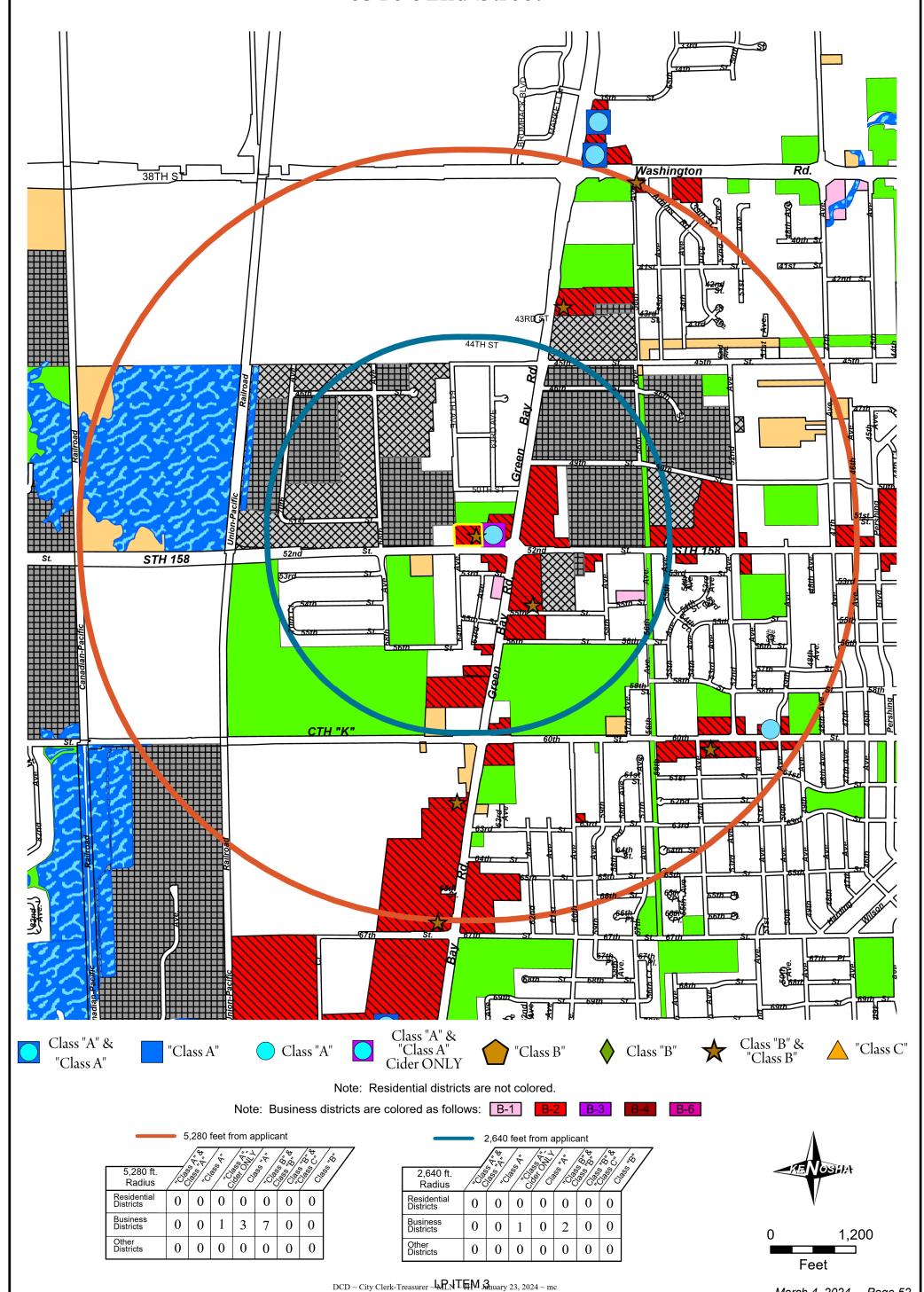
If there is anything else, please let me know.



04\_6316-52ndStreet.pdf

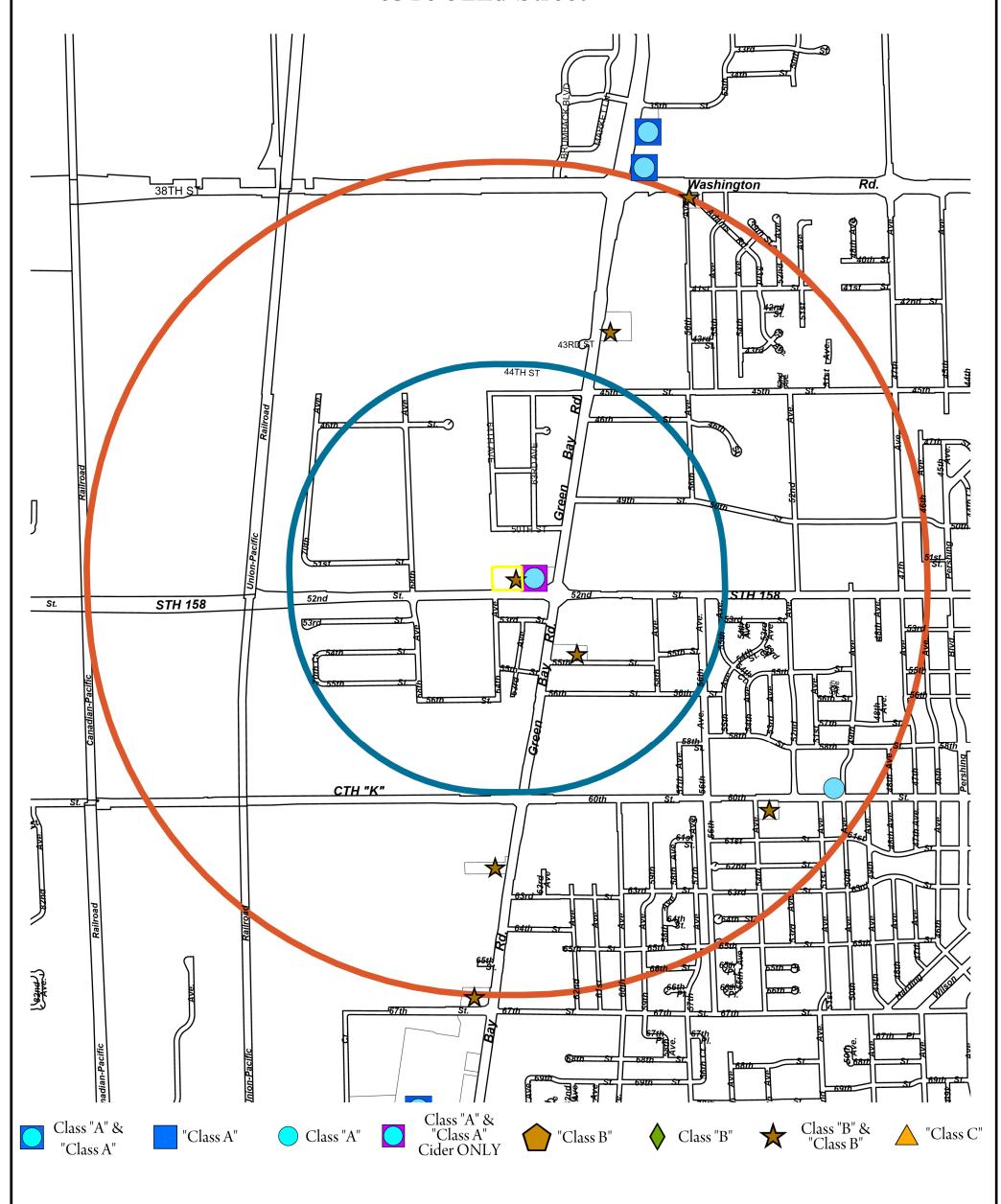
-Mike

# Class "B" Beer/"Class B" Liquor application 6316 52nd Street



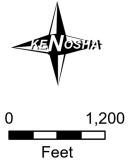
Common Council Agenda Item C.2.

# Class "B" Beer/"Class B" Liquor application 6316 52nd Street



5,280 feet from applicant								
5,280 ft. Radius	100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$			\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		is
Residential Districts	0	0	0	0	0	0	0	
Business Districts	0	0	1	3	7	0	0	
Other Districts	0	0	0	0	0	0	0	

		2,640	feet f	rom a	applic	ant		
2,640 ft. Radius	100		A 10			\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	# # # 59/5	\\ \tilde{\x} \\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Residential Districts	0	0	0	0	0	0	0	
Business Districts	0	0	1	0	2	0	0	
Other Districts	0	0	0	0	0	0	0	



· Lt Feb 26 CC Mary		
ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION	Applicant's WI Seller's Permit No.: FEIN Number:	
Submit to municipal clerk.		12-1882
	LICENSE REQUESTED	value o
For the license period beginning ending and so the sound of the sound	TYPE Stass A beer \$	FEE
ending 40 to 20 20		33
☐ Town of 】	A	<del>)</del>
TO THE GOVERNING BODY of the: Utiliage of	Class A liquor \$	
☑ City of	Class B liquor \$	
County of Kenosha Aldermanic Dist. No. 2 (if required by ordinance)	Reserve Class B liquor \$	
	☐ Class B (wine only) winery \$	
1. The named   INDIVIDUAL   PARTNERSHIP   LIMITED LIABILITY COMPANY	Publication fee \$ 2	3
☐ CORPORATION/NONPROFIT ORGANIZATION	TOTAL FEE \$ 45	000 56
hereby makes application for the alcohol beverage license(s) checked above.		,
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give reg	gistered name): The Rower	ruc.
President/Member	and by each member/manager and agen ne Address Post Office & ととない ユンシャインE S3い	t of a limited Zip Code
Secretary/Member		
Treasurer/Member		
> Agent MARKTON BROWSTOR		
Directors/Managers	- 2 2 2/18-50	22 4
3. Trade Name This Router Business	Phone Number 2Let 148 32	.20
	ce & Zip Code >	
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsibility company subject to compa	consible beverage server	s 🗌 No
training course for this license period?		s 🔀 No
<ol> <li>Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicants</li> <li>Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control</li> </ol>		
8. (a) Corporate/limited liability company applicants only: Insert state and da	ate 11(D123) of registration	5 7.110
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company as subsidiary of any other corporation or limited liability company as subsidiary of any other corporation or limited liability company as subsidiary of any other corporation or limited liability company as subsidiary of any other corporation or limited liability company as subsidiary of any other corporation or limited liability company as subsidiary of any other corporation or limited liability company as subsidiary of any other corporation or limited liability company as subsidiary of any other corporation or limited liability company as subsidiary of any other corporation or limited liability company as subsidiary of any other corporation or limited liability company as subsidiary of any other corporation or limited liability company as subsidiary of any other corporation or limited liability company as subsidiary of any other corporation or limited liability company as subsidiary of any other corporation or limited liability company as subsidiary of any other corporation or limited liability company as subsidiary or liability company as sub		s 🖈 No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or a		
agent hold any interest in any other alcohol beverage license or permit in Wisconsin?		s No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 a		
Premises description: Describe building or buildings where alcohol beverages are to be sold and store		
all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohomay be sold and stored only on the premises described.)	nol beverages and records. (Alcohol bevera	ges STURME
10. Legal description (omit if street address is given above):		
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?	∐ Ye	s No
(b) If yes, under what name was license issued?		-
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]		s 🗌 No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit?	».h	
[phone (608) 266-2776]		s No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin whole		
READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above q edge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/m access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refus SUBSCRIBED AND SWORN TO BEFORE ME	conferred by the license(s), if granted, will not nanagers of Limited Liability Companies must sign	be assigned to gn.) Any lack of
	al Breuster	
(Officer of Corporation	/Member/Manager of Limited Liability Company/Pa	rtner/Individual)
My commission expires	ation/Member/Manager of Limited Liability Compai	
	ner(s)/Member/Manager of Limited Liability Compa	ny If Any)
TO BE COMPLETED BY CLERK  Date received and filed// Date reported to council/board	Signature of Clerk / Deputy Clerk	
Date received and filed with municipal clerk  Date license granted  Date reported to council/board  Date provisional license issued  License number issued	Signature of Clerk / Deputy Clerk	
	Milla Aleser	

LP ITEM 4
Common Council Agenda Item C.3.

March 4, 2024 Page 54

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Г								- Indian
Submit to municipal clerk.	DRIVER'S L	ICENSE: #					_ STATE: 🔽	11
Individual's Full Name (please print)	(last name)		(first name)			(middle na	50	
BREWSTER			TRKM		ک	s Aco		
Home Address (street/route)		Post Office		City		State	Zip Code	
	AVE			Kensa	t A	MI	53142	2
Home Phone Number				Date of Birth		Place of E		
EMAIL: EVENTS OT	THERON	meema	4			CHU	ca60	
The above named individual	provides the foll	owing information	as a perso	n who is (check o	ne):			
Applying for an alcohol b	•							
A member of a partners	<b>hip</b> which is ma	king application fo	or an alcoho	ol beverage licens	se.			
UNICHTA PARTE (Officer/Director/Men	PEWSTE	OFFICEZ/M	HE (Nan	e of Corporation, Limited	LLC d Liability Company	y or Nonprof	it Organization)	
which is making applicat	ion for an alcoh	ol beverage licens	se.	MOELU				
The above named individual	provides the foll	owing information	to the licer	nsing authority:				
1. How long have you contin	•				mes		=	
2. Have you ever been conv	100 M	*5			975 975			
violation of any federal lav	S 75	30 (2)	250			- 52	□ Vas	N NIa
or municipality?							Yes	X No
status of charges pending				Development of the second seco	aato, accomp	don and		
3. Are charges for any offen	10 10 10 10 10 10 10 10 10 10 10 10 10 1	15: 16					)	
for violation of any federa municipality?	22.0	50 (1974)				50	\( \text{Yes}	X No
If yes, describe status of							🗀 103	7
4. Do you hold, are you mak	king application	for or are you an o						
organization or member/n								
beverage license or perm If yes, identify.	it?						Yes	₩No
ii yes, identity.		(Na	ame, Location a	nd Type of License/Pern	nit)			
5. Do you hold and/or are yo							r	
member/manager/agent o								M.
brewery/winery permit or If yes, identify.	wholesale liquo	r, manufacturer or	r rectifier pe	rmit in the State of	of Wisconsin's		Yes	No.
ii yes, identity.	(Name of Wholes	sale Licensee or Permittee	e)		(Address	By City and	( County)	
6. Named individual must lis	40000000000000000000000000000000000000		10.0°C		£ 125.555	_, _,,	35500%	
Employer's Name		loyer's Address 🂢 🔾		PRAME	Employed From		То	
ULINE		575 WW			2-2	1	PREST	en
Employer's Name	C722.003 <b>5</b> 3	The state of the s	NHOSIN		Employed From		To 2 - 2 (	v.
Encorre DE	2112	SSE YORK+	-louse	20	6-2T		2 01	
The undersigned, being first								
the applicant has read and mundersigned further understa								
penalty of state law, the appl								
Subscribed and sworn to bef	ore me							
***************************************								
this day of		_ , 20			7 1	0.	<i>(</i>	
				Hack	ited By	liest	er.	
(Clerk/Nota					Signature	e of Named i	individual)	
My commission expires								
							F Rec	Printed on cycled Paper

AT-103 (R. 8-11)

Wisconsin Department of Revenue



#### APPLICANT'S REPORT- POLICE RECORD

	NAME: MARKITA J. BREWSTER
	ADDRESS: LeLel 35th Ave Genostin, WI 53142
	DATE OF BIRTH:
	DRIVER'S LICENSE #:  (must indicate if this is not a WI DL)
	LICENSE APPLIED FOR: CLASS B BEEC.
spo	eplicant must truly, correctly and completely answer the following questions, or in the alternative, subject themselves to the penalties ecified 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 formation is untrue, incorrect, and/or incomplete it will be denied.
1.	Have you, as an adult, <b>ever</b> been convicted of a major crime (felony) or minor crime (misdemeanor) in Wisconsing or in any other State; or do you have a charge pending at this time? ☐ Yes ☒No  If <b>yes</b> , state: <b>charge</b> , <b>year</b> , <b>result</b>
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 You 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.	or do you have any such citations pending?   Yes No  If yes, state: charge, year, result
	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
	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:  ULINE 12575 LUINE DOLVE DUEAGANT PRIME WI 58158  ENCORE EVENTS 4555 YORKHOUSE RD. WASSWORTH IL LOOURS  PRIGHTSTAR CARE 1125 TRI-STATE PKKY GURNEE, IL 60031
8.	List all addresses at which you have lived in the past five (5) years:  10017 30TH AVE KENOSTIA, WI 53142
PL A. Depresp	pplicant's Signature:
1) pay but 2)	Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the ment 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, 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 e of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was

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

# Responsible Alcohol Beverage Server Training Course

Before a beer/liquor license will be issued, applicants, for example:

- Individual, or
- Both Partners, or
- Agents of Corporations

Must complete a responsible alcohol beverage server training course in Wisconsin.

Approved courses include T.I.P.S., C.A.R.E., Wisconsin National Restaurant Association, the Professional Bartending School of Wisconsin, or a Wisconsin vocational, technical and adult education facility.

Exemptions: Within the past two years, applicants who have held a retail alcohol beverage license or an operator's (bartender) license or completed a responsible beverage server training cours in Wisconsin.

The undersigned applicant(s)/agent has/have read and understood the above information regarding the responsible alcohol beverage server course requirement.

Marketa & Royuter
Individual/Partner/Agent

-			
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$\mathbf{r}$	ar	m	
-	u		$\mathbf{u}$

## FOR OFFICE USE ONLY

$\sim$ 1	
Check	one.
CHUCK	Onc.

Must complete alcohol beverage server training course.

Proof of completion of a responsible alcohol beverage server training course in Wisconsin during the past two years is attached.

Proof of holding a beer/liquor license or an operator's (bartender) license in Wisconsin within the past two years is attached.

Date: 2/13/24

### SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

- 1 "			
Summit	to	municipal	CIOTE
Subilit	w	mumbipai	CICIN

(date)

AT-104 (R. 4-09)

Submit to municipal cierk.
All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.
To the governing body of: Village of KENSHA County of KENSHA
The undersigned duly authorized officer(s)/members/managers of THE ROWAN (c) (registered name of corporation/organization or limited liability company)
a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as
THE ROWAN LLC (trade name)
located at 5721 6 MAVE KENDSHA WI 5314100
appoints HARKITA BREWSTER (name of appointed agent)
(home address of appointed agent)
to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?
Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
Is applicant agent subject to completion of the responsible beverage server training course? No
How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin?
Place of residence last year LOLOIN 35TH AVE KONDERIA, WI 531412
For: THE ROWAN LLC
By: Marketan Reus Cl
(signature of Officer/Member/Manager)
And:(signature of Officer/Member/Manager)
ACCEPTANCE BY AGENT
I, WORTH BREWSTER , hereby accept this appointment as agent for the (print/type agent's name)
corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.
Hekted Reserve 2/13/24 Agent's ag (signature of agent)  Agent's ag
(home address of agent) Date of bir
APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)
I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.
Approved on by Title
Approved on by Title

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

	CLASS "A" BEER (GROCERY STORE, LIQUOR STORE, GAS STATION)	"CLASS A" LIQUOR (GROCERY STORE, LIQUOR STORE, GAS STATION)
X	CLASS "B" BEER (RESTAURANT, BAR)	"CLASS B" LIQUOR (RESTAURANT, BAR)
1.	Applicant Name THE ROWAN LC Business No	ame THE ROWAN -
2.	Property Information: Address 5721 6th AVE	Owner THOMAS BLOCK
	If applicant is not owner, does applicant have a lease agreement wi ownership or proof of an executed lease must be provided to the Ci	th the owner? Yes or No (NOTE; Proof of property ty Clerk before the license will be issued.)
3.	Square footage of building 2700 Assessed	value of property 5230,200
4.	Assessed value of personal property (furniture, fixtures, equipment	to be used in the business) 518,000
5.	If this application is for a "Class A" Liquor license, is-the premises which sales are not permitted? Yes or No or Not Applicable	
6.	Gross Monthly Revenue - According to Section 10.03, applicants m revenue for alcohol beverages after one full license term or the license	
	FOR EACH PRODUCT, PROVIDE GROSS MONTHLY REVEN	UE AND BASIS FOR ESTIMATES:
	BEER = \$4,000 - 9,000	
	LIQUOR MA	
	FOOD \$3,000 - 15,000	
	OTHER (specify)	
	TOTAL GROSS MONTHLY REVENUE \$8,000 - 3	24,000

(OVER)

#### CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT – PAGE TWO

Applicant Name THE ROWAN LUC Business Name THE ROWAN.

Property Information: Address 5721 6TH AVE Owner THOWAS BLOCK
7. Explain how the isquence of this license will benefit the City: ( a. 2 FeCC ) to OF ( DO) To
7. Explain how the issuance of this license will benefit the City: Increase in Revenue And
REPENTION OF LUCIAL REVENUE IN THE CITY, INCREMISE
BEAMFICATION OF DEMINTOWN WITH A BEAMFUL SPACE
8. Explain why the business will have a substantial positive impact upon the surrounding properties:
BEAUTIFICATION OF DOWNTOWN, PREVENT VACIANT LOT STORDFRONT
INCREASE WORLTRAFFIC
9. Explain why the business have a significant, positive influence on the City economy: Smales Vende
CATERING TO SMALLER EVENTS FOR UNDERSERVED COMMUNITIES
WAT AFFORDARLE FILLES AND FLEXIBILITY TO BECOMEDITE
WAT AFFORDARLE PRICES AND FLEXIBILITY TO BECOMEDITE
10. Has the applicant contacted the alderperson of the district where this business is located? UES-BICC
2,7-6
11. List other factors the Common Council should consider: Wireland Programme Switch
VENUE SPECIFICALLY TARGETING MINDRITTES FOR EVENTS,
PARTIES AND CULTURAL EVENTS WI FREEDOM TO FULLY
INCORPORATE AND CELEBRATE THER TRAISMONS IN THER OWN
MANDER WITHOUT LIMITATIONS TO FOODS, SERVICES, VENDORS, EX

LP ITEM 4
Common Council Agenda Item C.3.

Applicant's Signature\_

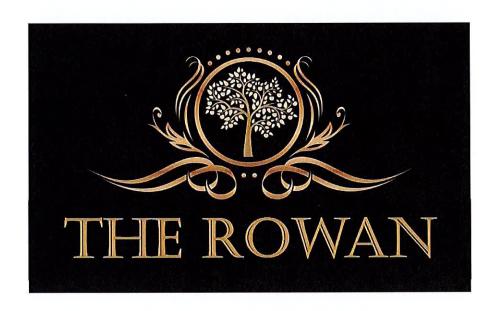
### AGREEMENT WISCONSIN SELLER'S PERMIT

Re: THE ROWAN LLC	(License Applicant)
CLASS B: BEER;	(License Type)
THE ROWAN	(Name of Licensed Premises)
5721 LETT AVE KENDSHA, WI 53KIB	(Address of Licensed Premises)
WHEREAS, the above applicant was granted the above license by the Common Council of the City of Kenosha, Wisconsin on the day of, subject to obtaining a Wisconsin Seller's Permit, and	
WHEREAS, applicant has applied for such permit to the Wisconsin Department of Revenue, but said permit will not be acted upon for four to six weeks, and	
WHEREAS, the Wisconsin Department of Revenue does not object to applicant conducting the above business while the application is pending, and applicant desires to commence operating said business as soon as possible.	
WITNESSETH	
NOW THEREFOR, the undersigned applicant, in consideration of being issued the above license by the City Clerk, and upon meeting other conditions of license approval, does herein and hereby agree that should the Wisconsin Department of Revenue deny the application for a Wisconsin Seller's Permit, that applicant's license, above described, is null and void, without any requirement for notice of hearing respecting revocation/non-renewal, and that this document constitutes a written surrender of said license.	
Dated this day of	
President of Corporation/Partner/or Individual Licensee	
Corporate Officer/Partner	
Corporate Officer	
(Note: All persons who signed the license application must sign this agreement. Copy of Wisconsin Seller's Permit application and receipt of permit fee payment must be attached.	

### Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future Search for: the rowan lic Search Records Name Available to the Control Search Result of lookup for T100921 (at 2/13/2024 9.07 AM.) Corporate Records THE ROWAN LLC You can: File an Annual Report - Request a Certificate of Status - File a Registered Agent/Office Update Form Vital Statistics Enthy ID T100921 Registered Effective Date Period of Existence PER Status Organized Request a Certificate of Status Entity Type Comestic Limited Liability Company Limited Limbility Companies are required to file an Annual Report under s. 183,0212, Wi Statutes. Annual Report Regulrements Addresses NORTHWEST REGISTERED AGENT LLC 2600 E. ENTERPRISE AVE STE 333 APPLETON , VI 54913 Registered Agent Office File a Registered AgenVOffice Update Form 2800 E. ENTERPRISE AVE STE 333 Principal Office APPLETON , WI 54913 UNITED STATES OF AMERICA Historical Information Annual Reports Cartificales of Newly-elected Officers/Directors Old Names Chronology Effective Date Transaction Processed Date Description

01/10/2023 Organized 01/10/2023 E-Form



# THE ROWAN

Business Plan

Markita Brewster, Owner Created on July 4, 2022

# **Executive Summary**

# **Product**

The Rowan will be a special events/ banquet facility that offers an almost one-stop shop with its space that includes rentals of furniture, accessories, decorations, and floral arrangements for between 100-140 guests.

The Rowan will not provide a kitchen or catering and will allow clients to bring in their own choice of food from any licensed caterer or restaurant.

## **Customers**

The primary target market are couples and coordinators aged 14-65 of all beliefs and backgrounds to select their own food needs for cultural, religious, dietary and most importantly preference for their palette.

The target market also includes small business owners or non-profit organizations that need meeting or conference space i.e., youth clubs, dance and fitness instructors, small business meetings and luncheons, school fairs and shows, breakout room meetings, etc.

# **Future of the Company**

Although there are several banquet facilities within Kenosha County, we believe that there is an untapped market in this area when it comes to freedom of catering and on-site rental and event services that has not been captured to the extent with which we are planning to. As our county continues to become more culturally diverse, banquet facilities need to also be more diverse with allow the customer to decide exactly what they want (or do not want) for their event.

# **Company Description**

## **Mission Statement**

At The Rowan, our mission is to provide our customers with access to all things needed, to throw and epic party/event that will let your creativity and personality shine! We believe you should have the choice to reach for the sky when selecting your food options and feel supported along the way.

# **Principal Members**

Markita Brewster-Owner/Executive Director/ Floral Designer

Peggy Frizzle- Setup Coordinator

Malik Brewster-Server

Open-Bartender

# Forecasted Members (in order of necessity for growth)

Event Coordinator- communicating with customers to design event, creates timelines, ensure customer satisfaction and needs are met during event

General Manager- responsible for day to day operations, vendor payments, payroll, operating expenses

Sales Manager- booking and tracking events, ensuring revenue flow

Administrative Assistant- answering phone calls, record keeping and tracking, calendar updates, meeting scheduling and notetaker

# **Legal Structure**

The Rowan is a Limited Liability Corporation setup as an S Corp for tax purposes. Our EIN is 92-1882215.

# **Market Research**

# **Industry**

The wedding industry is anticipated to expand by at least 2.1% in 2022. This industry is already worth billions of dollars and continues an upward trend. In Kenosha County, there were 766 weddings on record for 2021.

Kenosha natives are always looking for more diverse and unique locations that offer non-traditional services. The Rowan plans to offer services not typically offered in house which will give a competitive advantage over its competitors.

# **Competitive Advantage**

Competitors in local market include:

- Banquet Hall Luminarias is a Hispanic focused facility with space for up to 250
- *Circa on Seventh* is a woman owned business that hosts weddings with required on-site catering by Culinary Infusion for up to 200 guests. Has on-site ceremony options
- *Upper East* is the sister company of Circa on Seventh. Upper East is a larger venue which can accommodate up to 300 guests. Catering required by Culinary Infusion. Offers a variety of tables shapes and designs but primarily leans into Rustic theme.
- The Vault at Historic 625 has multiple small meeting spaces that can accommodate 50 up to 250 guests. One large main area. Clients must select from list of catering vendors.
- *Jantz's Club* is a single space banquet hall that provides in-house catering.
- Swedish American Club is considered a supper club but hosts a variety of small events. Requires in-house catering.
- Italian American Society has three large spaces that that can accommodate different sized events. Very popular for school dances like prom but a variety of life events. Requires use of in-house caterer.

Each competitors location all require in-house catering and do not offer any additional amenities such as floral arrangements, decorations or rentals. This will be The Rowan's niche market.

# **Target Market**

There are multiple groups The Rowan will target for is business. The first group will be engaged couples (aged 20-40) with an income range of \$25-75,000 per year of diverse backgrounds such as Black, Hispanic/Latino, Middle Eastern, Asian and Mixed-Race. This target market is highly underserved and may have limited funding and are interested in more DIY and hands-on options to

keep costs down but also have specific cultural food wants/needs, that other venues are unable or unwilling to provide.

The second group will be parents of engaged couples (aged 40-60) with an income range of \$50-80,000 who would like to contribute to their child(s) event but may not be able to provide entire budget. This group is willing to give the engaged couple freedom to spend their funding with few stipulations.

The final group will be small business owners or non-profit organizations with organizers (aged 25-55) that need meeting or conference space i.e., youth clubs, dance and fitness instructors, small business meetings and luncheons, school fairs and shows, breakout room meetings, etc. Funding may be limited or the event itself may be a fundraiser or opportunity to obtain funds without spending too much, if anything.

# Services

# **Pricing Structure**

The Rowan will offer a variety of year round rentals of event space, equipment, decor and centerpieces rentals, AV equipment, tables and chairs.

The Rowan will be closed on Mondays and Tuesdays. Events will operate the following days:

- · Wednesdays and Thursdays
  - o Preference given to businesses, non-profit, youth organizations or small business rentals i.e., dance or exercise studio, club activities, school fairs and shows
- Fridays, Saturdays and Sundays
  - Booking for evening events such as wedding reception, dances, birthday parties, family reunions

# **Products/Services**

Space Rentals will include the use of tables and chairs along with basic linens included in white or black. Complimentary beverage services of coffees, teas and water. Prices includes a 4-hour event. The pricing of the rental will be dependent on the season and the day of the week.

- Off-Season- December, January, February, March
  - Wednesdays: \$200
  - o Thursdays: \$250
  - o Fridays: \$400
  - o Saturdays: \$525
  - o Sundays: \$350
- Mid-Season- October, November, April, May
  - o Wednesdays: \$320
  - o Thursdays: \$400
  - o Fridays: \$640
  - o Saturdays: \$840
  - o Sundays: \$560
- Peak Season-June, July, August, September
  - o Wednesdays: \$512
  - o Thursdays: \$640
  - o Fridays: \$1,024
  - o Saturdays: \$1,344
  - o Sundays: \$896

# **Services and Upcharges**

The Rowan will offer a variety of services and upcharges. These will be dependent on the type of event as well as the number of attendees. Overall event price to include a 18% service charge to

cover utilities, building maintenance, snow removal, inventory, operating, cleaning, and overhead expenses.

- Server: Space rentals that include food service (provided by outside catering) with up to 100 guests will require two servers billed at \$125 ea. An additional server will be required per increments of 50 guests.
  - o If servers provided by catering company, only require one on-site server for assistance, regardless of guest size.
- Bartender: Space renters that include beverage service require bartender billed at \$150. An additional bartender will be required per increment of 100 guests.
  - o Soda/Juice/ Coffee/Tea only Beverage Service will be billed at \$10 per person
  - o Add Hosted Bar (per alcoholic beverage) will be billed at additional \$6 per person
    - Only available as an add on to Soda/Juice/ Coffee/Tea only Beverage Service and not as a standalone service
  - o Add Beer (bar) & Wine (table) will be billed at \$25 per person
  - Standard Open Bar with Well Liquors will be billed at \$35 per person or \$50 per person for Top Shelf Liquor
    - Standard Open Bar with Well Liquors will have Top Shelf Liquor available for individual purchase
  - o Add Champagne Toast will be billed per table
    - Tier 1- \$10 per table
    - Tier 2 \$15 per table
    - Tier 3 \$30 per table
- Security: Space rentals that include alcoholic beverage service will require a security guard billed at \$200. An additional bartender will be required per increment of 50 after 100 guests.
- Additional Hours: An additional hour with no bar service will be billed at \$300 for the first hour. Additional hours with bar services will be billed at \$550 for the first hour. Any additional hours (4 hour additional maximum) will be billed at \$225 ea.
- Per Person Rentals:
  - o Spandex Chair Cover- \$5
  - o 12x108 Chair Sashes-\$2
  - o Black or White Spandex Banquet Chair Covers \$5
  - o Full-Service Place Settings- \$8.25 pp
    - 10" White Plastic Dinner Plate-\$1.00
    - 7" Clear Plastic Salad Plate-\$1.00
    - 6" White Plastic Dessert Plate-\$1.00
    - 12oz White Plastic Soup Bowl- \$1.00
    - Silver Plastic Fork, Knife and Spoon-\$1.25
    - Plastic Wine Glass- \$1.00
    - Plastic Champagne Flute- \$1.00
    - Plastic Water Tumbler- \$1.00
  - o 17x17 Black or White Cloth Dinner Napkin- \$2
  - o 13" Plastic Charger Plates-\$2
- Item Rentals:
  - o 2 Large Bluetooth Speakers with Microphone-\$125

- o Uplighting Package-\$225
- o Chaffing Dishes and Sternos-\$100
  - Includes four rectangular and 1 round chaffing dishes with Sternos along with salad bowls and serving utensils
- Per Table Rentals:
  - Black or White 108" Polyester Tablecloths-\$10
  - o Black or White 60x102 Rectangular Polyester Tablecloths w/skirting-\$15
  - o 12x108 Table Runners-\$5 ea.
  - o Garland Strands-\$25
  - o Small Table Centerpiece-\$35
  - o Medium Table Centerpieces-\$40
  - o Tall Table Centerpiece- \$55
  - o 10" Wood Slices \$5
  - o 24" Black, White or Gold Metal Flower Stand- \$20
  - o 16" Square Metal Flower Stand- \$15
  - o 16" Rectangular Metal Flower Stand- \$15
  - o Rustic Wood or White Washed Open Lantern-\$10
  - o 14" Glass Hurricane Candle Shade-\$10
  - o 10" Vintage White or Black Lattice Lantern w/ LED Candle- \$10
  - o LED Tealight, Water Activated Floating or Votive Candles-\$1.00 ea.
  - o LED Pillar Candles in various Heights-\$2
  - o 11x4" X-Large Pillar Candles-\$5

# **Funding Request**

# **Financial Projections**

The Rowan falls into the category of a brick-and- mortar business. The financial projections below will include a breakdown of startup and operating costs that are specific to the business.

The Rowan has a projected startup cost of approximately \$32-50,000. This includes the upfront cost of securing the Banquet space, Office space, Office supplies, equipment and furniture.

- Communications
- Utilities
- Licenses and permits
- Insurance
- Employee salaries
- Advertising and marketing
- Website

The Rowan has to potential to become profitable very quickly with a base gross earning potential, when fully booked, of \$156,255. Fully booked consists of 261 bookable dates.



A more conservative outlook still shows The Rowan with a profitable base gross earning, when partially booked, of \$82,119. Conservative projections consist of securing 123 bookings of the total 261 bookable dates available per calendar year.



On top of the base gross earnings, solely calculated based on the space rental fee per season, The Rowan will generate tremendous revenue with bar and beverage sales as well as décor and accessory rentals.

We expect all events will include, at least, one wait staff, one bartender, one security guard and, at least a simple beverage package. These additions alone add an additional \$1,475 minimum to every event (with 100 guests).

The example below shows an event booked on a Saturday in May. The projections show the customer including a simple beverage package, with bartender, table cloths, table runners and renting artificial garland strands for guest tables. The add-ons, plus service fees shows an event that started at \$840 increasing to \$4,083.27.

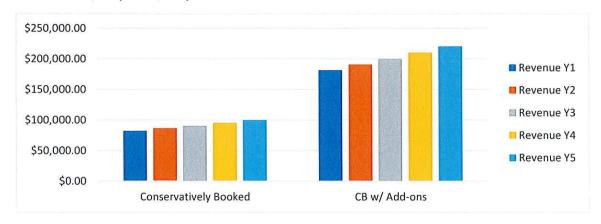
Service/ Product Description	Price Ea.	QTY	Total
Mid-Season: May (Saturday) Rental Fee	\$840.00	1	\$840.00
White Table Cloths Included	\$0.00	1	\$0.00
Centerpieces- Garland Strands	\$15.00	12	\$180.00
Wait Staff- 1 staff per 75 guests	\$125.00	2	\$250.00
Bartender- required with bar service	\$150.00	1	\$150.00
Soda/Juice/ Coffee/Tea only Beverage Service	\$10.00	100	\$1,000.00
Hosted Bar (per alcoholic beverage per guest) as add-or	\$6.00	100	\$600.00
Security- required with alcohol bar service	\$200.00	1	\$200.00
Satin Table Runners- Blush	\$5.00	12	\$60.00
Terms: This proposal is valid for 30 calendar days from the date		Subtotal:	\$3,280.00
listed above. A 25% non-refundable deposit is due to secure the	Service	Service Fees 18%:	
space for your date. Cancellations are required in writing and	Sales T	'ax 5.50%:	\$212.87
reschedules are offered at face-value of the amount listed. Receipt of a proposal does not constitute a booking or a hold on the space.	Total Due: Deposit Due:		\$4,083.27
Rentals are offered on a first come-first serve basis. To move			\$1,020.82
forward with the event as proposed, please contact ust to	Ba	lance Due:	\$3,062.45
schedule a Booking Appointment. We are excited to be considered for your upcoming event. $\label{eq:constraint}$			

These projections are extremely favorable and show the profitability and success of this business very early one. Including the base projections shown earlier, The Rowan has to potential to gross, when fully booked with add-ons \$384,975 and \$181,425 when conservatively booked.

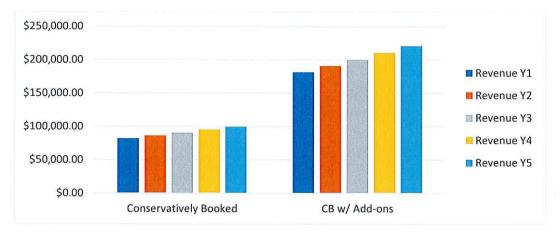
Prospective financial outlook for the next five years

The Rowan can continue in a market that will never go away. Calculating in a 5% price increase per year we anticipate phenomenal growth over the next five years.

Fully-booked revenue increases from \$156,255- \$189,928, while fully-booked with add-ons increases from \$384,975- \$467,939.52.



Conservatively booked revenue increases from \$82,119- \$99,816, while conservatively booked revenue with add-ons increases from \$181,425- \$220,523.





WISCONSIN DEPARTMENT OF REVENUE PO BOX 8902 MADISON, WI 53708-8902

#### Contact Information:

2135 RIMROCK RD PO BOX 8902 MADISON, WI 53708-8902 ph: 608-266-2776 fax: 608-224-5761 email: DORBusinessTax@wisconsin.gov website: revenue.wi.gov

Letter ID

L0189211696

000135

THE ROWAN LLC 6617 30TH AVE KENOSHA WI 53142-3403

# Wisconsin Department of Revenue Seller's Permit

Legal/real name:

THE ROWAN LLC

**Business name:** 

THE ROWAN LLC 5721 6TH AVE

KENOSHA WI 53140-4103

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax TypeAccount TypeAccount NumberSales & Use TaxSeller's Permit456-1031550732-04



# State of Wisconsin • DEPARTMENT OF REVENUE

Personal Wallet Copy

Seller's Permit: 456-1031550732-04 Legal/Real Name: THE ROWAN LLC

Signature	
_	

### We are here to serve you

Wisconsin Department of Revenue PO Box 8902 Madison, WI 53708-8902

Ph: 608-266-2776 Fax: 608-264-6884

Email: dorbusinesstax@revenue.wi.gov
Web: www.revenue.wi.gov
Main office: 2135 Rimrock Rd., Madison

Date of this notice: 01-23-2023

Employer Identification Number:

92-1882215

Form: SS-4

Number of this notice: CP 575 G

ROWAN LLC MARKITA BREWSTER SOLE MBR 2800 E ENTERPRISE AVE STE 333 APPLETON, WI 54913

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-1882215. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

575G

#### IMPORTANT REMINDERS:

- Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- Refer to this EIN on your tax-related correspondence and documents.
- Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is ROWA. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

999999999

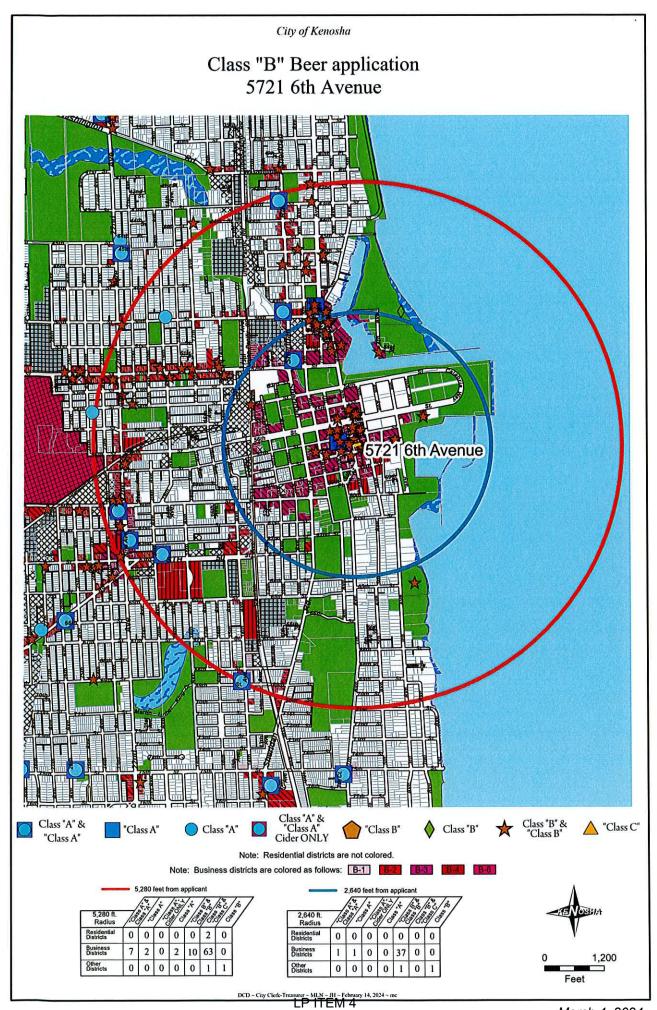
Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 01-23-2023 ( )

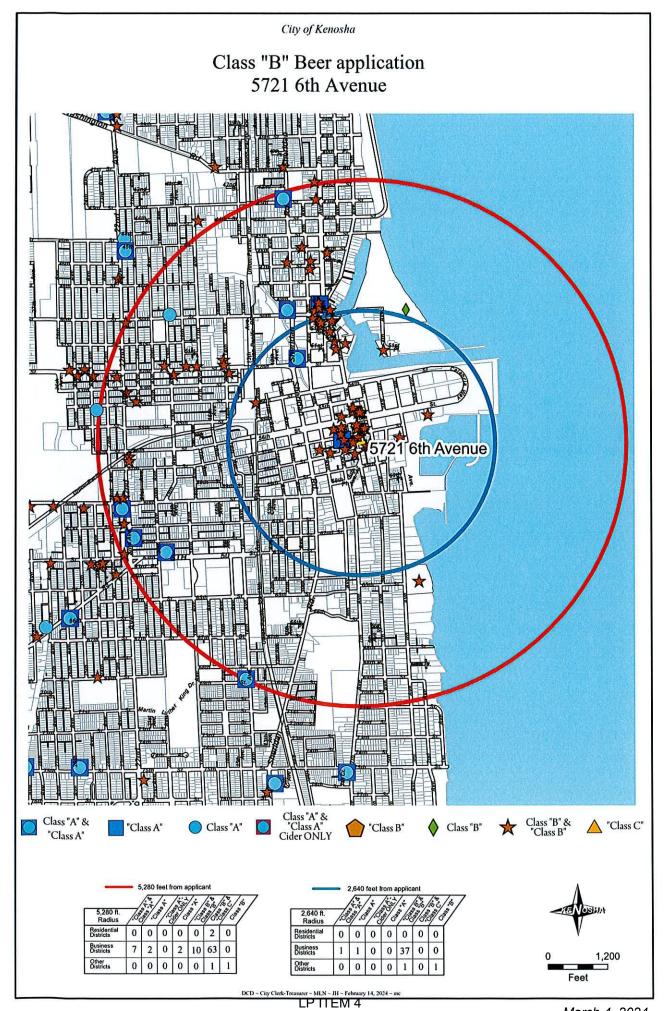
EMPLOYER IDENTIFICATION NUMBER: 92-1882215

FORM: SS-4

NOBOD

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023  ROWAN LLC MARKITA BREWSTER SOLE MBR 2800 E ENTERPRISE AVE STE 333 APPLETON, WI 54913







Julia Heiser < jheiser@kenosha.org>

## Class "B" Beer License Application - The Rowan LLC

Brian Wilke <bwilke@kenosha.org>

Fri, Feb 16, 2024 at 10:12 AM

To: Julia Heiser <jheiser@kenosha.org>, "padjen, alyssa" <apadjen@kenosha.org>, cityclerk <cityclerk@kenosha.org>

With the maps and comments below, City Development recommends approval of the license, subject to a hold for a new occupancy permit. The applicant has applied for the permit.

### Brian R. Wilke, AICP

#### **Development Coordinator**

City Development 625 52nd Street - Room 308 Kenosha, WI 53140 bwilke@kenosha.org 262.653.4049

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

From: Michael Callovi <mcallovi@kenosha.org>

Date: Wed, Feb 14, 2024 at 2:05 PM

Subject: Fwd: Class "B" Beer License Application - The Rowan LLC

To: Wilke, Brian <bwilke@kenosha.org>

Please find attached the maps for The Rowan, LLC. The Furnace House of Prayer is located within 300 feet (±192 feet) of the proposed premises.

09\_5721-6thAvenue.pdf

9\_5721-6thAvenue\_Zoning.pdf

-Mike

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

From: Julia Heiser <jheiser@kenosha.org>

Date: Wed, Feb 14, 2024 at 9:24 AM

Subject: Class "B" Beer License Application - The Rowan LLC

To: Kelly Andreoli <kandreoli@kenosha.org>, Heather Pierce <hpierce@kenosha.org>, Mike Callovi <mcallovi@kenosha.org>, Brian Wilke <bwilke@kenosha.org>, Rich Schroeder <rschroeder@kenosha.org>, Mark Melotik <mark.melotik@kenoshacounty.org>, Keith D. Aulds <kaulds@kenosha.org>, Bryan Charbogian

<hbox</p>
<h

R. Shepperd <mrs656@kenoshapolice.com>

Hello,

Attached is information on an application which has been submitted to the City Clerk's Office.

Please provide your reports by February 21, 2024, to cityclerk@kenosha.org.

https://mail.google.com/mail/u/0/?ik=43e74fcbbb&view=pt&search=all&permmsgid=msg-f:1791072608280173016&dsqt=1&simp...

Page 82



### **PROBATIONARY CABARET**

CLK228 (rev. 2/23)

Fee: \$300.00/6 Months

CITY ORDINANCE 10.07 (repealed & recreated 11/04/19)

	OFFICE USE ONLY
DA	TE FILED: 2/13/24
INI	TIALS: JH
AD	VERSE: Yes No
LP:	2/26 cc:3/4
LE	TTER:

Effective: March 5 To: Sept 5, 2014	
Licensee Name: THE ROWAN LCC  CORPORATION, PARTNERSHIP, OR INDIVIDUAL – Must Be Same Name As Beer/Liquor License	District #:
Trade/Event Name: THE ROWAN LUC	
Trade/Event Address: 5721 CM AVE HONCOTTA, WI	531412
If Licensee is a Corporation or LLC, list Agent's Full Name: Mrckty Birth	SLENS
List Date of Birth of Agent (If Corporation/LLC) or Individual:	
Address: CLG 17 2000 AVE KENDSHA WI STATE	531412 ZIP
Phone: 242-748-5230 Email: EVENTSATTHE ROWN (Correspondence Will Be Via Email	
Driver's License Number:	
1. Have you ever received any tickets or been charged with any crimes or felonies in any	state? - Yes - No

CHARGE	STATE	DATE	RESULT

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

If yes, provide: Charge, State, Date, Result (Include pending charges.)

