



# Kenosha Landlord Association

A Local Chapter of the Wisconsin Apartment Association

Volume 28, Issue 10

October 2015

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Fall changing colors at Chute Pond located in Mountain, Wisconsin  
Photographer: Michele Krause, 2015

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## To Our Members

Many thanks to Chaz Bartucz, from the KRW Tri-County Tobacco Free Coalition, who was our featured speaker at last month's meeting. Chaz gave an informative presentation highlighting the benefits of changing your lease to include smoke-free addendums. We would also like to thank Brian Hervat for his Open Forum-Ask the Panel.

Not screening prospective tenants? You should be! Join us at our next meeting, Wednesday October 21st, for a new alternative in screening with guest speaker Dee Dee Kruse, Leasing Agent/Manager at Cranberry Apartments.

**Meeting: Wednesday, October 21st, at the Fireside Restaurant and Lounge, 2801 30th Ave. Appetizers and networking at 6:30 pm. Meeting begins promptly at 7:00 pm.**

**DISCLAIMER:** The Kenosha Landlord Association publishes this newsletter to create awareness of issues relating to the rental housing industry. Information is compiled from a variety of sources and the views and concerns expressed by the contributors do not necessarily reflect those of the editor or the Association. When necessary, we suggest you consult an attorney.



## Tenant Screening: Three Tips for Finding Better Renters

Source: [rentalpropertyreporter.com](http://rentalpropertyreporter.com)

Tenants who have poor credit or an otherwise bad rental history often seek out the smaller landlords, in the hopes that these rental owners won't delve too deeply into their sordid details. Experienced rental owners understand that finding good tenants is critical to their success, which is why they often hire property management companies or screening companies to help them find reliable and considerate renters. If you do your own tenant screening, here are three tips to help you identify the pernicious tenants who will try to slide in under your radar:

### 1. Check the rental application

Typically we think checking the application means following up later on references and verifying credit report information – and those are important, so do them. But here we mean check the rental application as soon as the applicant gives it to you.

Focus on three things:

- Look for empty spaces that should have been filled out. For example, make sure there is a birth date and social security number, or you won't be able to run a credit report.
- Look for language that indicates the application was not properly filled out, such as "don't remember" under the previous landlord's name. Make sure the responses are legible.

If an application isn't filled out correctly, completely, or legibly, hand it back and let the rental applicant know you can't process it until it is.

### 2. Verify the application information.

Do a "Social Search" on the applicant's social security number using a tenant screening service such as Transunion's MySmartMove web-based service. Results will show you addresses associated with a social security number, so it's a great way of verifying your applicant's rental history. In addition, sometimes social searches reveal that more than one person is using the same social security number – a sign that the applicant is either the victim or perpetrator of an identity theft.

Also, cross-reference the applicant's prior addresses with county tax records and you'll be able to find the landlord's name and address so you can verify that the landlord contact information given to you is correct. If the prior addresses were for apartment buildings, look them up in the phone book or do an Internet search to verify the property manager's phone number.

### 3. Meet and get a completed application and picture ID from all adults planning to live in the rental property.

Insist on actually meeting all adults who plan to live in your rental home. You need to know who you are renting to and that your renters are who they say they are. Make an exception for spouses deployed in the military. In that case, get evidence of the spouse's military service.

Be sure to get copies of picture identification, which typically will be a driver's license. With the license you can verify the applicant is the person in the picture, and you can verify the address.

One final note: when it comes to tenant screening, always comply with federal and state fair housing laws. Tenant screening is one of the most important things you do as a landlord. Having good tenants means rental income and a well-maintained rental property.



## 5 Home Upgrades That Won't Add Any Value To Your Property

Source: <https://www.ezlandlordforms.com/articles/>



We all know people with more money than judgment, and rarely is it more evident than in people's home improvement ideas. Whether for their own home or a rental property, people find incredible ways to blow thousands of dollars, often with no chance of seeing most of that money again. Sure, many of us can appreciate a walnut-enclosed wine cellar, and most people have to admit that hot tubs have a certain sex appeal