Probationary Cabaret, Page 1

CHARGE	STATE		DATE
9			
Have you <u>ever</u> served or been senter lf yes, provide: Charge, State, Date	enced to serve time in <b>jail</b> o	or <b>prison</b> <u>in any sta</u>	<u>ite</u> ? □ Yes →No
CHARGE	STATE		DATE
Have you <u>ever</u> , while operating a buinvolving unfair trade practices, une If yes, provide: Charge, State, Date,	thical conduct, or discrimina	ation in any state?	
CHARGE	STATE	DATE	RESULT
List the name and address of all emin the past five (5) years:  UNDENDED A PROPERTY	E PRIVE, E	ncore e aurnec ive years? Yes	vents 455
If no, please list all addresses which	you have resided at in the	past (5) five years	:
READ CAREFULLY BEFORE SIGNING: Under pe answered to the best of his/her/their knowledge. (Ir sign.)	enalty provided for by law, the undersign ndividual applicants and each member	ned states that each of the of a partnership must sign	e above questions has been trul ; designated corporate officers r
answered to the best of his/her/their knowledge. (Ir	enalty provided for by law, the undersign dividual applicants and each member	ned states that each of the of a partnership must sign	e above questions has been tru- c designated corporate officers (
answered to the best of his/her/their knowledge. (Ir	ndividual applicants and each member $Ster = 2/B$	ned states that each of the of a partnership must sign.	e above questions has been tru designated corporate officers

**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.

Probationary Cabaret, Page 2

#### CABARET: OPERATIONAL AND SECURITY PLAN INFORMATION

### CABARET ENTERTAINMENT OPERATIONAL PLAN

Check here if requesting hours until 2:00 am -

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Hours: Lipm To	HOURS:  NO TO NO	HOURS:  n(a  to	HOURS:  NO  NO	HOURS: 40m TO 12AM	HOURS:  LOM  TO  LZ'AM	HOURS: LOWL TO 12MM

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".

Legal occupancy limit for the premises: 225 persons
Number of off-street parking spaces used to service the premises: parking spaces
Description of the off-street parking spaces used to service the premises: 50000 PARKING COARRORE, PUBLIC PARKING LOTS
Describe the sound amplification equipment to be used: SOUND SYSTEM, BLUEDON, SPENJERS
Identify any sound mitigation strategies to be implemented: STAFF MONTORING
How will orderly appearance and operation of the establishment be maintained in regard to litter and noise:

Probationary Cabaret, Page 3

# **SECURITY PLAN** Description of clothing to identify security personnel: LABELED SHOET AND/OR SWEATER FOR SELVENTY 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: STAGE MONCTORY CO How will the entrance line be managed and controlled: STANCHUONS, RUPE, SECURITY AND STARF MONTURED Plan for unruly patrons, intoxicated patrons, and physical disturbances (including fights): SECURITY, POLICE IF ESCHUPTED Underage drinking and fake ID plan: 10 CHECKING AT DOOR MO AT BAR SECURITY AND BTAFF UR PULLCE IF NEEDED

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

Provide the first and last name of all Management Personnel: HYPERTY BREWSTER

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.

Probationary Cabaret, Page 4

# Form

AT-106

# LP 26 Feb CC 4 Mar Original Alcohol Beverage License Application

	FOR C	LERKS	ONLY	
Municipality				
Kei	rost	ih	. WI	
License Peri	97/	1-	June	30

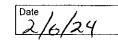
License(s) Requested			
Class "A" Beer \$	☐ "Class A" Liquor	License Fees	\$ 150
☑ Class "B" Beer \$	② "Class B" Liquor \$	Publication Fee	\$ 23
☐ "Class C" Wine \$	☐ "Class A" Liquor (Cider Only) \$	Background Check	\$
Reserve "Class B" Liquor \$	Glass B" (Wine Only) Winery \$	Total Fees	\$ 173
Part A: Premises/Business Inform  1. Legal Business Name (registered entity name)  KINI KOM, LLC			
2. Trade Name or DBA The Tip: 3. Premises Address	sy Kiwi		
6015 75th Street			
4. County Kenosha	5. Municipality  Kerosha	6. Aldermanic District	
7. Mailing Address (if different from premises:	Kenosha WI 53142	1-7	
8. FEIN 93 - 3934406	9)Wisconsin Seller's Permit Number	er	
10. Premises Phone 262 229 0445	11. Premises Email SAGHANE (9) K	iwikai. <del>com</del>	110
12. Entity Type (check one)  Sole Proprietor Partnersh		_	profit Organization
13. Premises Description - Describe the including living quarters, if used, for	building or buildings where alcohol beverages the sales, service, consumption, and/or store NLY on the premises described in this applica	s are to be sold and store	ed. Describe all rooms and records. Alcohol
Cold storage roo	m, and back dry no	ion with 1	Ochs
Part B: Questions			
	rietor satisfied the responsible beverage serve Responsible Beverage Server Training Cours		
indirect interest in any alcohol bevera	tners, officers, directors, managing members, og ge wholesaler or producer (e.g., brewer, brewp below. Attach additional sheets if necessary.		☐ Yes ☑ No

D. i.O. E. O					
Part C: For Corporate/LLC Applic  1. State of Registration	cants Only			2. Date of Registr	otion
Wis Consin				10/16/	
Is the applicant business owned by all parent company below, include parent company's principal members, management.	nt company mem	ibers in Part D, an	d attach Fo	orm AT-103 for all of the p	parent/
Name of Parent Company		FEIN o	f Parent Cor	npany	
NA		N	A		
Does the parent company or any of it interest in any other alcohol beverag If yes, please explain using the space.	je wholesaler or	producer (e.g., br	ewer, brew	pub, winery, distillery)?	ndirect Yes No
NA					
5. Agent's Last Name		Agent's First Name	)		Phone
Part D: Individual Information					
A Supplemental Questionnaire, Form AT-103, any parent company as indicated in Part C. For nonprofit organization, all partners of a partners of a partners.	Persons in the app	licant business inclu	de: sole prop	orietor, all officers, directors	
List the full name, title, and phone numbe	er for each perso	n below. Attach ac	ditional sh	eets if necessary.	
Last Name	First Name		Т	itle	Phone
Moistner	Sarah	jane		Owner/Agent	- 262 229 044:
		)		, 0	
Part E: Attestation					
Who must sign this application?					
• sole proprietor • one general pa	artner of a partne	ership • one	corporate (	officer • one mana	ging member of an LLC
READ CAREFULLY BEFORE SIGNING: that I am acting solely on behalf of the app that the rights and responsibilities conferred this business according to the law, includin lack of access to any portion of a licensed and grounds for revocation of this license. state law. I further understand that I may be any person who knowingly provides matering.	olicant business ared by the license(s g but not limited to premises during in I understand that e prosecuted for s	nd not on behalf of a s), if granted, will no o, purchasing alcoho spection will be dee any license issued submitting false state	iny other ind it be assign I beverages med a refus contrary to to ements and on may be re	lividual or entity seeking the doto another individual or from state authorized who al to allow inspection. Such Wis. Stat. Chapter 125 sha affidavits in connection with	e license. Further, I agree entity. I agree to operate lesalers. I understand that refusal is a misdemeanor II be void under penalty of a this application, and that
Signature Amaroho			Date	02/06/202	24
Name (Last, First, M.I.)	- 1		1	- , 00,002	
moistner, so	araman	<u>e</u>			
Title Owner	l l	<sub>aahtane i</sub>	9 Kin	1.	Phone 262 2290445
Part F: For Clerk Use Only					
Date application was filed with clerk	Date reporte	d to governing body		Date provisional licen	se issued (if applicable)
2 16 24 Date license granted	License num	ber		Date license issued	
Signature of Clerk Deputy Clerk					

AT-106 (R. 07-23)

# Form AT-103

# Alcohol Beverage License Application Supplemental Questionnaire



This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

· sole proprietor

- all officers, directors, and agent of a corporation or nonprofit organization
- · all partners of a partnership
- · managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted.

Part A: Premises/Business Information	
1. Registered Entity Name (or individual name if sole proprietor)	
2. Trade Name or DBA The Tipsy Kiwi	
3. Entity Type (check one)	
☐ Sole Proprietor ☐ Partnership ☑ Limited Liability Company ☐ Corpo	oration
Part B: Individual Information	
1. Name (Last, First, M.I.)	
Moistner Sarahjane	
2. Relationship to Registered Entity (Title) 3. Email	4. Phone
Owner Sarahjane @ Kiwi Kai.	110 2622290445
5. Home Address J 93rd Ave	
6. City 7. State 8. Zip Code	9 Date of Birth
Kenosha W 5314	2
	nse/State ID State of Issuance
<u> Wisco</u>	$NS_i \cap$
Part C: Address History	
List in chronological order your last two residence addresses within the last 5 years.	
Previous Address 1 Dward Ave Previous City, State, Zip Which Grove WI 53182	
Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)
Union Gove WI 53182	2019 - 2020
Previous Address 2	
Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)
Part D: Employment History	
List in chronological order your last two employers within the last 5 years.	
Employer's Name	
Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)
10101 Science Dr. Startevant, W153177 Employer's Name Milk Specialties Clobal, 7500 Flying Cloud Dr. Ed	01/16/2024 - Cured
Milk Specialties Clobal, 7500 Flying Cloud Dr. Ec	Men Prarie, MNSS344
Employer's Address	Dates Employed (MIM/YYYY - MIM/YYYY)
	02/21 - 10/23

Have you ever been convicted of any offenses (other than traffic offenses unr for violation of any federal, Wisconsin, or another state's laws or of any count.	
If yes to question 1, please list details of each conviction below. Attach addition	nal sheets as needed.
Law/Ordinance Violated	Trial Date
NA	
Penalty Imposed  \( \mathcal{A}^{-} \)	Was sentence completed? Yes No
Law/Ordinance Violated	Trial Date
NA	
Penalty Imposed  NA	Was sentence completed? Yes No
2. Are charges for any offenses currently pending against you (other than traffic beverages) for violation of any federal, Wisconsin, or another state's laws or a ordinances?	
If yes to question 2, describe nature and status of pending charges using the sheets as needed.	e space below. Attach additional
Part F: Questions	
Have you lived in any state other than Wisconsin as an adult? If yes, please I     If no continue to question 2.	ist them in the space below.
If no, continue to question 2	
lived in New Zealand until age 24. Now of the USA. lived in Wisconsin for	J a Cithzen 18 years!
If no, continue to question 2	J a Cithzen 18 years!
lived in New Zealand until age 24. Now of the USA. lived in Wisconsin for	Yes No  Yes No
If no, continue to question 2.  IVED in NEW ZEALOND WHIT AGE 24. NOW of the USA. Ived in Wisconsin prior to the date of applica.  2. How long have you continuously lived in Wisconsin prior to the date of applica.  3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or brewpub, winery, distillery)? If yes, please explain using the space below. Atta	Yes No  Yes No
If no, continue to question 2.  I'VED in NEW ZEALAND WHI AGE 24 NOW of the USA lived in Wisconsin prior to the date of application.  2. How long have you continuously lived in Wisconsin prior to the date of application.  3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or	Yes No  Yes No
If no, continue to question 2.    IVEd in New Zealand with age 24. Now of the USA.   Ived in Wisconsin prior to the date of application.  2. How long have you continuously lived in Wisconsin prior to the date of application.  3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or brewpub, winery, distillery)? If yes, please explain using the space below. Attain the space below. Attain the space with the space below. The space below is a continuously growing the space is sufficient to forfeit not more than \$1,000 if convicted.	Yes No  I A CITIZEN  I S YEARS  Ation?  Years  Producer (e.g. brewer, ach additional sheets as needed.  Yes Your No  The contrary to Wis. Stat. Chapter 125 shall be void omitting false statements and affidavits in connection
If no, continue to question 2.    IVEd in New Zealand with age 24. Now of the USA.   Ived in Wisconsin prior to the date of applica.  2. How long have you continuously lived in Wisconsin prior to the date of applica.  3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or brewpub, winery, distillery)? If yes, please explain using the space below. Attached the property of state law. I further understand that any license issue under penalty of state law. I further understand that I may be prosecuted for sufficiency with this application, and that any person who knowingly provides materially for the property of state law.	Yes No  I A CITIZEN  I S YEARS  Ation?  Years  Producer (e.g. brewer, ach additional sheets as needed.  Yes Your No  The contrary to Wis. Stat. Chapter 125 shall be void omitting false statements and affidavits in connection

# Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

AT-104 (R. 4-18)				Wisconsin Department of Revenue
Approved on(Date)	by	(Signature of Proper Local	Official) Title	(Town Chair, Village President, Police Chief)
the character, record and r	eputation are sat	isfactory and I have no obje	ction to the agent appointe	
		ROVAL OF AGENT BY MU erk cannot sign on behalf o		
6503 93 <sup>m</sup> ;	Ave, Ver	Address of Agent)	42	Date of birth <u>08/05/198</u> 0
Amos	Hww ignature of Agent)		02/06/2024	Agent's age <u>43</u> Date of birth <u>08/05/198</u> 0
		npany and assume full resp ne corporation/organization/l		of all business relative to alcohol
1. Sarahjan	Print / Type A	SME/ gent's Name)	, hereby acce	ept this appointment as agent for the
<del></del>		ACCEPTANCE BY	AGENT	
Any person who knowingly \$1,000.				e required to forfeit not more than
ьу	· XHIVA	(Name of Corporation) (Signature)	re of Officer / Member / Manager)	
D <sub>1</sub>	1. 100 5	Kai, LLC (Name of Corporation	n / Organization / Limited Liability	Company)
	_			
Place of residence last yea	r 6503 °	73rd Ave, Ken	asha WI 531L	12
How long immediately prior	to making this ap	plication has the applicant a	gent resided continuously i	n Wisconsin? 18 years
Is applicant agent subject to	completion of th	e responsible beverage serv	er training course?	Yes No
Yes No If so	o, indicate the co	rporate name(s)/limited liabili	ity company(ies) and munic	cipality(ies).
organization/limited liability		pplicant agent presently acti or applying for a beer and/or		esting approval for any corporation/ · location in Wisconsin?
				oremises and of all business relative
	7.9	(Home Address of Appoin	nted Agent)	<u> </u>
6575	3 93×rd	Moistnes (Name of Appointed Ave Kenosh (Home Address of Appoin	Agent) 62/1	42
located at 6015	75+ Street	(Trade Name) It, Kerasha	WI 53/42	
				ense for a premises known as
The undersigned duly author	orized officer/me	mber/manager of	Ji Kau, LLC	organization or Limited Liability Company)
To the governing body of:	T ~::		County of	
	Town	1/0		17
must appoint an agent. The	following question	ons must be answered by th	e agent. The appointment	must be signed by an officer of the ion made by the proper local official.
				beverages and/or intoxicating liquor



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

Last Name:	First Name: _ ppear Exactly As It Appears (	SOCAKIO On Driver's License Or S	(AC)	MI:
Home Address: 693 9314 A		rosha	VI STATE	53/42
	ver's License #:		NUMBER	ZII
License Applied For: <u>(1955</u> <u>B</u>	Beer, Ci	9-55 B L	guor	
PLEASE NOTE: You may purchase a copy of Safety Building, 1000-55th St. Additionally, ch. Note: You must write your tickets, charges, ci.	eck the WI Circuit Court	Access website to	obtain your circuit	court records.
<ol> <li>Have you <u>ever</u> received any tickets or If yes, provide: Charge, State, Date, R (Examples: Speeding, WI, 5/8/2012</li> </ol>	esult (Include pendin	g charges.)	·	
CHARGE	STATE	DATE	RE	SULT
adometer braction	M	2007	Fine	
2. Have you <u>ever</u> had your <b>driver's licen</b> If yes, provide: Charge, State, Date	se suspended or rev	oked <u>in any state</u>	? □Yes ⊌∕No	
CHARGE	STATE		DATE	

Applicant's Report - Police Record, Page 1

CHARGE		STATE		DATE	
Have you <u>ever</u> , while op involving unfair trade pra If yes, provide: Charge,	actices, unethica	al conduct, or discrimin	ation <u>in any state</u> ? ⊤		
CHARGE		STATE	DATE	RESULT	
in the past five (5) year				nesses you have operate	
BRP 10101 S M. IK Specials Have you lived at your of If no, please list all address	Cience Dr.	Structevent V 1, 7500 Flying dress for the past (5)1	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Eder Prade MNS	
BRP 10101 S MIK Specials Have you lived at your of If no, please list all address 18617 Dwo	Cience Dr. current home addesses which you AVC,  nderstand that if alties specified in	Structevent II  TSDO Flying dress for the past (5) for the past (5) for the past (5) for the family of the information of the information	VI 53177 Cloud Dr're, in interpretation in the past (5) five years:  MI 53182  provided is false, as	Eden Prade MN 5	
BRP 10101 S MIK Specials Have you lived at your off no, please list all address 18617 Dwon  Do you, the applicant, use subjected to the penals	cience Dr. current home addesses which you  AVC,  nderstand that it alties specified in  Yes  New Yes	Structevent by A. 7500 Flying dress for the past (5) for the past (5) for the past (5) for the code of	N 53177 Cloud Dr've, ive years? □ Yes in past (5) five years: MI 53182 provided is false, and General Ordinances,	Eden frane MN 5	

#### 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



## RESPONSIBLE ALCOHOL BEVERAGE SERVER TRAINING COURSE CLKSTC (rev. 08/17)

Signature

Before a Beer/Liquor, Wine, or Operator's (Bartender's) license will be issued, the applicant:

- Individual
- Both Partners
- · Agents of Corporations

Must complete a responsible alcohol beverage server training course in Wisconsin.

Approved courses include T.I.P.S., C.A.R.E., www.learntoserve.com, Wisconsin National Restaurant Association, the Professional Bartending School of Wisconsin, or a Wisconsin vocational, technical, and adult education facility.

Exemptions: Within the past two years, applicants who have held a retail alcohol beverage license or an operator's (bartender's) license or completed a responsible beverage server training course in Wisconsin.

The undersigned applicant(s)/agent has/have read and understood the above information regarding the responsible alcohol beverage server course requirement.

Anistan	02/06/2024
Individual/Partner/Member Signature	Date
Dorth or/Mombor Signature	Date
Partner/Member Signature	Date
	FOR OFFICE USE ONLY
Check One:	
Must complete alcohol beverage course server tra	aining course.
□ Proof of completion of a responsible alcohol beve	rage server training course in Wisonsin during the past two years is attached.
□ Preof of holding a beer/liguor license or an operat	or's (bartender's) license in Wisconsin within the part two years is attached.
	2/4/24



# STATEMENT OF ECONOMIC IMPACT FOR CLASS B BEER AND/OR CLASS B LIQUOR LICENSE **CLKSEI** (rev. 11/17)

CHECK ALL THAT APPLY:	
☑ CLASS B BEER ☑ CLASS B LIQUOR □ CLASS A BEER □ CLASS A LIQUOR	
1. Licensee Name: Ki WI KOI, LLC  CORPORATION, PARTNERSHIP, OR INDIVIDUAL	
2. Trade Name: The Tipsy Kinii Contingen	r <del>1</del>
3. Property Owner & Address: 6015 75th Street, Kenosha 53/42 upon the life applicant is not owner, does applicant have a lease agreement with the owner? Question No (Note: Proof Of Property Ownership Or Proof Of An Executed Lease Must Be Provided To The City Clerk Before The License Will Be Issued.)	نحو
4. Square footage of building: 1483 Assessed value of property: \$292,000	
5. Estimated number of full time employees: part time employees: 2	
6. Assessed value of personal property (FURNITURE, FIXTURES, EQUIPMENT TO BE USED IN THE BUSINESS): \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
7. Gross Monthly Revenue – According to Section 10.03, applicants must come within 70% of the estimate of gross monthly revenue for alcohol beverages after one full license term or the license may be subject to revocation.	
FOR EACH PRODUCT, PROVIDE GROSS MONTHLY REVENUE AND BASIS FOR ESTIMATES:	
a) ALCOHOLIC BEVERAGES: \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
b) FOOD: <u>\$ 1, 00</u> 0	
c) OTHER (SPECIFY);	
d) TOTAL GROSS MONTHLY REVENUE: \$16,000	
I hereby certify that the information above is true, correct and complete in all material respects.	
Kiwi Kai, LLC Corporation Name	
Ami, Atmy 02/06/2024 Individual/Partner/Member Signature Date	
Partner/Member Signature Date	

### Business Plan: Kiwi Kai LLC

### I. Executive Summary:

Kiwi Dive Bar & Grill is a Kiwi-inspired dive bar located in Kenosha. Family owned and operated by blended Kiwi & USA family, our establishment aims to bring a unique blend of New Zealand culture to the American dive bar scene. We offer a relaxed environment with hosting of international rugby competitions on the TV, dart leagues, amusement devices, occasional live entertainment, and seasonal events. We will enhance the kiwi/USA experience further with a diverse menu featuring Kiwi pies, kiwi bakery items for brunch on the weekend, and a selection of grill and fried foods. In addition, we provide weekend specials with flights of mimosas and beer, as well as Friday night "old fashioned Kiwi Fish'n'Chips."

## II. Personal Background Information:

Sarahjane Moistner is New Zealand born, but has gone through the USA naturalization process to become a proud American. Living in Wisconsin for the past 18 years, she is also part owner of Auto Excellence since 2022. After working in corporate America for most of her adult life – reaching Director of Project Management, she seeks to run a business with local ties, close to home where she can still attend her teenage kids sports. Her husband Jason (Owner Operator of Auto Excellence) will be a strong support to the launch of this business, and both look forward to serving the Kenosha community, the community they call home.

## II. Business Description:

• **Mission Statement:** Kiwi Kai LLC is committed to providing a warm, welcoming atmosphere where patrons can enjoy the familiar comfort of American bar scene, while also extending their culture with New Zealand style food and beverages.

### Business Objectives:

- Establish Kiwi Kai LLC as a go to unique bar in Kenosha, Wisconsin.
- o Provide a safe, clean, classy dive bar with a relaxing environment
- Create a distinct brand identity through a fusion of American and New Zealand flavors and atmosphere.
- Cultivate a loyal customer base and attract "every-man" from the local area, as well as a destination for any Australians, British and New Zealanders living within both Chicago and Milwaukee areas.
- Initiate a Kiwi "Fish & Chips" experience on Friday nights that plays off the traditional Wisconsin Fish Fry.

#### III. Services and Products:

#### Menu:

- New Zealand-style bakery items (Lamingtons, Anzac biscuits, savory pies)
- Comfort fried and grilled food, such as burgers and fries

- All alcoholic beverages (mimosas, Kiwi-inspired cocktails, Bloody Mary's, flights of beer and wine).
- Kiwi-style fish & chips on Fridays (Pineapple fritters, fish, etc. Wrapped in newspaper)

### IV. Target Market:

### Primary Target:

- Regain previously loyal customers
- o Residents in the local community
- o Individuals interested in a unique cultural experience

### Secondary Target:

- Local businesses seeking a casual lunch
- o Immigrants from New Zealand, Australia, Britian
- League players

## V. Marketing and Sales Strategy:

#### Local Partnerships:

- Partner with local businesses for cross-promotions
- Soft opening with local influencers and local media (On Milwaukee, Journal Sentinel etc)

#### Digital Presence:

- Establish a strong online presence through social media platforms, utilizing friends, family and networking relationships. To include Instagram, Facebook, Website, Tik Tok,
- o Door Dash and Grub Hub
- o Implement a loyalty program to retain customers.

#### Community Engagement:

- Host special events and promotions to engage with the local community
- Sponsorship of local events and sports teams.

### VI. Operational Plan:

#### Location:

- o 6015 75th Street, Kenosha Wl.
- According to the Wisconsin Dept of Transporation (WisDOT), the average daily traffic along 30th Ave has approximately 33,500 vehicles per day
- Prominent location with high visibility
- Off-street parking with approximately 30 spaces available

#### Staffing:

o 2 full time employes, and 2 part time employees (creation of jobs)

- Provide training for staff for the unique kiwi food, culture, customer focused service and providing a safe atmosphere
- The trainer will be from New Zealand and has agreed to one month of training with the staff.

### Operating Hours:

- Open from 11 am to Midnight (Monday to Thursday).
- Open from 11 am to 2am (Saturday to Sunday)
- Holidays TBD

#### VII. Financial Plan:

### Startup Costs:

- Renovation, equipment, licenses, and initial inventory.
- Marketing and promotional expenses
- Signage and menus
- Training
- Insurance
- Payroll for the first month
- Line of credit to pay for the first 2 months bills

#### Revenue Streams:

- Alcoholic beverage sales.
- Kiwi-style fish & chips night revenue
- o Onsite food
- o Amusement Devices
- Leagues
- Live Entertainment

### • Financial Projections:

Monthly and yearly revenue and expense forecasts.

### VIII. Risk Analysis:

#### Market Risks:

- Seasonal fluctuations
- Local competition from:

Masons

Chilis

Applebees

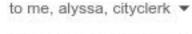
### • Operational Risks:

- o Maintaining consistent quality and service.
- Attracting patrons
- Adapting to changing food trends

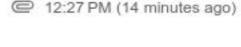
### IX. Conclusion:

Kiwi Kai LLC aspires to be a cultural and relaxed destination offering a delightful blend of American and New Zealand comfort. By catering to previously loyal patrons and new locals, we aim to create a vibrant, welcoming space that becomes an integral part of the community. Our commitment to a welcoming atmosphere, quality, creativity, and community engagement positions Kiwi Kai LLC for long-term success.

## Fwd: Class "B" Beer/"Class B" Liquor License Application - Kiwi Kai, LLC Inbox ×



Brian Wilke





With the maps and comments below, City Development recommends approval of the license subject to a hold for a new occupancy permit.

## Brian R. Wilke, AICP

**Development Coordinator** 

City Development

625 52nd Street - Room 308

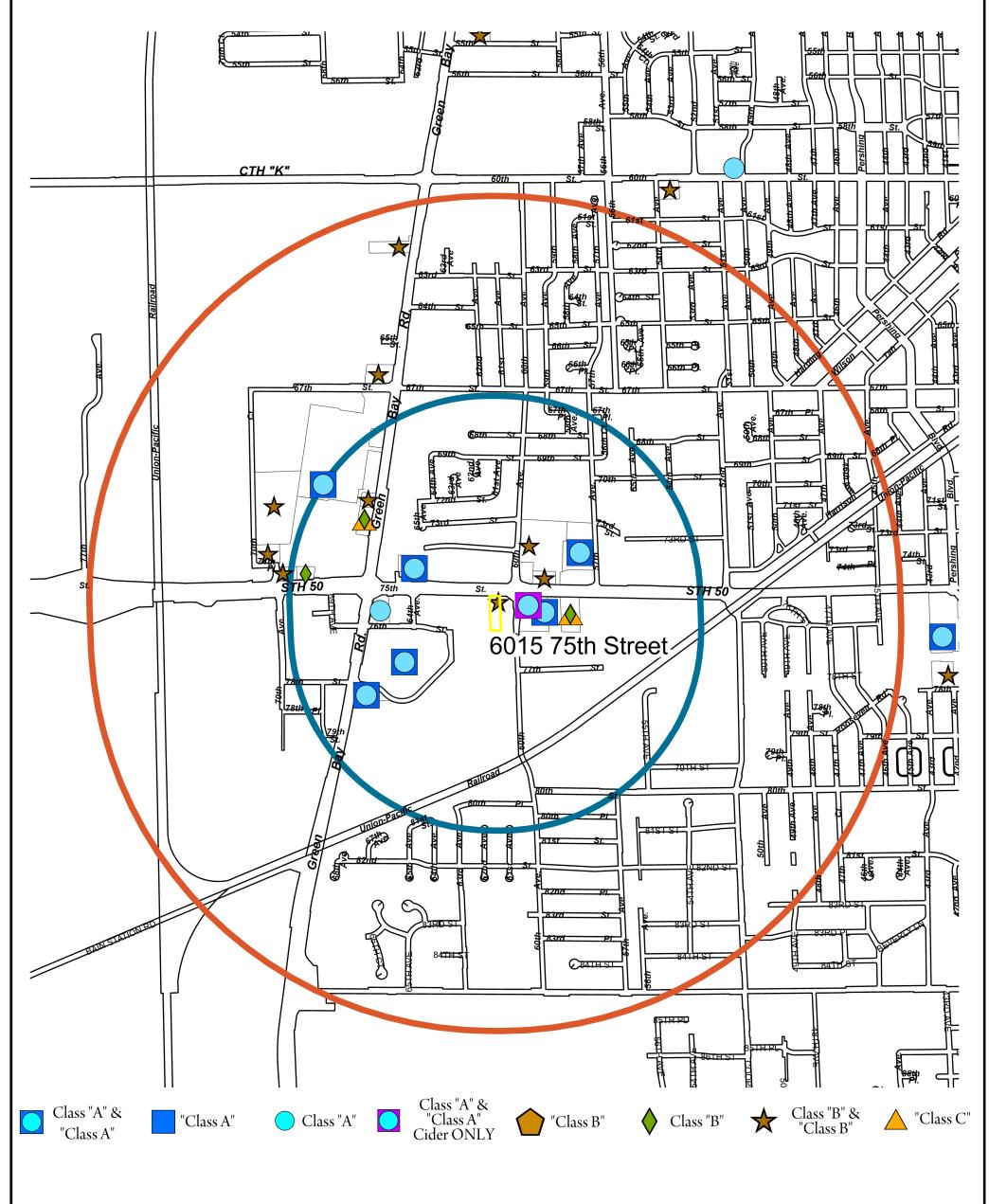
Kenosha, WI 53140

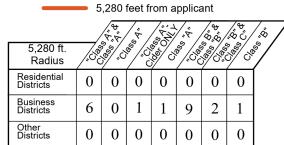
bwilke@kenosha.org

262.653.4049

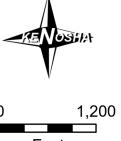
March 4, 2024

## Class "B" Beer/"Class B" Liquor application 6015 75th Street





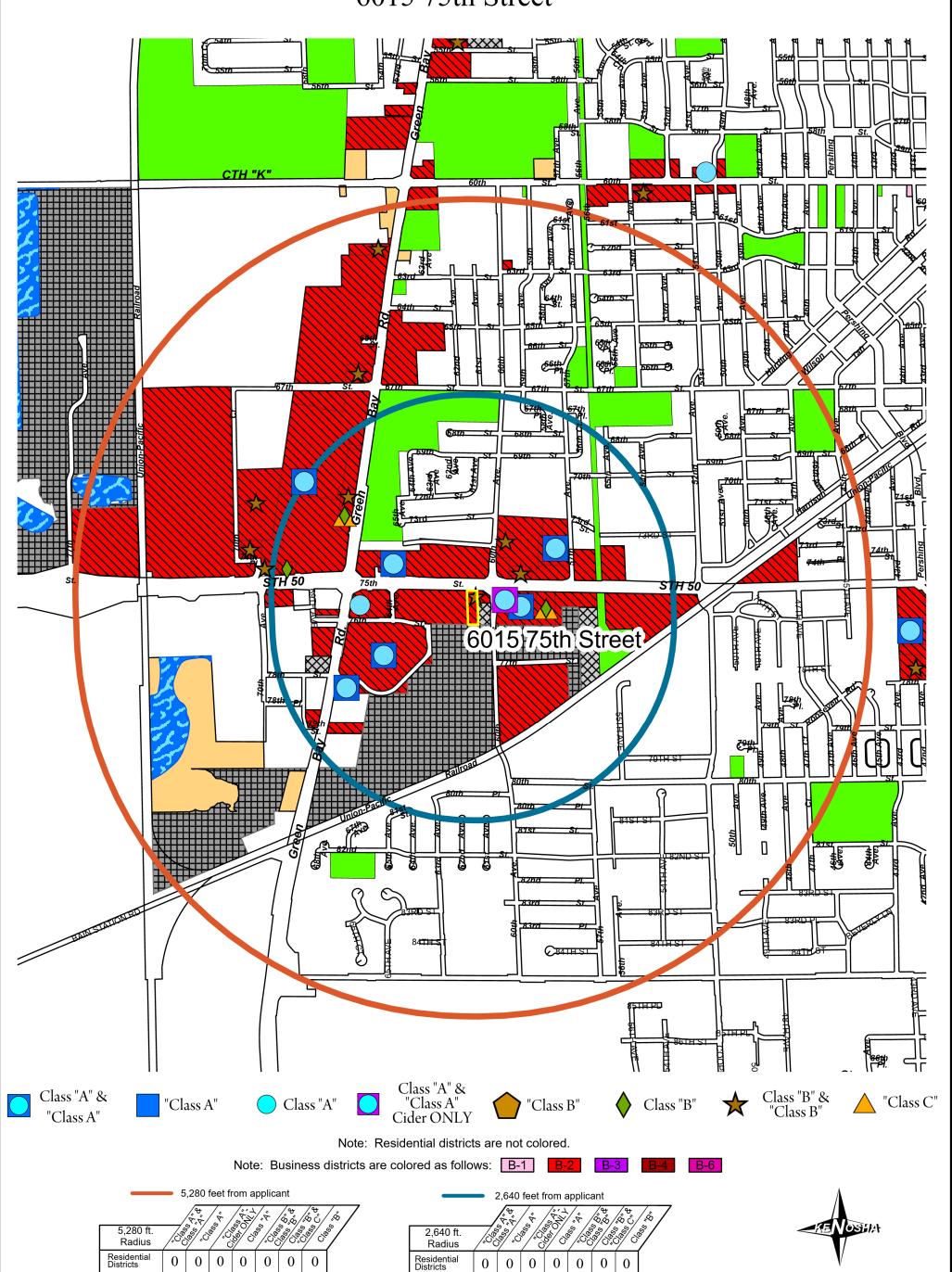
	<b>—</b> 2	2,640	feet f	rom a	applic	ant		
2,640 ft. Radius	100		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\				\tilde{b} \frac{1}{2}
Residential Districts	0	0	0	0	0	0	0	
Business Districts	6	0	1	1	5	2	1	
Other Districts	0	0	0	0	0	0	0	



Feet

Common Council Agenda Item C.5.

## Class "B" Beer/"Class B" Liquor application 6015 75th Street



DCD ~ City Clerk-Treasurer LPLITEM 6 arruary 6, 2024 ~ mc Common Council Agenda Item C.5.

Business Districts

Other Districts

Business Districts

Other Districts

 1,200 Feet

### **Alcohol Beverage License**

**Police Record Report** 

	APPLICANT INFORMATION											
Date of Application	Name of Applicant	Address of Applicant	Driver's License Status									
2/9/2024	Jagjeet Singh	8400 Fox Haven Chase - Sturtevant	Valid									
License Number	New or Renewal	Business (where license is to be used)	Business Address									
	N	India Masala House	5745 75th Street									

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
5/21/2022	OPERATING WHILE INTOXICATED	GUILTY	Y	50

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

	CITY ATTORNEY'S COMMENTS
Agent Rattandeep Kaur	

	FINAL RECOMMENDATION									
X	GRANT, Subject to 50 Demerit Points  DENY, based on material police record (substantially related to the license activity)									
	DEFER or GRANT, subject to Non-Renewal Revocation due to False Application									

AT-106 (R. 07-23)

Common Council Agenda Item C.5.

indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)?.... Yes

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for

2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or

If yes, please explain using the space below. Attach additional sheets if necessary.

Part C: For Corporate/LLC Applica	ints Only		·					
1. State of Registration	······································	F-120V012	2. Date	of Registration	<del></del>			
WT-			1	10/18/12033				
Is the applicant business owned by and parent company below, include parent company's principal members, manager	company members in Pa	rt D, and attach F	orm AT-103 for all	ll of the parent	<u></u>			
Name of Parent Company		FEIN of Parent Co	ompany					
Does the parent company or any of its interest in any other alcohol beverage if yes, please explain using the space	wholesaler or producer (	(e.g., brewer, bre	wpub, winery, dis	rect or indirect tillery)?	□ No			
5. Agent's Last Name	Agent's Fi	rst Name	· · · · · · · · · · · · · · · · · · ·	Phone				
KAUR	120	TTAN	1880	202-4	76-\$188			
Part D: Individual Information								
A Supplemental Questionnaire, Form AT-103, n any parent company as indicated in Part C. Pe or nonprofit organization, all partners of a partn	rsons in the applicant busine tership, and all managing me	ess include: sole pro embers and agent o	oprietor, all officers, f a timited liability of	directors, and agent of a corpompany.				
List the full name, title, and phone number								
Last Name	First Name		Title	Phone				
KAUR	RATTENO	955b	HEMPS	D 369-40	16-5168			
SWAH	JAGJEET		MEMBE	DP-602 S.	36 <u>P-6</u> 6			
Part E: Attestation	(			. ,				
Who must sign this application?		•						
sole proprietor     one general part	tner of a partnership	one corporate	officer • or	ne managing member of a	n LLC			
READ CAREFULLY BEFORE SIGNING: Use that I am acting solely on behalf of the application that the rights and responsibilities conferred this business according to the law, including lack of access to any portion of a licensed preand grounds for revocation of this license. I state law. I further understand that I may be any person who knowingly provides material	cant business and not on be by the license(s), if granted but not limited to, purchasin emises during inspection will understand that any license prosecuted for submitting fa	ehalf of any other in d, will not be assign g alcohol beverage Il be deemed a refu issued contrary to alse statements and	he above questions individual or entity so ned to another indi- is from state author sal to allow inspecti Wis. Stat. Chapter f affidavits in conne	s completely and truthfully. I eeking the license. Further, I vidual or entity. I agree to o ized wholesalers. I understar ion. Such refusal is a misder 125 shall be void under pen ection with this application, ar	agree agree perate not that neanor nalty of			
Signature		Date		00/000				
			$\bigcirc \alpha $	<u> 17606/180</u>				
Name (Last, First, M.I.)	0.000							
Title	Email	-CV	18.6	Phone				
MEHBER		imasala	ON-HOOK		5188			
Part F: For Clerk Use Only								
Date application was filed with clerk	Date reported to governi	ng body	Date provision	onal license issued (if applica	ble)			
Date license granted	License number		Date license	te license issued				
Signature of Clerk/Deputy Clerk			<b>_l</b>	-v- <u>-</u> -v-				

AT-108 (R. 07-23)

Enter	to	che	ck	applic	cable	bo	oxes.	

### Save | Fills

### Date

### Form AT-103

### **Alcohol Beverage License Application Supplemental Questionnaire**

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

• sole proprietor

- · all officers, directors, and agent of a corporation or nonprofit organization
- · all partners of a partnership
- · managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted

Total diseases seriologe application of tenewal is not complete unit	in an required outpremental squestionnaires are submitted.
Part A: Premises/Business Information	The state of the s
Registered Entity Name (or individual name if sole proprietor)	
INDIA HASALA	HOUSE LLC
2. Trade Name or DBA	11
- JUDIA HASALA	40x5
3. Entity Type (check one)	
Sole Proprietor Partnership Cimited Liabili	lity Company
Part B: Individual Information	
1. Name (Last, First, M.I.)	_
	TANDEEP
2. Relationship to Registered Entity (Title)  3. Email	4. Phone
HEMBER Indiamas	Salchouse@atlock.com 201-496-5188
5. Home Address	
8400 Fox Haven Chase	7. State 8. Zip Code 9. Date of Birth
6. City	7. State 8. Zip Code 9. Date of Birth
10. Drivers License/State ID Number	11. Drivers License/State ID State or issuance
10. 5	WT
Part C: Address History	
Part C: Address History	
List in chronological order your last two residence addresses within	in the last 5 years.
Previous Address 1	
Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)
1) MAN CHUVE, WI S3186	Dates (MWV1111-1010V11111)
Previous Address 2	3 10710010 011001
2266 Center Court North #	4
Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)
Grand Island, NY 140°	09 a01 - 09 a018
Part D: Employment History	
List in chronological order your last two employers within the last	5 years.
Employer's Name	•
CRUCKHART HOBIL & Honney	Treo Hobic
Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)
10500 Hotteny St Burlington, U	U153105 101/2015- PREAT
Employer's Name	
Laldona Mobil	
Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)
7100 Douglas Du Pacine, W	11.53402 109/18 - PRENT

AT-103 (R. 06-23)

Wisconsin Department of Revenue

Part E: Criminal History	
Have you ever been convicted of any offenses (other than traffic offenses unr for violation of any federal, Wisconsin, or another state's laws or of any count	
If yes to question 1, please list details of each conviction below. Attach addition	onal sheets as needed.
Law/Ordinance Violated	Trial Date
Penalty Imposed	Was sentence completed? Yes No
Law/Ordinance Violated	Trial Date
Penalty Imposed	Was sentence completed? Yes No
Are charges for any offenses currently pending against you (other than traffic beverages) for violation of any federal, Wisconsin, or another state's laws or a state of the control	any county or municipal
ordinances?	Yes 🗹 No
If yes to question 2, describe nature and status of pending charges using the sheets as needed.	e space below. Attach additional
Part F: Questions	
1. Have you lived in any state other than Wisconsin as an adult? If yes, please If no, continue to question 2.	S SEAL STATE OF STATE
Wisconsn - (1995-09/24)	) £ ·
2. How long have you continuously lived in Wisconsin prior to the date of applications and the second secon	ation? Years Months
<ol><li>Do you hold a direct or indirect interest in any alcohol beverage wholesaler or brewpub, winery, distillery)? If yes, please explain using the space below. Atta</li></ol>	r producer (e.g. brewer, ach additional sheets as needed. Yes No
Part G: Attestation	All the second of the second o
READ CAREFULLY BEFORE SIGNING: I understand that any license issue under penalty of state law. I further understand that I may be prosecuted for subwith this application, and that any person who knowingly provides materially for forfeit not more than \$1,000 if convicted.	omitting false statements and affidavits in connection
Signature	Date Date

•					,																-
	<b>Ente</b>	r	ŧ	0	ф	e	C	k	ap	p	Ì	c	al	þ	e	ţ	X	)	Œ	S.	



## Date

### Form

**AT-103** 

### **Alcohol Beverage License Application Supplemental Questionnaire**

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

· sole proprietor

- all officers, directors, and agent of a corporation or nonprofit organization
- · all partners of a partnership
- · managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted.

Part A: Premises/Business Information	
Registered Entity Name (or individual name if sole proprietor)	
JUDIA MASACA HOUSE (1)	<u>C.</u>
Trade Name or DBA	
JUDIA HASAGA HUSE	
. Entity Type (check one)	
Sole Proprietor Partnership Limited Liability Company	☐ Corporation ☐ Nonprofit Organization
art B: Individual Information	
Name (Last, First, M.I.)	
SNGH, JAGJEET	
Relationship to Registered Entity (Title) 3 Email	4. Phone
HEMPER Indianasala varse R	2 outlor.com 202-902-429
Home Address	
BYLL FOX HOUSE CHASE	
City 7. State 8. Zip C	Code 9. Date of Birth
STURTENANT WIS	3(7)
	vers License/State ID State of Issuance
	WI
	<u> </u>
and Co. Address History	
art C: Address History	· · · · · · · · · · · · · · · · · · ·
ist in chronological order your last two residence addresses within the last 5 years.	
revious Address 1  OS 13-th Auc	
revious City, State, Zip	Dates (MM/YYYY - MM/YYYY) <sub>i</sub>
Union Grove, WI S3183	$-1$ $\cos(2\pi k)$
revious Address 2 2206 Center Court North #4	
	Data (MANAGO) MANAGO
revious City, State, Zip	Dates (MM/YYYY - MM/YYYY)
Grand Island, NY 14072	1 09(a)(7 0.41000
art D: Employment History	
ist in chronological order your last two employers within the last 5 years.	
mployer's Name	
CALEMONA HUBIL	
mployer's Address	Dates Employed (MM/YYYY - MM/YYYY)
7100 Daugas Ave Racine, W 53402	179/1018 - Pesent
mployer's Name	TO LINES I NOTE
Quick Mar Mobil	
mployer's Address	Dates Employed (MM/YYYY - MM/YYYY)
COSG McHeny St Budinglan, 1NJS 3/05	104/2002-06/2003

Part E: Criminal History			•	
Have you ever been convicted of any offenses (other than traffic offenses un for violation of any federal, Wisconsin, or another state's laws or of any coun			Yes	☐ No
If yes to question 1, please list details of each conviction below. Attach addition	onal sheets as r	needed.		
Law/Ordinance Violated  OW I - MAY 2023	7	rial Date	<i></i> Ъ-	
FEES, LICENSE Points reduction	Was sentence	completed?	Yes	☐ No
Law/Ordinance Violated	T	rial Date		
Penalty Imposed  Tinus Paicl	Was sentence	completed?	Yes	□ No
Are charges for any offenses currently pending against you (other than traffic beverages) for violation of any federal, Wisconsin, or another state's laws or ordinances?			. T Yes	No
sheets as needed.				
Part F: Questions				
1. Have you lived in any state other than Wisconsin as an adult? If yes, please If no, continue to question 2.  New York	list them in the	space below.	Yes	∏ No
2. How long have you continuously lived in Wisconsin prior to the date of applic	cation?	/ears	Months	
Do you hold a direct or indirect interest in any alcohol beverage wholesaler of brewpub, winery, distillery)? If yes, please explain using the space below. Att			☐ Yes	No.
Part G: Attestation				
READ CAREFULLY BEFORE SIGNING: I understand that any license issuunder penalty of state law. I further understand that I may be prosecuted for su with this application, and that any person who knowingly provides materially	bmitting false st	tatements and affid		nection
to forfeit not more than \$1,000 if convicted.	false informatio	n on this application		equired



Linir



# Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.
To the governing body of: Village of KENUSIA County of KENUSIA TO County of KENUSIA
The undersigned duly authorized officer/member/manager of
a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as
located at S745 7574 ST VENCHA JUL 53NA
appoints Rationdeep Kaur
(Name of Appointed Agent)  (Name of Appointed Agent)  (Home Address of Appointed Agent)
to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?
Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
Is applicant agent subject to completion of the responsible beverage server training course? Yes You How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin?
Place of residence last year EUO FOX HOVEN CHOSE Sturkvantglw 153142
For:
By:
(Signature of Officer / Menager)  Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.
ACCEPTANCE BY AGENT  I, Print Type Agent's Name)  ACCEPTANCE BY AGENT  , hereby accept this appointment as agent for the
corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.  Agent's age  (Signature of Agent)  Agent's age  (Date)  Agent's age
APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)
I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.
Approved on by Title
AT-104 (R. 4-18)  Wisconsin Department of Revenue



### RESPONSIBLE ALCOHOL BEVERAGE SERVER TRAINING COURSE CLKSTC (rev. 08/17)

Before a Beer/Liquor, Wine, or Operator's (Bartender's) license will be issued, the applicant:

- Individual
- Both Partners
- Agents of Corporations

Must complete a responsible alcohol beverage server training course in Wisconsin.

Approved courses include T.I.P.S., C.A.R.E., www.learntoserve.com, Wisconsin National Restaurant Association, the Professional Bartending School of Wisconsin, or a Wisconsin vocational, technical, and adult education facility.

Exemptions: Within the past two years, applicants who have held a retail alcohol beverage license or an operator's (bartender's) license or completed a responsible beverage server training course in Wisconsin.

The undersigned applicant(s)/agent has/have read and understood the above information regarding the responsible alcohol beverage server course requirement.

Individual/Partner/Member Signature Date

Partner/Member Signature Date

FOR OFFICE USE ONLY

### FOR OFFICE USE ONLY

Check One:

Must complete alcohol beverage course server training course.

Proof of completion of a responsible alcohol beverage server training course in Wisonsin during the past two years is attached.

Proof of holding a beer/liquor license or an operator's (bartender's) license in Wisconsin within the part two years is attached.

Clerk Signature

Date

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: (NOTE: Name Must App	First Name: ear Exactly As It Appears On	Driver's License Or State I	TEEP MI:
Home Address: 840 FeX +	towen CHO	SE STURTE	STATE ZIP
	r's License #: White STATE	_	Nomber
License Applied For: PUSINGS CCO	nses		
PLEASE NOTE: You may purchase a copy of y Safety Building, 1000-55th St. Additionally, chec Note: You must write your tickets, charges, citat	k the WI Circuit Court A	ccess website to obtai	n your circuit court records.
<ol> <li>Have you <u>ever</u> received any <b>tickets</b> or be If yes, provide: Charge, State, Date, Res (Examples: Speeding, WI, 5/8/2012, G</li> </ol>	sult (Include pending	charges.)	
CHARGE	STATE	DATE	RESULT
LES-TRAFFICUIDLATIONS (Y. DILLANY YEARS AGO Cannot Romember Cletails, Tens fichts However In last 6 years or So.	b) WI	204-9017	tickets paid
Have you <u>ever</u> had your <b>driver's license</b> If yes, provide: Charge, State, Date	suspended or revo	ked <u>in any state</u> ? □	Yes DNo
CHARGE	STATE		DATE

Applicant's Report - Police Record, Page 1

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

CHARGE	STATE		DATE
Have you <u>ever</u> , while operating a binvolving unfair trade practices, unlif yes, provide: Charge, State, Date	ethical conduct, or discrimina	ation <u>in any state</u>	
CHARGE	STATE	DATE	RESULT
Construction of the contract o	L. Cod to allocation lives	DINCA II	Total Law - Dece
CROVE, WI 7 531 82 3 ADDOCATE A		14 53402 C	Rogal Rexnord -1 53142
GROVETULI 53182 3 ADDOCATE A	TION DOUGHS Are (Cocino Augusta) 10400 75111 Sine address for the past (5) fi	uil \$3402 (*) ikenoska, Wi ve years? bYe	<u>Rogal Rexnord -</u> 1 8-3142 B   No
Have you lived at your current hom If no, please list all addresses which	TICO DOLLAR AN (LOCING AUROLA 10400 15th 5 the address for the past (5) flich you have resided at in the that if any of the information	ve years? bye past (5) five yea	Rogal Roxnarl -   5-3/42 5 - No rs: , and/or incomplete, y
Have you lived at your current hom If no, please list all addresses which have you, the applicant, understand be subjected to the penalties speci	that if any of the information in the code of G	ve years? b Yes past (5) five yea  provided is false eneral Ordinance	Rogal Roxnarl →  5-3/42  5 □ No  rs:  , and/or incomplete, yes, which is printed or

### 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

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



### STATEMENT OF ECONOMIC IMPACT FOR CLASS B BEER AND/OR CLASS B LIQUOR LICENSE CLKSEI (rev. 11/17)

<u>C</u>	CHECK ALL THAT APPLY:	
Ŋ,	CLASS B BEER CLASS B LIQUOR CLASS A BEER CLASS A LIQUOR	
1.	Licensee Name: JWDA HASAGA HOUSE LCC	
	CORPORATION, PARTNERSHIP, OR INDIVIDUAL	
2.	Trade Name: TNDIA MASALA HOUSE	
3.	16800 W. CLEVELAND AVE. Property Owner & Address: CSC7 DEVELOPHENT LLP - NEW BELLING WI 53151	
	If applicant is not owner, does applicant have a lease agreement with the owner? DYES D No (Note: Proof Of Property Ownership Or Proof Of An Executed Lease Must Be Provided To The City Clerk Before The License Will Be Issued.)	
4.	. Square footage of building: 6309 Assessed value of property: \$2.503 million for	tal din
5.	Estimated number of full time employees: part time employees:	(
6.	. Assessed value of personal property (FURNITURE, FIXTURES, EQUIPMENT TO BE USED IN THE BUSINESS):	
7.	Gross Monthly Revenue – According to Section 10.03, applicants must come within 70% of the estimate of gross monthly revenue for alcohol beverages after one full license term or the license may be subject to revocation.	
	FOR EACH PRODUCT, PROVIDE GROSS MONTHLY REVENUE AND BASIS FOR ESTIMATES:	
	a) ALCOHOLIC BEVERAGES: SOO - TOO	
	b) FOOD: \$14,500 - \$15,00	
	c) OTHER (SPECIFY):	
	d) TOTAL GROSS MONTHLY REVENUE: \$15,000	
l h	hereby certify that the information above is true, correct and complete in all materiel respects.	
	INOVA HASACA HURELL	
C	corporation Name	
	126 30/60 - 35	
In	ndividual/Partner/Member Signature Date	
	artner/Member Signature Date  Out of the state of the sta	
P	Partner/Member Signature Date	

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



OFFICE USE ONLY
WI SELLER'S PERMIT:
PAYMENT RECEIPT:

## AGREEMENT – WISCONSIN SELLER'S PERMIT CLKWSP (rev. 11/17)

Licensee: Two Masaca House License Type:
,
Name of Licensed Premises:
Address of Licensed Premises: 5745 7574 ST KENOSHA JUL S3140
WHEREAS, the above applicant was granted the above license by the Common Council of the City of Kenosha, Wisconsin on the day of,, subject to obtaining a Wisconsin
Seller's Permit, and
WHEREAS, applicant had applied for such permit to the Wisconsin Department of Revenue, but said permit will not be acted upon for four to six weeks, and
WHEREAS, the Wisconsin Department of Revenue does not object to applicant conducting the above business while the application is pending, and applicant desires to commence operating said business as soon as possible.
WITNESSETH
NOW THEREOF, the undersigned applicant, in consideration of being issued the above license by the City Clerk, and upon meeting other conditions of license approval, does herein and hereby agree that should the Wisconsin Department of Revenue deny the application for a Wisconsin Seller's Permit, that applicant's license, above described, is null and void, without any requirement for notice of hearing respecting revocation/non-renewal, and that this document constitutes a written surrender of said license.
1 00/8 lawy
Individua[//Partner/Member Signature Date
Partner/Member Signature Date

(Note: All persons who signed the license application must sign this agreement. Copy of Wisconsin Seller's Permit application and receipt of permit fee payment must be attached.)



### **AFFIDAVIT - CLASS C WINE LICENSE CLKCWL** (rev. 11/17)

1, Rattandeep Yaur, being	duly sworn, on oath, do hereby affirm that the
business located at S745 7574S4 KEKOSI	$\frac{1}{1}$ is a restaurant in which the sale of alcohol
beverages will account for less than fifty (50%) percent of gro	oss receipts; and:
CHECK ONLY ONE:	
□ The restaurant does not have a	barroom.
☑ The restaurant has a barroom in	n which wine is the only intoxicating liquor sold.
I understand a Class C Wine license may not be issued to a person acting as agent for or in the employ of another.  Indiv/dual/Partner/Member Signature  Date  Date	foreign corporation, a foreign liability company or a
Subscribed and sworn to before me this 8th Notary Public  My Commission Expires: 1-31-2027	day of February, 2024.



## AFFIDAVIT - DELINQUENT BILLS CLKAFF (rev. 11/17)

1, <u>later laur</u> , being duly sworn, on oath, do hereby affirm that, as of
the 8th day of FEB , 2024, I do not owe any bills
for the purchase of intoxicating liquors which are more than thirty (30) days old, nor, do I owe any bills for the
purchase of fermented malt beverages which are more than fifteen (15) days old, nor, do I owe any Personal
Property tax to the City of Kenosha, Wisconsin.
Individual/Partner/Member Signature Date  Date  Date
Partner/Member Signature Date
Subscribed and sworn to before me this 8th day of Jebruary, 2024  Notary Public
My Commission Expires: 1-31-2027

\$25.00

## City of Burlington OPERATOR'S LICENSE

Given under my hand and the Corporate Seal of the City of Burlington, Racine and Walworth County, State of

Wisconsin Wisconsin Challach

MISCONST

Diahnn C. Halbach, City Clerk

WHEREAS, the local governing body of the City of Bit. 180%. Racine and Walworth County, Wisconsin, has upon application duly made, granted and authorized the issuance of an "Operator's License" to:

Rattandeep Kaur - LIC# 2023-24.026

AND WHERES, the said applicant has paid to the treasurer the sum of \$25 as required by local ordinance and has complied with all requirements necessary for obtaining a license.

NOW THEREFORE, an "Operator's License" pursuant to sections 125,32(2) and 125,68(2) of the Wisconsin Statutes and local ordinances is hereby issued to said applicant.

ISSUED: JULY 1, 2023 EXPIRES: JUNE 30, 2024



WISCONSIN DEPARTMENT OF REVENUE PO BOX 8902 MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902 MADISON, WI 53708-8902 ph; 608-266-2776 fax; 608-224-5761 email: DORBusinessTax@wisconsin.gov website: revenue.wi.gov

Letter ID

L1034889264

000051

RATTANDEEP KAUR INDIA MASALA HOUSE LLC 8400 FOX HAVEN CHASE STURTEVANT WI 53177-3800

### Wisconsin Department of Revenue Seller's Permit

Legal/real name:

INDIA MASALA HOUSE LLC

Business name:

INDIA MASALA HOUSE

5745 75TH ST

KENOSHA WI 53142-3603

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- · You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit
  at all events.

Tax Type

**Account Type** 

**Account Number** 

Sales & Use Tax

Seller's Permit

456-1031528506-04

## INDIAN MASALA HOUSE

### **SUMMARY**

The purpose of this business plan is to open India Masala House, a dine-in Indian restaurant with a wide variety of authentic dishes of the Indian origin. We will be leasing the former Charcoal Grill located at 5745 75<sup>th</sup> Street Kenosha, WI 53142. We believe Kenosha is a beautiful diverse city with many diverse food options but is very limited to Indian food flavors. Thus, our purpose of opening the restaurant in the heart of Kenosha.

### **MISSION**

The mission of India Masala House is to provide customers with outstanding quality and experience with authentic Indian food.

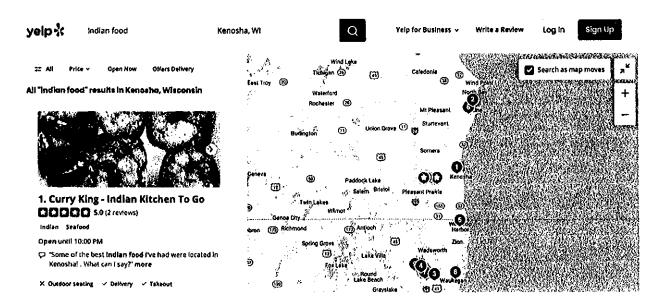
### **MANAGEMENT TEAM**

The restaurant is founded and operated by, husband & wife, Jagjeet Singh and RD Kaur. Jagjeet Singh has a studied a bachelors degree in Hotel Management and Culinary Arts from Tuli College of Hotel Management located in Nagpur, India. RD Kaur has a Bachelors of Science Degree in Finance and Masters in Business Administration (both completed from University of Wisconsin-Parkside) and has 10+ years of various finance experience in the banking, (corporate) medical and retail industries. Owners dream is to offer a family experience of Indian restaurant in Kenosha.

### MARKET ANALYSIS

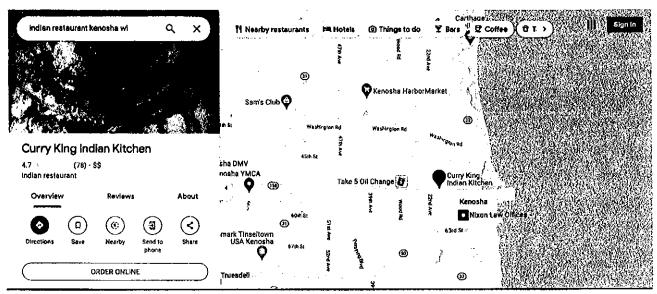
We completed an online search of "Indian Food" or "Indian Restaurant" in Kenosha and below were our findings per Google and Yelp. The only Indian restaurant in Kenosha is Curry King located within Moes Liquor & Supermarket at 1916 52<sup>nd</sup> Street, Kenosha, WI 53140 only offering delivery and/or take out. We believe that a City as diverse as Kenosha should offer another variety to its residents.

We feel our location is ideal as its located on a busier highway with retail shopping center in close proximity.



### Source:

https://www.yelp.com/search?find\_desc=Indian+food&find\_loc=Kenosha%2C+Wl



### Source:

https://www.google.com/maps/place/Curry+King+Indian+Kitchen/@42.5882214,-87.873878,13z/data=!4m6!3m5!1s0x88055fcc71a91319:0xc580c25fc2bdaa86!8m2!3d42.5882214!4d-87.8326793|16s%2Fg%2F11tws|6py|?entry=ttu

### **FUNDING**

All start-up costs associated with the opening of India Masala House will be personally funded by founders.



### **VOLUNTARY LICENSE SURRENDER CLKVLS** (rev. 08/17)

Licensee: TNDIA MASACA HOSE ((C) CORPORATION, PARTNERSHIP, OR INDIVIDUAL
Trade Name: TODA MASPIE HUSE
Trade Address: 5745 757 ST KENOSHA, WI 55142
being first duly sworn on oath, says individual/Partners/MEMBER OF CORP.
that he/she is the holder of the following license(s) (check all that apply) issued by the City of Kenosha, WI:
<ul> <li>□ "Class B" Liquor</li> <li>□ Class "B" Beer (Fermented Malt Beverage)</li> <li>□ "Class A" Liquor</li> <li>□ Class "A" Beer (Fermented Malt Beverage)</li> <li>□ "Class C" Wine</li> </ul>
Affiant will surrender said license #(s) <u> </u>
2   2   2   4     Partner/Member Signature   Date   Date
Subscribed and sworn to before me this

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



Julia Heiser < jheiser@kenosha.org>

### Class "B" Beer/"Class B" Liquor License Application - India Masala House

### Brian Wilke <br/> <br/> bwilke@kenosha.org>

Wed, Feb 14, 2024 at 12:05 PM

To: Julia Heiser <jheiser@kenosha.org>, "padjen, alyssa" <apadjen@kenosha.org>, cityclerk <cityclerk@kenosha.org>

With the comments and maps below, City Development recommends approval of the license subject to a hold for a new occupancy permit. The occupancy permit has been applied for, but not yet issued.

### Brian R. Wilke, AICP

**Development Coordinator** 

City Development

625 52nd Street - Room 308

Kenosha, WI 53140

bwilke@kenosha.org

262.653.4049

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

From: Michael Callovi <mcallovi@kenosha.org>

Date: Tue, Feb 13, 2024 at 9:01 AM

Subject: Fwd: Class "B" Beer/"Class B" Liquor LIcense Application - India Masala House

To: Wilke, Brian <bwilke@kenosha.org>

Please find attached the maps for India Masala House. There are no churches, schools or hospitals within 300 feet of the proposed premises.

If there is anything else, please let me know.





### -Mike

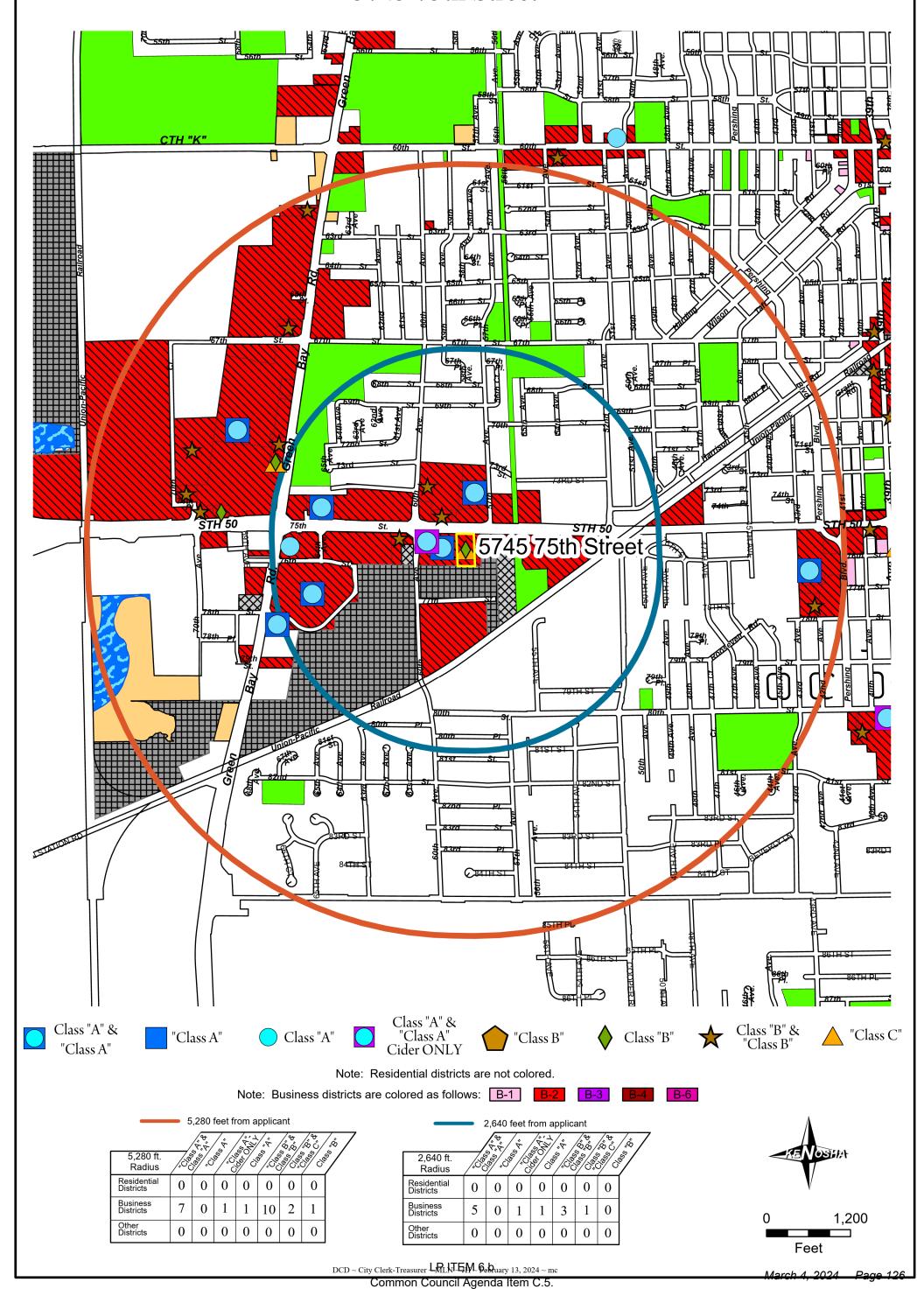
[Quoted text hidden]

### 2 attachments

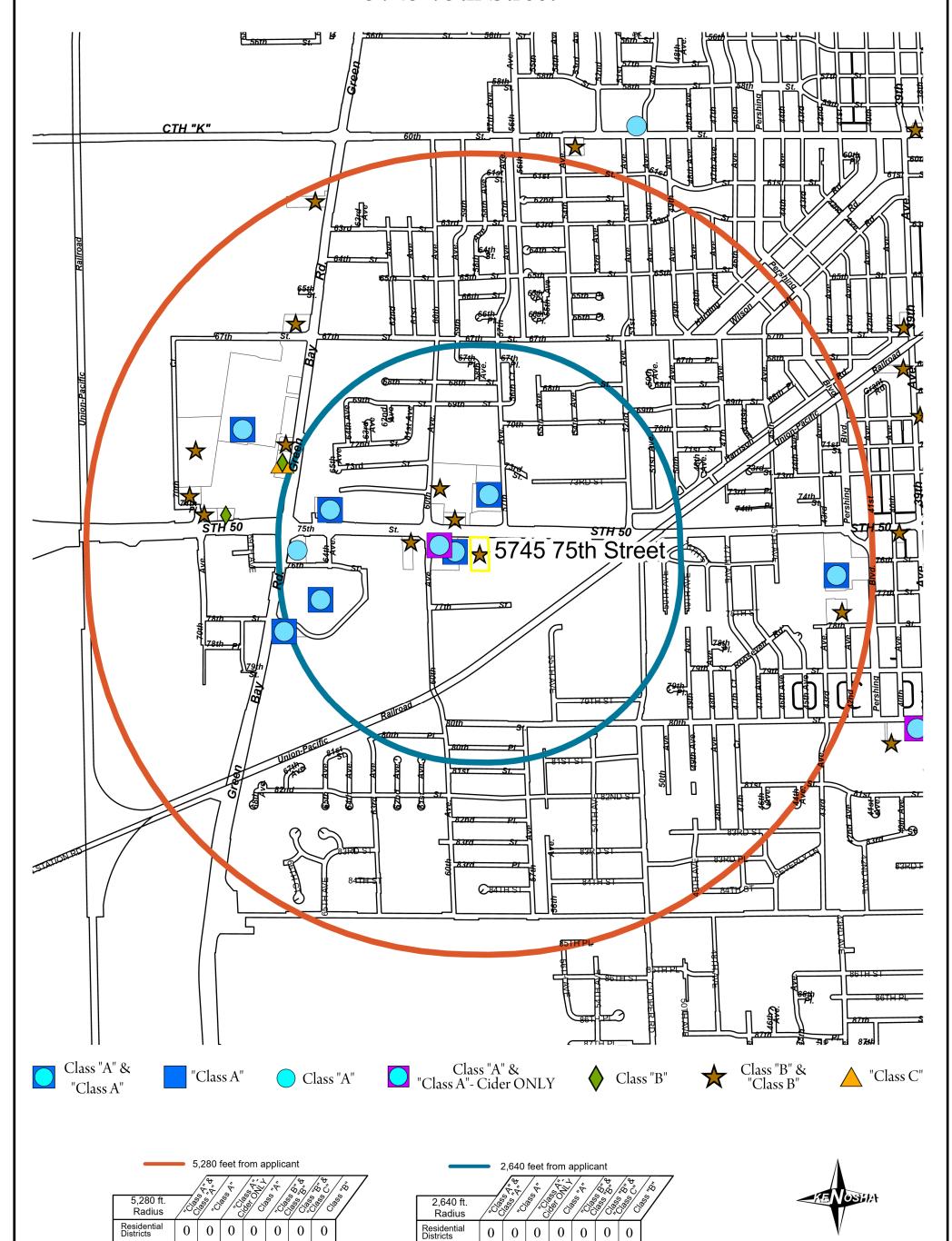


India Masala House - Liquor - Memo.pdf 177K

# Class "B" Beer/"Class B" Liquor application 5745 75th Street



# Class "B" Beer/"Class C" Wine application 5745 75th Street



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Business Districts

Other Districts

Business Districts

Other Districts 0

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11

Feet

1,200

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Calle	£ 1100	recl -	
City o	of Ke	105ha 12024	

	Feb 26		March - S	un	
Form AT-106	Mar 40	riginal Alcohol I	Beverage		CLERKS ONLY
icense(s) D		License Applie	cation	License Period	× 2024
License(s) Requested					
☐ Class "A" Beer ☐ Class "B" Beer		"Class A" Liquor	\$	License Fees	\$ -250 200
☐ "Class C" Wine		Class B" Liquor	\$	Publication Fee	\$ 23
Reserve "Class B" Lic		☐ "Class A" Liquor (Cider	Only) \$	Background Check	\$ 0
	η	☐ "Class B" (Wine Only) \	Vinery \$	Total Fees	\$ -273 223
Part A: Premises/Bo 1. Legal Business Name (r Betty and Rose 2. Trade Name	registered ontitue	t <b>ion</b> or individual's name if sole pr	oprietorshin)		~ 13225
2. Trade Name or DBA Betty Cincl Ro 3. Premises Address	orald's		,		
2105 Danel A	ue				
Kenosha		5. Municipality		6. Aldermanic District	
7. Mailing Address (if differen	nt from premises addre	Kenusha Kenusha		6	
8. FEIN 87 - 1439309 10. Premises Phone 262 676 1113 12. Entity Type (check one)		9. Wisconsin Selle 456-1030  11. Premises Emai	184358-02		
Sole Proprietor  13. Premises Description -	Partnership  Describe the building s, if used, for the sale and stored ONLY of	MCD .	pany	oration Nonpro to be sold and stored. If alcohol beverages and attach additional sheets	it Organization Describe all rooms I records. Alcohol if necessary.
Claset in back	will be User	l as storae ae	Δ.	FEB 0 9 3:20 CITY OF KE CITY CLERK/T	2024 2 JH
Part B: Questions		gre ge dire	-,		
1 Have the next	or sole proprietor sa	tisfied the responsible boy	Orono		
this license period? Submitthis license period? If yes, please explain using	s or its partners, offi s or its partners, offi hol beverage whole the space below. A	sible Beverage Server Trai icers, directors, managing saler or producer (e.g., bre ttach additional sheets if n	erage server trainin ning Course Certific members, or agent wer, brewpub, wind ecessary.	g requirement for cate	Yes No
06 (R. 07-23)					

Part C: For Corporate/LLC Applica	ints Only							
State of Registration     2. Date of Registration								
Wisconsin			08/16/22					
Is the applicant business owned by and parent company below, include parent company's principal members, manage	company mem	bers in Pa	rt D. and attach	Form AT-1	name and FEIN of t	ent	■ No	
Name of Parent Company	FEIN of Parent Company							
Does the parent company or any of its interest in any other alcohol beverage If yes, please explain using the space	wholesaler or	producer	e.g., brewer, b	rewpub, wi	ld any direct or indir nery, distillery)?	ect Yes	No	
The second secon			rst Name	Phone				
TharpE		Micah	, E			(334)657-	-5626	
Part D: Individual Information			<u> </u>					
A Supplemental Questionnaire, Form AT-103, m any parent company as indicated in Part C. Per or nonprofit organization, all partners of a partner	rsons in the appl	icant busine	ess include: sole p	proprietor, all	officers, directors, and	applicant busir	ness and rporation	
List the full name, title, and phone number t	for each persor	n below. At	tach additional	sheets if no	ecessary.			
Last Name	First Name		7	Title		Phone		
Thanpe	Micah,	E		Owner	Owner		(334)657-5626	
	•							
Part E: Attestation								
Who must sign this application?								
sole proprietor     one general particular	ner of a partne	rship	<ul> <li>one corporat</li> </ul>	te officer	<ul> <li>one managing</li> </ul>	member of a	in LLC	
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.						I agree operate and that meanor nalty of		
Signature								
02/09/2024								
Name (Last, First, M.I.)								
Thanpe, Micah, E	Em	nail			Phon	ρ		
Cimner			( )			b		
Part F: For Clerk Use Only						<u>r</u>		
Date application was filed with clerk  M 2 9 24	Date reported to governing body		g body	Date provisional license issued (if appli		sued (if applica	ıble)	
Date license granted	License numb	number		Date	Date license issued			
Signature of Clerk/Deputy Clerk								
NT-106 (R. 07-23)		- 2	_					

\*\*Business Plan: Betty and Ronald - Southern Steakhouse and Full Bar\*\*

\*\*I. Executive Summary\*\*

Betty and Ronald and Full Bar 2105 22nd Ave,

Southern Steakhouse

\*\*Mission Statement:\*\*

"Betty and Ronald is dedicated to providing the Kenosha community with a premier Southern-style dining experience, featuring exceptional steaks and a full bar, while maintaining a commitment to responsible alcohol service."

\*\*II. Business Description\*\*

\*1. Concept:\*

Betty and Ronald is a Southern-themed steakhouse offering high-quality cuts of meat, Southern cuisine, and a full bar with a wide selection of cocktails, wine, and beer.

\*2. Location:\*

Situated at 2105 22nd Ave, Kenosha, our restaurant is strategically placed to cater to local residents and visitors seeking a unique dining experience.

\*\*III. Market Analysis\*\*

\*1. Target Market:\*

Our primary target market includes local residents, tourists, and food enthusiasts looking for a Southern-style dining experience.

\*2. Competitive Analysis:\*

We recognize the presence of several dining establishments in the area but believe Betty and Ronald's unique Southern concept and full bar will set us apart.

\*\*IV. Menu and Offerings\*\*

\*1. Menu Highlights:\*

- A variety of hand-cut steaks, including ribeye, filet mignon, and T-bone.
- Traditional Southern dishes like gumbo, jambalaya, and shrimp and grits.
- A curated selection of cocktails, craft beers, and a diverse wine list.
- \*\*V. Marketing Strategy\*\*

- \*1. Promotion:\*
- Engage in local marketing and advertising campaigns to create awareness.
  - Partner with local events and influencers for promotions.
- \*2. Online Presence:\*
  - Maintain an active website with online reservations.
- Utilize social media platforms to showcase our menu and interact with customers.
- \*\*VI. Licensing and Compliance\*\*

To ensure responsible alcohol service, Betty and Ronald is committed to complying with all regulations and requirements set by the Alcohol Review Board, including staff training in responsible alcohol service and age verification.

### \*\*VII. Financial Projections\*\*

- \*1. Startup Costs:\*
  - Licensing and permits
  - Renovation and interior design
  - Kitchen equipment and supplies
- \*2. Revenue Projections:\*
  - Year 1: 740,000
  - Year 2: 765,000
  - Year 3: 785,000

### \*\*VIII. Conclusion\*\*

Betty and Ronald is dedicated to delivering a unique dining experience to Kenosha, Wisconsin, while maintaining the highest standards of responsible alcohol service. We are excited to become an integral part of the community and contribute positively to its economic and social fabric.

Date		
20.0		

### Form

AT-103

### **Alcohol Beverage License Application Supplemental Questionnaire**

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

· sole proprietor

- · all officers, directors, and agent of a corporation or nonprofit organization
- · all partners of a partnership
- · managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted.

		=	5.50		
Part A: Premises/Business Information					
Registered Entity Name (or individual name if solutions)	e proprietor)				
Betty and Renald's LLC	·				
2. Trade Name or DBA					
Betty and Ronald's					
3. Entity Type (check one)	<b>200</b>	w <u>2</u> 8	_	2	
☐ Sole Proprietor ☐ Partnership	Limited Liabi	lity Compar	ny 🗌 Corpora	tion	ofit Organization
Part B: Individual Information					
1. Name (Last, First, M.I.)					
Thanpe, Micah, E.  2. Relationship to Registered Entity (Title)					
100	3. Email			4. Phor	ne
Owner	phylui Cya	hoe Com		(334)	657-5626
5. Home Address	1 0 1				
3413 Kentucky St.	<del></del>	7			
6. City		7. State	8. Zip Code	9 Date	
Racine		WI	53405	/State ID State or issu	
10. Drivers License/State ID Number				/State ID State or issu	lance
			Wiscensin		
Part C: Address History					
List in chronological order your last two resider	nce addresses with	in the last t	5 years.		
Previous Address 1					
3413 Kentucky St Previous City, State, Zip					
Previous City, State, Zip	1000		Da	ates (MM/YYYY - MM/	
Racine, WI. 53405				04 15 2011 -	Present
Previous Address 2					
Previous City, State, Zip			Da	ates (MM/YYYY - MM/	YYYY)
Part D: Employment History					
List in chronological order your last two employ	ers within the last	5 years.			
Employer's Name					
CNH					
Employer's Address			Da	ates Employed (MM/Y	YYY - MM/YYYY)
2701 Oakes Rel			0	5/23/05 - Pr	trais
Employer's Name					
Employer's Address			Da	ites Employed (MM/Y	YYY - MM/YYYY)
AT-103 (R. 06-23)	-	1 -		Wisco	nsin Department of Revenue

Part E: Criminal History				
Have you ever been convicted of any offenses (other than traffic offenses unr for violation of any federal, Wisconsin, or another state's laws or of any count			. 🗌 Yes	No
If yes to question 1, please list details of each conviction below. Attach addition	nal sheets as	s needed,		·
Law/Ordinance Violated		Trial Date		
Penalty Imposed	Was senten	ce completed?	. Yes	☐ No
Law/Ordinance Violated		Trial Date		
Penalty Imposed	Was senten	ce completed?	. Yes	☐ No
Are charges for any offenses currently pending against you (other than traffic beverages) for violation of any federal, Wisconsin, or another state's laws or a ordinances?	offenses unreany county or	elated to alcohol municipal	. 🏻 Yes	No No
Part F: Questions  1. Have you lived in any state other than Wisconsin as an adult? If yes, please I	ist them in th	e space below.		
If no, continue to question 2			Yes	□ No
		Months		
a. How long have you continuously lives in vissorisin prior to the date of applica	iuoii:	19		ļ
3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or brewpub, winery, distillery)? If yes, please explain using the space below. Atta	producer (e.ç ch additional	g. brewer, sheets as needed.	Yes	No No
Part G: Attestation				
READ CAREFULLY BEFORE SIGNING: I understand that any license issue under penalty of state law. I further understand that I may be prosecuted for sub with this application, and that any person who knowingly provides materially fat to forfeit not more than \$1,000 if convicted.	mitting false s	statements and affid.	avits in conf	nection
Signature		Date		
(VI)		02/09/2024		

### Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

must appoint an agent. The following questions must be answered	for a license to sell fermented malt beverages and/or intoxicating liquor d by the agent. The appointment must be signed by an officer of the ty company and the recommendation made by the proper local official.
To the governing body of:  To the governing body of:  Town  Village of Kenosha  City	County of Kenosha
The undersigned duly authorized officer/member/manager of	Hy and Ronald's LLC (Registered Name of Corporation / Organization or Limited Liability Company)
a corporation/organization or limited liability company making applied	cation for an alcohol beverage license for a premises known as
(Trade	e Name)
located at <u>AIOS AAnd Ave</u>	
appoints Micah E. Thanpe	ppointed Agent)
3413 Kentucky St. Racine, UI 53	SUA S
(Home Address of	of Appointed Agent)
	full authority and control of the premises and of all business relative tly acting in that capacity or requesting approval for any corporation/and/or liquor license for any other location in Wisconsin?
Yes Mo If so, indicate the corporate name(s)/limited	d liability company(ies) and municipality(ies).
Is applicant agent subject to completion of the responsible beverag	
How long immediately prior to making this application has the appli	cant agent resided continuously in Wisconsin?
Place of residence last year 3413 Kerrtucky St Raci	ne, WI 53405
For Bolly and Brothly 11	0
By: (Name of Co	prporation / Organization / Limited Liability Company)
	Signature of Officer / Member / Manager)
Any person who knowingly provides materially false information in \$1,000.	an application for a license may be required to forfeit not more than
ACCEPTANO	CE BY AGENT
I, MICAN E. THAMPE (Print / Type Agent's Name)	, hereby accept this appointment as agent for the
corporation/organization/limited liability company and assume full beverages conducted on the premises for the corporation/organiz	all responsibility for the conduct of all business relative to alcohol ation/limited liability company.
(Signature of Agent)	02 09 2024 Agent's age
3413 Kentucky St Racine, WI 53405	(Date)  Date of birth
(Home Address of Agent)	
	BY MUNICIPAL AUTHORITY Schalf of Municipal Official)
I hereby certify that I have checked municipal and state criminal rethe character, record and reputation are satisfactory and I have no	ecords. To the best of my knowledge, with the available information, o objection to the agent appointed.
Approved on by	Title
(Date) (Signature of Proper	r Local Official) (Town Chair, Village President, Police Chief)
AT-104 (R, 4-18)	Wisconsin Department of Revenue



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

Last Name: TharpE (NOTE: Name Mu	First Name: M	ICAh n Driver's License Or St	ate ID)	_MI: <u>E</u> _
Home Address: 3413 Kertucky STREET		CITY	STATE	5340S ZIP
	Driver's License #: WI		NUMBER	
License Applied For: Class B Li	quon Class B	Been		
PLEASE NOTE: You may purchase a cop Safety Building, 1000-55th St. Additionally Note: You must write your tickets, charges  1. Have you <u>ever</u> received any <b>tickets</b> If yes, provide: Charge, State, Date (Examples: Speeding, WI, 5/8/20	check the WI Circuit Court A citations, or offenses on the cor been charged with an cor Result (Include pending	Access website to one application. Do not provide application. Do not provide application. Do not provide application of the prov	btain your circuit cout attach copies of red	urt records. cords.  Yes □ No
CHARGE	STATE	DATE	RESU	JLT
Speeding Speeding   Expired Tag Speeding Speeding	AL AL TN GA WI	2012	Fine Dismissed Dismissed Dismissed Fine	
Have you <u>ever</u> had your <b>driver's lic</b> If yes, provide: Charge, State, Date     CHARGE		oked in any state?	Pare Se No DATE	

Applicant's Report - Police Record, Page 1

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

3.	Have you <u>ever</u> served or been senter if yes, provide: Charge, State, Date	nced to serve time in <b>jail</b> o	r <b>prison</b> <u>in any stat</u>	<u>∍</u> ? □ Yes ⊌ No
	CHARGE	STATE		DATE
4.	Have you <u>ever</u> , while operating a bus involving unfair trade practices, uneth If yes, provide: Charge, State, Date, F	nical conduct, or discrimina	ation <u>in any state</u> ? c	eted of any charges n <b>Yes n No</b>
	CHARGE	STATE	DATE	RESULT
5.	List the name and address of all empling the past five (5) years:  CNH 2701 Dokes Rd Shu			nesses you have operated
3.	Have you lived at your current home a lf no, please list all addresses which y			No
7.	Do you, the applicant, understand that be subjected to the penalties specified bottom of this application.   Yes	at if any of the information d in 1.22 of the Code of G M: INITIAL	provided is false, ar eneral Ordinances,	nd/or incomplete, you may which is printed on the
8.	Do you, the applicant, understand that license may be denied? <b>** Yes</b>	at if any of the information  M.  INITIAL	provided is false, ar	nd/or incomplete, the
	Applicant Signature	02 09 202 Date	<u>4</u>	

#### 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

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



#### RESPONSIBLE ALCOHOL BEVERAGE SERVER TRAINING COURSE CLKSTC (rev. 08/17)

Before a Beer/Liquor, Wine, or Operator's (Bartender's) license will be issued, the applicant:

- Individual
- **Both Partners**
- Agents of Corporations

Must complete a responsible alcohol beverage server training course in Wisconsin.

Approved courses include T.I.P.S., C.A.R.E., www.learntoserve.com, Wisconsin National Restaurant Association, the Professional Bartending School of Wisconsin, or a Wisconsin vocational, technical, and adult education facility.

Exemptions: Within the past two years, applicants who have held a retail alcohol beverage license or an operator's (bartender's) license or completed a responsible beverage server training course in Wisconsin.

The undersigned applicant(s)/agent has/have read and understood the above information regarding the responsible alcohol beverage server course requirement.

Individual/Partner/Member Signature	02/09/2024 Date	
Partner/Member Signature	Date	
Check One:	FOR OFFICE USE ONLY	 
BA. at a montate alock of bases of the second		

Must complete alcohol beverage course server training course.

Proof of completion of a responsible alcohol beverage server training course in Wisonsin during the past two years is attached.

□ Proof of holding a beer/liquor license or an operator's (bartender's) license in Wisconsin within the part two years is attached.

Clerk Signature

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



### STATEMENT OF ECONOMIC IMPACT FOR CLASS B BEER AND/OR CLASS B LIQUOR LICENSE CLKSEI (rev. 11/17)

Cl	HECK ALL THAT APPLY:
	CLASS B BEER
1.	Licensee Name: Betty and Ronald's LLC  CORPORATION, PARTNERSHIP, OR INDIVIDUAL
2.	Trade Name: Betty and Renalds
3.	Property Owner & Address: Alos And Ave Kenosha   WI 53/40  If applicant is not owner, does applicant have a lease agreement with the owner? • Yes No (Note: Proof Of Property Ownership Or Proof Of An Executed Lease Must Be Provided To The City Clerk Before The License Will Be Issued.)
4.	Square footage of building: 3100 Assessed value of property: 610400
5.	Estimated number of full time employees: part time employees:
6.	Assessed value of personal property (FURNITURE, FIXTURES, EQUIPMENT TO BE USED IN THE BUSINESS): 100,000
7.	Gross Monthly Revenue – According to Section 10.03, applicants must come within 70% of the estimate of gross monthly revenue for alcohol beverages after one full license term or the license may be subject to revocation.
	FOR EACH PRODUCT, PROVIDE GROSS MONTHLY REVENUE AND BASIS FOR ESTIMATES:
	a) ALCOHOLIC BEVERAGES: <u>20,000</u>
	b) FOOD: 60,000
	c) OTHER (SPECIFY):
	d) TOTAL GROSS MONTHLY REVENUE: 80,000
l h	ereby certify that the information above is true, correct and complete in all materiel respects.
Co	orporation Name  O2 09 2024  dividual/Partner/Member Signature Date
_ Pa	artner/Member Signature Date

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



OFFICE USE ONLY	
WI SELLER'S PERMIT:	
PAYMENT RECEIPT:	

# AGREEMENT – WISCONSIN SELLER'S PERMIT CLKWSP (rev. 11/17)

Licensee: Betty and Ronald's LLC License Type: Class B
Name of Licensed Premises: Betty and Ronald's
Address of Licensed Premises: 2105 22nd Ave 53140
WHEREAS, the above applicant was granted the above license by the Common Council of the City of Kenosha, Wisconsin on the day of,, subject to obtaining a Wisconsin Seller's Permit, and
WHEREAS, applicant had applied for such permit to the Wisconsin Department of Revenue, but said permit will not be acted upon for four to six weeks, and
WHEREAS, the Wisconsin Department of Revenue does not object to applicant conducting the above business while the application is pending, and applicant desires to commence operating said business as soon as possible.
WITNESSETH
NOW THEREOF, the undersigned applicant, in consideration of being issued the above license by the City Clerk, and upon meeting other conditions of license approval, does herein and hereby agree that should the Wisconsin Department of Revenue deny the application for a Wisconsin Seller's Permit, that applicant's license, above described, is null and void, without any requirement for notice of hearing respecting revocation/non-renewal, and that this document constitutes a written surrender of said license.
1 CO OT OUT OUT OUT OUT OUT OUT OUT OUT OUT
Partner/Member Signature Date

(Note: All persons who signed the license application must sign this agreement. Copy of Wisconsin Seller's Permit application and receipt of permit fee payment must be attached.)

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



WISCONSIN DEPARTMENT OF REVENUE PO BOX 8902 MADISON, WI 53708-8902

**Contact Information:** 

2135 RIMROCK RD PO BOX 8902 MADISON, WI 53708-8902 ph: 608-266-2776 fax: 608-224-5761 email: DORBusinessTax@wisconsin.gov website: revenue.wi.gov

Letter ID

L0939919408

000085

BETTY AND RONALDS 2105 22ND AVE KENOSHA WI 53140-1706

# Wisconsin Department of Revenue Seller's Permit

Legal/real name:

**BETTY AND RONALDS** 

**Business name:** 

2105 22ND AVE

KENOSHA WI 53140-1706

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number	
Sales & Use Tax	Seller's Permit	456-1030784358-02	



# **VOLUNTARY LICENSE SURRENDER CLKVLS** (rev. 08/17)

Licensee: Betty and Ronald's LLC corporation, Partnership,	OR INDIVIDUAL	
Trade Name: Betty and Ronald's		
Trade Address: 2105 22nd Ave	58140 ZIP	
Micah E. Thampe INDIVIDUAL/PARTNERS/MEMBER OF C	being first duly s	worn on oath, says
that he/she is the holder of the following license(s) (chec	k all that apply) issued by the City of h	Kenosha, WI:
□ "Class A" Lie	eer (Fermented Mait Beverage) quor eer (Fermented Mait Beverage)	
Affiant will surrender said license #(s) <u>240013</u> <u>341</u> effective <u>02 22 2024</u> 03 05 2024	<u>8 0°</u> to the City Clerk uncc	onditionally,
Individual/Partner/Member Signature Date	Partner/Member Signature	Date
Subscribed and sworn to before me this9th	day of <u>February</u>	<u>, 2024                                   </u>
Notary Public  My Commission Expires: 3-18-25	NOTARI NOTARI NOTARI NOF WISCONII	
my commission Expired. D. 1.V. Co.	WISCONIA OF WISCONIA	

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

<mrs656@kenoshapolice.com>

Subject: [External Email] Class "B" Beer/"Class B" Liquor License Application - Betty and Ronald's LLC

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.

[Quoted text hidden]

Brian Wilke <bwilke@kenosha.org>

Mon, Feb 12, 2024 at 11:32 AM

To: Julia Heiser <jheiser@kenosha.org>, "padjen, alyssa" <apadjen@kenosha.org>, cityclerk <cityclerk@kenosha.org>

With the maps attached and comments below, City Development recommends approval of the license with no holds. Applicant has a current occupancy permit.

#### **Brian R. Wilke, AICP**

**Development Coordinator** 

City Development

625 52nd Street - Room 308

Kenosha, WI 53140

bwilke@kenosha.org

262.653.4049

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

From: Michael Callovi <mcallovi@kenosha.org>

Date: Mon, Feb 12, 2024 at 10:54 AM

Subject: Fwd: Class "B" Beer/"Class B" Liquor License Application - Betty and Ronald's LLC

To: Wilke, Brian <br/>
<br/>
bwilke@kenosha.org>

Please find attached the maps for Betty & Ronald's. There are no churches, schools or hospitals within 300 feet of the proposed premises.

PDF

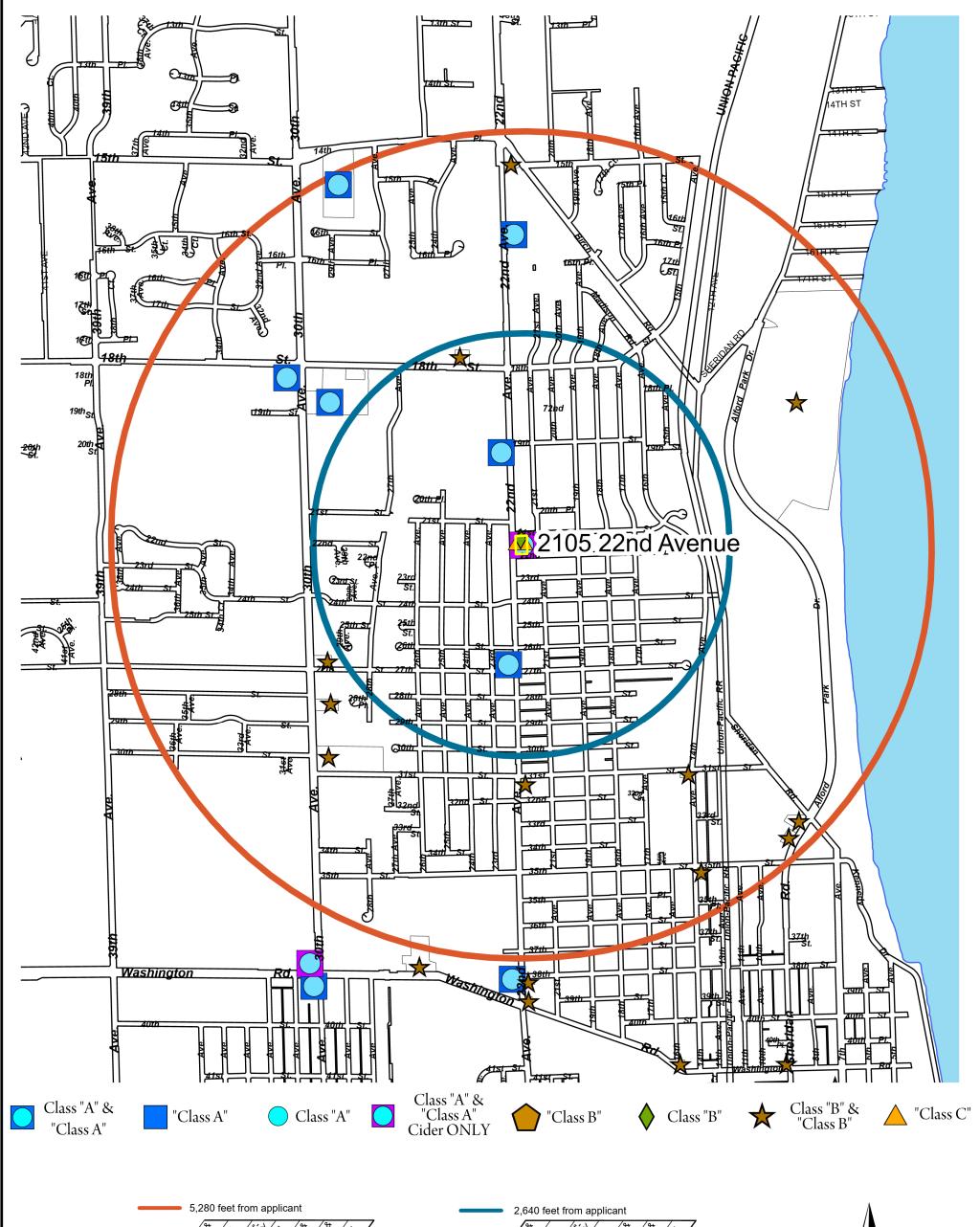
07\_2105-22ndAvenue.pdf

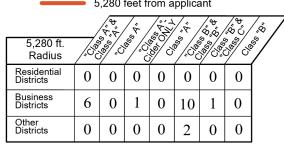


07\_2105-22ndAvenue\_Zoning.pdf

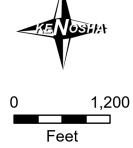
-Mike

# Class "B" Beer/"Class B" Liquor application 2105 22nd Avenue

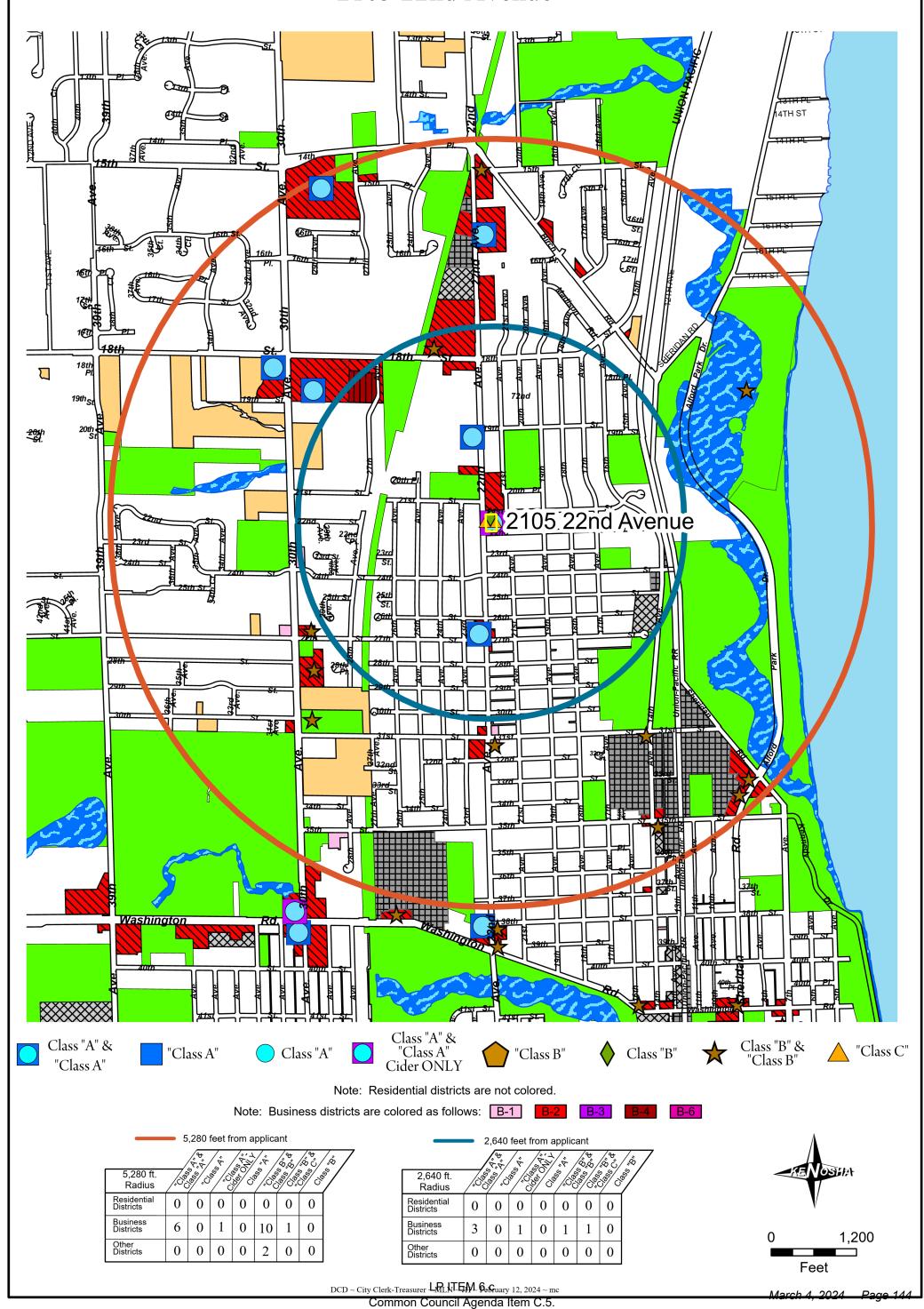




2,640 feet from applicant								
2,640 ft. 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8								
2,640 ft. Radius	100			8 S				\$
Residential Districts	0	0	0	0	0	0	0	
Business Districts	3	0	1	0	1	1	0	
Other Districts	0	0	0	0	0	0	0	



# Class "B" Beer/"Class B" Liquor application 2105 22nd Avenue





#### CITY PLAN COMMISSION Staff Report - Item #1

Thursday, February 22, 2024 at 5:00 pm Municipal Building 625 52nd Street – Room 202 – Kenosha, WI 53140

Rezoning Ordinance by the City Plan Commission – To Rezone the Property at 3525 18th Street, (Parcel No. 80-4-222-242-0120) From A-2 Agricultural Land Holding District to RS-1 Single Family Residential District (in Conformance with Section 10.02 of the Zoning Ordinance). (3525 Property, LLC) (District 5) PUBLIC HEARING

#### **NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Alderperson LaMacchia, District 5, has been notified. Property owners within 100 feet of the proposed rezoning were notified. The Town of Somers has been notified. The Common Council is the final review authority

#### LOCATION AND ANALYSIS:

Site:

3525 18th Street

Neighborhood:

St. Peter's Neighborhood

#### Vicinity Zoning/Land Use

North: Town of Somers / Residential South: IP / Vacant and Floodway

East:

A-2 / Vacant

West:

Town of Somers/ Residential

- 1. The owner of the property has requested that the property be attached to the City. Upon attachment the property is placed in the Agricultural Land Holding District. As there is an existing single family home on the site, staff is asking the City Plan Commission to rezone the property from A-2 Agricultural Land Holding District to RS-1 Single Family Residential District.
- 2. The City Plan Commission initiated the rezoning of the property at their January 18, 2024 meeting.
- 3. Rezoning of the property to *RS-1 Single Family Residential District* is consistent with the existing land uses in the area and the adopted Comprehensive Land Use Plan for the City of Kenosha: 2035.
- 4. The rezoning will be compatible with the surrounding land uses.

#### **RECOMMENDATION:**

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

Rachel Gasper, Planner

Rich Schroeder, Deputy Director

SPONSOR: CITY PLAN COMMISSION

To Rezone the Property at 3525 18th Street, Parcel No. 80-4-222-242-0120, from A-2 Agricultural Land Holding District to RS-1 Single Family Residential District in Conformance with Section 10.02 of the Zoning Ordinance. (3525 Property, LLC) (District 5)

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

Section One:

That the land shown on the attached Supplement Map No.

Z01-24 be, and the same hereby is, zoned and districted as indicated on said map.

Section Two:

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

ATTEST:

City Clerk

MICHELLE L. NELSON

APPROVED:

JOHN M. ANTARAMIAN

Passed:

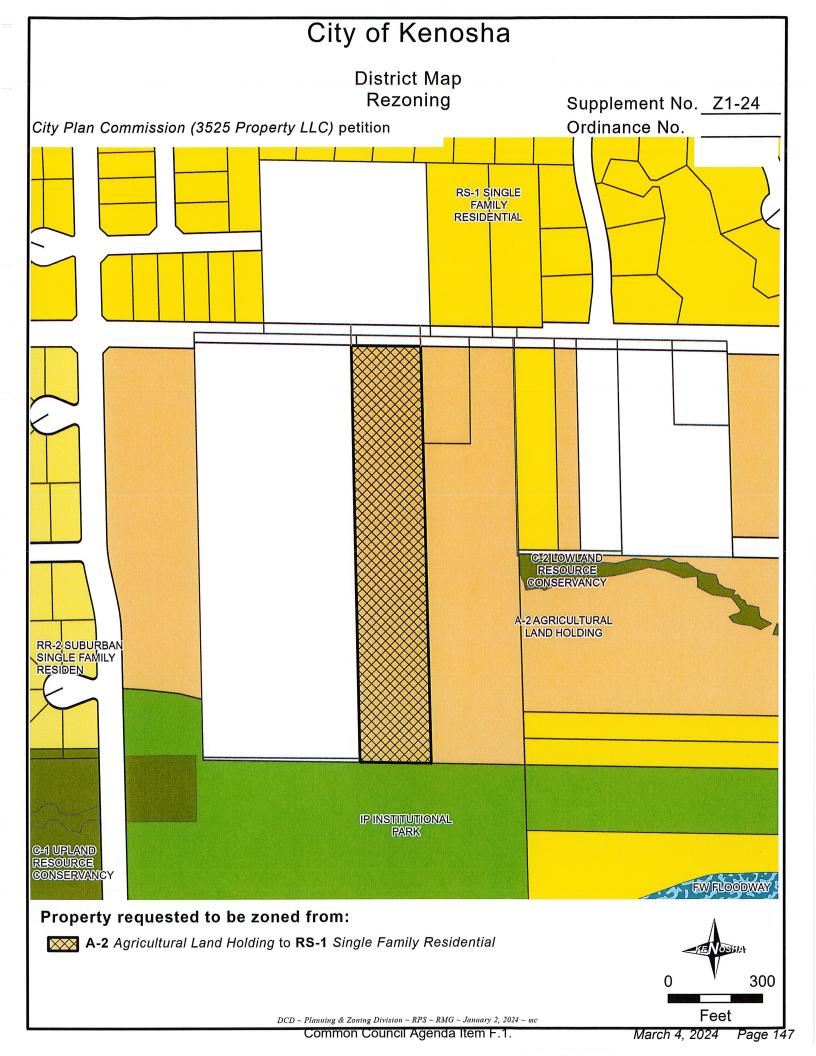
Published:

Drafted by:

City Attorney

MATTHEW A. KNIGHT

Common Council Agenda Item F.1.



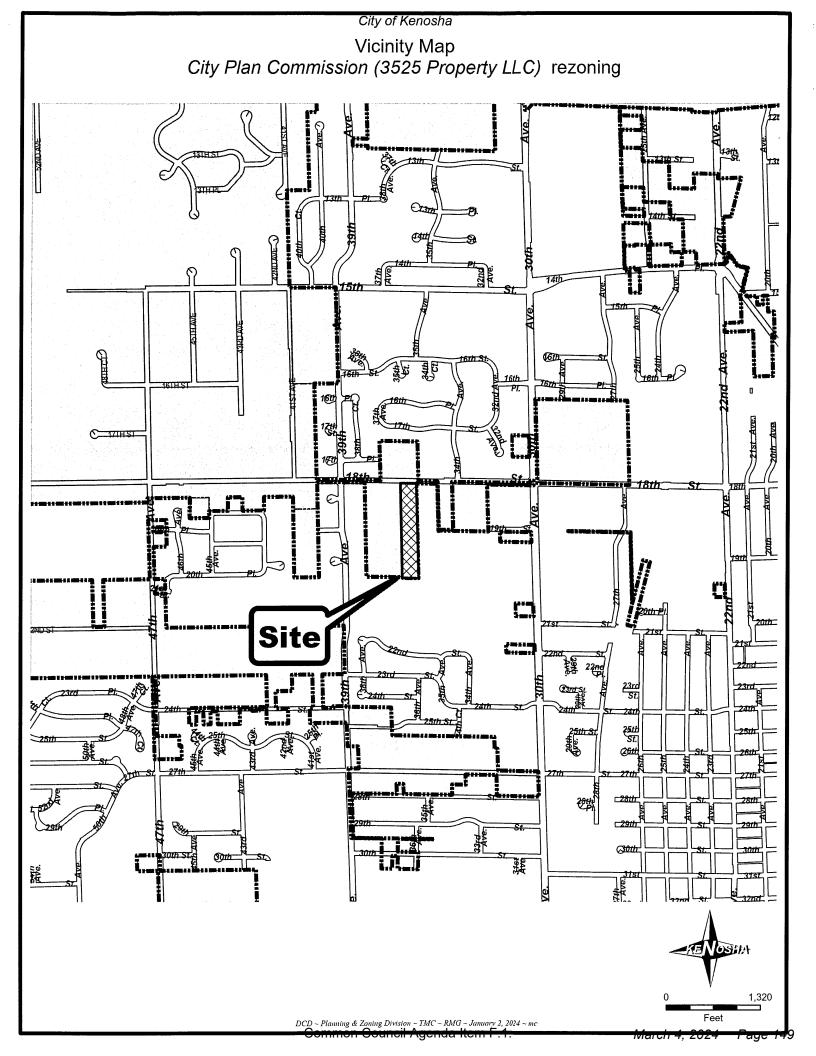
# City of Kenosha

Land Use Map City Plan Commission (3525 Property LLC) Rezoning



Property petitioned to be rezoned







TO:

Mayor John M. Antaramian

Members of the Common Council

FROM:

Rich Schroeder, City Development

RE:

Ordinance 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 84. (Fin. Recommendation Pending)

DATE:

February 12, 2024

The attached Ordinance creates a new Ward 84 in the Aldermanic District #5. The new ward is being created due to attachment of the property to the City.

Please contact me at 653-4034 or rschroeder@kenosha.org if you have any questions.

RS:llb Attachment

ORDINANCE NO
SPONSOR: 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 84
The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:
Section One: Subparagraph 1.01 D.1.e. of the Code of General Ordinances for the
City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:
e. Fifth District consists of that part of the City of Kenosha contained in Ward Eleven (11), Ward Twelve (12), Ward Thirteen (13), Ward Sixty-Nine (69), and Ward Seventy-Nine (79); and Ward Eighty-Four (84);
Section Two: A map depicting the aforesaid Ward and District boundary lines is
on file in the Office of the City Clerk/Treasurer, Kenosha, Wisconsin
Section Three: This Ordinance shall become effective after passage and publication.
ATTEST: City Clerk MICHELLE L. NELSON
APPROVED: Mayor Date:
Passed:
Published:
Drafted By: MATTHEW A KNIGHT

City Attorney

#### ORDINANCE NO.

**BOARD OF PARK COMMISSIONERS SPONSOR:** 

#### TO AMEND SUBSECTION 6.04 B. AND PARAGRAPH 6.04 B.1. OF THE CODE OF GENERAL ORDINANCES REGARDING OFFICIAL NAMES OF PARKS

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

Subsection 6.04 B. and Paragraph 6.04 B.1. of the Code of General Ordinances for **Section One:** 

the City of Kenosha, Wisconsin, is hereby amended as follows:

B. Official Names Recognized. The following names existing as of January 1, 2004, are recognized as Official Names, irrespective of the naming/renaming procedure followed.

#### 1. The Official Names of Parks are: a. Alford Park s. Jamestown Park kk. Pike Lodge Park **b.** James R. Anderson Park t. Johnson Highlands II. Red Arrow Memorial Park mm. Roosevelt Park c. Bain Park u. Kenfair Park d. Robert V. Baker Park v. John Fitzgerald Kennedy Park nn. Sam Poerio Park e. H.L. Bullamore Park w. Kirchner Highlands oo. Bill Schulte Park x. Public Square Central Park (Library Park) f. Yolanda Cicchini Park pp. Senior Citizens' Park v. George Limpert Park g. Kenosha Civic Center Park qq. Simmons Island Park h. Columbus Park z. Lincoln Park rr. Southport Park i. Davis Park aa. Little League Park Santo Principe Park ss. Strawberry Park **bb** Chester S. Matoska Park i. Eichelman Park tt. Cornelia Hamilton Streeter Park k. Elmwood Park cc. Nash Park uu. Sunnyside Park I. Endee Park dd. Veterans Memorial vv. Tot Park m. Fire House Square ee. Navy Memorial Park Annex ww. Tower Line Park n. Forest Park ff. Peter P. Nedweski Park xx Union Park gg. Newman Park o. Friendship Park yy. Washington Park hh. Pennoyer Park p. Gangler Park zz. Werves Park q. Joseph Hobbs Park ii. Frank J. Petretti Park aaa. Wolfenbüttel Park r. William W. Isetts Park ii. Petzke Park **bbb.** Dr. James Santarelli Park

Section Two:	This Ordinance shall be	s Ordinance shall become effective upon passage and publication.			
ATTEST: MICHELLE L. NELSON	City Clerk/Treasurer				
APPROVED:	Mayor	Date:			
Passed:					
Published:					
Drafted By: NICHOLAS J. VANDE CASTLE Assistant City Attorney					





TO:

Mayor John M. Antaramian

Members of the Common Council

FROM:

Rich Schroeder, City Development

RE:

Ordinance by the Mayor – Attachment and Zoning District Classification

Ordinance under Section 66.0307 Wisconsin Statutes, City of Kenosha/Town of

Somers, State Approved Cooperative Plan, 3525 18th Street, Parcel No(s). 80-4-222-242-0120, Town of Somers. (3525 Property, LLC, Property Owner)

(District 5)

DATE:

February 12, 2024

This Ordinance will Attach Parcel #80-4-222-242-0120, at 3525 18th Street consisting of 6.809 acres to the City. A single family home is located on this parcel.

This Attachment is consistent with the City of Kenosha/Town of Somers Cooperative Plan.

Please contact me at 653-4034 or <a href="mailto:rschroeder@kenosha.org">rschroeder@kenosha.org</a> if you have any questions.

RS:llb Attachment ATTACHMENT AND ZONING DISTRICT CLASSIFICATION ORDINANCE

Under Section 66.0307, Wisconsin Statutes,

City of Kenosha/Town of Somers State Approved Cooperative Plan

Parcel No(s):

80-4-222-242-0120

Located at:

3525 18th Street, Town of Somers

[3525 Property, LLC, Property Owner]

ORDINANCE NO. -24

BY: THE MAYOR

Attaching to the City of Kenosha, Wisconsin, territory in the Town of Somers, Kenosha County, Wisconsin, and providing zoning district classifications under Section 66.0307, Wisconsin

Statutes, City of Kenosha/Town of Somers State Approved Cooperative Plan:

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

Section One: Territory Attached. In accordance with City of Kenosha/Town of Somers

Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, approved by the Wisconsin

Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8,

2005, and the First Amendment to the City of Kenosha/Town of Somers Cooperative Plan under Section

66.0307 of the Wisconsin Statutes, approved by the Wisconsin Department of Administration,

Intergovernmental Relations, Municipal Boundary Review, on September 15, 2015, the territory

consisting of the above referenced parcel numbers in the Town of Somers, Kenosha County, Wisconsin,

with an associated population of two (2), legally described and shown on attached Exhibit "A", is hereby

attached to the City of Kenosha, Wisconsin, as hereinafter provided.

Section Two: Effect of Attachment. From and after the effective date of this Ordinance,

the territory described in Section One shall be a part of the City of Kenosha for any and all purposes

provided by law, and all persons coming or residing within such territory shall be subject to all

Ordinances, rules and regulations governing the City of Kenosha.

Section Three: Zoning District Classifications. The territory described in Section One,

upon attachment, shall have the zoning district classification shown on Exhibit "B". This zoning district

classification shall be and remain in effect for the parcels of land described therein until this Zoning

District Classification Ordinance is amended as prescribed in Section 62.23(7)(d), Wisconsin Statutes.

Section Four: Connection To City Utilities. The territory described in Section One shall,

by submission of the Attachment Petition, require connection of existing and any future habitable

buildings to municipal water and sewer, within the time limits established by Chapter 32 of the Code of

General Ordinances for the City of Kenosha, Wisconsin.

Section Five: Severability. If any provision of this Ordinance is invalid or

unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or

unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or application

of this Ordinance which can be given effect without the invalid or unconstitutional provision or

application.

Section Six: Effective Date. This Ordinance, the Attachment, and the Zoning District

Classification shall take effect after passage and publication as provided by law.

ATTEST:	City Clerk/Treasurer			
	MICHELLE L. NELSON	•		
APPROVED:		Mayor	Date:	
	IOHN M ANTARAMIAN	<u> </u>		

Passed:

Published:

Drafted By: MATTHEW A. KNIGHT City Attorney

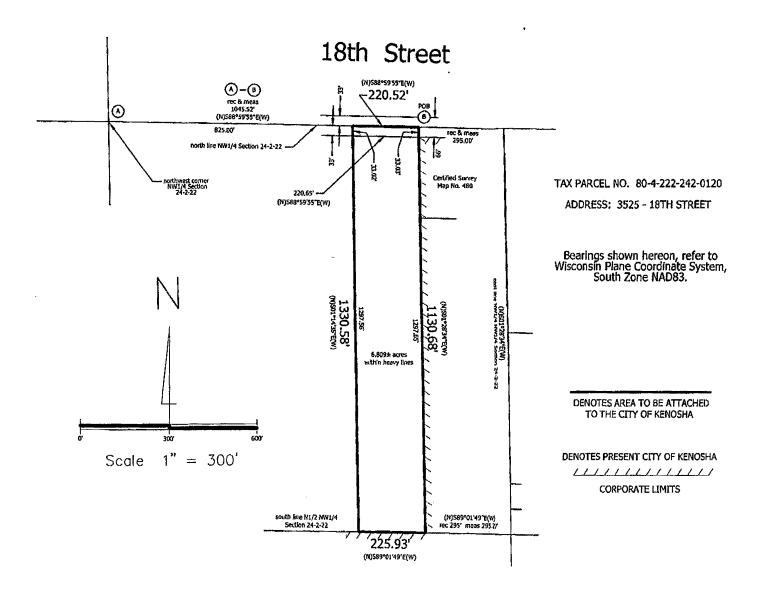
Exhibit "A"

# DISTRICT MAP

#### ATTACHMENT ORDINANCE

SUPPLEMENT NO. — ACCOMPANYING ORDINANCE NO. — ....

# 3525 PROPERTY, LLC



Part of the Northwest Quarter of Section 24, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Town of Somers, Kenosha County, Wisconsin and being more particularly described as follows; Beginning at the northwest corner of CERTIFIED SURVEY MAP NO. 480, a plat of record and on file at the Kenosha County Register of Deeds Office on November 22, 1977, as per Document No. 626713, which point of beginning is \$89°59'55"E 1045.52 feet from the northwest corner of said Quarter Section; thence \$01°28'34"E parallel to the east line of the Northwest Quarter of said Quarter Section, 1330.68 feet and to the south line of the North Half of said Quarter Section; thence N89°01'49"W along and upon said south line, 225.93 feet; thence N01°14'35"W 1330.58 feet and to the north line of the said Quarter Section, 1330.58 feet; thence \$88°59'55"E along and upon said north line, 220.52 feet and to the point of beginning. Containing 6.809 acres, more or less. Subject to a public road over and across the most northerly 33.00 feet thereof.

CITY OF KENOSHA - DEPARTMENT OF PUBLIC WORKS - ENGINEERING - DECEMBER 2023 - GAM





# PETITION FOR ATTACHMENT TO THE CITY OF KENOSHA FROM THE TOWN OF SOMERS PURSUANT TO SECTION 66.0307; WISCONSIN STATUTES, STATE APPROVED COOPERATIVE PLAN

The undersigned, constituting all of the owners of certain real property within the Town of Somers, Kenosha County, Wisconsin, petition the Mayor and Common Council of the City of Kenosha, Wisconsin, to Attach the territory described below and shown on the attached scale map to the City of Kenosha, Kenosha County, Wisconsin, pursuant to the Section 66.0307 Wisconsin Statutes, State Approved Cooperative Plan.

Special Assessments are governed by City Ordinances. See Section 1.155, 2.10 and 32.05 of the Code of General Ordinances.

The current population of the territory to be attached as defined by Section 66.0217(5)(a) of the Wisconsin Statutes is\_

#### 3525 PROPERTY, LLC 3525 - 18th Street

Part of the Northwest Quarter of Section 24, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Town of Somers, Kenosha County, Wisconsin and being more particularly described as follows; Beginning at the northwest corner of CERTIFIED SURVEY MAP NO. 480, a plat of record and on file at the Kenosha County Register of Deeds Office on November 22, 1977, as per Document No. 626713, which point of beginning is S89°59′55″E 1045.52 feet from the northwest corner of said Quarter Section; thence S01°28′34″E parallel to the east line of the Northwest Quarter of said Quarter Section, 1330.68 feet and to the south line of the North Half of said Quarter Section; thence N89°01′49″W along and upon said south line, 225.93 feet; thence N01°14′35″W1330.58 feet and to the north line of the said Quarter Section, 1330.58 feet; thence S88°59′55″E along and upon said north line, 220.52 feet and to the point of beginning. Containing 6.809 acres, more or less. Subject to a public road over and across the most northerly 33.00 feet thereof.

DATE	PRINT NAME	ADDRESS	PHONE	SIGNATURE	
1/8/24	moning angua-Talba	2515-11pl + Vn.t 102 + Kenisha Wi 5:	262-914- 140 5232	Municia anay ta	Ue
1/8/24	Jesus Aray	3715-1857   Kenshaj Wi   53144	307-575- 0152	Den Ange	}
1/8/24	alejandro anaya	679 greenbriar la Lavo figet, IL	ne 312- 952-5554	an Cyo	
	0				

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RES	SOLU	TION	
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SPONSOR: ALDERPERSON DAVE MAU

### ADVOCATING ENFORCEMENT OF CITY ORDINANCE 5.045 FOR FAIR BUSINESS PRACTICES AND REGULATORY INTEGRITY

**WHEREAS**, the Kenosha City Council, representing the will and welfare of the citizens, has duly enacted Ordinance 5.045, titled "Banners, Signs, Decorations, and Obstructions in Public Right-of-Way," to regulate the placement of signs in public spaces;

**WHEREAS**, Sub-section J of said Ordinance establishes a penalty of up to \$300 for violations, signifying the Council's determination to prevent the unauthorized use of public right-of-ways;

**WHEREAS**, the unauthorized placement of signs on public property poses a significant challenge to the fair and equitable use of government land, potentially allowing certain entities to gain undue favors and advantages through unchecked promotional activities;

**WHEREAS**, the enforcement of the Ordinance is crucial to preventing any perception of preferential treatment or impropriety, ensuring that public spaces remain open and accessible without being exploited for commercial gain;

**WHEREAS**, the beautification of our cityscape plays a vital role in creating an inviting and appealing environment and fosters pride in the community, and the proliferation of unauthorized signs detracts from the visual harmony and cleanliness of our public spaces;

**WHEREAS**, preserving the integrity of our local government's interactions with citizens is paramount, and failure to enforce this Ordinance has the potential to undermine the City's regulatory standards and erode trust in our municipal processes;

**WHEREAS**, committing to the principle of equal enforcement affirms the City's commitment to beauty, order, and fairness for the benefit of all its residents;

WHEREAS, the Council has observed a lack of enforcement of Ordinance 5.045;

NOW, THEREFORE, BE IT RESOLVED that the City Council urges the City

Administration to rigorously enforce the existing ordinance against the unauthorized placement of signs in City right-of-ways, with the aim of preserving our City's aesthetic appeal, ensuring that all businesses are held to the same legal standards, and preventing any undue influence on government land.

Adopte	ed this day of	, 2024.
ATTEST:	MICHELLE L. NELSON, City Clerk/Treasurer	Date:
APPROVED:	JOHN M. ANTARAMIAN, Mayor	Date:
Drafted By:		

ALDERPERSON DAVE MAU



TO:

Mayor John M. Antaramian

Members of the Common Council

FROM: Imc Timothy M. Casey, Director City Development

RE:

Resolution by the Mayor – To Approve a Development Plan for the Innovation

Center at the Kenosha Neighborhood authorizing the KIN Innovation

Redevelopment Corporation (KIRC) to construct and operate the Innovation

Center and approve a ground lease to KIRC. (District 7)

DATE:

February 29, 2024

#### The Resolution would:

- a) Approve the Development Plan for the Innovation Center. The plan was approved by the City Plan Commission on February 8, 2024.
- b) Provide City consent for the KIN Innovation Redevelopment Corporation (KIRC) to enter into leases, option agreements, use restrictions or other documents to convey the Innovation Center to KIN so that the KIRC can enter into an agreement as part of the New Market Tax Credit transactions.
- c) Authorize the Mayor to approve any additional edits to the ground lease.
- This Resolution requires 2/3 vote of the full council (12 Votes) to pass.

#### RECOMMENDATION

Recommendation is to approve the attached Resolution.

TC:llb Attachment

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

## RESOLUTION # \_\_\_\_ BY: THE MAYOR

TO APPROVE THE DEVELOPMENT PLAN FOR THE INNOVATION CENTER AT THE KENOSHA INNOVATION NEIGHBORHOOD AUTHORIZING THE KIN INNOVATION REDEVELOPMENT CORPORATION (KIRC) TO CONSTRUCT AND OPERATE THE INNOVATION CENTER AND APPROVE GROUND LEASE TO KIRC

WHEREAS, in April 2022, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") and its Plan Commission approved the Innovation Center as part of the Master Plan for the Kenosha Innovation Neighborhood ("KIN"); and,

WHEREAS, KIN is located within the City's Tax Incremental District No. 19 ("TID 19"), which, when creating TID 19, the Common Council found that more than 50 percent, by area, of the real property within TID 19 was blighted; and,

WHEREAS, Sections 66.1301 – 66.1329, Wis. Stats., (the "Urban Redevelopment Law") provides the authority and procedures for the City to undertake certain actions to clear, replan, rehabilitate and reconstruct real property in the City for the public welfare and to eliminate blight; and,

WHEREAS, pursuant to the Urban Redevelopment Law, the City has prepared the development plan attached hereto as <a href="Exhibit A">Exhibit A</a> and incorporated herein by this reference (the "Development Plan") for the purpose of providing authority for the newly created KIN Innovation Redevelopment Corporation ("KIRC") to construct and operate the Innovation Center using the authority granted under the Development Plan and the Urban Redevelopment Law; and,

WHERAS, KIRC was formed to provide private investment and capital through New Market Tax Credits for a portion of the construction costs of the Innovation Center, which will aid in the rehabilitation and reconstruction of the real property located at 5522 26th Avenue (the "Development Area"); and,

**WHEREAS**, on February 22, 2024, the Plan Commission, after a public hearing, approved the Development Plan and made the required findings under the Urban Redevelopment Law; and,

**WHEREAS**, the Urban Redevelopment Law requires this Common Council to make the findings listed below in connection with the approval of the Development Plan and to consider only those elements of the Development Plan needed to make the findings below; and,

WHEREAS, pursuant to the Urban Redevelopment Law, the City held a public hearing on a ground lease with respect to the Development Area, a form of which is attached hereto as <a href="Exhibit B">Exhibit B</a> and incorporated herein by this reference, between the City and KIRC (the "Ground Lease"); and,

QB\88527306.1

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin that:

- 1. The proposed method of financing the Innovation Center is feasible and that it is probable that KIRC will be able to finance or arrange to finance the Innovation Center.
- 2. The persons who are proposed to be active in the management of KIRC for the next year have sufficient ability and experience to cause the Innovation Center to be undertaken, consummated and managed in a satisfactory manner.

**BE IT FURTHER RESOLVED** that the Common Council of the City of Kenosha, Wisconsin, approves the Ground Lease subject to any changes approved by the Mayor and the Mayor and City Clerk-Treasurer are authorized and directed to execute the Ground Lease on behalf of the City. The Mayor's signature on the Ground Lease will constitute definitive proof of his approval of any changes to the Ground Lease.

**BE IT FURTHER RESOLVED** that the Common Council of the City of Kenosha, Wisconsin, for purposes of carrying out the goals in the Development Plan and using its powers under the Urban Redevelopment Law, consents to KIRC entering into (i) leases, or option agreements with any entity and (ii) conveyance documents for the Innovation Center to Kenosha Innovation Neighborhood, Inc.

Adopted this 4th day of March, 2024.

Attest:		
	Michelle L. Nelson, City Clerk-Treasurer	
Approved:		
	John M. Antaramian, Mayor	
(SEAL)		

#### **EXHIBIT A**

## Development Plan

(See Attached)

QB\88527306.1

#### CITY PLAN COMMISION RESOLUTION # 01-24

# TO APPROVE THE DEVELOPMENT PLAN FOR THE INNOVATION CENTER AT THE KENOSHA INNOVATION NEIGHBORHOOD AUTHORIZING THE KIN INNOVATION REDEVELOPMENT CORPORATION (KIRC) TO CONSTRUCT AND OPERATE THE INNOVATION CENTER

WHEREAS, in April 2022, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") and its Plan Commission approved the Innovation Center as part of the Master Plan for the Kenosha Innovation Neighborhood ("KIN"); and,

WHEREAS, KIN is located within the City's Tax Incremental District No. 19 ("TID 19"), which, when creating TID 19, the Common Council found that more than 50 percent, by area, of the real property within TID 19 was blighted; and,

WHEREAS, Sections 66.1301 – 66.1329, Wis. Stats., (the "Urban Redevelopment Law") provides the authority and procedures for the City to undertake certain actions to clear, replan, rehabilitate and reconstruct real property in the City for the public welfare and to eliminate blight; and,

WHEREAS, pursuant to the Urban Redevelopment Law, the City has prepared the development plan attached hereto as <a href="Exhibit A">Exhibit A</a> and incorporated herein by this reference (the "Development Plan") for the purpose of providing authority for the newly created KIN Innovation Redevelopment Corporation ("KIRC") to construct and operate the Innovation Center using the authority granted under the Development Plan and the Urban Redevelopment Law; and,

**WHERAS**, KIRC was formed to provide private investment and capital through New Market Tax Credits for a portion of the construction costs of the Innovation Center, which will aid in the rehabilitation and reconstruction of the real property located at 5522 26<sup>th</sup> Avenue (the "Development Area"); and,

**WHEREAS**, on this same day, this Plan Commission held a public hearing on the Development Plan that was noticed as required under the Urban Redevelopment Law; and,

**WHEREAS**, the Urban Redevelopment Law requires this Plan Commission to make the findings listed below in connection with the approval of the Development Plan and to consider only those elements of the Development Plan needed to make the findings below and to consider the type of development which is physically desirable for the Development Area from a city planning view point.

#### NOW, THEREFORE, BE IT RESOLVED by the City Plan Commission that:

1. Because all obsolete or deteriorated structures and improvements on the Development Area have previously been removed, the Development Area is vacant and in need of

- redevelopment under proper supervision with appropriate planning, land use and construction policies.
- 2. The Development Plan is in accord with the Master Plan of the City and the Master Plan for KIN.
- 3. The Development Area is not less than 100,000 square feet in area.
- 4. It is practical and in the public interest for the Innovation Center to be constructed in one stage, without multiple stages.
- 5. The public facilities will be adequate for commercial use at the time construction of the Innovation Center is complete.
- 6. There are no proposed changes in the city map, in zoning ordinances or maps. The proposed changes in streets and street levels are necessary or desirable for the Innovation Center and its protection against blighting influences and for the City.
- 7. There are no families occupying dwelling accommodations in the Development Area, and therefore, the implementation of the Development Plan will not cause undue hardship to any families.
- 8. The Development Plan is approved.
- 9. This resolution with the findings made herein shall be filed with the Common Council of the City for its consideration in connection with the Development Plan.

Adopted this 22nd day of February, 2024.

Attest:

Richard Schroeder, City Plan Commission Secretary

Approved:

John M. Antaramian, City Plan Commission Chairman

### EXHIBIT A

## Development Plan

(See Attached)

#### Prepared for the KIN Innovation Redevelopment Corporation (KIRC)

A Development Plan for the Innovation Center at the Kenosha Innovation Neighborhood 5522 26<sup>th</sup> Avenue Kenosha, Wisconsin

## Introduction to Development Plan

#### for The Innovation Center

The Innovation Center at the Kenosha Innovation Neighborhood was conceived as part of the Master Plan for the Kenosha Innovation Neighborhood (KIN) adopted by the City of Kenosha Plan Commission and City Council in April 2022. The planning process conducted from May 2021 through November 2021 included numerous meetings of neighbors and city residents, stakeholder groups and other interested parties to review conceptual designs and provide input to the final plan. More than 300 people attended community meetings and more than 1,000 participated online during the time of Covid protocols to provide their input.

The Innovation Center, along with the LakeView Technology Academy STEM High School currently under construction across the street, are the first two projects in the larger KIN redevelopment. The Innovation Center design, the result of an intensive design competition, presents an innovative approach to the important role the center will have as a focal point of this transformative development. The Innovation Center will serve as a welcome center, and will house the Kenosha Innovation Neighborhood, Inc. offices, Gener8tor business accelerator and other programs to assist entrepreneurial development, programs of area higher education partners to assist startups and small businesses and provide co-working and leasable space for innovation and technology-oriented businesses of all sizes.

In order to implement New Market Tax Credit financing for the Innovation Center project, the City of Kenosha has determined that it is appropriate to provide for the adoption of a Development Plan and the creation of the KIN Innovation Redevelopment Corporation (KIRC) in order to assist the City with respect to the financing and operation of the Innovation Center and potentially other projects in the future.

In order to provide for the preparation and adoption of this Development Plan, the creation of KIRC to assist in implementation of the Innovation Center and the New Market Tax Credit financing and establish the authority of KIRC to act under Sections 66.1301 through 66.1329 of the Wisconsin Statutes and cooperate with the City with respect to creation of the Development Plan, the City has introduced additional resolutions providing for implementation of the Innovation Center and further authorizing documents and other actions to close on the financing and other transactions and conveyances necessary to complete the Innovation Center project.

Accordingly in making the requisite findings in this Development Plan, the City acknowledges that the Innovation Center project has been initiated and that the findings must be considered in conjunction with the approvals previously set forth in the City's adoption of the KIN Master Plan.

Under Section 66.1303 of the Wisconsin Statutes, a Development Plan shall be required for the purposes of Urban Redevelopment as described under Section 66.1301 of the Wisconsin Statutes, and must contain the following information.

a) The Innovation Center development area is described by the following legal description and metes and bounds description:

Part of vacated lands, vacated Alleys, Blocks, Lots and Streets of BAIN'S SUBDIVISION, a plat of record and on file at the Kenosha County Register of Deeds Office on June 11, 1890, as per Document No. 44724, as per Plat No. 260, all lying and being in the Northeast ¼, the Northwest ¼ and the Southeast ¼ of the Southeast ¼ of Section 36, Town 2 North, Range 22 East of the Fourth Principal Meridian, and being more particularly described as follows:

Commencing at the Southwest corner of 24th Avenue and 55th Street, thence S87°50'11"W along and upon the south line of 55th Street 464.52 feet and to the west line of a public alley extended southerly; thence No1°37'20"W along and upon said west line and its southerly extension, 66 feet and to the north line of the aforesaid 55th Street; thence S87°50'11"W along and upon said north line and its extension westerly 208.53 feet and to the point of beginning of the parcel hereinafter described:

Thence So1°36′10″E 29.58 feet; thence southerly 147.31 feet along and upon the arc of a circular curve concave to the west, said curve having a central angle of 23°07′28″, a radius of 365.00 feet and a chord which bears So9°57′34″W 146.32 feet; thence S21°31′18″W 47.09 feet; thence southerly 186.03 feet along and upon the arc of a circular curve concave to the east, said curve having a central angle of 24°30′11″, a radius of 435.00 feet and a chord which bears S09°16′13W 184.62 feet; thence S2°58′53″E 88.31 feet; thence \$89°30′29″W 235.97 feet; thence N01°41′39″W 545.73 feet; thence N87°50′11E parallel with the north line of the aforesaid 55th Street, 317.46 feet; thence S01°36′10″E 72.83 feet and to the point of beginning. Containing 151,524 square feet, more or less (3.478 acres, more or less).

Street address of 5522  $26^{th}$  Avenue and Parcel #09-222-36-480-025

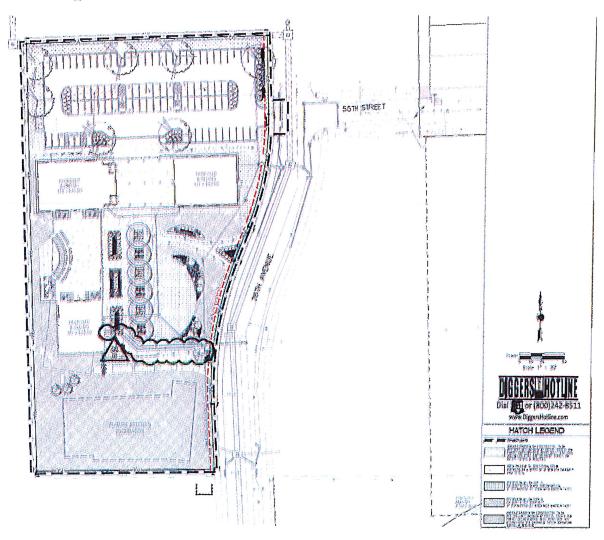
- b) The real property in the Development Area to be acquired is located at 5522 26<sup>th</sup> Avenue in the City of Kenosha. [Note: The Innovation Center site has previously been acquired by the City]
- c) The development schedule for the Innovation Center project shall be completed in a single stage by the construction of one free-standing building. The time limit for construction during this stage is March 2024 to August 2025. The construction stage area shall contain the same metes and bounds description as identified in Section a) of this Development Plan.
- d) The Innovation Center project proposes to immediately demolish all improvements or structures located within the Innovation Center area prior to project construction. [Note: All improvements and structures located within the Innovation Center area have previously been demolished.]
- e) All proposed demolition within the Innovation Center area shall be immediate.

- f) No improvements will be made to existing buildings or structures since the property is vacant.
- g) The Innovation Center shall consist of a single, multi-tenant office and educational building with spaces for the Kenosha Innovation Neighborhood, Inc. 501(c)3, Gener8tor's Kenosha g-BETA Accelerator program, higher education partners, co-working space, lease space for innovation and technology-oriented businesses, and potentially an area for a small coffee shop or other ancillary food service. The building will serve as the focal point and center of activity for the 100-acre Kenosha Innovation Neighborhood being built on the redeveloped brownfield site of a former auto manufacturing plant. This transformative development will include both interior and exterior spaces for programming designed to engage young people in technology education and career pathways and will be the nexus of the region's emerging entrepreneurial development ecosystem.
- h) The Innovation Center area is 3.478 acres or 151,501square feet. Total lot coverage shall consist of 31,800 square feet of building coverage (including overhang of second floor space above courtyard area), 37,188 square feet for on-site surface parking, drives and walkways, and 25,505 of open space, including a plaza of approximately 19,491 square feet. An area to the south of the plaza has been designated for parking up to three food trucks on an intermittent basis as an amenity for building users and residents of the area. A small amphitheater seating approximately 160 people is partially nestled under the second-floor overhang of the building, off the central plaza. This will allow for formal and informal presentations and performances. The plaza will have abundant natural landscaping and the adjoining street will have street trees. All landscaping will meet ANN/ANSI 260.1 Standards. A detailed landscaping plan and project rendering is shown below.

# **Rendering of Innovation Center**



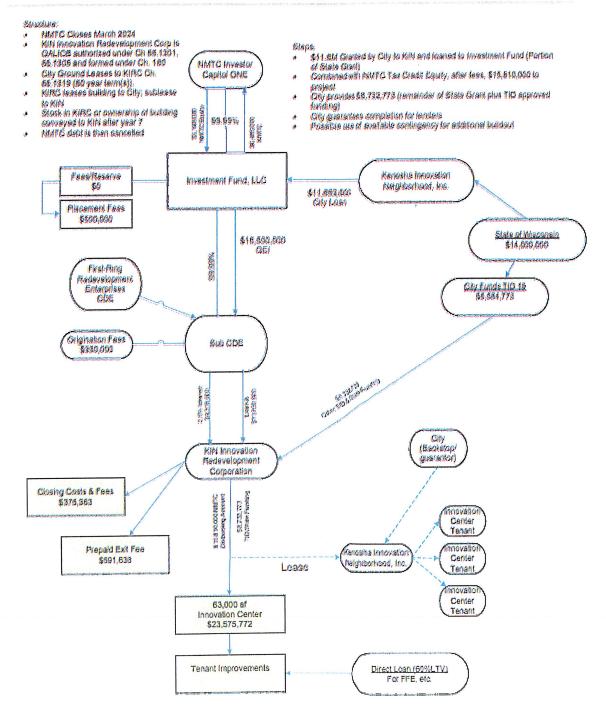
# Landscape Plan for Innovation Center



- i) The Innovation Center is a permitted use with the *B-6 Kenosha Innovation Neighborhood District* under Section 3.157 A.4. of the City of Kenosha Zoning Ordinance so no changes to zoning ordinances or maps are necessary.
- j) The Kenosha Innovation Neighborhood Master Plan adopted by the Plan Commission and City Council in April 2022 lays out the preliminary street plan for KIN. Construction is underway on water, sanitary sewer and storm sewer throughout the site and to service this area. Construction of 26<sup>th</sup> Avenue and 56<sup>th</sup> Street to service this site will begin this spring and be completed well before occupancy in the 3<sup>rd</sup> quarter of 2025.
- k) Prior to commencement of the Innovation Center project the project area contained no habitable dwelling units with no families residing in the development area.

- l) Because no families are residing in the development area, no accommodations are necessary during construction. The Innovation Center project will contain no dwelling units. The KIN Master Plan calls for 800 1,300 dwelling units, with a range of rents including workforce housing in later phases of the overall development and are not covered by this development.
- m) The diagram shown below depicts the New Market Tax Credit financing sources and mechanisms that will financially support the Innovation Center project.

# New Market Tax Credit funding diagram



- n) Staff from the City of Kenosha manage the KIRC, and the Director of Public Works manages the daily operations. KIRC will be governed by a board of directors that initially consists of the Director of Public Works for the City of Kenosha (Brian Cater as President), a designee identified by the Mayor of the City (Curtis Czarnecki, Secretary/Treasurer) and a designed identified by the President of Kenosha Innovation Neighborhood, Inc. (Timothy Mahone)
- o) This Development Plan is created to support and allow implementation of New Market Tax Credit financing. In addition, the development area is vacant and in need of redevelopment under proper supervision with appropriate planning, land use and construction policies. This Development Plan will give KIRC the authority to construct the Innovation Center with those goals.

EX		

**Ground Lease** 

(See Attached)

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### GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Lease") is made and entered into effective as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024 (the "Effective Date"), by and between the CITY OF KENOSHA, WISCONSIN, a municipal corporation ("Landlord"), and KIN INNOVATION REDEVELOPMENT CORPORATION, a Wisconsin corporation ("Tenant").

### WITNESSETH:

WHEREAS, Landlord owns certain real property in the City of Kenosha, Kenosha County, State of Wisconsin, known as Parcel No. 09-222-36-479-025, as more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Leased Property**");

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Leased Property, upon the terms and conditions set forth herein; and

WHEREAS, Tenant will undertake construction of a first-class office building of not less than \_\_\_\_\_ stories containing not less than thirty-eight thousand eight hundred forty (38,840) net rentable square feet (the "Building"), and related structures, fixtures, parking areas and other improvements (collectively with the Building, the "Improvements") on the Leased Property for use as office space for lease to technology companies and innovative, entrepreneurial enterprises, and appropriate relevant support services and programing (the "Project"). The Building will remain the property of Tenant during the Term of this Lease. It is the intention of Landlord and Tenant that the separation of title to the Leased Property and the Improvements is not to change the character of the Improvements as real property and that the same shall be and remain real property; and

**WHEREAS**, the Landlord derives substantial benefit from the Project, which is deemed to be a portion of the consideration hereunder, as does the Tenant.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Landlord and Tenant agree as follows:

# ARTICLE I CERTAIN DEFINED TERMS

- Section I.1 <u>Certain Definitions</u>. In addition to other terms defined in this Lease, for all purposes of this Lease:
- (a) "<u>Additional Rent</u>" means any and all amounts other than Base Rent payable to Landlord or to any other Person as specifically required under this Lease, including, without limitation, the Impositions.
- (b) "Affiliate" means any Person that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with the Person in question. As used in the preceding sentence, (A) a Person shall be deemed to own another Person if it

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holds legal or equitable title to fifty percent (50%) or more of the common stock, partnership interests, limited partnership interests, membership interests or other ownership interests of such other Person, and (B) the term "control" (and its derivatives) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through voting rights, by contract or otherwise.

- (c) "Alterations" means any alterations, additions, changes or Improvements.
- (d) "<u>Applicable Laws</u>" means all applicable governmental laws, statutes, orders, ordinances, codes, rulings, regulations and decrees, now in force or hereafter enacted, as the same may be amended, from time to time.
- (e) "<u>Award</u>" means all compensation, sums or anything of value awarded, paid or received for a Total, Substantial or Partial Taking, whether pursuant to judgment, agreement or otherwise.
  - (f) "Base Rent" has the meaning given to such term in Section 3.1 hereof.
  - (g) "Claims" has the meaning given to such term in Section 15.2 hereof.
- (h) "Debtor Relief Laws" means the Bankruptcy Code of the United States, as amended, and all other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws from time to time in effect affecting the rights of creditors generally.
- (i) "<u>Default Rate</u>" shall mean the lesser of (i) an annual rate of interest equal to four percent (4%) above the "Prime Rate" as published in the "Money Rates" section of *The Wall Street Journal* or, if no longer published, the prime rate of large money-center banks in the United States as published in any similar financial publication, from time to time, or (ii) the maximum rate of interest permissible under applicable law.
- (j) "<u>Effective Date</u>" has the meaning given to such term in the Preamble to this Lease.
- (k) "Environmental Laws" shall mean any federal, State or local law, statute, code, ordinance, rule, regulation or requirement relating to human health or safety or governing, regulating or pertaining to the generation, treatment, storage, handling, transportation, use or disposal of any Hazardous Substance, including, but not limited to, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., (ii) the Hazardous Substances Transportation Authorization Act of 1994, as amended, 49 U.S.C. § 5101 et seq., (iii) the Resource, Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq., (iv) the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq., (v) the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. § 2601 et seq., (vi) the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (vii) any so-called "superfund" or "superlien" law, and (vii) the health, safety and environmental laws of the State, as the same may be amended, from time to time.

- (l) "<u>Existing Environmental Conditions</u>" has the meaning given to such term in Section 16.2 hereof.
- (m) "Expiration Date" has the meaning given to such term in Section 2.2 hereof.
- (n) "<u>Force Majeure Delay</u>" has the meaning given to such term in Section 17.29 hereof.
- (o) "Hazardous Substances" means any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade: (a) that because of its toxicity, concentration, or quantity, has characteristics that are hazardous or toxic to human health, the environment, or natural resources; (b) that is subject to regulation, investigation, control, or remediation under any Environmental Laws, or to which exposure is now prohibited, limited, or regulated by, or that could foreseeably be prohibited, limited, or regulated by or under, any Environmental Law; or (c) that is defined as hazardous, acutely hazardous, toxic, a pollutant, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, or words of similar import or regulatory effect under Environmental Laws; including, without limitation, any petroleum or petroleum-derived products; radon, radioactive materials or wastes; asbestos in any form; lead or lead-containing materials, urea formaldehyde foam insulation; organohalogenated flame-retardant chemicals, including, without limitation, per- and polyfluoroalkyl substances, perfluorooctanoic acid, and perfluorooctane sulfonate; foundry sand; and polychlorinated biphenyls.
  - (p) "Impositions" has the meaning given to such term in Section 6.1 hereof.
- (q) "Improvements" has the meaning given to such term in the Recitals to this Lease.
- (r) "Kenosha County" means Kenosha County, a Wisconsin municipal corporation.
- (s) "Kenosha Engine Plant Remediation Action" has the meaning given to such term in Section 16.2 hereof.
- (t) "<u>Landlord</u>" has the meaning given to such term in the Preamble to this Lease.
- (u) "<u>Landlord Indemnified Parties</u>" has the meaning given to such term in Section 15.2 hereof.
- (v) "<u>Landlord Party</u>" has the meaning given to such terms in Section 16.1 hereof.
  - (w) "<u>Lease</u>" has the meaning given to such term in the Preamble to this Lease.

- (x) "<u>Leased Property</u>" has the meaning given to such term in the Recitals to this Lease.
  - (y) "Master Declaration" has the meaning set forth in Section 5.1(b).
  - (z) "Mortgage" has the meaning given to such term in Section 11.1 hereof.
- (aa) "Mortgagee" means the mortgagee, beneficiary or the like of a Mortgage permitted by this Lease.
  - (bb) "New Lease" has the meaning given to such term in Section 11.4 hereof.
- (cc) "<u>Notice of Intended Taking</u>" means any notice which a reasonably prudent Person would interpret as expressing a governmental agency's existing intention of Taking (as distinguished from a mere preliminary inquiry or proposal). The notice is considered to have been received when a Party receives from the condemning agency or entity a notice of intent to take, in writing, containing a description or map reasonably defining the extent of the Taking.
- (dd) "<u>Partial Taking</u>" means any Taking that is not either a Total Taking or a Substantial Taking.
- (ee) "Party" or "Parties" means either Landlord or Tenant or both as the context requires.
- (ff) "<u>Permitted Encumbrances</u>" means all federal, state and local laws and regulations, including municipal and zoning ordinances and agreements entered under them; recorded easements; recorded building and use restrictions and covenants; and general taxes levied in the year of closing.
- (gg) "Person" or "persons" means any individual, corporation, limited liability company, partnership (general or limited), joint venture, association, joint stock company, trust, government or any agency or political subdivision thereof, other business entity, or other organization recognized at law.
  - (hh) "Premises" means the Leased Property and the Improvements.
  - (ii) "Rent" means Base Rent and Additional Rent.
  - (jj) "State" means the State in which the Leased Property is located.
- (kk) "<u>Substantial Taking</u>" means the Taking of so much of the Premises (or any part thereof) that one of the following conditions results: (i) the remainder of the Premises is insufficient for the economic and feasible use and operation by Tenant, or (ii) a reasonable amount of reconstruction would not make the Premises a practical improvement reasonably suited for the uses and purposes for which the Premises are leased hereunder.

- (II) "Taking" means the taking or damaging, including severance damage, by eminent domain or by inverse condemnation or for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation, in avoidance of an exercise of eminent domain, or while condemnation proceedings are pending. Taking shall be considered to take place as of the later of (i) the date actual physical possession is taken by the condemning authority, or (ii) the date on which the right to compensation and damages accrues under applicable law.
- (mm) "Tenant" has the meaning given to such term in the Preamble to this Lease.
- (nn) "<u>Tenant Indemnified Parties</u>" has the meaning given to such term in Section 15.2 hereof.
- (00) "Tenant Party" has the meaning given to such terms in Section 16.1 hereof.
- (pp) "<u>Tenant Responsible Contamination</u>" has the meaning given to such term in Section 16.3 hereof.
  - (qq) "Term" has the meaning given to such term in Section 2.2.
- (rr) "<u>Total Taking</u>" means any Taking by condemnation of the fee title to all the Premises.
  - (ss) "WDNR" has the meaning given to such term in Section 16.2 hereof.

### ARTICLE II GRANT AND TERM OF LEASE

- Section II.1 <u>Leasing Clause</u>. Subject to the terms and conditions contained in this Lease, Landlord hereby leases, demises and lets to Tenant and Tenant hereby takes and leases from Landlord the Leased Property.
- Section II.2 <u>Term of Lease</u>. Subject to the provisions hereof, the term of this Lease shall be for a period of sixty (60) years (the "<u>Term</u>"), commencing on the Effective Date and ending at 11:59 pm on the last day preceding the sixtieth (60th) anniversary of the Effective Date (the "<u>Expiration Date</u>"), unless earlier terminated as provided herein.

### ARTICLE III RENT

Section III.1 <u>Base Rent</u>. In consideration of the Initial Term, Tenant agrees to pay Landlord base rent (the "<u>Base Rent</u>") for the Leased Property in accordance with the terms of this Section 3.1. The Base Rent shall be One Hundred Dollars (\$100.00), which has been prepaid

in full, in advance, on the Effective Date and Landlord hereby acknowledges receipt of all prepaid Base Rent.

Section III.2 <u>Additional Rent</u>. Tenant hereby agrees to pay all Additional Rent to Landlord or to such other Person as Landlord may direct or as is required under this Lease at such time as such Additional Rent is due and payable as required under this Lease. If Tenant fails to make such Additional Rent payment within five (5) days of the date such payment is due, Tenant shall pay to Landlord interest at a rate of equal to the Default Rate on the amount unpaid, computed from the date such Additional Rent was due up to and including the date of payment by Tenant.

Section III.3 <u>Interest</u>. If Tenant shall fail to reimburse Landlord for any Impositions that Landlord has elected to pay in accordance with this Lease within five (5) days after the date when each such payment is due, Tenant shall pay to Landlord interest at a rate equal to the Default Rate on the amount unpaid, computed from the date such payment of Impositions was made by Landlord up to and including the date of payment by Tenant.

# ARTICLE IV ALTERATIONS

### Section IV.1 Alterations.

(a) Tenant shall, at its sole cost and expense obtain any and all requisite building, construction, zoning and other licenses, variances, permits and approvals related to or necessary for its construction of the Project and all related Improvements. Landlord shall cooperate in all reasonable respects, to the extent necessary in its capacity as owner of the Property and at no out of pocket cost to Landlord, with Tenant in order to obtain such permits and/or approvals. Notwithstanding anything to the contrary herein, the obligations in this Section 4.1(a) shall apply to Landlord solely in its capacity as owner of the Property, and nothing in this Lease is intended to modify or circumvent the City of Kenosha approval process when the City of Kenosha or any unit thereof is acting in a regulatory capacity. Once commenced, Tenant shall diligently prosecute its construction of the Project to completion, subject to the force majeure provisions contained in Section 17.29. Tenant shall take reasonable measures to minimize damage, disruption or inconvenience in the Property caused by the construction. Tenant shall not permit equipment, trash, materials or the like to be located outside of the Property except as otherwise may be explicitly agreed in writing. Promptly upon completion of the Project, Tenant shall supply Landlord with a copy of the certificate of occupancy from the local building department and one (1) set of "as-built" drawings (in print and AutoCAD). Notwithstanding anything to the contrary contained herein, the review of any plans by Landlord or an agent, employee, contractor or representative of Landlord (including, without limitation, the making of any comments thereto) shall not: (A) limit the obligations, duties and liabilities of Tenant under this Lease; or (B) result in any liability or responsibility on the part of Landlord for their completeness, design sufficiency, adequacy or compliance with Applicable Laws, the Permitted Encumbrances or the terms of this Lease.

- (b) Except as otherwise expressly set forth in this Section 4.1, Tenant shall have the right to make or perform or cause to be made or performed any and all alterations, additions and improvements, structural and non-structural, without Landlord's consent. All such alterations, additions, improvements and removals so made by Tenant are herein referred to as "Alterations."
- Section IV.2 <u>Completion</u>. The Project, including all Improvements and Alterations thereto, will be constructed in compliance with all Applicable Laws and the Permitted Encumbrances. Upon completion of any Alterations to the Premises, Tenant will (i) procure any required final certificate of occupancy (or its equivalent) and deliver to Landlord the original or a copy thereof, and (ii) furnish Landlord with any permits, approvals and filings that must be obtained from or submitted to any state or federal regulatory agency in connection with any Alterations.
- Section IV.3 <u>Delivery of Insurance Policies</u>. Before commencing any Alterations or entering any contracts relating to the construction or alteration of the Premises, Tenant shall supply Landlord with such endorsements to the insurance policies required under this Lease as shall be necessary to fully cover the contemplated work.
- Section IV.4 No Liens. Notice is hereby given that Landlord will not be liable for any work, services, materials or labor furnished to Tenant, and no mechanic's, materialmen's or other lien arising or resulting from Tenant's acts or omissions (collectively, "Tenant Liens") shall attach to or affect Landlord's interest or estate in the Premises, provided that Tenant shall have the right to Mortgage (as hereinafter defined) its interest in the Project, subject to Landlord's right hereunder. Tenant shall keep the Premises and its interest under this Lease free and clear of all Tenant Liens, including, without limitation, liens for work, services, materials or labor furnished to Tenant or alleged to have been so furnished, excluding Mortgages expressly authorized under Article XI. In the event Tenant fails to discharge, bond over, or otherwise address to Landlord's reasonable satisfaction any such Tenant Lien encumbering the Premises or Tenant's interest in this Lease within twenty (20) days after the filing thereof, Landlord may (but shall not be obligated to) cause such lien to be released and discharged, in which event Tenant shall reimburse Landlord for all costs it incurs in connection therewith, including, without limitation, reasonable attorneys' fees.

# ARTICLE V USE OF PREMISES

### Section V.1 Use of Premises.

- (a) The Premises shall be used to develop and operate the Project, and for any other lawful use, subject to and in accordance with Applicable Law and the Permitted Encumbrances, and the Master Declaration (as defined below).
- (b) Landlord may impose a Declaration of Covenants, Restrictions and Easements for Kenosha Innovation Neighborhood, encumbering the Premises (the "<u>Master Declaration</u>"), which shall in form and substance reasonably acceptable to Tenant. The Master

Declaration, as amended or supplemented from time to time, shall be a Permitted Encumbrance hereunder.

- (c) In no event shall the Premises be used for any purpose which would constitute a public or private nuisance or waste or which would violate any of the provisions of any Applicable Laws, the Master Declaration or the other Permitted Encumbrances. Tenant agrees that, with respect to the Master Declaration and the other Permitted Encumbrances, Tenant shall observe, perform and comply with and carry out the provisions thereof required therein to be observed and performed by Landlord with respect to the Premises. Without limiting the generality of the foregoing, Tenant shall pay or cause to be paid all amounts that Landlord owes under the Permitted Encumbrances, and satisfy all of Landlord's obligations under the Permitted Encumbrances, to the extent that, but only to the extent, the same relate to the Premises or the activities and operations of Tenant.
- (d) Tenant shall not use, occupy or permit any of the Premises to be used or occupied, nor do or permit anything to be done in or on any of the Premises, in a manner which would (i) make void or voidable any insurance which Tenant is required hereunder to maintain in force with respect to any of the Premises, (ii) affect the ability of Tenant to obtain any insurance which Tenant is required to furnish hereunder, or (iii) cause any injury or damage to any of the Improvements.

# Section V.2 <u>Nondiscrimination</u>. Tenant agrees that:

- (a) No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Property or the Improvement thereon contrary to federal, state or local, law, rule or regulation.
- (b) Tenant shall include the foregoing provision in any sublease of the Leased Property. Further Tenant agrees to indemnify and hold Landlord, its officers, employees and agents harmless from and against any claims and demands of third parties, including the United States of America, resulting from Tenant's noncompliance with the provisions of this Section 5.2, and Tenant shall reimburse Landlord any loss, expense or attorneys' fees incurred by reason of Tenant's noncompliance.

# ARTICLE VI TAXES AND ASSESSMENTS; UTILITIES

Section VI.1 <u>Payment of Taxes</u>. Subject to the provisions of Section 6.3 hereof relating to contests, from and after the Effective Date, Tenant shall, before delinquent or interest or penalties are due thereon, pay and discharge to pay and discharge all of the following (collectively, the "<u>Impositions</u>"): (i) all taxes of every kind and nature (including real, ad valorem, personal property, gross income, franchise, withholding, profits and gross receipts taxes) on or with respect to the Premises; (ii) all charges and/or taxes imposed by any governmental body for any easement or agreement maintained for the benefit of the Premises; (iii) all general and special assessments (payable in installments if permitted), levies, permits, inspection and license fees on or with respect to the Premises; (iv) all water and sewer rents and

other utility charges on or with respect to the Premises; and (v) all other public charges and/or taxes whether of a like or different nature, even if unforeseen or extraordinary, imposed or assessed upon or with respect to the Premises, during (but not prior to) the Term, against Landlord, Tenant, or any of the Premises as a result of or arising in respect of the occupancy, leasing, use, maintenance, operation, management, repair or possession thereof, or any activity conducted on the Premises, or the Base Rent or Additional Rent, including, without limitation, any gross income tax, sales tax, occupancy tax or excise tax levied by any governmental body on or with respect to such Base Rent or Additional Rent. If received by Landlord, Landlord shall promptly deliver to Tenant any bill or invoice with respect to any Imposition. No failure by Landlord to deliver any such bill or invoice shall relieve Tenant of its responsibility to pay the same in accordance with the terms of this Section 6.1. Nothing herein shall obligate Tenant to pay, and the term Impositions shall exclude the following: (a) transfer taxes as the result of a conveyance by (or suffered by) Landlord; (b) franchise, capital stock, or similar taxes if any, of Landlord; (c) income, excess profits or other taxes, if any, of Landlord, determined on the basis of or measured by its net income; or (d) any estate, inheritance, succession, gift, capital levy or similar taxes, unless the taxes referred to in clauses (b) and (c) above are in lieu of or a substitute for any other tax or assessment upon or with respect to any of the Premises which, if such other tax or assessment were in effect at the commencement of the Term, would be payable by Tenant. If any assessment against any of the Premises may be paid in installments, Tenant shall have the option to pay such assessment in installments; and, in such event, Tenant shall be liable only for those installments which become due and payable during the Term. Tenant shall prepare and file all tax reports required by governmental authorities which relate to the Impositions. Tenant shall deliver to Landlord copies of all settlements and notices pertaining to the Impositions which may be issued by any governmental authority and receipts for payments of all Impositions made during each calendar year of the Term, within ten (10) days after payment thereof.

Section VI.2 <u>Indemnity for Impositions</u>. Tenant will work in good faith to resolve any potential lien or judgment for Impositions to be enforced against the Premises. Tenant agrees to defend, indemnify and save Landlord harmless from the payment of such Impositions and any loss, cost, expense (including court costs and reasonable attorneys' fees), or liability ever incurred or suffered by Landlord as a result of Tenant's failure to pay such Impositions or any portion thereof in accordance with the provisions hereof.

Section VI.3 <u>Tenant's Right to Contest</u>. Tenant may in good faith and at its sole cost and expense (in its own name or in the name of Landlord, solely in its capacity as owner of the Leased Property, or both, as Tenant may determine appropriate) contest the validity or amount of the Impositions or any other taxes, charges, assessments or other amounts, charged or assessed against the Premises, in which event the payment thereof may be deferred during the pendency of such contest. If requested by Tenant, Landlord will join Tenant, solely in its capacity as owner of the Leased Property, as a party to any such contest; provided, that, Landlord shall not be obligated to incur any expense in connection therewith. Nothing herein contained, however, shall be construed to authorize Tenant to allow or to permit the Premises, or any part thereof, to be sold by any city, state, municipal, or other governmental authority for the non-payment of any Impositions.

Section VI.4 <u>Allocations of Impositions Between Parcels</u>. Landlord shall, at its sole cost and expense, have the Premises designated as a separate parcel for taxing purposes, in compliance with all Applicable Laws, so that the Premises are assessed separately from all other property for all tax purposes. If at any time after the Effective Date the Premises are not separately assessed, Tenant shall pay to pay a share of the Impositions attributable to the Premises pursuant to an equitable allocation as reasonably determined by Landlord and Tenant.

Section VI.5 <u>Utilities</u>. Tenant shall pay or cause to be paid all charges for water, heat, gas, electricity, cable, trash disposal, sewers, stormwater and any and all other utilities used on the Premises throughout the Term, including, without limitation, any connection and servicing fees, permit fees, inspection fees and fees to reserve utilities capacity. On Tenant's written request, Landlord will, at Tenant's sole cost and expense, join with Tenant in any application required for obtaining or continuing any utility service relating to the Premises. Tenant shall defend, indemnify and hold Landlord and the Premises harmless from any loss, cost, expense, liability, lien or the like associated with any such utility or service charge. Notwithstanding the foregoing, Landlord shall pay or cause to be paid all charges for any utilities used by Landlord on or off of the Leased Property.

# ARTICLE VII NET LEASE; NO LANDLORD SERVICES

Section VII.1 Net Lease. This is a net lease and Base Rent, Additional Rent and all other sums payable hereunder by Tenant shall be paid without notice, demand, setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense. It is intended that the Base Rent provided for in this Lease shall be absolutely net to Landlord, and accordingly, except as otherwise expressly required under this Lease, Tenant covenants and agrees to pay, as they become due and payable and before they become delinquent, all operating and capital expenses in connection with the construction, operation, maintenance, repair, restoration, use or occupation of the Premises, including, without limitation, the costs, charges and assessments related to Impositions, utilities located within the Leased Property for the operation of the Improvements and insurance.

Section VII.2 <u>No Landlord Services</u>. Tenant expressly agrees that nothing contained in this Lease shall require Landlord to furnish to Tenant or any other occupant of the Premises any water, sewer, gas, heat, electricity, light, power, or any other utilities, labor, materials, or services of any kind whatsoever, except as may be provided in the Master Declaration or as may otherwise be a municipal service provided in the ordinary course by the City of Kenosha.

# ARTICLE VIII TITLE, CONDITION, AND LANDLORD'S REPRESENTATIONS AND WARRANTIES

Section VIII.1 Title and Condition.

(a) The Leased Property is demised and let subject to (i) the Permitted Encumbrances, and (ii) all Applicable Laws.

- (b) Landlord represents and warrants to Tenant, with the understanding that Tenant is entering into this Lease in reliance thereon, that as of the Effective Date:
  - (i) Landlord has the full power and authority to enter into and perform this Lease according to its terms and the individual or individuals executing this Lease on behalf of Landlord is authorized to do so;
  - (ii) except for the Permitted Encumbrances and that certain Option to Lease Agreement dated as of January 9, 2023, by and between Landlord and Kenosha Innovation Neighborhood, Inc. ("KIN") (the "KIN Option"), which KIN Option has been waived by KIN with respect to the Leased Property pursuant to that Waiver of Option Agreement dated as of \_\_\_\_\_\_\_, 2024, Landlord has not granted to any Person, and no Person has the right, to use or occupy any portion of the Leased Property; and
  - (iii) Landlord has not received notice of and has no knowledge of any existing or threatened action, suit or proceeding affecting the Leased Property (including, without limitation, proposed or threatened condemnation), in any court or before or by any federal, state, county or municipal or other governmental instrumentality, other than the Kenosha Engine Plant Remediation Action (as defined below).
  - (iv) Prior to the Effective Date, Landlord has, at its sole expense, complied in all material respects with all applicable laws, ordinances, regulations, statutes, rules, restrictions and permits pertaining to or affecting the Leased Property.
  - (v) Landlord has not received any written notice stating that it is in default concerning any of its obligations or liabilities that could result in a lien on the Leased Property.
  - (vi) Landlord has had no work performed which would allow a mechanic's lien to attach to the Leased Property (or, if any such work has been done or will be done hereafter, Landlord will pay for such work in full and remedy any outstanding lien issues at or before the Effective Date).
  - (vii) No methamphetamine production has occurred on the Leased Property. Landlord has not received any written order from the City of Kenosha police, the County sheriff's department or any health department requiring removal of precursor waste chemicals or remediation and no such orders have been vacated.
  - (viii) All taxes for all prior years, all governmental liens and all public debts including assessments or impact fees which are currently due and payable, if any, are paid or will be paid by Landlord as of the Effective Date.

- (ix) Except as may be disclosed in the documents delivered pursuant to Section 16.2 of this Lease, the Leased Property complies in all material respects with all applicable Environmental Laws, including all term and conditions of the Kenosha Engine Plant Remediation Action (as defined below).
- (x) Except as disclosed in the documents delivered pursuant to Section 16.2, there are no underground or aboveground storage tanks located on or about the Leased Property.
- (xi) Except for the KIN Option, no person has any right to purchase all or any portion of the Leased Property and Landlord has or will have as of the Effective Date, good and marketable title to the Leased Property, free and clear of all liens, mortgages, charges and encumbrances except for matters of record and the terms of the Stipulation and Order entered in the matter of In re Old Carco LLC (f/k/a Chrysler LLC) et. al. (Case No. 09-50002 Bankr. S.D.N.Y.).
- (xii) As of the Effective Date, there are no contracts, agreements or obligations relating to the Leased Property, which will extend beyond the Effective Date, except matters of record and those previously disclosed to Tenant in writing or delivered to Tenant in accordance with Article IV of this Lease.
- (xiii) There are no tenants or persons or entities in possession of or having the right to possess the Leased Property or any part thereof, except for any matters of record as of the Effective Date of this Lease.
- (xiv) There are no leases or other occupancy agreements affecting the Leased Property that will remain in effect after the Effective Date except for matters of record as of the date of this Lease.
- (c) Tenant acknowledges and agrees that Tenant has examined the condition of title to the Leased Property prior to the execution and delivery of this Lease and has found such title to be satisfactory for the purposes contemplated by this Lease.
- (d) Landlord shall promptly deliver to Tenant and Tenant's Mortgagee a written notice of the commencement of any legal action by any governmental authority or third-party affecting the Leased Property, and will make no concessions or settlements with respect to any such action without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- (e) EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS MADE BY LANDLORD HEREIN, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, LANDLORD LEASES AND WILL LEASE AND TENANT TAKES AND WILL TAKE THE LEASED PROPERTY "AS IS" AND "WITH ALL FAULTS," AND TENANT ACKNOWLEDGES THAT LANDLORD (WHETHER ACTING AS LANDLORD HEREUNDER OR IN ANY OTHER CAPACITY) HAS NOT MADE AND WILL NOT MAKE, NOR SHALL LANDLORD BE DEEMED TO HAVE MADE, ANY WARRANTY OR

REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE LEASED PROPERTY, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO ITS HABITABILITY, ITS FITNESS FOR USE OR PURPOSE, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, LATENT OR PATENT, OR AS TO VALUE, COMPLIANCE WITH SPECIFICATIONS, LOCATION, USE, CONDITION, MERCHANTABILITY, QUALITY, DESCRIPTION, DURABILITY OR OPERATION, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY TENANT. TENANT ACKNOWLEDGES THAT THE LEASED PROPERTY IS OF ITS SELECTION AND TO ITS SPECIFICATIONS, AND THAT THE LEASED PROPERTY HAS BEEN INSPECTED BY TENANT AND IS SATISFACTORY TO IT.

Landlord hereby covenants and agrees to indemnify, defend, and hold Tenant harmless with respect to all loss or damage suffered by Tenant, caused or arising due to a breach of the representations, warranties or covenants of Landlord contained in this Lease or to Landlord's failure to fulfill its obligations under this Lease, including but not limited to this Article XIII (including reasonable attorneys' fees), and all expenses and reasonable attorneys' fees incurred by Tenant in enforcing its right to such indemnification.

# ARTICLE IX MAINTENANCE AND REPAIR; COMPLIANCE WITH LAWS; INSURANCE

Section IX.1 Repair and Maintenance. Throughout the Term, Tenant, at its sole cost and expense, shall keep and maintain all of the Premises in good repair and condition in a manner consistent with the standard and quality which prevail among properties in the same or similar circumstances involving the use and operations as permitted hereunder (taking into account its then current age), and shall make all repairs, replacements and renewals, foreseen or unforeseen, ordinary or extraordinary, necessary to put or maintain the Premises in such state of repair and condition. Landlord shall not be required to maintain, repair or rebuild all or any part of the Premises pursuant to this Lease, except as otherwise provided herein, including with respect to the Kenosha Engine Plant Remediation Action. In addition, provided that Landlord shall be required to deliver the Leased Property in the condition required under this Lease, including but not limited to Article VIII hereof, Tenant shall keep the Premises in a safe and sanitary condition as required by all Applicable Laws.

Section IX.2 <u>Compliance with Laws</u>. Provided that Landlord shall be required, at Landlord's sole cost and expense, to deliver the Leased Property in the condition required under this Lease, including but not limited to Article VIII hereof, during the Term, Tenant shall comply with and cause the Premises to be in compliance with (i) all Applicable Laws applicable to the Premises or the uses conducted on the Premises, (ii) the provisions of any insurance policies required to be maintained by Tenant with respect to the Premises, and (iii) the terms of any easements, covenants, conditions and restrictions affecting the Premises which are Permitted Encumbrances or are created after the date of this Lease with Tenant's written approval. If any additions, alterations, changes, repairs or other work of any nature, structural or otherwise, shall be required or ordered or become necessary at any time during the Term because of any of these requirements, but subject to Landlord's obligation to deliver the Leased Property in the condition

required under this Lease, including but not limited to Article VIII hereof, the entire expense of the same, irrespective of when the same shall be incurred or become due, shall be the liability of Tenant and Landlord shall have no such obligations or liability.

### Section IX.3 Compliance with EDA Restrictive Covenants.

- (a) Landlord and Tenant acknowledge that portions of the Leased Property were improved as identified on <u>Exhibit B</u> (the "<u>EDA Funded Improvements</u>"), in part, with funding from the U.S. Economic Development Administration ("<u>EDA</u>") and is subject to the terms and conditions of the EDA financial assistance award and applicable EDA Property Management regulations. Consequently, all recipients of EDA financial assistance or owners and/or their successors and assigns of the EDA Funded Improvements agree as follows:
  - (i) Real property or equipment acquired or improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the financial assistance award and EDA policies including non-relocation, adequate consideration and environmental compliance. Further, said property may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. § 302.20 or for inherently religious activities prohibited by applicable federal law.
  - (ii) Tenant agrees to provide Landlord and EDA with any applicable document, evidence or report required to assure compliance with federal and state law applicable to the EDA Funded Improvements, including but not limited to applicable federal and state environmental laws.
  - (iii) Any deeds or instruments of conveyance of the EDA Funded Improvements shall contain a Notice of Federal Interest which shall prohibit the use of the subject property for any purpose other than the authorized purpose of the EDA award. This Notice of Federal Interest shall remain in effect for 20 years, the EDA-defined useful life of the facilities.
- (b) <u>Civil Rights</u>. Tenant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, religion, sex, age or physical or mental disability.
- (c) <u>Audits and Inspections</u>. At any time during normal business hours and as frequently as is deemed necessary, Tenant shall make available to Landlord and EDA or EDA's authorized agents, for their examination, all of its records pertaining to matters covered by any Lease associated with the EDA Funded Improvements and only matters relating to such Lease.
- (d) <u>Retention of Records</u>. All records in the possession of Tenant pertaining to any Lease associated with the EDA Funded Improvements shall be retained for a period of three years after the expiration of the Lease or any extensions thereof. All records

shall be retained beyond the three-year period if audit findings have not been resolved within that period or if other disputes have not been resolved.

Section IX.4 Property Insurance. Tenant, at its sole expense, shall maintain, at all times during the Term, property insurance, written on a special form basis or its equivalent, together with boiler and machinery insurance, in an amount not less than the full replacement value of the Premises and the property of Tenant located on or about the Premises. All property insurance and boiler and machinery insurance which may be carried by Tenant with respect to the Premises and the property of Tenant located on or about the Premises shall contain or be endorsed with a clause permitting waiver of rights of recovery prior to a loss and waiving all rights of subrogation against Landlord, so long as such a clause is commercially available. Notwithstanding anything to the contrary contained herein, Tenant and Landlord hereby waive all rights of recovery, claims and causes of action that either Party may have against the other Party (and its officers, directors, shareholders, partners, employees and agents) for damages that are actually covered by Tenant's or Landlord's property insurance and boiler and machinery insurance (or that would have been covered had Tenant Parties and Landlord maintained the insurance required under this Lease).

Section IX.5 <u>Liability Insurance</u>. Tenant at its sole expense, shall maintain or cause to be maintained, and shall cause the Tenant Parties to maintain, at all times during the Term, the following insurance policies and coverages:

- (a) Wisconsin Workers' Compensation and Employers Liability & Disease with statutory limits of Workers' Compensation insurance.
- (b) Commercial General Liability Insurance (including coverage for broad-form contractual liability, ongoing operations, completed operations, explosion, collapse and underground hazards) with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate covering bodily injury, property damage, personal injury, fire, legal, liquor and products and completed operations.
- (c) Umbrella (Excess) liability insurance with umbrella liability in policy limits of not less than Two Million Dollars (\$2,000,000) in excess of those required for General Liability and Employer's Liability.
- (d) When planning and undertaking any Alterations, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.
- (e) When planning and undertaking any Alterations, Environmental Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.
- (f) Notwithstanding the limits set forth in this Section 9.4, Landlord reserves the right to increase, in a commercially reasonable manner, the minimum limits set forth hereinabove upon thirty (30) days advance written notice to Tenant.

Section IX.6 <u>Additional Insureds; Subrogation</u>. Landlord and Tenant shall be named as an additional insured for the General Liability and Umbrella Liability insurance above. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable.

Section IX.7 <u>Builder's Risk Insurance</u>. Tenant, at its sole expense, shall maintain or cause to be maintained, during any period in which any Alterations or other construction activity is occurring on or about the Premises, Builder's risk insurance in such commercially reasonable amounts as Landlord may reasonably require from time to time.

Section IX.8 General Requirements. Prior to the Effective Date, Tenant shall deliver to Landlord certificates of the insurance required under this Lease. All policies of insurance required to be maintained by Tenant hereunder shall be kept in full force and effect for the term of this Lease and be endorsed with a provision requiring the insurer to give Landlord not less than thirty (30) calendar days' written notice prior to any cancellation, non-renewal or material modification of policy provisions. All policies of insurance required to be maintained by Tenant under this Lease shall be issued by insurance companies approved by the State of Wisconsin, with a rating of at least "A" per Best's Key Rating Guide, and otherwise reasonably acceptable to Landlord. From time to time, but no more than once every five years during the Term, Landlord, acting in a commercially reasonably manner, may require that Tenant increase the limits of coverage set forth in any policies of insurance required of Tenant hereunder.

Section IX.9 <u>Premiums</u>. All premiums and charges for all of said insurance policies shall be paid by Tenant when due. If Tenant Parties shall fail and neglect to make any payment when due, Landlord may, but shall not be obligated to, make such payment or carry such policy, and the amount of any premium paid by Landlord shall be repaid by Tenant promptly on demand.

# ARTICLE X ASSIGNMENT AND SUBLETTING

Section X.1 Sublease by Tenant. Tenant shall have the right to sublease the Premises.

Section X.2 <u>Assignment by Landlord</u>. Landlord may, without Tenant's consent, sell or assign all or part of its interest in the Premises, including its interest in this Lease, and Tenant shall attorn to any purchaser or assignee of Landlord's interest, provided such purchaser or assignee shall be bound by this Lease and shall assume Landlord's obligations hereunder from and after the effective date of such sale or assignment.

# ARTICLE XI FINANCING

Section XI.1 <u>Tenant's Financing</u>. Tenant and shall have the right during the Term to subject Tenant's leasehold interest in the Premises to one or more mortgages, deeds of trust, assignments of lease, security agreements, or other methods of financing or refinancing (a "<u>Mortgage</u>"). Tenant shall promptly notify Landlord in writing of the name and address of any Mortgagee, and the name and telephone number of a contact person for such Mortgagee.

Section XI.2 <u>Landlord's Financing</u>. Landlord shall have the right to mortgage its fee title to the Leased Property, provided that any such mortgage shall be expressly subordinate to all of the rights and interests of Tenant Parties under this Lease and to the rights of any Mortgagee under this Article XI; it being expressly understood, however, that this shall not be deemed to mean that this is a so-called "subordinated ground lease," and neither Tenant nor its Mortgagees shall in any event have any lien upon or rights or interest in or to the fee title to any portion of the Leased Property or Landlord's interest in this Lease.

Section XI.3 Notice to Mortgagee. If Tenant shall be in default under this Lease, and the applicable grace period for cure by Tenant shall have expired, Landlord shall send a copy of the written notice of the default to Mortgagee at its address as provided in writing to Landlord by Tenant. Mortgagee shall have thirty (30) days after receipt of the written notice of the default from Landlord within which to cure or remove the default, and if the default cannot with diligence be cured within the thirty (30) day period, then Mortgagee shall have a reasonable time thereafter to effect such cure (not to exceed ninety (90) days), provided that Mortgagee has commenced to cure such default within the thirty (30) day period, and is actively, diligently and continuously proceeding in good faith to cure such default, and provided further that any delay in curing such default shall not result in a material adverse effect on the value of the Premises. Notwithstanding any other provision of this Lease, Landlord shall not have any right pursuant to this Lease or otherwise to terminate this Lease due to Tenant's default.

Section XI.4 <u>Acceptance of Cure</u>. Landlord will accept performance by Mortgagee of any covenant, agreement or obligation of Tenant contained in the Lease with the same effect as though performed by or on behalf of Tenant.

Section XI.5 New Lease. In the event of the rejection or disaffirmance of this Lease pursuant to any Debtor Relief Laws, Landlord will enter into a new lease (the "New Lease") of the Leased Property with any Mortgagee holding a lien that is a first and senior lien upon the leasehold estate of Tenant. The New Lease shall be identical to this Lease and be effective as of the date of rejection or disaffirmance of this Lease and shall be upon the same terms and provisions contained in this Lease provided that no additional Base Rent shall be payable provided that Tenant has previously paid the one-time Base Rent payment required under Section 3.1 above and shall have a term equal to the remaining portion of the Term hereof. In order to obtain a New Lease, Mortgagee must make a written request to Landlord for the New Lease within thirty (30) days after Mortgagee receives written notice from Landlord of the effective date of rejection or disaffirmance of this Lease, as the case may be, and following receipt of such request, Landlord shall deliver such New Lease to Mortgagee for review, and Landlord and Mortgagee shall thereafter work together in good faith to finalize and execute such New Lease. In addition, Mortgagee must, prior to the execution of the New Lease by Landlord and Mortgagee, cure all defaults under this Lease that are reasonably susceptible to cure by Mortgagee and pay to Landlord all Additional Rent and other sums that would have been due and payable by Tenant under this Lease, if any, but for the rejection, disaffirmance or termination. Mortgagee's rights under this Section 11.5 are in addition to, and not limited by, Mortgagee's right to cure under Section 11.3.

Section XI.6 Delay for Foreclosure. If Landlord has given Mortgagee notice of Tenant's default under Section 11.3 and Mortgagee desires to cure Tenant's default but is unable to do so while Tenant is in possession of the Leased Property, or during the period of time that Mortgagee's proceedings are stayed by reason of Tenant being subject to any Debtor Relief Laws, then Mortgagee shall have the right to postpone the specified date for effecting a cure of this Lease or obtaining a New Lease for a period reasonably sufficient to enable Mortgagee or its designee to acquire Tenant's interest in this Lease by foreclosure of its Mortgage or otherwise, as long as (i) Mortgagee pays Landlord the Additional Rent and other sums due under this Lease, if any, during the postponement, (ii) during the postponement, all other obligations of Tenant under this Lease shall be duly performed, to the extent that Mortgagee can do so, and (iii) Mortgagee is actively, diligently and continuously proceeding in good faith to obtain an appropriate release from any applicable court order or restraint and, upon such release, Mortgagee promptly commences and actively, diligently and continuously proceeding in good faith to complete all steps and proceedings necessary for the consummation of such foreclosure or transfer in lieu of foreclosure. Mortgagee shall exercise the right to extend the cure period or the date for obtaining a New Lease by giving Landlord written notice prior to the last date that Mortgagee would otherwise be entitled to elect a cure or obtain a New Lease and by tendering to Landlord any Additional Rent and other charges then in default.

Section XI.7 No Surrender; Failure of Mortgagee to Comply. If Landlord has received written notice of the name, address and the name and telephone number of a contact person for a Mortgagee of any Mortgage as provided in Section 11.1, Landlord will not accept a voluntary surrender of this Lease without the prior written consent of such Mortgagee, which consent shall not be unreasonably withheld.

Section XI.8 <u>Nonliability for Covenants</u>. The provisions of this Article XI are for the benefit of a Mortgagee and may be relied upon and shall be enforceable by a Mortgagee. Neither a Mortgagee nor any other holder or owner of the indebtedness secured by a Mortgage or otherwise shall be liable upon the covenants, agreements or obligations of Tenant contained in this Lease, unless and until Mortgagee or that holder or owner acquires the interest of Tenant.

Section XI.9 <u>Certain Conditions</u>; <u>Rights of Landlord</u>. Notwithstanding anything contained herein to the contrary, any Mortgage executed by Tenant shall be subject to each and all of the covenants, conditions, restrictions and provisions set forth in this Lease and the Master Declaration, and to all rights of Landlord hereunder and thereunder, except as herein otherwise expressly provided.

Section XI.10 No Subordination of Fee. This Lease is an unsubordinated ground lease. Nothing contained in this Lease shall be or ever will be construed as a subordination of Landlord's fee interest in the Leased Property or its reversionary interest in the Improvements to any Mortgage.

ARTICLE XII CASUALTY

Section XII.1 Damage or Destruction. If the Improvements are damaged or destroyed by fire or other casualty during the Term, Tenant shall (i) promptly give written notice of such damage or destruction to Landlord, and (ii) at its own cost and expense, promptly and diligently repair, restore and replace the Improvements substantially in compliance with the original plans therefor or in compliance with such modified plans as shall be approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall commence such work of repair, restoration or replacement to the Improvements within sixty (60) days after the receipt of insurance proceeds, and shall thereafter diligently pursue such repair, restoration or replacement to its completion. The parties agree to coordinate all demolition, debris removal, disposal, access, staging, construction and other related items, to the extent reasonably possible, so the same does not materially interfere with the use and enjoyment of the Premises, provided that such coordination shall not prevent Tenant from fulfilling its obligations hereunder. Tenant shall abide by and cause the contractors and suppliers to abide by such reasonable rules and procedures as Landlord may deem necessary to minimize noise, traffic, fumes, vibration or other construction related disruptions. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs, restoration and replacement. Notwithstanding the foregoing, Tenant's obligation to repair, restore or replace the Improvements shall be limited to the amount of the insurance proceeds received by Tenant in connection with such casualty.

# ARTICLE XIII CONDEMNATION

Section XIII.1 <u>Notice</u>. The Party receiving or otherwise becoming aware of one or more of the following notices shall promptly notify the other Party and Tenant's Mortgagee of the receipt, content and date of such notice: (i) Notice of Intended Taking; (ii) service of any legal process relating to condemnation of the Premises; (iii) notice in connection with any proceedings or negotiations with respect to such condemnation; or (iv) notice of intent or willingness to make or negotiate a private purchase in lieu of condemnation or a sale or transfer in lieu of condemnation.

Section XIII.2 <u>Representation</u>. Landlord and Tenant shall each have the right to represent its respective interest in each condemnation proceeding or negotiation and to make full proof of claims. No agreement, settlement, sale or transfer to or with the condemning authority shall be made without the consent of Landlord and Tenant. Landlord and Tenant shall each execute and deliver to the other Party any instruments that may be reasonably required to effect or facilitate the provisions of this Lease relating to condemnation.

Section XIII.3 <u>Total or Substantial Taking</u>. On a Total Taking, this Lease shall terminate on the date of such Total Taking. On a Substantial Taking, this Lease shall terminate on the date of such Substantial Taking. If a Taking is not a Total Taking, Tenant shall elect to treat such Taking as a Substantial Taking or a Partial Taking by notice to Landlord within ninety (90) days after Tenant receives or becomes aware of the applicable Notice of Intended Taking. If Tenant elects to treat the Taking as a Partial Taking, or fails to deliver any notice, the Taking shall be deemed a Partial Taking. In the event of a Total Taking or a Substantial Taking, Tenant may continue to occupy the Premises until the condemning authority takes physical possession

thereof. Notwithstanding the foregoing, in the event of a Substantial Taking, Tenant may elect to deliver possession of the Premises to Landlord prior to the date the condemning authority takes physical possession thereof. The election shall be made by notice declaring the election and agreeing to pay all Rent required under this Lease to the date of Taking. Tenant's right to apportionment of or compensation from the Award, if any, shall then accrue as of the date of Taking.

Section XIII.4 <u>Partial Taking</u>. On a Partial Taking, this Lease shall remain in full force and effect covering the remainder of the Premises. Promptly after a Partial Taking, Tenant, at its sole expense, shall repair, alter, modify or reconstruct the Improvements in accordance with the terms of this Lease, so as to make the Improvements reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Leased Property is leased; provided, that if the reasonably estimated cost of the work represents more than fifty percent (50%) of the fair market value of the Improvements before the Taking, Tenant may elect to treat the Taking as a Substantial Taking. If Tenant does not repair, alter, modify or reconstruct the Improvements in accordance with the terms of this Lease, the cost thereof shall be deducted from Tenant's share of the Award and paid to Landlord.

Section XIII.5 <u>Allocation of Award</u>. Any Award shall be allocated to Landlord, except any portion thereof allocated to Tenant's personal property, fixtures, relocation benefits, or the value of Improvements.

Section XIII.6 <u>Temporary Takings</u>. In the event of any Taking of the temporary use of all or any part or parts of the Premises for a period of less than three hundred sixty-five (365) days and such period does not extend beyond the expiration date of the Term, neither the Term nor the Rent shall be reduced or affected in any way. If, as a result of the Taking for temporary use, Tenant is required to make expenditures for repairs, alterations, modifications or reconstruction of the Improvements to make them economically viable and practical as a whole, Tenant shall receive, hold and disburse its share of any Award in trust for such work. At the completion of the work and the discharge of the Premises from all liens and claims, Tenant shall be entitled to any surplus and shall be liable for any deficit. If any such Taking is for a period of more than three hundred sixty-five (365) days or extends beyond the expiration date of the Term, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings.

Section XIII.7 <u>Waiver</u>. The rights of Landlord and Tenant regarding any Taking shall be as set forth in this Article XIII, and each Party hereby waives the provisions of any present or future law allowing either Party to petition any court to terminate this Lease.

# ARTICLE XIV WAIVER. DEFAULT; CERTAIN RIGHTS AND REMEDIES

Section XIV.1 <u>Default</u>. The occurrence of any one or more of the following events shall constitute a default by Tenant and a breach of this Lease: (i) a failure by Tenant to make any payment of Additional Rent or other sum herein required to be paid by Tenant Parties which continues unremedied for a period of thirty (30) days after written notice thereof is given to

Tenant by Landlord; (ii) failure by Tenant to perform and observe, or a violation or breach of, any other provision in this Lease and such default shall continue for a period of ninety (90) days after written notice thereof is given by Landlord to Tenant, or if such default is of such a nature that it cannot reasonably be cured within such period of ninety (90) days, such period shall be extended for such longer time as is reasonably necessary, provided that Tenant has commenced to cure such default within said period of ninety (90) days, and is actively, diligently and in good faith proceeding with continuity to remedy such default.

Section XIV.2 <u>Landlord's Right to Cure Tenant's Default</u>. After expiration of the applicable time for curing any default by Tenant hereunder (including any applicable Mortgagee notice and cure period), or before the expiration of such cure period in the event of emergency, Landlord, at its option (but without any obligation), may elect to cure any Tenant default under this Lease, and any amount so paid and the reasonable cost of any such cure shall be deemed to be Additional Rent immediately payable by Tenant to Landlord upon demand. No such payment or performance by Landlord shall constitute a waiver of any default by Tenant or of any remedy for such default or render Landlord liable for any loss or damage resulting from any such payment or performance. Landlord, or Landlord's authorized representative, may enter the Premises for such purpose and take all such action as may be necessary therefor and such entry shall not constitute or be deemed to be an eviction of Tenant.

Section XIV.3 <u>Landlord's Remedies</u>. If any default by Tenant shall continue uncured after notice of default and beyond the cure period permitted by this Lease (including any extended notice and cure period for Tenant's Mortgagee), Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or equity:

- (a) Landlord may, in its sole and absolute discretion, enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord for all reasonable costs and expenses that Landlord incurs in effecting compliance with Tenant's obligations under this Lease as Additional Rent.
- (b) Landlord may, in its sole and absolute discretion, take whatever action at law or in equity may be necessary or desirable to collect any amounts then due and thereafter to become due hereunder, or to enforce performance and observance of any obligation, agreement or covenant of Tenant.
- (c) Landlord may, in its sole and absolute discretion, upon written notice to Tenant and Tenant's Mortgagee, enter upon and take possession of the Premises, without terminating this Lease, and expel or remove Tenant and any other Person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim for damages therefor, and relet the Premises and receive the rent therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting together with all costs incurred by Landlord in reletting the Premises, including, without limitation, rent and other concessions, brokerage commissions, advertising expenses, and attorneys' fees and any other reasonable costs incurred by Landlord in connection therewith. In the event Landlord is successful in reletting the Premises at a rental in excess of that agreed to be paid by Tenant pursuant to the terms of this Lease, the Parties agree that Tenant shall not be entitled, under any

circumstances, to such excess rental, and Tenant does hereby specifically waive any claim to such excess rental.

(d) Landlord may, in its sole and absolute discretion, use Tenant's personal property without compensation and without liability for use or damage, or store such personal property for the account and at the cost of Tenant. The election of one remedy for any one item of Tenant's personal property shall not foreclose an election of any other remedy for another item of Tenant's personal property or for the same item at a later time.

Section XIV.4 No Waiver. Forbearance by Landlord to enforce one or more of the remedies herein provided upon a default by Tenant shall not be deemed or construed to constitute a waiver of Landlord's right to enforce any such remedies with respect to any subsequent default. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered or modified except as by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to other then existing or subsequent breach thereof.

Section XIV.5 <u>Right to Contest</u>. No provision of this Article XIV shall limit or affect in any way affect Tenant's right to contest any Imposition under Section 6.3 above.

# ARTICLE XV NON-LIABILITY OF LANDLORD

Section XV.1 <u>Landlord's Non-Liability</u>. Except as specifically set forth in this Lease as Landlord's obligation, Landlord shall not be liable for any loss, damage, injury (including death), liability, cost, expense, claim, demand or cause of action of any kind or character to any Person or property arising from, related to or caused by (i) any use of the Premises or any part thereof by Tenant or any third parties, (ii) any defect in the design, construction of or material in the Improvements, (iii) any defect of soils or in the preparation of soils or in the design and accomplishment of grading, (iv) the presence or existence of any Hazardous Substances in, on or around the Premises caused by Tenant, (v) any negligent act or omission of Tenant, any subtenant or of any of their agents, representatives, contractors, employees, servants, customers, licensees or invitees, (vi) any accident on the Premises or any fire or other casualty thereon, (vii) Tenant's failure to maintain the Premises in safe condition, (viii) any accident off the Premises caused by negligent acts or occurrences on the Premises, or (ix) the breach by Tenant of any of its obligations under this Lease. Tenant, as a material part of the consideration of this Lease, waives on its behalf all claims and demands against Landlord for any such claims.

Section XV.2 <u>Indemnification by Tenant and Landlord</u>. Tenant shall indemnify, defend (by counsel acceptable to Landlord) and hold Landlord and its Affiliates, and their respective owners, officers, directors, employees and agents (collectively, the "Landlord Indemnified"

Parties"), harmless from any and all liability, loss, damage, cost, expense, claim, demand or cause of action of any kind or character (collectively, "Claims"), including court costs and reasonable attorneys' fees, arising from or out of (i) any occurrence in, upon, at or about the Premises during the Term; (ii) the operation, occupancy, use, subleasing, construction upon or maintenance of the Premises by Tenant or any of the Tenant Parties; (iii) any act, omission, negligence or misconduct by Tenant or any of the Tenant Parties; and (iv) any breach by Tenant of this Lease. Landlord shall notify Tenant within a reasonable length of time after discovery of any Claim. Tenant, at Tenant's expense, shall defend Landlord against any such Claim and shall engage counsel satisfactory to Landlord to prosecute Landlord's defense of such Claim. If Tenant fails or refuses to defend Landlord or engage counsel satisfactory to Landlord within ten (10) days after Tenant's receipt of notice of any Claim, Landlord may defend such claim and seek to recover its attorneys' fees, costs, expenses and damages from Tenant as Additional Rent. This Section 15.2 shall not apply to any Claim resulting from the gross negligence or willful misconduct of Landlord. The obligations of Tenant under this Section 15.2 shall survive any termination of this Lease.

Landlord shall indemnify, defend (by counsel acceptable to Tenant) and hold Tenant and its Affiliates, subtenants and their respective owners, officers, directors, employees and agents (collectively, the "Tenant Indemnified Parties"), harmless from any and all Claims, including court costs and reasonable attorneys' fees, arising from or out of (i) any act, omission, negligence or misconduct by Landlord or any of the Landlord Parties; and (ii) any breach by Landlord of this Lease. Tenant shall notify Landlord within a reasonable length of time after discovery of any Claim. Landlord, at Landlord's expense, shall defend Tenant against any such Claim and shall engage counsel satisfactory to Tenant to prosecute Tenant's defense of such Claim. If Landlord fails or refuses to defend Tenant or engage counsel satisfactory to Tenant within ten (10) days after Landlord's receipt of notice of any Claim, Tenant may defend such claim and seek to recover its attorneys' fees, costs, expenses and damages from Landlord. This Section 15.2 shall not apply to any Claim resulting from the gross negligence or willful misconduct of Tenant. 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 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. The obligations of Landlord under this Section 15.2 shall survive any termination of this Lease and shall extend to any subtenants, which are intended third party beneficiaries hereof.

# ARTICLE XVI ENVIRONMENTAL MATTERS

Section XVI.1 No Use of Hazardous Substances. Neither Party nor any of its officers, directors, employees, representatives, agents, contractors, subcontractors, successors, assigns, concessionaires, invitees or other occupants of the Premises (each, as applicable, a "Tenant Party" or a "Landlord Party") shall use, generate, manufacture, refine, produce, process, store or dispose of any Hazardous Substances in, on, under or about the Premises or transport any Hazardous Substances to, from or across the Premises, except in compliance with all Applicable

Laws. The Tenant Parties and Landlord Parties shall, at their own expense, procure, maintain in effect and comply with all conditions of all Applicable Laws and all permits, licenses and other governmental and regulatory approvals required for the storage or use by such Tenant Party or Landlord Party of Hazardous Substances in, on, under or about the Premises, including discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises.

Section XVI.2 Existing Environmental Conditions. Landlord shall indemnify, defend (by counsel acceptable to Tenant), protect, and hold Tenant, and any Mortgagee of Tenant harmless from and against all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses or expenses (including reasonable attorneys' fees and costs through litigation and all appeals) resulting from, arising from or caused in whole or in part, directly or indirectly, by any of the existing environmental conditions at or prior to the Effective Date ("Existing Environmental Conditions"), including, without limitation, with respect to all conditions and obligations related to the ongoing site-wide remediation of the former Kenosha Engine Plant, identified by the Wisconsin Department of Natural Resources ("WDNR") as BRRTS# 02-30-000327 FID 230004500 (the "Kenosha Engine Plant Remediation Action"). Landlord shall be responsible for any remediation and monitoring obligations in connection with the Kenosha Engine Plant Remediation Action, provided that Tenant will cooperate with Landlord and WDNR as necessary in order to permit Landlord to fulfill such obligations. Tenant shall, during construction of the Improvements, comply or cause compliance with the soil management plan associated with the Kenosha Engine Plant Remediation Action. Landlord shall reasonably consider a request for contribution to any site development costs arising as a result of the Kenosha Engine Plant Remediation Action, including compliance with the soil management plan, and shall otherwise retain possession, control and responsibility for any Existing Environmental Conditions.

Section XVI.3 Remediation of Hazardous Substances/Indemnification. If Tenant or any of the Tenant Parties causes any contamination of the Premises by introducing Hazardous Substances to the Premises or violating any existing obligation identified in the Kenosha Engine Plant Remediation Action at any time after the Effective Date (collectively, "Tenant Responsible Contamination"), then Tenant, at its sole cost and expense, shall promptly and diligently remove or otherwise remediate such Tenant Responsible Contamination in accordance with Applicable Laws, and shall indemnify, defend (by counsel acceptable to Landlord), protect, and hold Landlord harmless from and against all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses or expenses (including reasonable attorneys' fees and costs through litigation and all appeals) arising from or caused in whole or in part, directly or indirectly, by any of the Tenant Responsible Contamination.

Section XVI.4 Notice of Hazardous Substances. Each Party shall immediately notify the other Party and Tenant's Mortgagee in writing of (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Premises pursuant to any Applicable Laws related to Hazardous Substances of which such Party becomes aware; (ii) any claim made or threatened by any Person against either Party or the Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances on or about the Premises of which

such Party becomes aware; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Substances in or removed from the Premises, including any complaints, notices, warnings or asserted violations in connection therewith, all on receipt by either Party of knowledge of any of the foregoing matters. Each Party shall also supply to the other Party, as promptly as possible, and in any event within five (5) business days after such Party first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof.

# ARTICLE XVII MISCELLANEOUS

Surrender of Premises. Except as herein otherwise expressly Section XVII.1 provided in this Lease, Tenant shall surrender and deliver up the Premises to Landlord at the expiration or other termination of this Lease or of Tenant's right to possession hereunder, without delay, in good order, condition and repair but subject to reasonable wear and tear, free and clear of all liens and encumbrances other than the Permitted Encumbrances, and without any payment or allowance whatsoever by Landlord on account of the Improvements. Improvements shall become the property of Landlord upon such expiration or termination without further conveyance documents required; provided, Tenant shall execute a quit claim deed conveying the same to Landlord upon request. Tenant shall remove its personal property (but not fixtures) from the Improvements prior the expiration of the Term, and Tenant shall repair all damage to the Premises resulting from the removal of such personal property. Any personal property or fixtures of Tenant which shall remain on or about the Premises after Tenant has surrendered possession of the Premises shall be deemed to have been abandoned by Tenant, and at the option of Landlord and in addition to its other rights and remedies, such property: (i) may be retained by Landlord as its property; (ii) may be disposed of by Landlord in such manner as Landlord shall determine, without accountability to any Tenant or any other Person; or (iii) may be promptly removed by Landlord at Tenant's expense. Landlord shall not be responsible for any loss or damage occurring to any property owned by Tenant. The terms of this Section 17.1 shall survive any termination of this Lease.

Section XVII.2 <u>Tenant's Right to Quiet Enjoyment</u>. So long as Tenant has paid all Rent and is not in default under this Lease, Tenant shall hold and enjoy the Leased Property during the Term without interference by anyone claiming by, through or under Landlord, subject, however, to the exceptions, reservations and conditions of this Lease and the Permitted Encumbrances.

Section XVII.3 Entry and Inspection. Tenant shall permit Landlord and its authorized representatives to enter the Premises at reasonable times, upon at least forty eight (48) hours' written notice (or without advance notice in case of emergency) for the purpose of (i) inspecting the same, and (ii) making any repairs, maintenance or replacements or performing any work that is Tenant's responsibility under this Lease and that Tenant has not been cured following any applicable cure period, as set forth in Section 14.2. Nothing herein shall imply any duty upon the part of Landlord to perform any such repairs, maintenance, replacements or work, and performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. During the progress of any work on or about the Premises being

performed by Landlord pursuant to the provisions of this Section 17.3, Landlord may keep and store therein all necessary materials, tools, supplies and equipment. Landlord shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Tenant by reason of the performance of such repairs, maintenance, replacements or work, or on account of bringing materials, tools, supplies and equipment on or about the Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected thereby, provided that Landlord shall, in exercising its rights under this Section 17.3, make all commercially reasonable efforts to avoid interfering with the occupancy and use of the Premises by Tenant.

Section XVII.4 <u>Estoppel Certificates</u>. Landlord and Tenant shall, at any time and from time to time upon not less than ten (10) business days prior written request by the other Party, execute, acknowledge, and deliver to the other Party a statement in writing certifying that (i) this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), and (ii) to the knowledge of such Party, no default exists hereunder on the part of the Party providing the Estoppel Certificate or the other Party (except that if the certifying Party has knowledge of any such default, the certifying Party shall specify such default), it being intended that any such statement delivered pursuant to this Section 17.4 may be relied upon by any prospective purchaser or encumbrancer (including assignees) of the this Lease, the leasehold estate created thereby or the fee estate in and to the Premises, or any portion thereof.

Section XVII.5 <u>Release</u>. If requested by Landlord, Tenant shall, upon termination of this Lease, execute and deliver to Landlord an appropriate release, in form proper for recording, of all Tenant's interest in the Premises.

Section XVII.6 Non-Merger. There shall be no merger of this Lease, or the leasehold estate created hereby, with the fee estate in and to the Leased Property by reason of the fact that this Lease, the leasehold estate created thereby, or any interest in either thereof, may be held directly or indirectly by or for the account of any Person who shall own the fee estate in and to the Leased Property, or any portion thereof, and no such merger shall occur unless and until all Persons at the time having any interest in the fee estate and all Persons having any interest in this Lease, the leasehold estate including the holder of any mortgage upon the fee estate in and to the Leased Property, shall join in a written instrument effecting such merger.

Section XVII.7 <u>Holdover</u>. If Tenant, with Landlord's consent, remains in possession of the Premises or any part of it after the expiration of the Term, such occupancy shall be a tenancy from month-to-month subject to all provisions of this Lease pertaining to Tenant's obligations, provided that under no circumstances shall Tenant be obligated to pay any additional Base Rent in connection with any such holdover. If Tenant fails to surrender the Premises on expiration of this Lease despite Landlord's demand to do so, Tenant shall indemnify, defend (by counsel acceptable to Landlord) and hold Landlord harmless from all loss or liability, including any claims made by any succeeding lessee, based on or resulting from Tenant's failure to surrender the Premises, and Landlord shall be entitled to the benefit of all laws respecting summary recovery of possession.

Section XVII.8 <u>Notices</u>. All notices, consents, approvals and other communications (collectively, "<u>Notices</u>") that may be or are required to be given by either Landlord or Tenant under this Lease shall be properly made only if in writing and sent to the address of Landlord or Tenant, as applicable, set forth below, as the same is modified in accordance herewith:

If to Landlord:

City of Kenosha

625 52<sup>nd</sup> Street, Room 105 Kenosha, WI 53140 Attn: City Clerk

Email: cityclerk@kenosha.org

With a copy to:

Office of the City Attorney City of Kenosha, Wisconsin 625 52<sup>nd</sup> Street, Room 201 Kenosha, WI 53140 Attn: City Attorney

Email: webcityattorney@kenosha.org

If to Tenant:

KIN Innovation Redevelopment Corporation

Kenosha City Hall 625 52nd Street Kenosha, WI 53140 Attn: Board President

Email: bcater@kenosha.org

With a copy to:

Foley & Lardner LLP

777 East Wisconsin Avenue Milwaukee, WI 53202-5306

Attn: Bruce A. Keyes Email: bkeyes@foley.com

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed received: (i) if sent by hand delivery, on the date of delivery; (ii) one (1) business day after delivery to a commercial overnight delivery service, (iii) if sent by United States mail (as registered or certified mail), five (5) days after the date of deposit; or (iv) on the date sent by email, provided said notice is also sent by one of the other methods within one business day thereafter. The refusal to accept delivery shall constitute acceptance.

Section XVII.9 <u>Successors and Assigns</u>. The word "Landlord" as used in this Lease shall extend to and include any and all Persons who at any time or from time to time during the term of this Lease shall succeed to the interest and estate of Landlord in the Leased

Property, and all of the covenants, agreements, conditions, and stipulations herein contained which inure to the benefit of and are binding upon Landlord shall also inure to the benefit of and shall be, jointly and severally, binding upon the successors, assigns, and grantees of Landlord, and each of them, and any and all Persons who at any time or from time to time during the term of this Lease shall succeed to the interest and estate of Landlord in the Leased Property hereby demised. The word "Tenant" as used in this Lease shall extend to and include any and all Persons who at any time or from time to time during the term of this Lease shall succeed to the interest and estate of Tenant hereunder, and all of the covenants, agreements, conditions, and stipulations herein contained which inure to the benefit of or are binding upon Tenant shall also inure to the benefit of and be jointly and severally binding upon the successors, assigns, or other representatives of Tenant, and of all Persons who shall at any time or from time to time during the term of this Lease succeed to the interest and estate of Tenant hereby created in the Leased Property. This Section 17.9 shall not be construed as a consent to any sale, assignment, transfer or other disposition made otherwise than as expressly permitted by this Lease.

Section XVII.10 <u>Modifications</u>. This Lease may be modified only by written agreement signed by Landlord and Tenant and consented to in writing by Tenant's Mortgagee.

Section XVII.11 <u>Captions and Headings</u>. The captions and headings in this Lease are for convenience only, are not a part of this Lease, do not in any way limit or amplify the terms and provisions hereof, and are not to be considered in the construction of the provisions of this Lease.

Section XVII.12 <u>No Joint Venture</u>. The relationship between Landlord and Tenant at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.

Section XVII.13 Severability. If any term or provision of this Lease or the application thereof to any Person or circumstance shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease, or the application of such term or provision to any Person or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be in force to the fullest extent permitted by law.

Section XVII.14 <u>Governing Law; Venue.</u> This Lease is being executed and delivered, and is intended to be performed, and shall be governed, interpreted, construed, and enforced under the laws of the State, without regard to its conflict of laws. In the event that either party brings any action against the other under this Lease, the parties agree that venue for such action shall be in state court of Kenosha County or, if required, in the United States District Court for the Eastern District of Wisconsin.

Section XVII.15 <u>Entire Agreement</u>. This Lease contains the entire agreement between Landlord and Tenant relating to the subject matter of this Lease and supersedes all prior agreements and understandings with respect thereto. The Parties are executing this Ground Lease Agreement voluntarily and without any duress or undue influence. The Parties have carefully read this Ground Lease Agreement and have asked any questions needed to understand

its terms, consequences, and binding effect and fully understand them and have been given an executed copy. The Parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Ground Lease Agreement.

Section XVII.16 <u>Multiple Counterparts</u>. This Lease may be executed in a number of identical counterparts, each of which constitutes an original and all of which constitute, collectively, one agreement; provided, however, that in making proof of this Lease, it shall not be necessary for any Party hereto to produce or account for more than one such counterpart. Counterpart signature pages to this Lease may be delivered by facsimile or electronic delivery and each such counterpart signature page shall constitute an original for all purposes.

Section XVII.17 <u>Time of Essence</u>. Time is of the essence with respect to all provisions of this Lease.

Section XVII.18 <u>Memorandum of Lease</u>. The parties shall enter into a memorandum of this Lease in substantially the form attached hereto as <u>Exhibit C</u>. In the event of any discrepancy between the provisions of said recorded Memorandum of this Lease and the provisions of this Lease, the provisions of this Lease shall prevail. Tenant agrees to pay when due and payable any and all charges, recording costs and taxes required in connection with the recordation of such memorandum of this Lease.

Section XVII.19 <u>Attorneys' Fees.</u> If any litigation ensues with respect to the rights, duties, or obligations of the Parties under this Lease, the unsuccessful Party in any such action or proceeding shall pay for all costs, expenses, and reasonable attorney's fees incurred by the prevailing Party in enforcing or interpreting this Lease. The term "prevailing Party," as used herein, shall include, without limitation, the Party obtaining greater relief when compared against the other Party, whether by compromise, settlement or judgment.

Section XVII.20 <u>Construction of Lease</u>. The terms and provisions of this Lease represent the results of negotiations between the Parties, each of which has been represented by legal counsel of its selection, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Lease shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties hereby expressly waive and disclaim in connection with the interpretation and construction of this Lease any rule of law or procedure requiring otherwise, including, without limitation, any rule of law to the effect that ambiguous or conflicting terms or provisions contained in this Lease shall be interpreted or construed against the Party whose attorney prepared this Lease or any earlier draft of this Lease.

Section XVII.21 <u>Business Day Deadlines</u>. If any date for the performance of any obligation by Landlord or Tenant or for the delivery of any instrument or notice falls on a Saturday, Sunday, or legal holiday, then compliance with such obligation or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

Section XVII.22 <u>Waiver</u>. Failure by either Party to enforce any of the provisions of this Lease for any length of time shall not be deemed a waiver of its rights set forth in this Lease.

Such a waiver may be made only by an instrument in writing signed by the Party sought to be charged with the waiver.

Section XVII.23 <u>Authority</u>. The execution and performance of this Lease by each Party is authorized by all applicable laws, regulations, and necessary action of each Party's governing entity, and this Lease constitutes the valid and binding obligation of each Party, enforceable in accordance with its terms.

Section XVII.24 <u>Commission</u>. Landlord and Tenant represent and warrant to the other that they have not engaged, employed, or dealt with any broker, agent or finder in connection with this Lease.

Section XVII.25 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS LEASE OR THE RELATIONSHIP OF THE PARTIES BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE, INCLUDING BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES, THE CONSTITUTION OF ANY STATE, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATION. EACH PARTY HEREBY ACKNOWLEDGES THAT SUCH PARTY IS KNOWINGLY AND VOLUNTARILY WAIVING THE RIGHT TO DEMAND TRIAL BY JURY.

Section XVII.26 <u>Remedies</u>. Each Party to this Lease shall be liable to the other Party hereto only for actual direct damages to such other Party and in no event shall either Party be liable for any special, consequential or punitive damages.

Section XVII.27 Non-Recourse to Landlord. The liability of Landlord to Tenant for any default by Landlord under this Lease or any other ancillary agreement or Landlord's ownership or operation of the Leased Property shall be limited to the interest of Landlord in the Leased Property and the rent paid to Landlord under this Lease. Tenant agrees to look solely to Landlord's interest in the Leased Property and the rent paid to Landlord under this Lease for the recovery of any judgment against Landlord, and Landlord shall not be personally liable for any such judgment. The limitation of liability set forth in the preceding sentences shall apply equally and inure to the benefit of Landlord's present and future owners, officers and directors, and their respective successors and assigns.

Section XVII.28 <u>Incorporation of Exhibits</u>. All materials attached to this Lease as exhibits are incorporated by reference as a part of this Lease for all purposes as if set forth verbatim in the text of this Lease.

Section XVII.29 <u>Force Majeure</u>. Neither Landlord nor Tenant shall be considered in default in its obligations to be performed hereunder if delay in the performance of such obligations is due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, failure or delay of the other party in the performance of its obligations hereunder, changes in the plans ordered by

governmental authority or Landlord, unreasonable delay caused by governmental authority, fires, floods, unusually severe weather, epidemics, pandemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of such causes ("Force Majeure Delay"), in each case which has the effect of making it impossible (as distinguished from impracticable) for Landlord or Tenant, as the case may be, to perform its obligations hereunder. Nothing in this Section 17.29 shall excuse, extend or abate Tenant's obligation to pay the Base Rent, Additional Rent and other sums due hereunder. It is the purpose and intent of this Section 17.29 that in the event of a Force Majeure Delay, the time or times for performance of such obligations shall be extended for the period of the Force Majeure Delay; provided, however, that the party seeking the benefit of the provisions of this Section 17.29 shall promptly and diligently pursue resolution of the causes of delay and within twenty (20) days after the beginning of such Force Majeure Delay, notify the other party in writing thereof and of the cause thereof and of the delay is continuing on the date of notification, within twenty (20) days after the end of the delay, notify the other party in writing of the duration of the delay.

(Remainder of page left intentionally blank; signatures follow on next page)

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Lease to be executed by a duly authorized officer thereof as of the day and date first above written.

# CITY OF KENOSHA, WISCONSIN, a municipal corporation By: John M. Antaramian, Mayor By: Michelle L. Nelson City Clerk/Treasurer TENANT: KIN INNOVATION REDEVELOPMENT CORPORATION, a Wisconsin corporation

Brian Cater, P.E., President

By:

### **EXHIBIT A**

# **Leased Property Legal Description**

[INSERT]

Parcel No. 09-222-36-479-025

Exhibit A - 33

### **EXHIBIT B**

# **EDA Funded Improvements**

Exhibit C - 34

## **EXHIBIT C**

# Memorandum of Lease

See attached.

Exhibit C - 35

# MEMORANDUM OF GROUND LEASE

Document Number

THIS MEMORANDUM OF GROUND LEASE (this "Memorandum") is made this day of, 20, by and between the City of Kenosha, Wisconsin, a municipal corporation ("Landlord"), and KIN INNOVATION REDEVELOPMENT CORPORATION, a Wisconsin corporation ("Tenant").					
WITNESSETH:	Recording Area				
WHEREAS, Landlord owns certain real property in the City of Kenosha, Kenosha County, State of Wisconsin, as more particularly described on <b>Exhibit A</b> attached hereto and made a part hereof (the " <b>Property</b> ");	Name and Return Address				
WHEREAS, Landlord and Tenant entered into that certain Ground Lease dated, 2024 (the " <u>Lease</u> "), which Lease is for a term of sixty (60) years, commencing on (the " <u>Commencement Date</u> ") and expiring on the sixtieth (60 <sup>th</sup> ) anniversary thereof, pursuant to which Landlord has leased to Tenant, and Tenant has leased from Landlord, the Property, on which Tenant shall construct certain building(s) structures and improvements more					
	Parcel Identification Number (PIN)				
particularly described in the Lease (" <u>Improvements</u> "). The Property and the Improvements are collectively referred to as the " <u>Premises</u> "; and					
<b>WHEREAS</b> , Landlord and Tenant desire to execute this Memorandum to give public record notice of the Lease and Tenant's right, title and interest in and to the Premises.					
NOW, THEREFORE, this Memorandum is hereby executed for the purpose of recording in the office of the Register of Deeds for Kenosha County, Wisconsin, in order to give public record notice of the Lease and all rights granted to Tenant therein relating to the Premises. The provisions of this Memorandum do not in any way change or affect the terms, covenants and conditions of the Lease, all of which terms, covenants and conditions shall remain in full force and effect.					
[Signature page follows]					

Exhibit C - 36

IN WITNESS WHEREOF, this Memorandum has been executed and delivered as of the date first set forth above

the date first set forth above.	
	LANDLORD:
	CITY OF KENOSHA, WISCONSIN, a municipal corporation
	By: Name: JOHN M. ANTARAMIAN Title: Mayor
	Attest:Name: MICHELLE L. NELSON Title: City Clerk
APPROVED AS TO FORM ONLY:	
By MATTHEW A. KNIGHT City Attorney	
Date:	
STATE OF) ss. COUNTY OF)	
M. ANTARAMIAN to me known to be th	day of, 2024, the above-named JOHN e Mayor of the CITY OF KENOSHA, WISCONSIN, a foregoing instrument on behalf of such municipal
	NOTARY PUBLIC, State of My Commission is/expires
STATE OF)	
STATE OF	

Exhibit C - 37

4871-5998-5824.4

MICHELLE L. NELSON to me known	day of, 2024, the above-named to be the City Clerk of the CITY OF KENOSHA, to executed the foregoing instrument on behalf of such the same.
	NOTARY PUBLIC, State of My Commission is/expires
STATE OF) ss. COUNTY OF)	
MATTHEW A. KNIGHT to me known to be	_ day of, 2024, the above-named be the City Attorney of the CITY OF KENOSHA, o executed the foregoing instrument on behalf of such the same.
	NOTARY PUBLIC, State of My Commission is/expires

# 

NOTARY PUBLIC, State of \_\_\_\_\_\_ My Commission is/expires \_\_\_\_\_

### **EXHIBIT A**

# **Legal Description of the Property**

[INSERT]

Parcel No. 09-222-36-479-025



TO:

Mayor John M. Antaramian

Members of the Common Council

**FROM:** Imothy M. Casey, Director Clty Development

RE:

Resolution by the Mayor – Master Lease with KIN Innovation Redevelopment Corporation and other Documents Related to the NMTC Financing of the

**Innovation Center.** 

DATE:

March 1, 2024

#### The Resolution would:

- a) Allow the Mayor to execute a series of documents referenced in the Resolution and to make corrections that are consistent with the terms of the documents. These documents are required in order to receive New Market Tax Credits to benefit the Innovation Center.
- b) Authorize the City to transfer up to \$12,000,000 of the State of Wisconsin Neighborhood Investment Grant to KIN to pay a portion of the costs for constructing the Innovation Center.
- c) Authorize the use of TID 19 revenues or the State Grant to pay a portion of the cost of constructing the Innovation Center up to \$7,500,000 and to pay the City's obligation under the Maser Lease up to \$875,000.
- This Resolution requires approval by 2/3 vote of those present to pass.

#### RECOMMENDATION

Recommendation is to approve the attached Resolution.

TC:llb Attachment

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

# RESOLUTION # \_\_\_\_ BY: THE MAYOR

# TO APPROVE MASTER LEASE WITH KIN INNOVATION REDEVELOPMENT CORPORATION AND OTHER DOCUMENTS RELATED TO THE NMTC FINANCING OF THE INNOVATION CENTER

WHEREAS, in April 2022, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") and its Plan Commission approved the Innovation Center as part of the Master Plan for the Kenosha Innovation Neighborhood; and,

WHEREAS, the Kenosha Innovation Neighborhood is located within the City's Tax Incremental District No. 19 ("TID 19"), which, when creating TID 19, the Common Council found that more than 50 percent, by area, of the real property within TID 19 was blighted; and,

WHEREAS, Kenosha Innovation Neighborhood, Inc. ("KIN") was created as a non-profit corporation to assist the City with is redevelopment efforts in the Kenosha Innovation Neighborhood pursuant to a Cooperation and Development Agreement dated January 9, 2023 between KIN and the City; and,

WHEREAS, in December 2023, the Common Council approved a contract for the construction of the Innovation Center and the financing of such contract with a State of Wisconsin Neighborhood Investment Fund Grant (the "State Grant"), New Market Tax Credit equity and revenues from TID 19; and,

WHEREAS, pursuant to Sections 66.1301 – 66.1329, Wis. Stats., (the "Urban Redevelopment Law"), KIN Innovation Redevelopment Corporation ("KIRC") has been created as a redevelopment corporation and the City Plan Commission and Common Council have previously authorized a Development Plan for the purpose of granting authority to KIRC to construct and operate the Innovation Center pursuant to the Development Plan and the Urban Redevelopment Law; and,

WHERAS, KIRC was formed to raise approximately \$2,800,000 of private investment and capital through a New Market Tax Credit transaction (the "NMTC Equity") to pay a portion of the cost of constructing the Innovation Center; and,

**WHEREAS**, in order to receive the NMTC Equity, the City must enter into the following documents which shall be referred to herein collectively as the "NMTC Documents":

- (a) Master Lease between the City and KIRC pursuant to which the City leases the Innovation Center from KIRC at a total cost of approximately \$875,000 to be paid from revenues from TID 19 and/or the State Grant;
- (b) Option to Lease Agreement between the City and KIN pursuant to which the City grants KIN an exclusive and irrevocable option to lease all or a portion of the Innovation Center

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- from the City (KIN will waive any rights under its January 2023 option agreement with respect to the Innovation Center);
- (c) Completion Guaranty from the City to and for the benefit of FIRE Subsidiary CDE 42, LLC ("FIRE" which is the provider of the New Market Tax Credits) pursuant to which the City guarantees KIRC's obligation to complete the construction of the Innovation Center including the payment of all project costs;
- (d) QALICB Indemnification Agreement by KIN, KIRC and the City for the benefit of Capital One (the provider of the NMTC Equity), pursuant to which the City guarantees that Capital One will receive its tax credits or the City will reimburse Capital One (the maximum potential cost to the City is \$6,435,000 if the New Market Tax Credit transaction fails);
- (e) Indemnity Agreement on Hazardous Materials and Handicapped Access by the City and KIN for the benefit of FIRE pursuant to which the City agrees to indemnify FIRE from any damages or claims arising from hazardous materials on the property or alleged violations of environmental or handicapped access laws;
- (f) Assignment of Rents and Leases by KIRC for the benefit of FIRE pursuant to which the City consents to KIRC assigning the rent from the Master Lease to FIRE;
- (g) Assignment and Assumption of Contracts between the City and KIRC pursuant to which the City assigns its contracts with Eppstein Uhen Architects, Inc. and Miron Construction Co., Inc. in connection with the Innovation Center to KIRC; and
- (h) Loan and Security Agreement by and among KIN, FIRE and the City pursuant to which the City guarantees KIN's obligations under the New Market Tax Credit transaction.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin that the terms and covenants provided for in the NMTC Documents are hereby approved. The Mayor and the City Clerk-Treasurer are hereby authorized and directed to execute and deliver the NMTC Documents in substantially the form enumerated herein with such insertions, deletions or corrections as shall be approved by them consistent with the terms hereof, their execution thereof to constitute conclusive evidence of their approval of any such corrections. The Mayor and City Clerk-Treasurer are hereby authorized and directed to execute and deliver any and all additional documents, certificates or acknowledgements as be necessary or desirable to effectuate the closing of the New Market Tax Credit transaction.

**BE IT FURTHER RESOLVED** that the Common Council of the City of Kenosha, Wisconsin, approves and authorizes the City to transfer up to \$12,000,000 of the State Grant to KIN to pay a portion of the cost of constructing the Innovation Center and further authorizes the Mayor and City Clerk-Treasurer, if necessary to effectuate the closing of the New Market Tax Credit transaction, to enter into and deliver an agreement with KIN to document the transfer of the State Grant.

QB\88550736.1

**BE IT FURTHER RESOLVED** that the Common Council of the City of Kenosha, Wisconsin, approves and authorizes the use of TID 19 revenues or the State Grant to pay a portion of the cost of constructing the Innovation Center in an amount up to \$7,500,000 and to pay the City's obligations under the Master Lease in an amount up to \$875,000. If necessary to effectuate the closing of the New Market Tax Credit transaction, the Mayor and the City Clerk-Treasurer are authorized to enter into and deliver a contribution agreement with KIRC or KIN to evidence the City's allocation of TID 19 revenues or State Grant to pay a portion of the cost of constructing the Innovation Center.

**BE IT FURTHER RESOLVED** that the Common Council of the City of Kenosha, Wisconsin, approves the staff of the City to work with KIN and KIRC to construct and operate the Innovation Center in compliance with the Development Plan and the Urban Redevelopment Law.

Adopted this 4th day of March, 2024.

Attest:		
	Michelle L. Nelson, City Clerk-Treasurer	
Approved: _		
	John M. Antaramian, Mayor	
(SEAL)		

QB\88550736.1



#### CITY PLAN COMMISSION Staff Report – Item #5

Thursday, February 22, 2024 at 5:00 pm Municipal Building 625 52nd Street – Room 202 – Kenosha, WI 53140

Resolution by the Mayor – To Amend Condition #9 of Resolution #111-23 to Grant a Six-Month Extension for the Recording of an Eleven-Lot Certified Survey Map for Property at 5555 30th Avenue. (City of Kenosha - Kenosha Innovation Neighborhood) (District 7) PUBLIC HEARING

## **NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Alderperson MacKay, District 7, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

#### **LOCATION AND ANALYSIS:**

Site:

5533 30th Avenue

- 1. On August 7, 2023, the Common Council approved an eleven-lot Certified Survey Map (CSM) for property at 5533 30<sup>th</sup> Avenue, the former Chrysler Engine Plant site. Proposed Lots 4 and 5 is the Lakeview Technology Academy currently under construction. Proposed Lot 3 is the future Kenosha Innovation Center which may begin construction shortly. All other lots are vacant at this time but available for future development or parks/open space.
- 2. A condition of the approval was that all of the Conditions of Approval must be satisfied and the CSM must be recorded in six (6) months.
- 3. The City is requesting to amend the Conditions of Approval to allow for an additional six (6) months to address the Conditions of Approval and record the CSM. Given the proximity of the CSM to State Trunk Highway 158 (52nd Street), the CSM is being reviewed by the State of Wisconsin Department of Transportation. City Staff is still working with WisDOT on this review and is not in a position to record the CSM yet.
- 4. All of the original Conditions of Approval still apply.

#### **RECOMMENDATION:**

A recommendation is made to approve the extension for six months, subject to the original Conditions of Approval.

Brian Wilke, AICP, Development Coordinator

Rich Schroeder, Deputy Director

#### RESOLUTION \_\_\_\_- 24

#### BY: THE MAYOR

# TO AMEND RESOLUTION #111-23 REGARDING AN ELEVEN-LOT CERTIFIED SURVEY MAP Property at 5555 30th Avenue (Kenosha Innovation Neighborhood)

WHEREAS, The Common Council of the City of Kenosha, Wisconsin, previously approved Resolution #111-23 regarding an Eleven-Lot Certified Survey Map for property at the 5555 30th Avenue; and

WHEREAS, the owner of property is unable to record the Certified Survey Map within the original six (6) month time period as required by Condition of Approval #9 and has requested a six (6) month extension;

**BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that Condition #9 of Resolution #111-23 be amended to read that "The Certified Survey Map shall be null and void if not recorded by August 7, 2024."

Adopte	ed thisday of	, 2024
ATTEST:	Michelle Nelson, City Clerk-Treasurer	
APPROVE:	John M. Antaramian, Mayor	

Drafted by the Department of City Development

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#### **RESOLUTION # 111 - 23**

BY: THE MAYOR

# A 11-LOT CERTIFIED SURVEY MAP Property at 5555 30th Avenue (Kenosha Innovation Neighborhood)

**BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to eleven (11) parcels at 5555 30<sup>th</sup> Avenue 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.
- 3. The legal description reads, in part, "...thence S87°50'11"W, 140.00 feet along the South line of said East-West public alley to the west line of 24th Avenue;...". The map shows this line bearing N87°50'11"E. Please revise the incorrect bearing.
- 4. The legal description reads, in part, "...thence N44°17'55"W, 26.46 feet along the East line of 30th Avenue to the point of beginning." The map shows this line as bearing N44°17'54"W. Please revise the incorrect bearing.
- 5. Payment of all Storm Water Utility fees.
- 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 the City of Kenosha and Kenosha Water Utility are responsible for public improvements, a Development Agreement, as required in Section 17.11 A. of the Code of General Ordinances, is hereby waived.
- 8. The Owner's Certificate on Sheet 23 shall be amended to included Mayor John Antaramian as the designated signator.
- 9. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
- 10. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map. The Mayor of the City of Kenosha is hereby authorized to sign this Certified Survey Map as owner of the parcels.

ATTEST:

Michelle Nelson, City Clerk-Treasurer

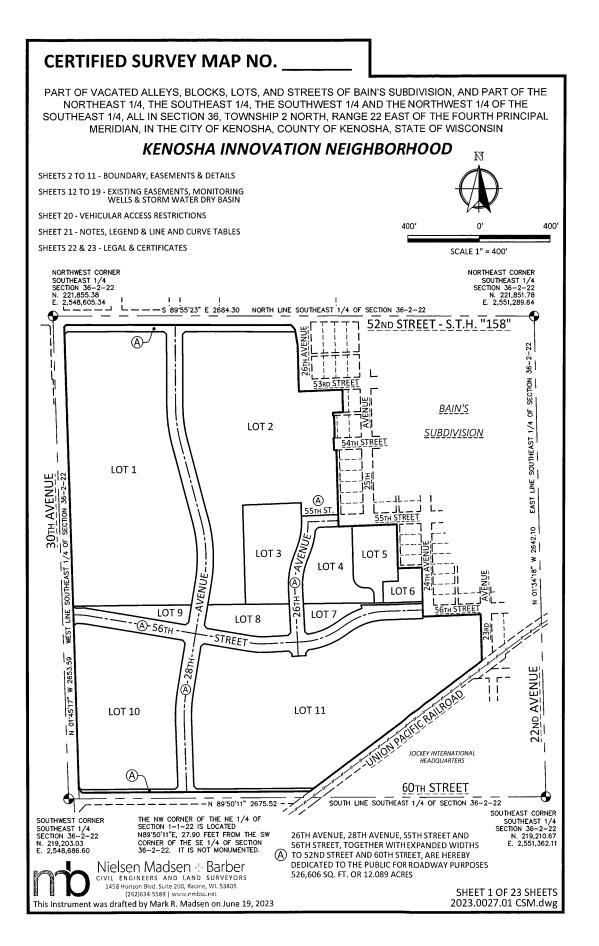
APPROVE:

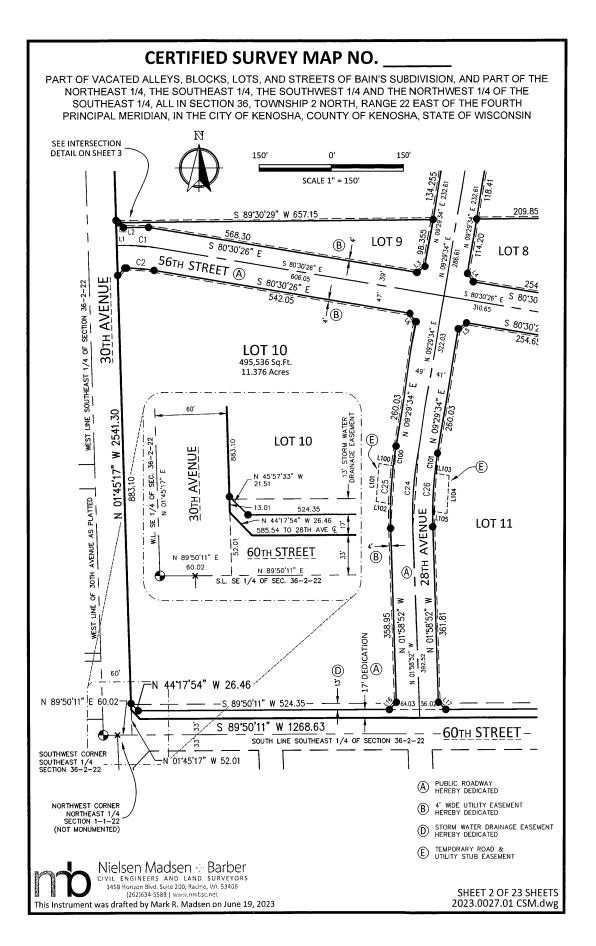
ohn M. Antaramian, Mayor

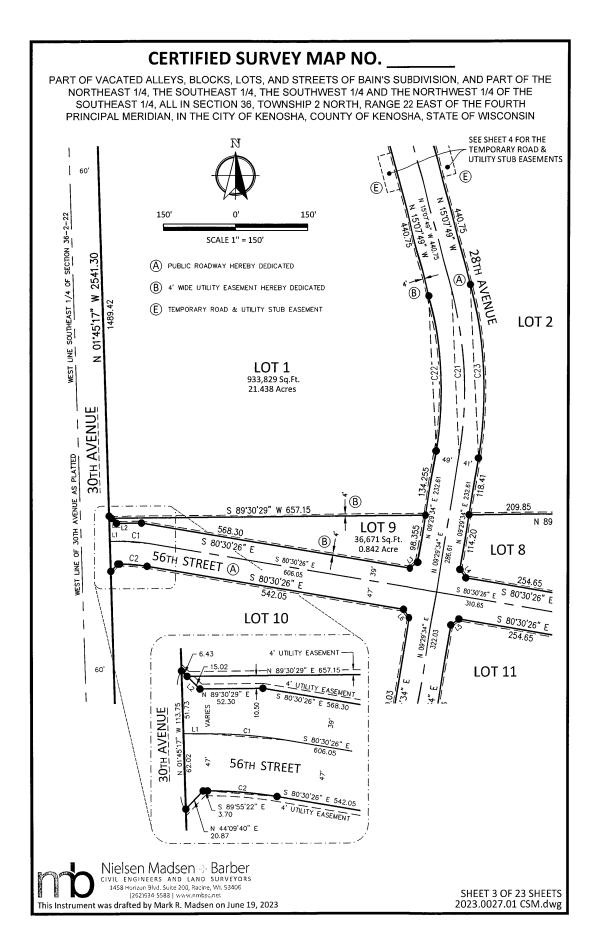
DATED: 7/4/23

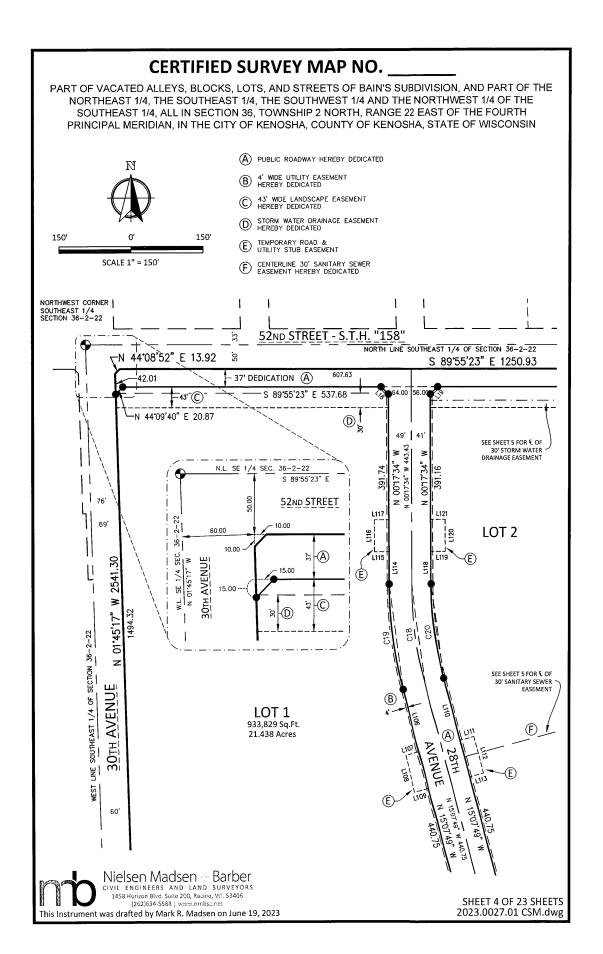
PASSED: August 7, 2023

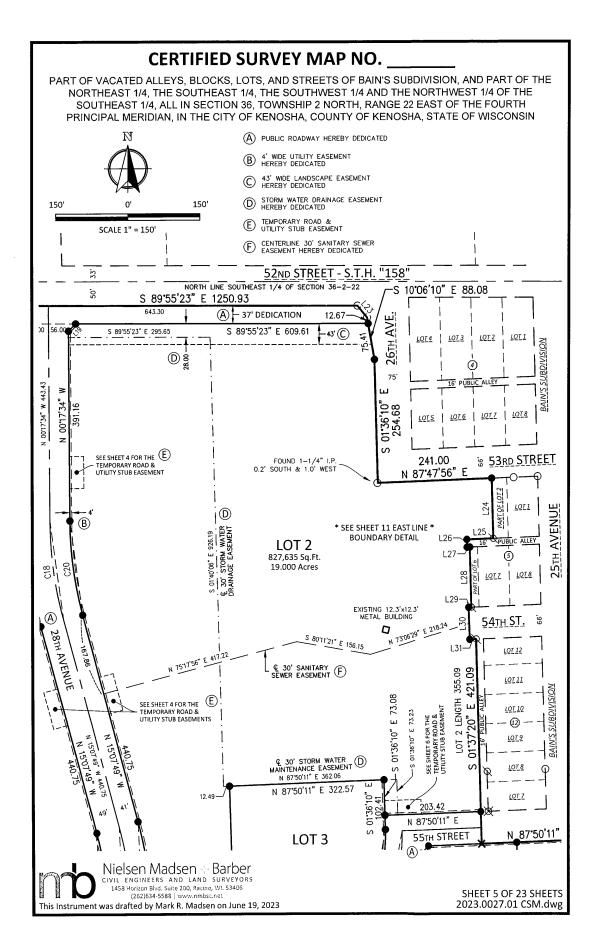
DRAFTED BY: BRIAN WILKE, AICP, CITY DEVELOPMENT

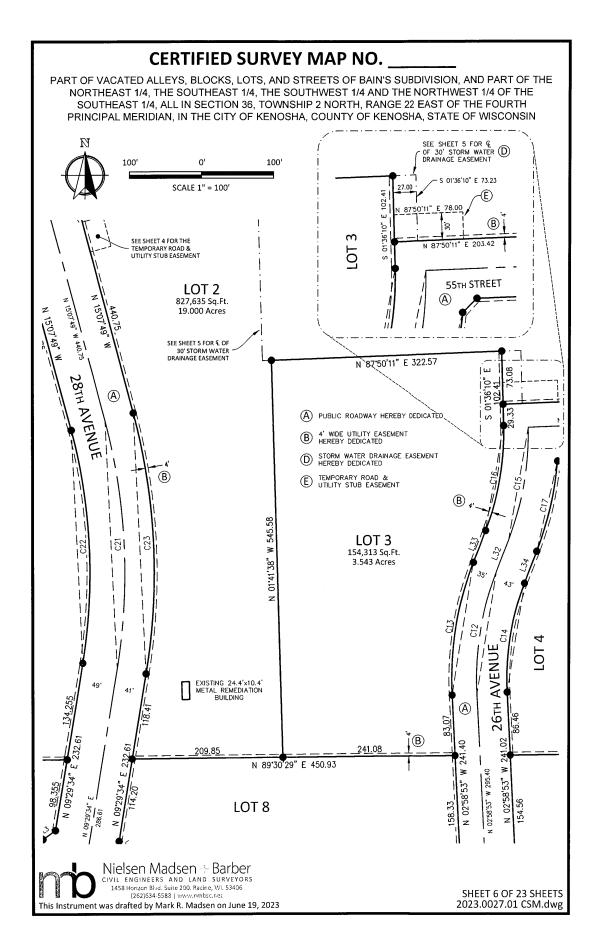


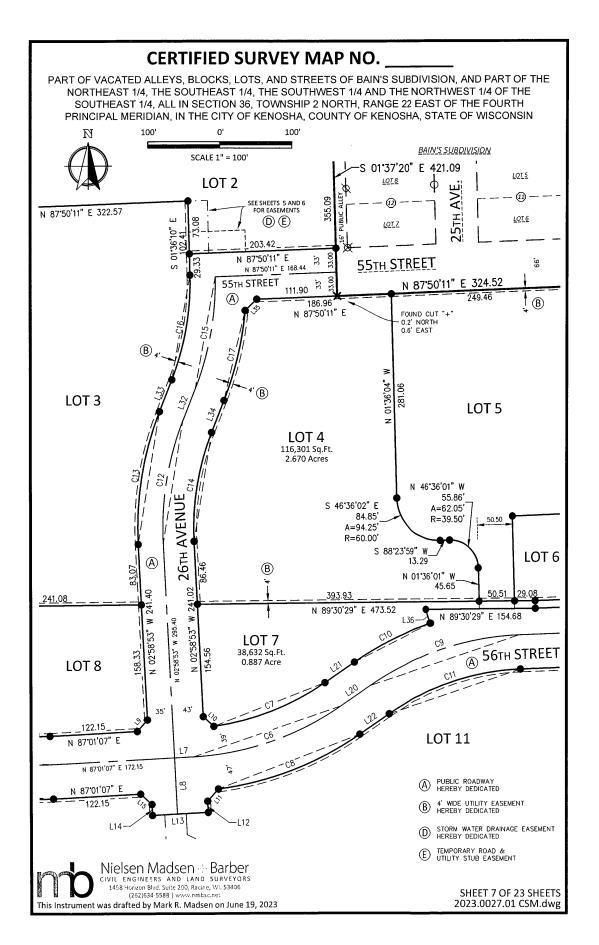


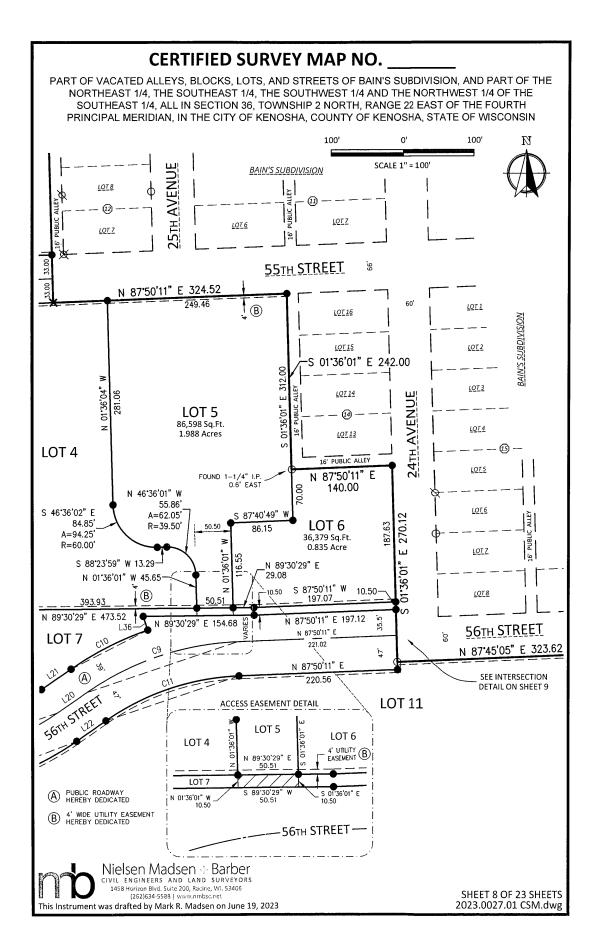


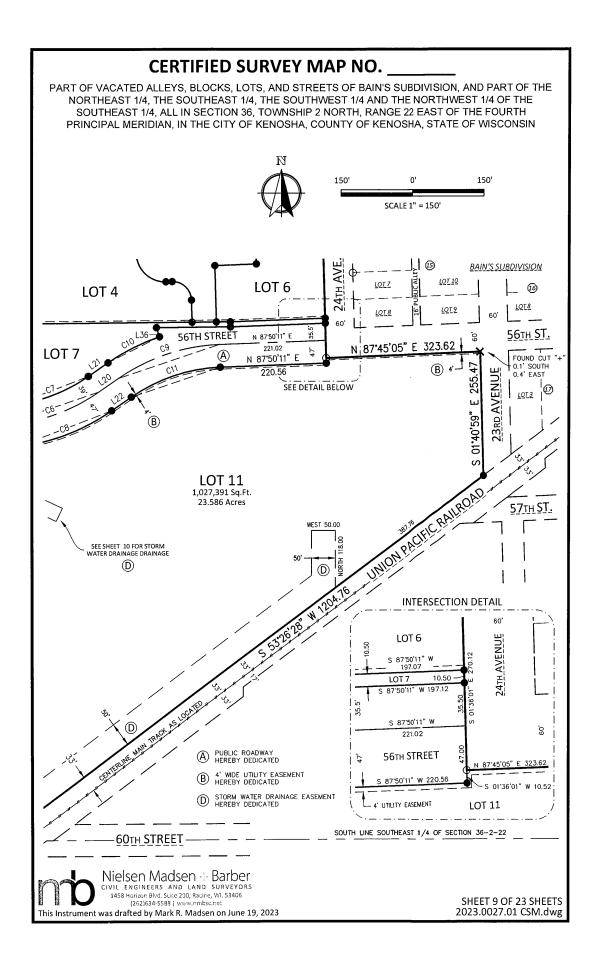


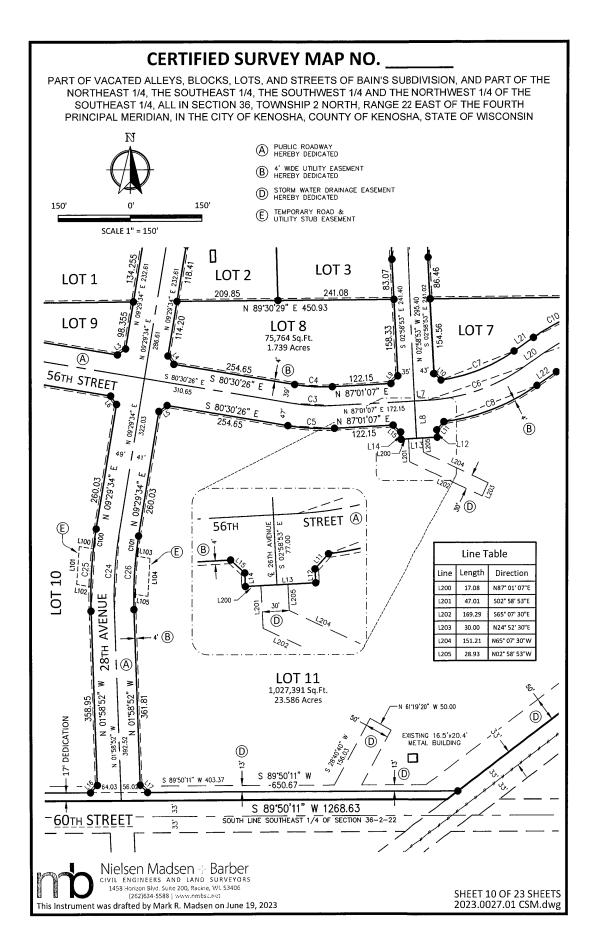


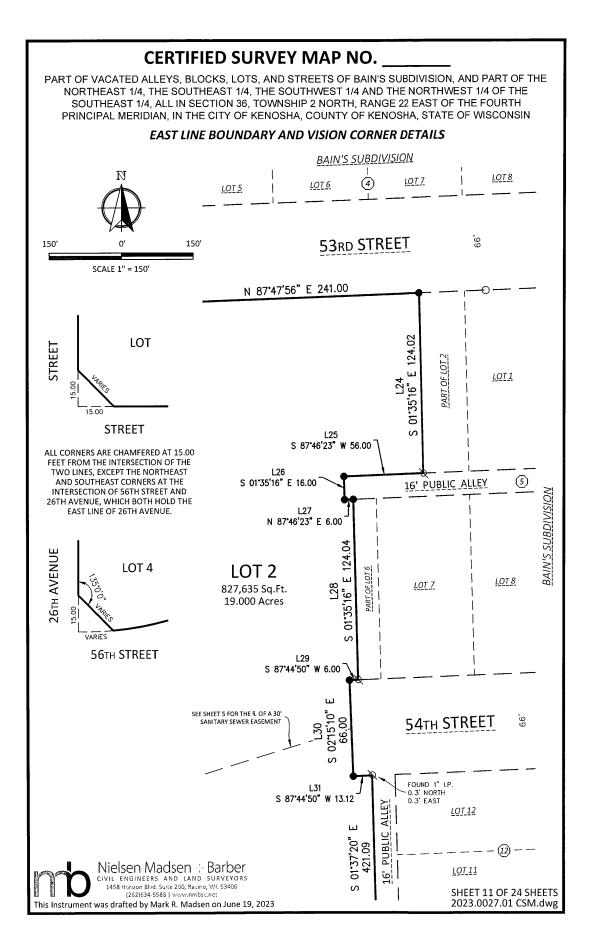


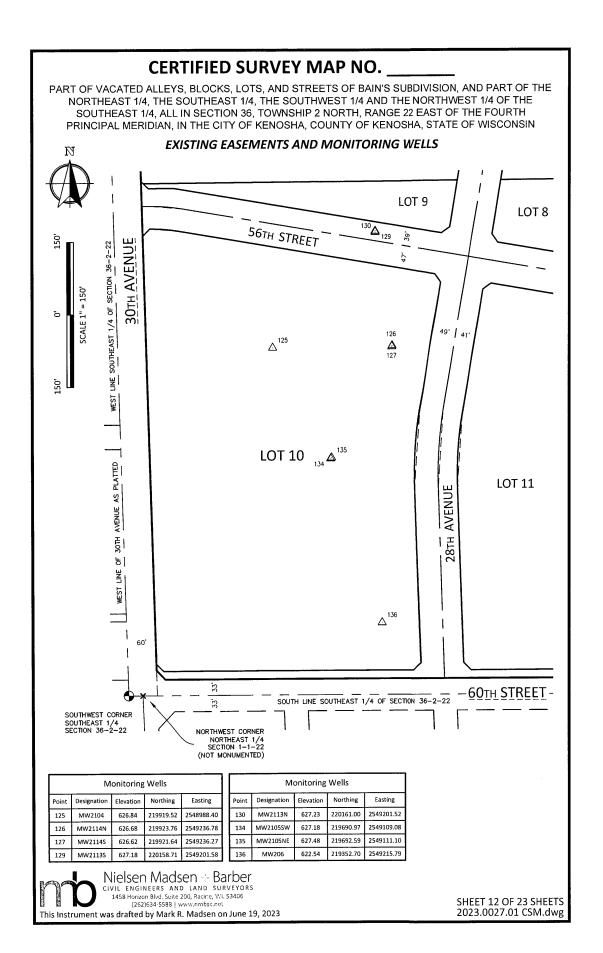




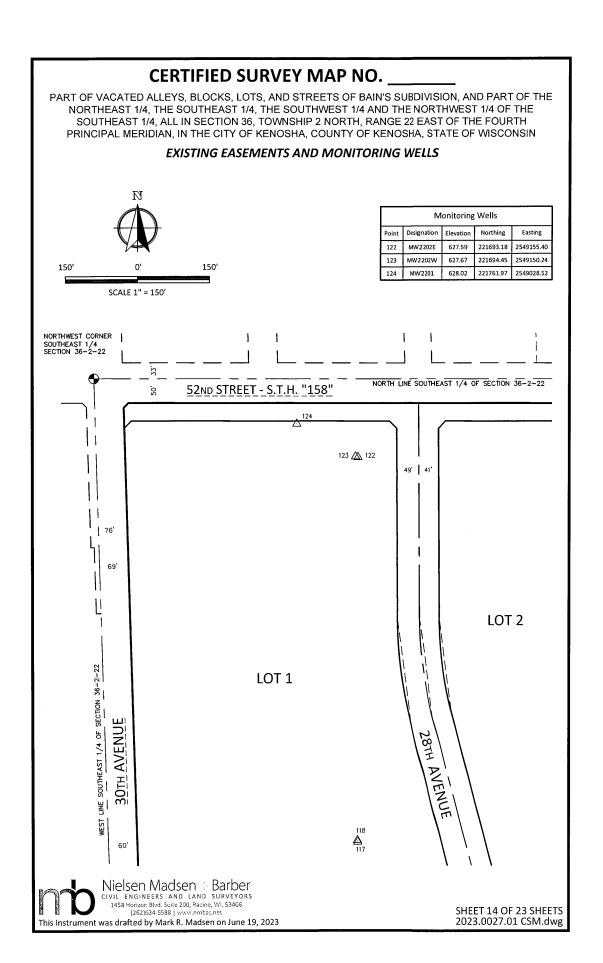


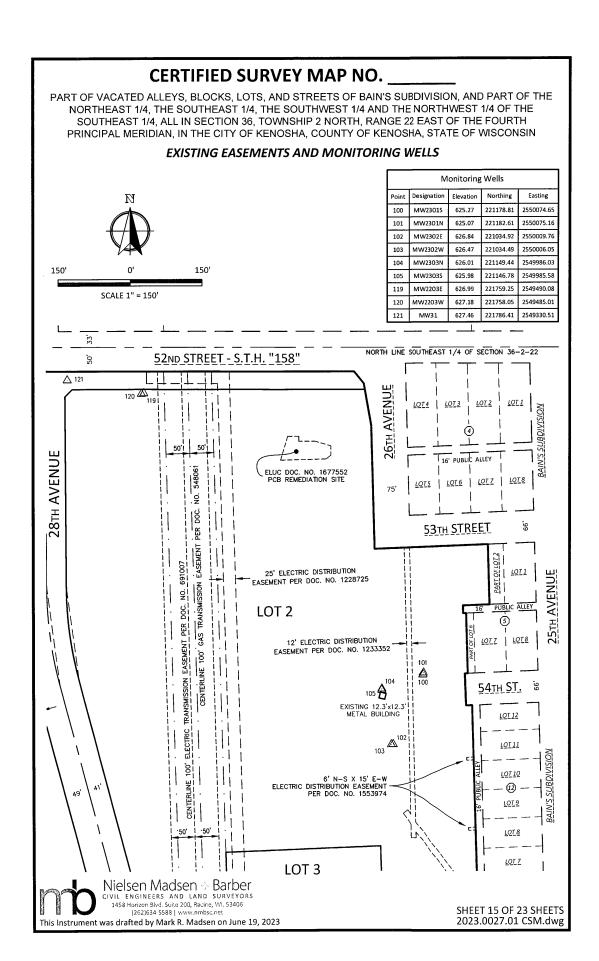


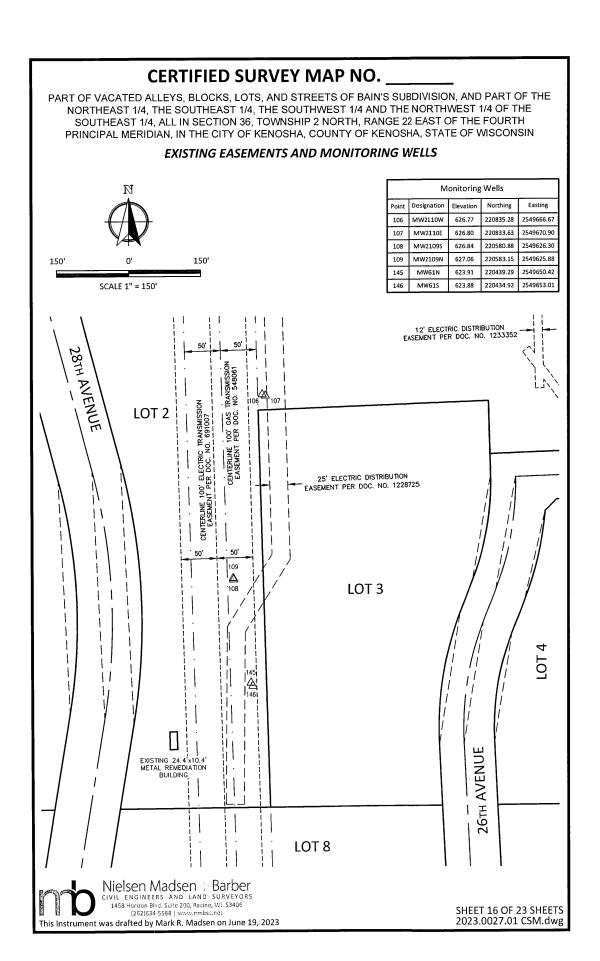


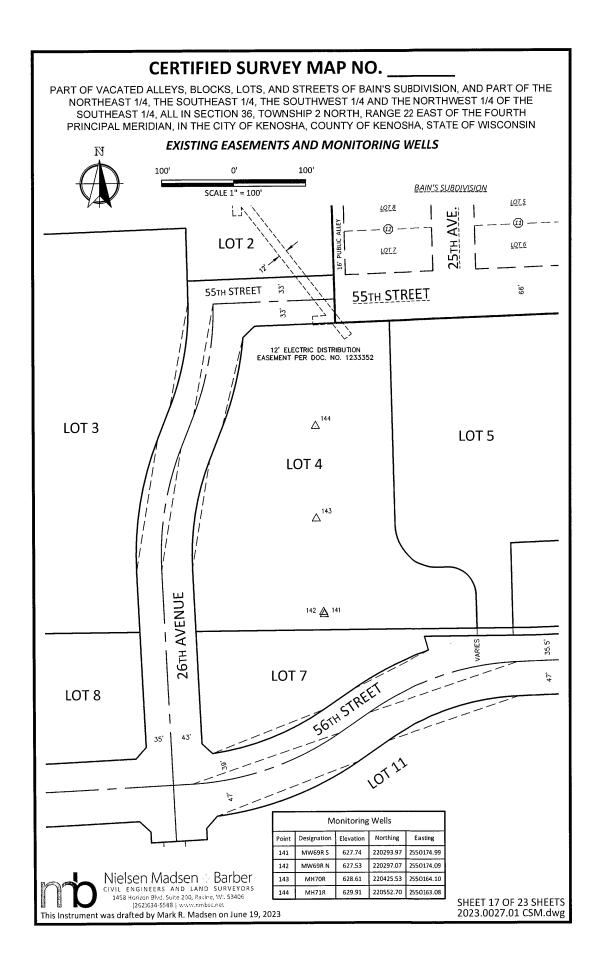


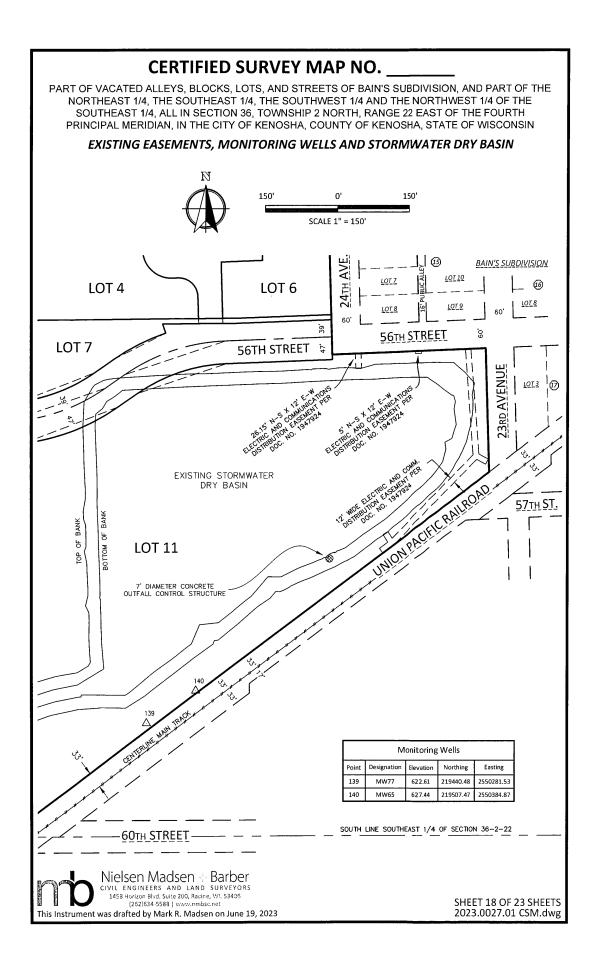
#### **CERTIFIED SURVEY MAP NO.** PART OF VACATED ALLEYS, BLOCKS, LOTS, AND STREETS OF BAIN'S SUBDIVISION, AND PART OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4, THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 36, TOWNSHIP 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF KENOSHA, COUNTY OF KENOSHA, STATE OF WISCONSIN **EXISTING EASEMENTS AND MONITORING WELLS** Monitoring Wells Designation $\mathcal{U}$ 220541.27 111 MW2112E 626.35 220541.87 MW2102 220453.42 2548811.46 112 626.98 MW2101N MW2101S 627.35 220589.65 2548723.67 150' 150' 220281.08 2548901.77 115 MW2103S 626.00 626.11 220284.04 2548901.90 116 MW2103N SCALE 1" = 150 117 MW2111S 220900.51 118 MW2111N 628.55 220903.89 2549154.76 60' <u>A</u> LINE SOUTHEAST 1/4 OF SECTION 36-2-22 LOT 2 LOT 1 11 110 🕿 111 30TH AVENUE △112 WEST LINE OF 30TH AVENUE AS PLATTED 116 **Δ**115 LOT 9 LOT 8 <sup>-</sup>56тн STREET 39. 47 **LOT 10** 60' **LOT 11** Nielsen Madsen - Barber CIVIL ENGINEERS AND LAND SURVEYORS 1458 Horizon Blvd. Suite 200, Racine, WI. 53406 (262)634-5588 | www.nmbsc.net SHEET 13 OF 23 SHEETS 2023.0027.01 CSM.dwg This Instrument was drafted by Mark R. Madsen on June 19, 2023

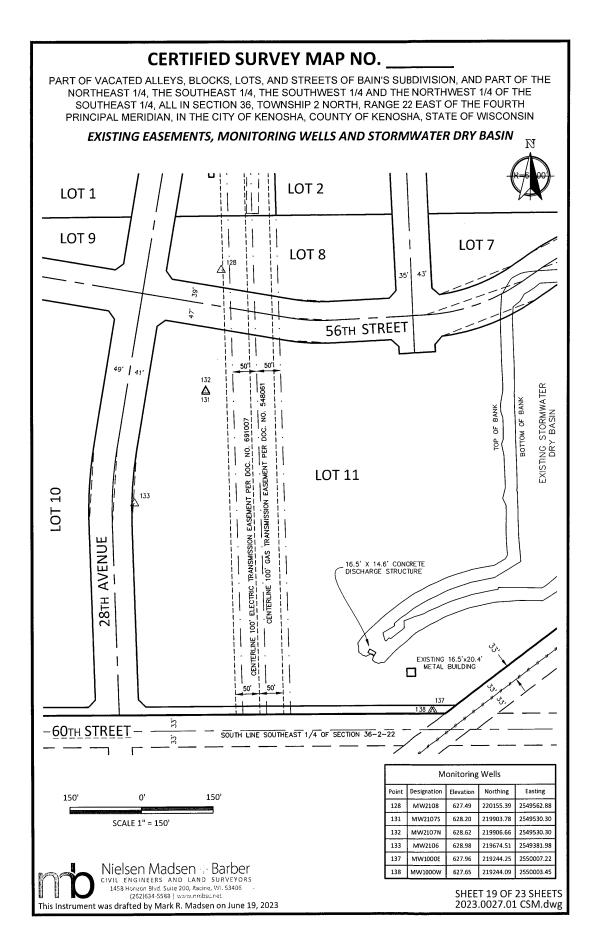


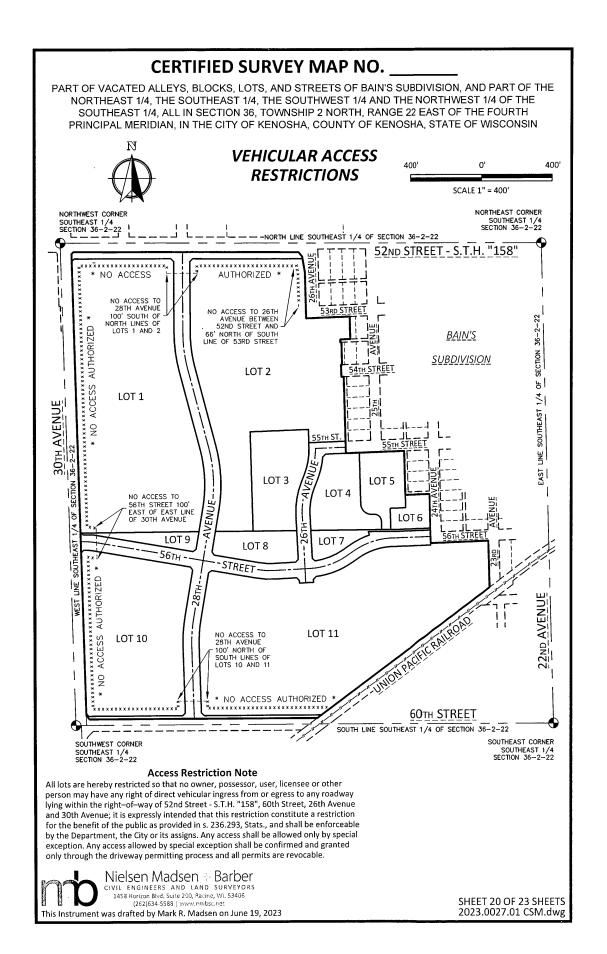












# **CERTIFIED SURVEY MAP NO.**

PART OF VACATED ALLEYS, BLOCKS, LOTS, AND STREETS OF BAIN'S SUBDIVISION, AND PART OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4, THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 36, TOWNSHIP 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF KENOSHA, COUNTY OF KENOSHA, STATE OF WISCONSIN

	Curve Table						
Curve #	Delta	Radius	Arc Length	Tangent	Chord Bearing	Chord Length	Tangent Bearing
C1	9.42	400.00	65.73	32.94	585° 12' 54"E	65.66	S80°30'26"E S89°55'22"E
C2	9.42	353.00	58.01	29.07	\$85° 12' 54"E	57.94	S80°30'26"E S89°55'22"E
С3	12.47	400.00	87.09	43.72	586° 44' 39"E	86.91	S80°30'26"E N87°01'07"E
C4	12.47	361.00	78.60	39.45	586° 44' 39"E	78.44	S80°30'26"E N87°01'07"E
C5	12.47	447.00	97.32	48.85	586° 44' 39"E	97.13	S80°30'26"E N87°01'07"E
C6	31.37	400.00	219.00	112.32	N71° 20' 03"E	216.27	N87°01'07"E N55°38'58"E
C7	26.51	361.00	167.04	85.04	N68° 54' 18"E	165.55	N82°09'38"E N55°38'58"E
C8	27.22	447.00	212.34	108.21	N69° 15' 30"E	210.35	N82°52'01"E N55°38'58"E
C9	32.19	400.00	224.71	115.40	S71° 44' 35"W	221.76	\$87°50'11"W \$55°38'58"W
C10	15.68	439.00	120.17	60.46	S63° 29' 29"W	119.79	S71°20'00"W S55°38'58"W
C11	32.19	353.00	198.30	101.84	571° 44' 35"W	195.71	S87°50'11"W S55°38'58"W
C12	24.50	400.00	171.06	86.86	N09° 16' 13"E	169.76	N21°31'18"E N02°58'53"W
C13	24.50	435.00	186.03	94.46	N09° 16' 13"E	184.62	N21°31'18"E N02°58'53"W
C14	24.50	357.00	152.67	77.52	N09° 16' 13"E	151.51	N21°31'18"E N02°58'53"W
C15	22.65	400.00	158.11	80.10	N10° 11' 53"E	157.08	N21°31'18"E N01°07'33"W
C16	23.12	365.00	147.31	74.67	N09° 57' 34"E	146.32	N21°31'18"E N01°36'10"W
C17	16.53	443.00	127.83	64.36	N13° 15' 19"E	127.39	N21°31'18"E N04°59'20"E
C18	14.84	800.00	207.17	104.17	N07° 42' 42"W	206.59	N00°17'34"W N15°07'49"W
C19	14.84	849.00	219.86	110.55	N07° 42' 42"W	219.25	N00°17'34"W N15°07'49"W
C20	14.84	759.00	196.55	98.83	N07° 42' 42"W	196.01	N00°17'34"W N15°07'49"W
C21	24.62	800.00	343.80	174.60	N02° 49' 07"W	341.16	N09°29'34"E N15°07'49"W
C22	24.62	751.00	322.75	163.90	N02° 49' 07"W	320.27	N09°29'34"E N15°07'49"W
C23	24.62	841.00	361.42	183.55	NO2° 49' 07"W	358.65	N09°29'34"E N15°07'49"W
C24	11.47	800.00	160.21	80.37	503° 45' 21"W	159.94	509°29'34"W 501°58'52"E
C25	11.47	849.00	170.02	85.29	S03° 45' 21"W	169.73	S09°29'34"W S01°58'52"E
C26	11.47	759.00	151.99	76.25	S03° 45' 21"W	151.74	S09°29'34"W S01°58'52"E
C100	2.79	849.00	41.40	20.70	508° 05' 46"W	41.39	S09°29'34"W S06°41'57"W
C101	3.13	759.00	41.40	20.70	S07" 55' 49"W	41.39	S09°29'34"W S06°22'04"W

Line Table			
Line	Length	Direction	
L1	20.20	N89° 55' 22"W	
L2	21.45	546° 07' 24"E	
L3	21.21	N54° 29' 34"E	
L4	21.21	S35° 30' 26"E	
L5	21.21	N54° 29' 34"E	
L6	21.21	S35° 30' 26"E	
L7	26.03	N87° 01' 07"E	
L8	77.00	S02° 58' 53"E	
L9	21.21	N42° 01' 07"E	
L10	19.91	S47° 58' 53"E	
L11	22.44	S42° 01' 07"W	
L12	15.30	N02" 58' 53"W	
L13	78.00	N87° 01' 07"E	
L14	15.00	502° 58' 53"E	
L15	21.21	S47° 58' 53"E	
L16	20.87	N43° 55' 40"E	
L17	21.55	N46° 04' 20"W	
L18	21.28	N45° 06' 29"W	
L19	21.14	N44° 53' 32"E	
L20	49.62	N55° 38' 58"E	
L21	49.62	N55° 38' 58"E	
L22	49.62	N55° 38' 58"E	
L23	31.84	S39° 32' 39"E	
L24	124.02	S01° 35' 16"E	
L25	56.00	587° 46' 23"W	
L26	16.00	S01° 35′ 16″E	
L27	6.00	N87° 46' 23"E	
L28	124.04	S01° 35' 16"E	
L29	6.00	S87° 44' 50"W	
L30	66.00	S02° 15' 10"E	
L31	13.12	N87° 44' 50"E	
L32	47.09	S21° 31' 18"W	
L33	47.09	N21° 31' 18"E	
L34	47.09	N21° 31' 18"E	
L35	22.33	S45° 55' 39"W	
L36	19.92	N18° 40' 00"W	

#### NOTES:

ZONING OF PARCELS: M-1 LIGHT MANUFACTURING M-2 HEAVY MANUFACTURING

OWNER/LAND SPLITTER: CITY OF KENOSHA ADDRESS: 625 52ND STREET KENOSHA, WI 53140

ALL ELEVATIONS REFER TO NAVD OF 1988 (12)

BEARINGS BASE: GRID NORTH, WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD 1983/2011. THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 36-2-22 IS ASSUMED TO BEAR N 89°50'11" E.

#### LEGEND:

- □ O.D. IRON PIPE FOUND
- O 1-1/4" O.D. IRON PIPE FOUND
- X CUT "+" FOUND
- 3/4" X 24" REBAR 1.50 LBS. / LIN. FT. SET
- ♠ 6" CONCRETE MONUMENT W / BRASS CAP FOUND
- △ MONITORING WELL



Nielsen Madsen - Barber CIVIL ENGINEERS AND LAND SURVEYORS 1458 Horizon Blvd. Suite 200, Racine, WI. 53406 (262)634-5588 | www.nmbsc.net

This Instrument was drafted by Mark R. Madsen on June 19, 2023

Line Table			
Line Length		Direction	
L100	30.03	S80° 30' 26"E	
L101	78.33	N04° 14' 27" E	
L102	30.29	N80° 30' 26"W	
L103	30.05	S80° 30' 26"E	
L104	78.48	S03° 09' 12"W	
L105	30.39	N80° 30' 26"W	
L106	132.84	S15° 07' 49"E	
L107	30.00	S74° 52' 11"W	
L108	78.00	S15° 07' 49"E	
L109	30.00	N74° 52' 11"E	
L110	132.84	S15° 07' 49"E	
L111	30.00	N74" 52' 11"E	
L112	78.00	S15° 07' 49"E	
L113	30.00	574° 52' 11"W	
L114	66.73	N00° 17' 34"W	
L115	30.00	589° 42' 26"W	
L116	66.00	N00° 17' 34"W	
L117	30.00	N89° 42' 26" E	
L118	66.73	N00° 17' 34"W	
L119	30.00	N89° 42' 26" E	
L120	66.00	N00° 17' 34"W	
L121	30.00	S89° 42' 26"W	

SHEET 21 OF 23 SHEETS 2023.0027.01 CSM.dwg

#### CERTIFIED SURVEY MAP NO.

PART OF VACATED ALLEYS, BLOCKS, LOTS, AND STREETS OF BAIN'S SUBDIVISION, AND PART OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4, THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 36, TOWNSHIP 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF KENOSHA, COUNTY OF KENOSHA, STATE OF WISCONSIN

#### SURVEYOR'S CERTIFICATE

I, Mark R. Madsen, Professional Land Surveyor, hereby certify:

THAT I have prepared this Certified Survey Map at the direction of the City of Kenosha;

THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Land Division Control Ordinance of the City of Kenosha;

THAT such map is a true representation of all exterior boundaries of the land surveyed and the land division thereof made, described as:

That part of vacated alleys, blocks, lots, and streets of Bain's Subdivision, a plat recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on June 11, 1890 as Document No. 44724, and part of the Northeast 1/4, the Southeast 1/4, the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4, all in Section 36, Township 2 North, Range 22 East of the Fourth Principal Meridian, in the City of Kenosha, County of Kenosha, State of Wisconsin, more particularly bounded and described as follows: Commencing at the Southwest corner of the Southeast 1/4 of said Section 36, run thence N89°50'11"E, 60.02 feet along the South line of the Southeast 1/4 of said Section 36 to the Southerly extension of the East line of 30th Avenue; thence NO1°45'17"W, 52.01 feet along the said Southerly extension of the East line of 30th Avenue, parallel with the West line of the Southeast 1/4 of said Section 36 to the point of beginning; continue thence NO1°45'17"W, 2541.30 feet along the East line of 30th Avenue, parallel with the West line of the Southeast 1/4 of said Section 36; thence N44°08'52"E, 13.92 feet along the East line of 30th Avenue to the South line of 52nd Street - S.T.H. "158"; thence S89°55'23"E, 1250.93 feet along the South line of 52nd Street to the West line of 26th Avenue; thence S39°32'39"E, 31.84 feet along the West line of 26th Avenue; thence S10°06'10"E, 88.08 feet along the West line of 26th Avenue; thence S01°36'10"E, 254.68 feet along the West line of 26th Avenue to the South line of 53rd Street; thence N87°47'56"E, 241.00 feet along the South line of 53rd Street to a point that is Westerly 98.00 feet along the South line of 53rd Street from the Northeast corner of Block 5 of Bain's Subdivision; thence S01°35'16"E, 124.02 feet parallel with the West line of 25th Avenue to the North line of an East-West public alley in said Block 5 of Bain's Subdivision; thence S87°46'23"W, 56.00 feet along the North line of said public alley; thence S01°35'16"E, 16.00 feet parallel with the West line of 25th Avenue to the South line of the said public alley; thence N87°46'23"E, 6.00 feet along the South line of said public alley; thence S01°35'16"E, 124.04 feet parallel with the West line of 25th Avenue to the North line of 54th Street; thence S87°44'50"W, 6.00 feet along the North line of 54th Street; thence S02°15'10"E, 66.00 feet perpendicular to the North line of 54th Street to the South line of said street; thence N87°44'50"E, 13.12 feet along the South line of 54th Street to the West line of a North-South public alley in Block 12 of Bain's Subdivision; thence S01°37'20"E, 421.09 feet along the West line of said public alley and its Southerly extension to the South line of 55th Street; thence N87°50'11"E, 324.52 feet along the South line of 55th Street to the West line of a North-South public alley in Block 14 of Bain's Subdivision; thence S01°36'01"E, 242.00 along the West line of said North-South public alley to the South line of an East-West public alley in Block 14 of Bain's Subdivision; thence 587°50'11"W, 140.00 feet along the South line of said East-West public alley to the West line of 24th Avenue; thence SO1°36'01"E, 270.12 feet along the West line of 24th Avenue to the Southline of 56th Street; thence N87°45'05"E, 323.62 feet along the South line of 56th Street to the West line of 23rd Avenue; thence S01°40'59"E, 255.47 feet along the West line of 23rd Avenue to the North line of the Union Pacific Railroad; thence S53°26'28"W, 1204.76 feet along the North line of the Union Pacific Railroad to the North line of 60th Street; thence S89°50'11"W, 1268.63 feet along the North line of 60th Street and parallel with the South line of the Southeast 1/4 of said Section 36 to the East line of 30th Avenue; thence N44°17'55"W, 26.46 feet along the East line of 30th Avenue to the point of beginning.

Containing 4,355,655 square feet or 99.992 acres (3,829,049 square feet or 87.903 acres when excluding roads to be dedicated to the public).

June 19, 2023

Mark R. Madsen Nielsen Madsen & Barber, S.C. 1458 Horizon Blvd, Suite 200 Racine WI 53406 (262) 634-5588



Nielsen Madsen - Barber IVIL ENGINEERS AND LAND SURVEYORS 1458 Horizon Blvd. Suite 200, Racine, WI. 53406 (262)634-5588 | www.nmbsc.net This Instrument was drafted by Mark R. Madsen on June 19, 2023

SHEET 22 OF 23 SHEETS 2023.0027.01 CSM.dwg

# CERTIFIED SURVEY MAP NO. \_ PART OF VACATED ALLEYS, BLOCKS, LOTS, AND STREETS OF BAIN'S SUBDIVISION, AND PART OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4, THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 36, TOWNSHIP 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF KENOSHA, COUNTY OF KENOSHA, STATE OF WISCONSIN OWNER'S CERTIFICATE The CITY OF KENOSHA, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as Owner, does hereby certify that it has caused the land described on this map to be surveyed, divided, and mapped as represented on this Certified Survey Map. THE CITY OF KENOSHA does further certify that this Certified Survey Map is required to be submitted to the following for approval: The City of Kenosha, the Wisconsin Department of Administration and the Wisconsin Department of Transportation. IN WITNESS WHEREOF the said CITY OF KENOSHA, a Wisconsin Municipal Corporation, has caused these presents to be signed by Timothy M. Casey on this \_\_\_\_\_\_ day of \_\_\_\_\_\_ , 2023. Attest: Timothy Casey Brian Cater City Director of Public Works City Development Director STATE OF WISCONSIN COUNTY OF KENOSHA Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 2023, Timothy M. Casey, of the CITY OF KENOSHA, to me known to be the person who executed the foregoing instrument, and to me known to be such Development Director of said Municipality, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Municipality, by its authority. Signature Notary Public, \_\_\_\_ My Commission Expiration CITY OF KENOSHA CERTIFICATE Resolved that this Certified Survey Map has been submitted to and approved by the Common Council of the City of Kenosha on this \_\_\_\_\_\_ , 2023. Michelle Nelson, Clerk/Treasurer John Antaramian, Mayor Nielsen Madsen Barber CIVIL ENGINEERS AND LAND SURVEYORS 1458 Horizon Blud. Suite 200, Racine, Vii. 53406 (252)634-5588 | www.nimbsc.net SHEET 23 OF 23 SHEETS This Instrument was drafted by Mark R. Madsen on June 19, 2023 2023.0027.01 CSM.dwg



#### CITY PLAN COMMISSION Staff Report – Item #2

Thursday, February 22, 2024 at 5:00 pm Municipal Building 625 52nd Street – Room 202 – Kenosha, WI 53140

Resolution by the Mayor- To Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of 3525 18th Street, (Parcel No(s): 80-4-222-242-0120) in the Town of Somers, Kenosha County in Wisconsin with the Approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin. (3525 Property, LLC, Property Owner) (District 5)

## NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderperson LaMacchia, District 5, has been notified. A Class II Notice will be published. The Common Council is the final review authority.

#### **LOCATION AND ANALYSIS:**

Site:

3525 18th Street

- 1. The City of Kenosha and Town of Somers Agreement calls for 3525 18th Street to be transferred into the City.
- 2. An Attachment Agreement is pending approval by the Common Council to attach the 6.809 acres into the City. The attachment is being requested by the property owners.
- 3. This Resolution will amend the Official Map to place the property in the City.
- 4. The Resolution also places the property in the 5th Aldermanic District and in new Ward 84.

#### RECOMMENDATION:

A recommendation is made to approve the attached Resolution.

Rich Schroeder, Deputy Director

RESOLUTION NO. \_\_\_\_\_

BY: THE MAYOR

TO AMEND THE OFFICIAL MAP FOR THE CITY OF KENOSHA, WISCONSIN, TO INCLUDE THE ATTACHMENT OF

Parcel No(s):

80-4-222-242-0120

Located at:

3525 18th Street

IN THE TOWN OF SOMERS, KENOSHA COUNTY, WISCONSIN, IN ACCORDANCE WITH THE APPROVED CITY OF KENOSHA/TOWN OF SOMERS COOPERATIVE PLAN UNDER SECTION 66.0307 OF THE WISCONSIN STATUTES [3525 Property, LLC, Property Owner]

WHEREAS, the City of Kenosha, Wisconsin, has established an Official Map pursuant to Section 62.23(6), Wisconsin Statutes; and,

WHEREAS, the City of Kenosha, Wisconsin, and the Town of Somers, Wisconsin, entered into the City of Kenosha/Town of Somers Cooperative Plan Under Section 66.0307, Wisconsin Statutes, which was approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005, and the First Amendment to the City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on September 15, 2015; and,

WHEREAS, it was in the best interest for the public health, safety, and welfare of the City of Kenosha/Town of Somers to attach territory known as Parcel No. 80-4-222-242-0120 located in the Town of Somers, Kenosha County, Wisconsin, to the City of Kenosha, Wisconsin; and,

WHEREAS, on March 4, 2024, the Common Council for the City of Kenosha, Wisconsin, approved an Attachment and Zoning District Classification Ordinance under Section 66.0307, Wisconsin Statutes, for Parcel No. 80-4-222-242-0120, located in the Town of Somers, Kenosha, Wisconsin, to be attached to the City of Kenosha, Wisconsin, with the zoning district classification designated therein.

WHEREAS, Parcel No. 80-4-222-242-0120 attached to the City of Kenosha, Wisconsin pursuant to the Attachment and Zoning District Classification Ordinance approved by the Common Council for the City of Kenosha, Wisconsin on March 4, 2024, is within the following Districts:

1st Congressional District 22nd State Senate District 64th State Assembly District 15th County Board District Kenosha Unified School District

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 62.23(6)(c), Wisconsin Statutes, the Official Map of the City of Kenosha, Wisconsin, be and hereby is amended to include the designation of the attached territory formerly of the Town of Somers, County of Kenosha, Wisconsin, known as Parcel No. 80-4-222-242-0120 legally described and shown on attached Exhibit "A".

BE IT FURTHER RESOLVED that Parcel No. 80-4-222-242-0120 attached to the City of Kenosha pursuant to the Attachment and Zoning District Classification Ordinance approved by the Common Council for the City of Kenosha, Wisconsin on March 4, 2024, constitutes the 84th Ward of the City of Kenosha, subject to the Ordinances, rules and regulations of the City governing Wards and Aldermanic Districts.

BE IT FURTHER RESOLVED by the Common Council of the City of Kenosha,

Wisconsin, that Parcel No. 80-4-222-242-0120 attached to the City of Kenosha pursuant to the Attachment and Zoning District Classification Ordinance approved by the Common Council for the City of Kenosha, Wisconsin on March 4, 2024, constitutes City of Kenosha Voting Ward 84 and Ward 84 is adjoined to the polling place with Wards 4, 10, and 11 for voting purposes as allowed by Section 5.15(6)(b), Wisconsin Statutes.

BE IT FURTHER RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the City Clerk/Treasurer is directed to send a copy of this Resolution to the County Clerk for referral to the Kenosha County Board.

Adopted this day of	, 2024	
ATTEST: MICHELLE L. NELSON	_City Clerk/Treasurer	Date:
APPROVED:	_ Mayor	Date:

Drafted By: MATTHEW A. KNIGHT City Attorney





# ComSys, Inc. Technology Support Services Service Level Agreement

THIS AGREEMENT entered into this $\_$	day of	, 2024, and between ComSys Inc.,
a Wisconsin corporation and the City	of Kenosha Po	olice Department.

## **Scope of Services**

ComSys, Inc. will perform the following tasks on the existing network infrastructure in the Kenosha Police Department.

- Remote monitoring of network availability and performance
- Remote monitoring of syslog data, events, and alerts
- Update/configure/install switches and routers
- Network analysis and troubleshooting
- Firewall support
- DNS support
- Other services that are mutually agreed upon by ComSys, Inc. and the Kenosha Police Department

## **Exclusions**

This Agreement is for services to maintain, troubleshoot and configure existing network infrastructure and does not cover the costs of purchasing new or replacement hardware and equipment.

## **Kenosha Police Department Obligations**

Kenosha Police Department agrees to the following:

- To provide ComSys, Inc. employees access to the server room and all areas that have installed network equipment for the purposes of executing this Agreement
- To provide ComSys, Inc. two virtual machines for the redundant installation of network monitoring tools and system logging for status, events and diagnostics
- To provide an open port on the firewall for remote monitoring of the network
- To provide an email address in the kenoshapolice.com domain for ComSys, Inc. to receive network alerts

## **Compensation**

ComSys, Inc. agrees to a pre-paid time block payment of \$13,750.00 which constitutes 110 service hours at \$125.00 per hour.

ComSys, Inc. agrees to provide the Kenosha Police Department with a quarterly itemized list of work performed under this Agreement.

ComSys, Inc. agrees that pre-approval will be required for any work performed once the allotted time block has been depleted.

## **Term**

The term of this Agreement is for the period of one year, commencing January 1, 2024 and expiring on December 31, 2024.

## **Indemnity and Insurance**

Each Party shall indemnify, defend and hold the other Party harmless from all liabilities, costs and expenses (including, without limitation, attorney fees) that such Party may suffer, sustain or become subject to as a result any misrepresentation or breach of warranty, covenant or agreement of the indemnifying Party contained herein or the indemnifying Party's gross negligence or willful misconduct in performance of its obligations under this Agreement.

ComSys, Inc. will, during the terms of this Agreement, keep in force and effect the following limits of coverage.

i.) Commercial General Liability

Each Occurrence \$2,000,000

General Aggregate \$2,000,000

Products - Comp/Op Agg \$2,000,000

ii.) Errors and Omissions Liability \$1,000,000

iii.) Professional Liability\*

• Each Occurrence \$1,000,000

• General Aggregate \$1,000,000

iv.) Excess/Umbrella Liability+

Each Occurrence \$1,000,000

Aggregate \$1,000,000

v.) Worker's Compensation Statutory Limits

vi.) Employer's Liability\*

Each Accident \$100,000

Disease Each Employee \$100,000

Disease Policy Limit \$500,000

### **Termination**

ComSys, Inc. and the Kenosha Police Department have the unrestricted right to terminate this Agreement. To terminate the Agreement, the terminating party must provide 30 days of written notice to the other party.

# **Independent Contractor**

The relationship between ComSys, Inc. and the Kenosha Police Department is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency joint venture, or employment relationship.

## Ownership of Information and Equipment

All materials, software and information, written, digital, photographic or otherwise, created by ComSys, Inc. pursuant to the to the duties and services covered under this Agreement shall be and remain completely the property of Kenosha Police Department.

## **Confidentiality**

ComSys, Inc. will keep confidential and not publish, make available or otherwise disclose any confidential information it obtains from or develops for the Kenosha Police Department under this Agreement.

## **Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed received when:

- a) delivered personally,
- b) 3 days after having been sent by registered or certified mail, return receipt requested, postage prepaid,
- c) 1 day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.

ComSys, Inc.	Kenosha Police Department			
Authorized Signature	— Authorized Signature			
Title	Title			
Print Name	Print Name			
Date				



#### **MEMO**

TO:

Mayor John M. Antaramian

Members of the Common Council Members of Finance Committee

FROM:

Michael Callovi, Planning Technician

Tim Casey, Director Community Development

RE:

Change Order to the Contract to Remove and Dispose of Asbestos Containing Material and Universal Waste, Raze Structure and Restore Lot at 3920-22 75th Street, between the

City of Kenosha and S.A.F.E. Inc. (Project #08-23)(District 8)

DATE:

February 27, 2024

The attached change order to the contract to remove and dispose of asbestos containing material and universal waste, raze structure and restore lot at 3920-22 75th Street between the City of Kenosha and S.A.F.E. Inc. requires approval by the Common Council.

The property at 3920-22 75th Street was formerly a gas station and automobile repair facility. The property was acquired by the City as part of the Project Plan for Tax Incremental District (TID) #31. Based on an inspection of the building and property, there was no asbestos reported in any of the areas tested.

A request for proposals (RFP) was issued October 17, 2023 and proposals were due November 3, 2023. Four (4) proposals were received and S.A.F.E. Inc., was the lowest bidder for the gas/service station in the RFP at \$41,700.00. The contract with S.A.F.E. Inc. was approved by the Common Council on December 4, 2023.

At the February 21, 2024, Common Council meeting a change order in the amount of \$1,450.00 was added to the project to abate previously undetected Asbestos Containing Material from an electrical panel.

During the demolition of the structure, Transit Piping was discovered buried along the foundation. Transit Piping is an Asbestos Containing Material and will require abatement.

City Staff is requesting a change order in the amount of \$10,000.00 which will increase the total project cost to \$53,150.00. This change amount will cover the removal of the Transit Piping (\$5,385.00) and leave additional funds authorized to address future unforeseen issues. There are sufficient funds in TID #31.

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

**MBC** 

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

## PROJECT NO. <u>08-23</u>

## **CHANGE ORDER**

Project Number:08-23	
Account Number:	
Contractor: Safe Abatement For Everyon	e, Inc.
Date of Common Council action:	
CITY and CONTACTOR agree that the amount of the Contract by \$_ <b>5,385.00</b> amendment shall have the effect of not chang	
This Change Order is approved by:	
CONTRACTOR	CITY OF KENOSHA, MAYOR
Ву:	By:
Print Name:	Print Name:
Data	Data:



MBE/DBE/SBE Certified Firm

Safe Abatement For Everyone, Inc. 2807 Beck Drive Waterford, WI 53185 P: (262) 960-9552 F: (262) 654-7168 www.safeabatement.com

## Change Order

February 26, 2024

Contract # COK 08-23 CO2

City of Kenosha C/O: Michael Callovi 625 52<sup>nd</sup> St. RM 308 Kenosha, WI

RE: Asbestos Abatement of Transit Underground Pipes at the Former Gas Station 3920-22 75th Street, Kenosha, WI 53140

To Whom It May Concern:

We are pleased to present the following proposal based on project specification attained during our site visit on February 22, 2024. S.A.F.E. Inc. will furnish these: labor, materials, equipment, hauling, disposal, subcontractors OSHA compliant air monitoring and permits for the proper removal and disposal of the following asbestos contained building materials:

- Excavation and Removal of 100' -150' of Transit Pipes that was buried in ground
- Waste to be Properly Managed and Removed Daily in OSHA Containers

The total cost of determined scope of work that is listed above, is to be discussed and agreed upon from both parties prior to signing. All work will be performed per USEPA and OSHA guidelines, using only state certified personnel.

Should you have any questions or need further assistance, please do not hesitate to contact us. Thank you for your consideration.

Best regards, Craig A. Murdock S.A.F.E. Inc. (Safe Abatement For Everyone Inc.) CAM/CEO

If building Owner/Representative (Owner) agrees to the conditions of this proposal, please sign and fax to (262) 654-7168 or Mail a copy of this agreement and/or sub-contracts, purchase order to **1520 S. Sylvania Ave., Suite 305-306, Sturtevant, WI 53177.** 

City of Kenosha 652 52 <sup>nd</sup> St. Kenosha, WI	S.A.F.E. Inc. 2807 Beck Drive Waterford, WI 53185		
Signature	Signature		
Title	Title2-26-2024		
Date	Date		

For the purpose of this agreement, any sign document transmitted by facsimile shall be treated in all respects as an original document and the signatures thereon shall be considered original signatures.

## CITY OF KENOSHA SCHEDULES OF DISBURSEMENTS

Disbursement Record03	
Approved by Council	
The Finance Committee reviewed the attached li from 2/01/2024 through 02/15/2024 and have a	sting of disbursement for the period pproved the disbursement as follows:
1. Checks numbered from <u>217240</u> through <u>21</u> listing consisting of:	7534 as shown on attached
a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	<u>\$4,068,800.66</u>
SUBTOTAL PLUS:	\$4,068,800.66
2. City of Kenosha Payroll Wire Transfers from the same period:	\$1,703,211.39
TOTAL DISBURSEMENTS APPROVED	\$5,772,012.05
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 #03

**ESTIMATED FINANCIAL IMPACT:** 

No additional fiscal note needed.

Date Prepared: 2/16/2024

Prepared By:

Reviewed By:

CITY OF KENOSHA

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217240	2/01	GENERAL FIRE EQUIPMENT CO	110-02-52103-561-000	HAVIS DOCKNG STATION	1,198.08
217241	2/01	MISSION SQUARE	110-00-21572-000-000 110-00-21599-000-000 110-00-21524-000-000	1/16-31 CONTRIBS	55,133.96 19,110.72 4,904.00 79,148.68
217242	2/01	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	P/E 1/27 HRLY DEDCTS	30.00
217243	2/01	DICK'S ROOF REPAIR SERVICE	219-06-50518-259-000	#6857763- R00F	10,000.00
217244	2/01	AT&T	110-02-52108-227-000	1/7-2/6 RADIO CIRCUI	93.71
217245	2/01	CHASE BANK KENOSHA	$\begin{array}{c} 110-00-21513-000-000 \\ 110-00-21612-000-000 \\ 110-00-21511-000-000 \\ 110-00-21614-000-000 \\ 110-00-21514-000-000 \\ 110-00-21612-000-000 \\ 110-00-21511-000-000 \\ 110-00-21511-000-000 \\ 110-00-21514-000-000 \\ 110-00-21514-000-000 \\ \end{array}$	W/E 1/27 HRLY DEDCTS W/E 1/26 HRLY DEDCTS CHECK TOTAL	15,479.13 15,479.12 4,013.80 4,013.59 1,402.75 1,402.75 464.63 463.37
217246	2/01	WIS DEPT OF REVENUE	110-00-21581-000-000	P/E 1/27 WAGE ASSIGN	125.78
217247	2/01	NEENAH FOUNDRY CO. (K0363)	632-09-50101-393-000	CASTINGS	22,660.42
217248	2/01	DECKER FIRE & SAFETY	110-02-52203-246-000	BACKFLOW PREVENTOR	4,445.00
217249	2/01	LAKESIDE INTERNATIONAL TRUCK	632-09-50101-393-000	REPAIRS UNIT 3320	4,534.41
217250	2/01	GF0A	110-01-51101-219-000	2024 BUDGET AWARD AP	665.00
217251	2/01	B & L OFFICE FURNITURE	110-05-55101-362-000	OFFICE FURNITURE	5,230.25
217252	2/01	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	P/E 1/27 CITY HRLY D P/E 1/27 WATER HRLY CHECK TOTAL	2,123.00 754.84 2,877.84

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	CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
_	217253	2/01	ALIA, DUMEZ & MCTERNAN	110-09-56402-219-000 110-09-56402-219-000 110-09-56402-219-000 110-09-56402-219-000		175.00 145.00 105.00 70.00 495.00
	217254	2/01	SCHINDLER ELEVATOR CORP.	521-09-50101-242-000	1/1-12/31 MAINTENANC	3,353.39
	217255	2/01	WAUSAU EQUIPMENT CO.	632-09-50101-393-000	PLOW PARTS/MATERIALS	5,714.57
	217256	2/01	GREEN EARTH DEICER COMPANY	521-09-50101-351-000	RUNWAY DEICER	50,570.83
	217257	2/01	WI SCTF	110-00-21581-000-000	P/E 1/27 HRLY DEDCTS	1,363.34
	217258	2/01	WHOLESALE DIRECT INC	632-09-50101-393-000	PARTS/MATERIALS	79.70
	217259	2/01	ALLDATA, LLC	632-09-50101-322-000	ANNUAL SUBSCRIPTION	1,500.00
	217260	2/01	IAFF/NATIONWIDE	110-00-21574-000-000 110-00-21579-000-000	1/16-31 CONTRIBS 1/16-31 CONTRIBS CHECK TOTAL	17,939.34 1,620.00 19,559.34
	217261	2/01	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000 110-00-21539-000-000	1/16-31 CONTRIBS 1/16-31 CONTRIBS CHECK TOTAL	16,008.87 3,673.87 19,682.74
	217262	2/01	ILLINOIS DEPT OF REVENUE	110-00-21518-000-000 110-00-21518-000-000 110-00-21518-000-000	P/E 1/31 ST TAX SAL P/E 1/27 STATE TAX P/E 1/31 ST TAX PROD	3,629.08 95.40 3.25 3,727.73
	217263	2/01	WYNN AT LAW, LLC TRUST ACCT	110-00-21581-000-000	P/E 1/27 D ELFERING	300.60
	217264	2/01	COVERTTRACK GROUP INC	110-02-52103-226-000	TRACKING SERVICE	1,200.00
	217265	2/01	ADORAMA	110-02-52103-365-000 110-02-52103-365-000	FP ZOOM LI-O RND FLS NIKON FLASH CORD CHECK TOTAL	247.00 94.99 341.99
	217266	2/01	CLEAN AIR TECHNOLOGIES INC.	520-09-50201-246-000	DISPLAY	2,282.79

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT	
217267	2/01	STROHMAN ENTERPRISE, INC.	110-02-52103-365-000	LIGHT BREACHING KIT	819.99	
217268	2/01	DALE J LEROSE	110-01-51801-243-000	1/24 CLEANING CONTRA	4,758.26	
217269	2/07	CROWN TROPHY OF KENOSHA	110-02-52103-311-000 110-01-51801-246-000	HANSCHE PLAQUE NAME PLATE CHECK TOTAL	80.00 15.00 95.00	
217270	2/07	ST THERESE CHURCH	110-00-21112-000-000	CLASS B LIC	30.00	
217271	2/07	OTIS ELEVATOR CO.	110-01-51801-242-000	ELEVATOR SERVICE AG	10,491.48	
217272	2/07	STATE OF WISCONSIN	110-00-21901-999-000 110-00-21911-999-000 110-00-45104-999-000	12/23 COURT COSTS 12/23 COURT COSTS 12/23 COURT COSTS CHECK TOTAL	10,491.18 5,605.46 1,955.00 18,051.64	
217273	2/07	URBAN LAND INSTITUTE-ULI	110-01-51601-323-000	3/1/24-3/1/25 SCHROE	264.00	
217274	2/07	WOODMAN'S FOOD MARKET, INC	110-00-21134-000-000	REST4SFB2Q	21.19	
217275	2/07	MILLHOUSE AUTO BODY INC	110-02-52103-344-000	REPAIR FLT 3441	224.40	
217276	2/07	ACCURATE PRINTING CO., INC.	110-02-52102-311-000	PRINTING/SUPPLIES	75.00	
217277	2/07	CRIVELLO,NICHOLS & HALL SC	222-09-50101-259-000	LEGAL SVC THRU 12/31	240.00	
217278	2/07	SMART READER	110-03-53116-311-000 205-03-53118-311-000	WASTE AUTOMATION PUB WASTE AUTOMATION PUBCHECK TOTAL	541.80 103.20 645.00	
217279	2/07	WRIGHT EXPRESS FSC	110-03-53103-341-000	CNG PURCHASES	77.00	
217280	2/07	IAFCI	110-02-52102-323-000	IAFCI DUES/ FEE	105.00	
217281	2/07	ALARM DETECTION SYSTEMS INC	110-01-51801-246-000	ALARM DETECTION SERV	4,090.80	
217282	2/07	FLOYD'S TOWING INC	110-02-52203-344-000	TOW TRUCK 44	812.50	
217283	2/07	KENOSHA COUNTY TREASURER	110-00-21910-999-000 110-00-21901-999-000 110-00-21910-999-000	12/23 FEES COLLECTED 12/23 FEES COLLECTED 12/23 FEES COLLECTED	4,548.70 2,306.91 263.94 7,119.55	

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217284	2/07	HAPPENINGS MAGAZINE	110-03-53116-311-000 205-03-53118-311-000	WASTE AUTOMATION PUB	
217285	2/07	AURORA HEALTH CARE	110-01-51303-216-000 520-09-50101-216-000 110-00-15202-000-000 521-09-50101-219-000	1/24 CHARGES	2,304.00 790.00 80.00 40.00 3,214.00
217286	2/07	I/O SOLUTIONS, INC.	110-01-51303-219-000	2 OF 2 FD CHIEF PROM	10,377.50
217287	2/07	PREMISE HEALTH EMPLOYER	611-09-50101-155-504	12/23 SERVICE	45,750.56
217288	2/07	WISCONSIN DEPT OF JUSTICE	110-02-52107-264-000	DRUG INV REG ANSCHUT	400.00
217289	2/07	WIS ECONOMIC DEVELOPMENT	110-01-51601-323-000	2024 CASEY RENEW	350.00
217290	2/07	WTSOA	110-02-52107-264-000	WTSOA CONF (6)	1,000.00
217291	2/07	UNIVERSITY OF ILLINOIS	110-02-52206-219-000	BUILD CONST CLASS	1,475.00
217292	2/07	SERRANO-PERDOMO, ALBERTO	110-00-21904-000-000	BI777286	111.40
217293	2/07	DOUGLAS, SUMMER	110-00-45103-000-000 110-00-21910-000-000 110-00-21901-000-000 110-00-21109-000-000	BI78256 BI78256 BI78256 BI78256 CHECK TOTAL	125.00 50.00 32.50 50.00CR 157.50
217294	2/07	JAMOYL TANNER, CHANTILLIQUE	110-00-21904-000-000	BI775181	31.50
217295	2/07	ANDREOLI, KELLY	110-02-52103-311-000 110-01-51306-312-000	PETTY CASH PETTY CASH CHECK TOTAL	478.39 21.67 500.06
217296	2/07	THOMAS, WILLIAM	110-02-52203-263-000	1/10-11 PRE-CON MTG	25.00
217297	2/07	PATTON, PATRICK	110-02-52103-341-000 110-02-52107-263-000	1/8-12 TOMAH 1/17-18 MADISON CHECK TOTAL	41.09 37.00 78.09

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217298	2/07	SCHAPER, KATE K.	110-02-52103-263-000	01/28 WINNEBAGO	8.00
217299	2/07	JOHNSON, ANTHONY	110-02-52203-341-000 110-02-52203-263-000	1/10-11 PRE-CON MTG 1/10-11 PRE-CON MTG CHECK TOTAL	44.86 25.00 69.86
217300	2/07	STAHL, MATTHEW	110-01-51303-144-000	2023 TUITION	611.20
217301	2/07	BARRIERE, ANTHONY	110-02-52103-381-000	K-9 F00D	120.69
217302	2/07	SANTELLI, TAYLOR	110-02-52203-263-000	1/10-11 PRE-CON MTG	25.00
217303	2/07	MARESCALCO, GLEN	631-09-50101-264-000 631-09-50101-263-000 631-09-50101-261-000	1/23-26 LAND SURVEY 1/23-26 LAND SURVEY 1/23-26 LAND SURVEY CHECK TOTAL	555.00 375.57 191.62 1,122.19
217313	2/07	SCHULTZ, BEN	631-09-50101-264-000	WCPA MADISON	350.00
217314	2/07	TENUTA, JOHN	110-01-51303-144-000	2024 TUITION	277.20
217315	2/07	GUADARRAMA, JONATHAN	110-02-52103-263-000	01/22 WINNEBAGO	12.00
217316	2/07	FERDERER, MICHAEL	110-01-51303-144-000	2023 TUITION	392.92
217317	2/07	MENDEZ, NELSON	110-02-52103-263-000	01/25 WINNEBAGO	12.00
217318	2/07	KRYNSKI, KRISTIAN	110-02-52203-263-000	1/10-11 PRE-CON MTG	25.00
217319	2/07	EAKINS, MATTHEW	110-02-52103-263-000	01/25 WINNEBAGO	12.00
217320	2/07	HOENING, NORMAN	110-02-52203-263-000	1/10-11 PRE-CON MTG	25.00
217321	2/07	HOENING, JOSHUA	110-01-51303-144-000	2024 TUITION	1,222.40
217322	2/09	WE ENERGIES	110-03-53109-221-000 110-05-55109-221-000	1/24 STREETLIGHTING 1/24 STREETLIGHTINGCHECK TOTAL	256,944.97 236.83 257,181.80
217323	2/09	GODFREY & KAHN, SC	110-09-56519-259-000 110-09-56519-259-000 110-09-56519-259-000	12/23 WASTEWATER 12/23 SOLAR 12/23 PFASCHECK TOTAL	5,652.50 5,352.00 282.09 11,286.59

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217324	2/09	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	P/E 2/3 HRLY DEDCTS	30.00
217325	2/09	NOTARY BOND RENEWAL SERVICE	110-01-51301-311-000	ETZELMUELLER	30.00
217326	2/09	CLEARSTAR INC	110-00-15201-000-000 110-01-51303-219-000 520-09-50101-219-000 110-01-51303-219-000 631-09-50101-219-000 520-09-50101-219-000 110-00-15202-000-000	BACKGROUND CHECKS CHECK TOTAL	79.49 56.18 56.18 28.09 28.09 28.09
217327	2/09	TRAFFIC & PARKING CONTROL CO	110-01-51901-311-000	VOTER ENT SIGNS	3,287.30
217328	2/09	KENOSHA WATER UTILITY	477-11-52001-587-000 467-11-51801-581-000 439-11-51701-581-000 439-11-51701-581-000 439-11-51701-581-000 403-11-51809-581-000 461-11-52201-581-000	9/30-11/30 11325 38T	68.40 31.28 11.78
217329	2/09	WE ENERGIES	110-03-53109-221-000 110-05-55109-221-000 110-02-52203-221-000 110-02-52203-222-000 110-03-53103-221-000 110-05-55109-222-000 110-05-55102-221-000 632-09-50101-221-000 519-09-50106-221-000	GROUP BILL 1/26/24 GROUP BILL 1/26/24 2121 ROOS STA 3 2121 ROOS STA 3 GAS GROUP BILL 1/26/24 CROUP BILL 1/26/24 CROUP BILL 1/26/24 CROUP BILL 1/26/24	1,179.38 922.27 457.98 199.46 188.71 60.96 29.46
217330	2/09	WISCONSIN MUNICIPAL	110-01-52001-323-000	2024 DUES EASTON	100.00
217331	2/09	DATA FINANCIAL BUSINESS	110-01-51201-362-000	CURRENCY DISCRIMINAT	2,070.00
217332	2/09	OAKES & SON, INC., A. W.	441-11-52302-587-000	THRU 1/31 20-2040	1,545,152.68

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217333	2/09	KENOSHA WATER UTILITY	227-09-50101-223-000	9/30-11/30 SWU	909.88
217334	2/09	KENOSHA WATER UTILITY	110-03-53107-219-000 110-03-53107-219-000 110-03-53107-219-000 110-03-53107-219-000 110-03-53107-219-000 501-09-50105-259-000 110-03-53113-259-000 110-03-53107-219-000 501-09-50105-259-000 110-03-53113-259-000	2/4/23 SNOWPLOWING 1/28/23 SNOWPLOWING 1/31/23 SNOWPLOWING 1/15/24 SNOWPLOWING 1-6/24 DIGGERS 1-6/24 DIGGERS 1/31/23 SNOWPLOWING	5,451.77 4,622.08 2,515.43 2,054.35 1,833.20 1,833.20 309.02 457.32CR
217335	2/09	AT&T	110-02-52203-227-000	12/23-1/22 FIRE CIRC	413.26
217336	2/09	CITIES & VILLAGES MUTUAL INS	110-09-56405-219-000	Q4 TPA FEES	8,269.00
217337	2/09	REGISTRATION FEE TRUST	110-09-56519-909-000	FLT 3087, 2711	16.00
217338	2/09	WIS DEPT OF TRANSPORTATION	402-11-52306-585-000 449-11-52102-585-000 402-11-52207-585-000 449-11-52102-585-000 449-11-52102-585-000 402-11-52314-585-000 402-11-52315-585-000	11/30-12/31 PRJ ID 3 6/30-8/31 WASH @ 30 11/30-12/31 DESIGN/E 6/30-8/31 WASH RD @ 8/1-31 WASH @ 30 AVE 11/30-12/31 STATE #3 11/30-12/31 STATE #3 CHECK TOTAL	6,848.82 6,372.71 2,054.91 1,983.32 1,575.50
217339	2/09	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	2/24 HRLY DEDCTS	20.00
217340	2/09	LALONDE CONTRACTORS INC	402-11-52211-585-000 403-11-52211-588-000 402-11-52201-585-000 403-11-52102-588-000	PROJ 22-1021 RESURF PROJ 22-1021 RESURF PROJ 22-1042 PROJ 22-1042 CHECK TOTAL	21,661.95
217341	2/09	UW MADISON	724-00-21935-000-000	EDWARDS 9085387919	1,500.00
217342	2/09	AECOM TECHNICAL SERVICES INC	441-11-52301-587-000	5/6-12/1 R4R SUPPT	494.46

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217343	2/09	WMCA	110-01-51201-323-000	24 NELSON/OPPENNEER	130.00
217344	2/09	SHRED-IT USA	110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000	1/24 DOCUMENT SHREDD 12/23 DOCUMENT SHRED 11/23 DOCUMENT SHRED CHECK TOTAL	57 78
217345	2/09	RUEKERT & MIELKE, INC.	403-11-52309-588-000 501-09-50102-219-000 501-09-50102-219-000 501-09-50102-219-000	12/2-29 PROF SERV CO 11/4-12/1/2023 STORM 12/2-29/2023 STORM S 11/4-12/1 ILLICIT DI CHECK TOTAL	4,133.00 1,921.25 121.00
217346	2/09	FRONTIER	110-02-52203-227-000	1/22-2/21 BEST WESTE	42.05
217347	2/09	INTERCLEAN EQUIPMENT INC	501-09-50105-387-000 110-03-53103-387-000	TRUCK WASH CLEANER TRUCK WASH CLEANER CHECK TOTAL	4,000.00 761.94 4,761.94
217348	2/09	DK CONTRACTORS	445-11-50901-589-000	TOPSOIL & GRADING	10,023.30
217349	2/09	VERIZON WIRELESS	501-09-50105-226-000 110-05-55109-226-000 110-03-53109-226-000 110-02-52601-226-000 110-03-53110-226-000 110-03-53103-226-000 501-09-50103-226-000 501-09-50101-226-000 110-05-55111-226-000 110-03-53103-226-000 501-09-50103-226-000	12/24-1/23 CITY CELL 12/24-1/23 CITY TABL 12/24-1/23 CITY CELL 12/24-1/23 CITY TABL	190.05 152.04 152.04 152.04 152.04 130.14 76.02 76.02 60.06 46.17 46.17 46.17 38.01 35.57

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217350	2/09	GFOA	110-01-51101-323-000	2024 GFOA DUES	840.00
217351	2/09	LETTERING MACHINE	520-09-50101-367-000	UNIFORM ITEMS	475.00
217352	2/09	ORGANIZATION DEVELOPMENT	110-01-51303-219-000 110-01-51303-219-000 110-01-51303-219-000	PROF SVCS PROF SVCS PROF SVCS	6,475.00 1,400.00 700.00 8,575.00
217353	2/09	INSTY-PRINTS	110-01-51601-311-000	PRINTING SERVICES	980.61
217354	2/09	WIS DEPT OF FINANCIAL INST	110-01-51301-311-000	ETZELMUELLER	20.00
217355	2/09	KENOSHA COUNTY TREASURER	110-00-21810-000-000	2023 SPEC LOTTERY	116.90
217356	2/09	FIFTY STATES DIST.	110-02-52103-259-000	DRY CLEAN	35.06
217357	2/09	WIS DEPT OF REVENUE	110-00-21810-000-000	23 SPEC LOTTERY	2,368.93
217358	2/09	SOUTHSHORE REALTORS ASSN	110-01-50901-323-000	2024 MLS	420.00
217359	2/09	CO STAR REALTY INFORMATION	110-01-50901-219-000	2/1-1/31/25 SUBSCR	9,649.20
217360	2/09	VILLAGE OF BRISTOL	521-09-50101-219-000	2023 FAA TAX BILL	30.00
217361	2/09	DYNAMIC RECYCLING, INC	205-03-53118-253-000	ELECTRONIC RECYCLING	1,748.06
217362	2/09	KASDORF, LEWIS & SWIETLIK	110-09-56402-219-000	CUNNINGHAM VS ROWLY	5,431.14
217363	2/09	AMAZON, COM	110-01-51102-539-000 110-01-51102-539-000 110-01-51801-246-000 110-02-52103-381-000 110-01-51102-539-000 206-02-52205-344-000 110-01-51102-539-000 110-01-51102-539-000 110-02-52201-311-000 110-03-53101-311-000 110-03-53101-311-000 110-05-55109-382-000 110-01-51901-311-000 110-05-55101-311-000 110-05-55101-311-000 110-05-55101-311-000 110-05-55101-311-000 110-05-55101-311-000 110-05-55101-311-000 110-01-50101-232-000 110-01-50101-232-000	6LHD C6H9 6197 C4YF 66N9 71WJ 63RD 4G4R 9XPQ 7JGN 977Y 9GWC 4FG1 CVNL 6T1H 4YKC 7R1P 6C91 DVPW F6PK	5,071.44 1,690.48 580.35 429.99 390.18 277.14 268.90 240.00 202.85 109.98 98.47 95.92 85.00 51.47 43.11 39.37 24.18 16.99 111.93CR

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-50101-232-000	G9MF CHECK TOTAL	175.89CR 9,316.07
217364	2/09	PRECISE MRM LLC.	110-03-53103-233-000 110-05-55109-233-000 110-03-53116-233-000 110-02-52601-233-000 501-09-50101-233-000 631-09-50101-233-000 205-03-53118-233-000	GPS CHARGES CHECK TOTAL	1,763.64 1,714.65 685.86 244.95 195.96 146.97 146.97 4,899.00
217365	2/09	WI SCTF	110-00-21581-000-000	P/E 2/3 HRLY DEDCTS	1,361.96
217366	2/09	STAFFORD ROSENBAUM LLP	110-09-56402-219-000	PROF SERVICE INVOICE	2,512.00
217367	2/09	WIS POLICE EXECUTIVE GROUP	110-02-52101-323-000	2024 MEM DUES PATTON	110.00
217368	2/09	ABSOLUTE CONSTRUCTION INC.	211-09-59109-219-000	THRU 9/30 22-2080	50,908.33
217369	2/09	CUSTOM T'S	110-02-52601-367-000	SHIRT EMBROID	696.00
217370	2/09	BZA KENOSHA LLC	520-09-50202-249-000	24 SOUTHPORT MAINT	3,119.27
217371	2/09	NAVITUS HEALTH SOLUTIONS	611-09-50101-155-527 611-09-50101-155-527	RX CLAIMS 1/16-1/31 EPRESCRIBE 10-12/23CHECK TOTAL	60,278.02 1,093.02 61,371.04
217372	2/09	LAKESHORE BID	110-00-21815-000-000	2024 ASSESSMENT	58,805.00
217373	2/09	FORWARD CONTRACTORS	402-11-52304-586-000	THRU 12/27 23-1207	8,126.51
217374	2/09	FORWARD CONTRACTORS	402-11-52304-586-000	THRU 12/27 23-1208	17,701.74
217375	2/09	FORWARD CONTRACTORS	402-11-52204-586-000	THRU 12/27 23-1206	20,780.14
217376	2/09	ANDRES MEDICAL BILLING	206-02-52205-219-000 206-02-52205-219-000 110-00-46209-999-000	12/23 EMS BILLING 11/23 EMS BILLING 11/23 ENGINE BILLING CHECK TOTAL	14,492.37 13,734.63 6.12CR 28,220.88

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217377	2/09	JARAMILLO CONTRACTORS, INC	476-11-52201-585-000	RAZING	500.00
217378	2/09	WYNN AT LAW, LLC TRUST ACCT	110-00-21581-000-000	P/E 2/3 D ELFERING	264.52
217379	2/09	CHARTER COMMUNICATIONS LLC	110-01-51102-233-000 110-01-51102-233-000 520-09-50301-233-000 110-01-51102-233-000 110-01-51102-233-000 110-01-51102-233-000 110-01-51102-233-000 110-01-51102-233-000	1/25-2/24 1000 55 ST 1/25-2/24 4303 39TH 1/26-2/25 FIBER 625 1/27-2/26 FIBER 625 1/28-2/27 5608 10TH	711.67 643.55 643.55 643.55 503.25 503.25
217380	2/09	HOGAN ADAMS PLLC	139-09-50101-219-000	1/24 LEGAL SVCS	7,476.68
217381	2/09	TRANSUNION RISK AND ALTERNAT	110-02-52101-219-000	12/23 MONTHLY FEE	331.20
217382	2/09	TK ELEVATOR CORPORATION	520-09-50202-246-000	1/1-3/31 ELEVATOR MA	330.72
217383	2/09	WISCONSIN HUMANE SOCIETY	110-04-54102-254-000	2/24 ANIMAL CONTROL	15,654.27
217384	2/09	GOODROADS, INC	631-09-50101-233-000	PAVEMNT ASSESS/LICEN	8,300.00
217385	2/09	VILLAGE OF PLEASANT PRAIRIE	276-00-24206-000-000 278-00-24206-000-000	12/23 ALCOHOL ENF 12/23 SEATBELT ENF CHECK TOTAL	565.44 537.16 1,102.60
217386	2/09	WERKZ LLC	110-02-52109-365-000	INSIDE WAISTBAND	425.00
217387	2/09	AETNA MEDICARE	206-00-46202-421-000	8/31/23 MORIN	115.52
217388	2/09	UMR	206-00-46202-421-000	10/13/23 GARCIA	50.62
217389	2/09	STATE FARM- AUTO ONLY	206-00-46202-421-000	6/27/23 LOPEZ	1,604.75
217390	2/09	COX, RITA	110-00-12103-000-000	CHK #216404	55.63
217391	2/09	EZEWUZIE, ANTHONY	110-00-12101-000-000	2023 REAL EST TAX	3,737.89

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217392	2/09	FOX, BRUCE OR LORRAINE	110-00-12101-000-000	2023 REAL EST TAX	3,426.25
217393	2/09	SPV3 LLC	501-00-13114-000-000	SW33426/SW33427	36.60
217394	2/09	UW-PARKSIDE POLICE DEPT	278-00-24208-000-000	12/23 SEATBELT ENF	1,130.58
217395	2/09	PHH MORTGAGE SERIVCES	110-00-21106-000-000	CHK #215187	410.06
217396	2/09	NATIONAL GOVERNMENT SERVICES	206-00-46202-421-000	10/10/23 TRESCH	447.38
217397	2/09	HASHIMOTO, DONALD	206-00-46202-421-000	8/22/23 HASHIMOTO	179.76
217398	2/09	EASY HOME BUYER LLC	110-00-21810-000-000	LOTTERY SPEC	202.77
217399	2/09	PATEL, DARSHANA	110-00-21810-000-000	LOTTERY SPEC	202.77
217400	2/09	POLLOCK, KELLIE	206-00-46202-421-000	7/11/23 POLLOCK	224.00
217401	2/09	LEWIS, TIMOTHY	110-01-51303-144-000	2024 TUITION	611.20
217402	2/09	MAZUR, DEANNA	110-01-51303-144-000	2024 TUITION	546.40
217403	2/09	MOHAMMED, HAMIN	520-09-50103-132-000 110-00-21514-000-000	P/E 1/27/24 4.75 HRS P/E 1/27/24 4.75 HRS CHECK TOTAL	
217404	2/14	GENERAL COMMUNICATIONS, INC.	520-09-50201-231-000	1/1-6/30 RADIO MAINT	4,950.00
217405	2/14	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000 110-00-21541-000-000 110-00-21541-000-000	P/E 2/15 CITY SAL P/E 2/15 LIBRARY P/E 2/15 WATER SAL CHECK TOTAL	468.00 145.00 5.00 618.00
217406	2/14	FROEDTERT SOUTH, INC.	110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52102-219-000	LAB #100109598000 LAB #100108512300 LAB #100108767000 LAB #100108860400 LAB #100109100000 MED REC #5144593	49.60 49.60 49.60 49.60 49.60 26.00 274.00

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217407	2/14				
217408	2/14	AMERICAN PLANNING ASSOC			695.00
			110-01-51601-323-000	WILKE 4/1-3/31/25	532.00
			110-01-51601-323-000	SCHROEDER 4/1-3/31	415.00
				CHECK TOTAL	1,642.00
217409	2/14	FIRST SUPPLY CO.			
			110-02-52203-357-000	SUPPLIES AND SERVICE	
				CHECK TOTAL	163.60
217410	2/14	KENOSHA WATER UTILITY	417-11-51601-581-000	6/30/22 5407 8TH AVE	205.73
217411	2/14	WIS DEPT OF REVENUE	110-00-21512-000-000	P/E 1/31 STATE TAX	113,117.83
217412	2/14	WE ENERGIES	519-09-50122-221-000	1/4-2/1 ELECTRIC 1/4-2/1 STN #1 1/5-2/2 STN #1 1/4-1/31 2222 63RD S 12/28-1/28 8043 SHER 12/15-1/17 60TH ST 5	2,487.19
	-,		110-02-52203-222-000	1/4-2/1 STN #1	2,476.26
			110-02-52203-221-000	1/5-2/2 STN #1	2,397.64
			132-09-50101-221-000	1/4-1/31 2222 63RD S	1,739.97
			110-01-51801-222-000	12/28-1/28 8043 SHER	693.74
			110-03-53109-221-000	12/15-1/17 60TH ST 5	609.14
			110-03-53109-771-000	17/79-1779 SE SHER A	503.21
			110-01-51801-221-000	12/30-1/30 8043 SHER 1/8-2/5 22 AVE & 55 1/2-30 2202 50 ST W 1/8-2/5 22ND AVE & 3	435.19
			110-02-52203-221-000	1/8-2/5 22 AVE & 55	381.51
			110-02-52203-221-000	1/2-30 2202 50 ST W	275.00
			110-03-53109-221-000	1/8-2/5 22ND AVE & 3	
				12/28-1/28 8043 SHER	250.45
			110-03-53109-221-000	1/4-2/1 SALT SHED	228.78
			110-05-55109-221-000	1/4-2/1 SALT SHED 12/28-1/26 5001 4TH 1/4-2/1 22ND AVE & 8	168.23
			110-03-53109-221-000	1/4-2/1 22ND AVE & 8	159.59
			110-03-53109-221-000	1/8-2/5 6100 74TH ST	148.32
			519-09-50122-222-000	1/3-31 GAS	116.05
			110-03-53109-221-000	1/8-2/5 4701 WASH RD 12/28-1/26 SHER RD 8	100.06
			110-03-53109-221-000	12/28-1/26 SHER RD 8	98.27
			110-03-53109-221-000	12/20-1/22 27TH ST	97.71
			110-05-55109-221-000	12/19-1/19 SCHULTE P	21.54
			110-05-55109-221-000	12/19-1/19 SCHULTE P 12/29-1/29 5834 6 AV 1/3-31 22ND AVE 41ST	20.00
			110-05-55109-221-000	1/3-31 22ND AVE 41ST	17.43
				CHECK TOTAL	13,744.83

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217413	2/14	CAMOSY CONSTRUCTION CO., INC	403-11-52310-587-000	CURB AND BERM	63,091.00
217414	2/14	CARRICO AQUATIC RESOURCES	110-05-55111-264-000	HARDY 3/26-27	350.00
217415	2/14	BATTERIES PLUS LLC	110-02-52103-385-000 110-02-52103-385-000	BATTERIES & SUPPLIES BATTERIES & SUPPLIESCHECK TOTAL	
217416	2/14	CHASE BANK KENOSHA	110-00-21612-000-000	W/E 8/3 HRLY DEDCTS	15,529.88 15,529.64 4,057.77 4,057.71
217417	2/14	DWD-UI	110-09-56308-157-000 110-09-56308-157-000 524-05-50101-157-000 110-00-15601-000-000 524-05-50101-157-000 520-09-50101-157-000 110-09-56308-157-000 110-09-56308-157-000	1/24 UNEMPLOYMENT 12/23 UNEMPLOYMENT 1/24 UNEMPLOYMENT 1/24 UNEMPLOYMENT 12/23 UNEMPLOYMENT 1/24 UNEMPLOYMENT 1/24 UNEMPLOYMENT 1/24 UNEMPLOYMENT 12/23 UNEMPLOYMENT 12/23 UNEMPLOYMENT 12/23 UNEMPLOYMENT CHECK TOTAL	11,414.40 1,873.85 1,705.80 1,462.28 155.00 75.72 1,100.43CR 2,894.19CR
217418	2/14	MISURELLI SORENSEN	110-01-51801-246-000	REMOVAL OF EXISTING	4,500.00
217419	2/14	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	P/E 2/15 SAL DEDCTS	7,125.00
217420	2/14	WIS DEPT OF REVENUE	110-00-21581-000-000 110-00-21581-000-000	P/E 2/15 WAGE ASSIGN P/E 2/3 WAGE ASSIGNCHECK TOTAL	558.64 108.15 666.79
217421	2/14	LINCOLN CONTRACTORS SUPPLY	501-09-50105-389-000	TOOLS AND SUPPLIES	146.16
217422	2/14	DECKER FIRE & SAFETY	632-09-50101-235-000	SPRINKLER INSPECTION	355.00
217423	2/14	HOLLAND SUPPLY, INC.	632-09-50101-393-000 632-09-50101-393-000 632-09-50101-393-000 632-09-50101-393-000 520-09-50201-347-000 632-09-50101-393-000 632-09-50101-393-000 632-09-50101-393-000 632-09-50101-393-000 632-09-50101-393-000 632-09-50101-393-000	HYDRAULIC FITTINGS HYDRAULIC FITTINGS HYDRAULIC FITTINGS HYDRAULIC FITTINGS PARTS&FITTINGS HYDRAULIC FITTINGS	2,241.59 1,900.94 556.11 320.80 299.23 132.24 116.76 51.14 17.08 15.48 13.10 5,664.47

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217424	2/14	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	P/E 2/15 SAL DEDCTS	1,440.00	
217425	2/14	GORDIE BOUCHER FORD	632-09-50101-393-000	PARTS / LABOR	224.89	
217426	2/14	ACCURATE PRINTING CO., INC.	110-02-52103-311-000 110-02-52601-311-000 631-09-50101-311-000 631-09-50101-311-000 110-03-53116-311-000	PRINTING/SUPPLIES PRINTING/SUPPLIES PRINTING/SUPPLIES PRINTING/SUPPLIES PRINTING/SUPPLIESCHECK TOTAL	635.00 138.00 75.00 75.00 75.00 998.00	
217427	2/14	AIR ONE EQUIPMENT INC.	110-02-52206-366-000 110-02-52206-366-000	TRNING EQIP/SUPPLIES TRNING EQIP/SUPPLIES CHECK TOTAL	2,550.00 669.69 3,219.69	
217428	2/14	POMP'S TIRE SERVICE, INC	520-09-50201-344-000	TIRE SERVICE	653.32	
217429	2/14	JAMES IMAGING SYSTEMS, INC.	110-02-52101-232-000 110-02-52103-232-000 110-01-51102-232-000	1/24 COPIER MAINT 1/24 COPIER MAINT 1/24 COPIER MAINT CHECK TOTAL	249.50 169.06 67.43 485.99	
217430	2/14	RAY O'HERRON CO.	110-02-52103-365-000	RDS W/SOFT HANDLE	2,595.00	
217431	2/14	PAUL CONWAY SHIELDS	110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000	PARTS/SUPPLIES/TOOLS PARTS/SUPPLIES/TOOLS PARTS/SUPPLIES/TOOLSCHECK TOTAL	2,970.00 1,485.00 330.00 4,785.00	
217432	2/14	KENOSHA STARTER & ALTERNATOR	632-09-50101-393-000 632-09-50101-393-000 632-09-50101-393-000 632-09-50101-393-000	PARTS AND LABOR PARTS AND LABOR PARTS AND LABOR PARTS AND LABOR	363.95 216.29 209.06 199.76 989.06	
217433	2/14	INSTY-PRINTS	110-01-51901-311-000 110-01-51901-311-000 110-01-50101-311-000	PRINTING SERVICES PRINTING SERVICES PRINTING SERVICESCHECK TOTAL	1,444.69 1,075.46 104.53 2,624.68	

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217434	2/14	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000 110-00-21532-000-000 110-00-21532-000-000 110-00-21532-000-000	P/E 2/15 WATER SAL P/E 2/3 CITY HRLY DE	2,183.00 1,145.00
217435	2/14	AMERICAN HYDRAULICS	632-09-50101-393-000 632-09-50101-393-000 632-09-50101-393-000 632-09-50101-393-000 632-09-50101-393-000	PARTS/SERVICES PARTS/SERVICES PARTS/SERVICES PARTS/SERVICES PARTS/SERVICESCHECK TOTAL	
217436	2/14	CDW-G	110-01-51102-539-000 110-01-51102-539-000 110-02-52103-311-000	COMPUTER EQUIPMENT COMPUTER EQUIPMENT COMPUTER EQUIPMENT	699.00 699.00 303.16 1,701.16
217437	2/14	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	BUS PARTS	1,170.20
217438	2/14	HONEYWELL ANALYTICS DIST.	110-02-52203-235-000 110-02-52203-235-000	EQUIPMENT CALIBRATE 11/23 EQUIPMENT CALI CHECK TOTAL	
217439	2/14	MIRACLE RECREATION EQUIP.	110-05-55109-386-000	CHK #216532	1,854.64
217440	2/14	SOUTHPORT ENGINEERED SYSTEMS	110-02-52203-246-000 110-02-52203-241-000	EMERGENCY HVAC/PLUMB EMERGENCY HVAC/PLUMBCHECK TOTAL	780.00 290.00 1,070.00
217441	2/14	MENARDS (KENOSHA)	$\begin{array}{c} 110-01-51801-246-000 \\ 110-01-51801-389-000 \\ 520-09-50201-246-000 \\ 110-05-55109-361-000 \\ 110-02-52203-357-000 \\ 521-09-50101-344-000 \\ 110-05-55109-241-000 \\ 110-05-55109-244-000 \\ 110-05-55109-246-000 \\ 110-03-53116-311-000 \\ 110-02-52206-366-000 \\ 110-02-52203-382-000 \\ 110-02-52203-241-000 \\ 110-03-53116-389-000 \\ 110-03-53103-355-000 \\ 110-03-53109-373-000 \\ 110-03-55109-249-000 \\ \end{array}$	MERCHANDISE/SUPPLIES MERCHANDISE/SUPPLIES MISC MERCHANDISE MERCHANDISE/SUPPLIES	724.89 422.76 391.51 284.98 229.98 229.97 176.00 173.97 156.57 119.34 116.13 100.56 81.99 48.93 40.29 32.16 28.97 27.58

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			110-02-52106-365-000 632-09-50101-235-000 110-02-52103-311-000	MERCHANDISE/SUPPLIES MERCHANDISE/SUPPLIES MERCHANDISE/SUPPLIESCHECK TOTAL	11.99
217442	2/14	TEREX SERVICES	632-09-50101-393-000	PARTS/MATERIALS	440.21
217443	2/14	RESERVE ACCOUNT	110-01-51306-312-000	2/27/24 POSTAGE	10,000.00
217444	2/14	WI SCTF	110-00-21581-000-000	P/E 2/15 SAL DEDCTS	7,336.43
217445	2/14	MID-STATES ORGANIZED CRIME	110-02-52102-323-000	MOCIC 24 MEMBER	300.00
217446	2/14	ENVIROTECH EQUIPMENT	632-09-50101-393-000 632-09-50101-393-000 632-09-50101-393-000 632-09-50101-393-000 632-09-50101-393-000 632-09-50101-393-000	PARTS / MATERIALS CHECK TOTAL	1,815.43 767.73 674.49 513.18 411.99
217447	2/14	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	P/E 2/15 H MARTIN	375.00
217448	2/14	EZ PACK N SHIP ETC, INC	110-01-51306-312-000 632-09-50101-393-000	UPS SERVICES UPS SERVICESCHECK TOTAL	59.40 23.40 82.80
217449	2/14	FIRE DEPT SAFETY OFFICERS	110-02-52206-264-000	SWANSON DUES 3/18/25	399.00
217450	2/14	INLAND POWER SYSTEMS	632-09-50101-393-000	MATERIALS & SERVICES	1,796.30
217451	2/14	HAPPENINGS MAGAZINE	222-09-50101-259-000	ADVERTISING	445.00
217452	2/14	PLEASANT PRAIRIE UTILITIES	110-03-53116-223-000	1/31 SPRINGBROOK ROA	158.67
217453	2/14	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000	BUS PARTS	1,162.30 637.50 91.66 90.40 24.80 16.00 2,022.66

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217454	2/14	AIRGAS NORTH CENTRAL	520-09-50201-369-000 110-03-53107-389-000 206-02-52205-318-000	WELDER MIL951000001 INDUSTRIAL GASES INDUSTRIAL GASES CHECK TOTAL	540.88 405.23
217455	2/14	ABSOLUTE CONSTRUCTION INC.	211-09-59109-219-000	THRU 12/31 22-2080	65,019.98
217456	2/14	FROEDTERT SOUTH, INC.	206-02-52205-318-000	PHARMS/MED SUPPLIES	370.75
217457	2/14	ILLINOIS DEPT OF REVENUE	110-00-21518-000-000	P/E 2/3 STATE TAX	106.52
217458	2/14	TRAFFIC CONTROL CORPORATION	420-11-52112-589-000 420-11-52112-589-000	EVO RADAR SENSOR KIT EVO RADAR SENSOR KIT CHECK TOTAL	
217459	2/14	PARMENTIER PROPERTY WORKS LL	402-11-52201-585-000 402-11-52316-585-000	THRU 12/15 23-1045 THRU 12/15 23-1014 CHECK TOTAL	
217460	2/14	CLEANCO RACINE, INC.	110-02-52203-243-000	1/24 JANITORIAL SERV	803.00
217461	2/14	MEBULBS	521-09-50101-375-000	LIGHTING SUPPLIES	709.82
217462	2/14	MEDLINE INDUSTRIES INC	206-02-52205-318-000 110-02-52203-382-000	EMS SUPPLIES EMS SUPPLIESCHECK TOTAL	3,488.01 226.90 3,714.91
217463	2/14	FORWARD CONTRACTORS	402-11-52201-585-000 420-11-52223-589-000	THRU 12/15 18-1427 THRU 12/15 18-1427 CHECK TOTAL	133,922.66 97,422.66 231,345.32
217464	2/14	BAUER COMPRESSORS	110-02-52203-235-000	PARTS FOR AIR DIV	331.27
217465	2/14	HIERCOMM, INC.	110-02-52101-316-000	2-3/24 TREMPER	1,400.00
217466	2/14	TRANSUNION RISK AND ALTERNAT	110-02-52101-219-000	1/24 MONTHLY FEE	667.20
217467	2/14	CIVIC PLUS LLC	110-01-50301-322-000	MUNICODE SUB/UPDATES	1,640.00
217468	2/14	KRISTEN E. HERREID	211-09-53101-219-000	1/24 PEER SUPPORT SE	12,500.00

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217469	2/14	UMR MONTHLY BILLINGS	611-09-50101-155-517 611-09-50101-155-518 110-00-21534-000-000	2/24 STOP LOSS COV 2/24 ADMIN FEES 2/24 VISION COV CHECK TOTAL	219,981.30 50,686.30 5,191.81 275,859.41
217470	2/14	FRASER GAUGE	520-09-50201-347-000	BUS PARTS	1,617.64
217471	2/14	SMITH, DELANO S	211-09-59113-219-000	1/24 GRANT WRITER	12,500.00
217472	2/14	LAKES GAS CO.	632-09-50101-393-000	PROPANE GAS	44.88
217473	2/14	MAGNET FORENSICS, LLC	110-02-52102-316-000	GRAYKEY LICENSE	30,795.00
217474	2/14	POSITIVE CONCEPTS / ATPI	110-02-52103-311-000	TRACS PRINTER PAPER	1,159.20
217475	2/14	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000 110-01-51303-212-000	GENERAL #288 GENERAL #288 CHECK TOTAL	
217476	2/14	CARDIO PARTNERS	206-02-52205-219-000	ONLINE KEYS	974.00
217477	2/14	BADGER MOTOR OFFICER'S ASSOC	110-02-52103-219-000	BMOA 2024 MEMBER (5)	250.00
217478	2/14	NATIONSTAR MORTGAGE LLC DBA	110-00-21106-000-000	2023 TAX REFUND	1,005.78
217479	2/14	EDUCATORS CREDIT UNION	110-00-21106-000-000	2023 TAX REFUND	5,243.46
217480	2/14	ZAMBON, NANCY	110-00-21106-000-000	2023 TAX REFUND	191.18
217481	2/14	FIRST AMERICAN BANK	110-00-21106-000-000	2023 TAX REFUND	4,171.93
217482	2/14	CORELOGIC	110-00-21106-000-000	2023 TAX REFUND	687.92
217483	2/14	LEWANDOWSKI, DONNA	110-00-21106-000-000	2023 TAX REFUND	144.67
217484	2/14	MEYER, NATHAN	110-00-21106-000-000	2023 TAX REFUND	28.63
217485	2/14	JULEEN, NICHOLAS & BRENDA	110-00-21106-000-000	2023 TAX REFUND	85.08
217486	2/14	HIBNER, ADAM & CHELSEA	110-00-21106-000-000	2023 TAX REFUND	52.82

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217487	2/14	MUSEITIF, SHADIA	110-00-21106-000-000	2023 TAX REFUND	742 . 42	
217488	2/14	BUSBY, CARL	110-00-21106-000-000	2023 TAX REFUND	6.16	
217489	2/14	SCHECKEL, ANDREW	110-00-21107-000-000	LOTTERY CR. REFUND	188.16	
217490	2/14	PHILLIPS, SUSAN	110-00-21107-000-000	LOTTERY CR. REFUND	188.16	
217491	2/14	FRICK, LAWRENCE & MARGARET	110-00-21107-000-000	LOTTERY CR. REFUND	188.16	
217492	2/14	NATIONS TITLE AGENCY OF WI I	110-00-21106-000-000	2023 TAX REFUND	203.48	
217493	2/14	FELICIA COURTNEY AND NICOLE	110-00-21106-000-000	2023 TAX REFUND	83.04	
217494	2/14	HART, HALIE	110-00-21106-000-000	2023 TAX REFUND	24.58	
217495	2/14	ALLEN, LYNN	110-00-21106-000-000	2023 TAX REFUND	43.79	
217496	2/14	KING, JOSHUA	110-00-21106-000-000	2023 TAX REFUND	49.53	
217497	2/14	KEVIN DUBAN AND JENNIFER SAV	110-00-21106-000-000	2023 TAX REFUND	79.09	
217498	2/14	ENRIQUE ANZA AND IRENE HERNA	110-00-21106-000-000	2023 TAX REFUND	90.16	
217499	2/14	KJ KENOSHA LLC	110-00-21106-000-000	2023 TAX REFUND	21.74	
217500	2/14	SHARAREH BAKSHLANGR KAMYAR S	110-00-21106-000-000	2023 TAX REFUND	18.79	
217501	2/14	SHARAREH BAKSHLANGR KAMYAR S	110-00-21106-000-000	2023 TAX REFUND	21.95	
217502	2/14	STEPNEY, NINA	110-00-21106-000-000	2023 TAX REFUND	75.91	
217503	2/14	DEBARTOLO, KATIE	110-00-21106-000-000	2023 TAX REFUND	33.14	
217504	2/14	KUCHARSKI, CHRISTOPHER &	110-00-21106-000-000	2023 TAX REFUND	43.86	
217505	2/14	PIERCE, DENNIS	110-00-21106-000-000	2023 TAX REFUND	130.49	
217506	2/14	KARASIK, ELI & DEVORAH	110-00-21106-000-000	2023 TAX REFUND	29.89	

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217507	2/14	FARRAR, TRACY	110-00-21106-000-000	2023 TAX REFUND	21.14
217508	2/14	LARSON, THOMAS & LISA	110-00-21106-000-000	2023 TAX REFUND	48.93
217509	2/14	JAMES AND JAN SINCLAIR	110-00-21106-000-000	2023 TAX REFUND	188.16
217510	2/14	HAWLISH, JAMES & DEANNA	110-00-21106-000-000	2023 TAX REFUND	1,165.72
217511	2/14	JAMES AND KAREN TERWALL TRUS	110-00-21107-000-000	LOTTERY CR. REFUND	188.16
217512	2/14	MCCOMB, JONATHAN & KIMBERLY	110-00-21106-000-000	2023 TAX REFUND	106.49
217513	2/14	GASCOIGNE, AMBER	110-00-21106-000-000	2023 TAX REFUND	19.90
217514	2/14	ZAIONC, JAMES	110-00-21106-000-000	2023 TAX REFUND	77.21
217515	2/14	BRITTEN, BRETT & COTTER, MAR	110-00-21106-000-000	2023 TAX REFUND	29.54
217516	2/14	EMMETT, ANDREEA & CHRISTOPHE	110-00-21106-000-000	2023 TAX REFUND	52.16
217517	2/14	WHITE, JAMES & SHERRY	110-00-21106-000-000	2023 TAX REFUND	13.71
217518	2/14	COX, JASON	110-00-21106-000-000	2023 TAX REFUND	38.01
217519	2/14	MIDDLETON, ROBERT & NICOLE	110-00-21106-000-000	2023 TAX REFUND	39.17
217520	2/14	NOEL SHANTEAU & JESSICA SHAN	110-00-21106-000-000	2023 TAX REFUND	52.60
217521	2/14	MENDOZA, CAROLINA	110-00-21106-000-000	2023 TAX REFUND	48.41
217522	2/14	SWIECICHOWSKI, DARLENE	110-00-21106-000-000	2023 TAX REFUND	27.00
217523	2/14	GRUNDY, BRAY	110-00-21106-000-000	2023 TAX REFUND	77.79
217524	2/14	MCCLELLAND, NANCY	110-00-21106-000-000	2023 TAX REFUND	34.38
217525	2/14	VALERIO, CHRISTINE	110-00-21106-000-000	2023 TAX REFUND	69.27
217526	2/14	ALSABA, LLC	110-00-21106-000-000	2023 TAX REFUND	203.51

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217527	2/14	TOWNSEND, JEFFERY & LAURA	110-00-21106-000-000	2023 TAX REFUND	82.34	
217528	2/14	BERNDT, SARAH	110-00-21106-000-000	2023 TAX REFUND	140.14	
217529	2/14	VERONA PROPERTY MANAGEMENT L	110-00-21106-000-000	2023 TAX REFUND	3.00	
217530	2/14	HELGA MCINTOSH TRUST	110-00-21106-000-000	2023 TAX REFUND	2,700.35	
217531	2/14	SCHAAB, DAWN	110-00-21107-000-000	LOTTERY CR. REFUND	188.16	
217532	2/14	BISCIGLIA MICHAEL & ELIZABET	110-00-21106-000-000	2023 TAX REFUND	57.82	
217533	2/14	WERTZ, DAVID	110-00-21106-000-000	2023 TAX REFUND	45.01	
217534	2/14	PARRAMOURE JR, ARTHUR & JENN	110-00-21106-000-000	2023 TAX REFUND	45.89	
	GRAND TOTAL	4,068,800.66				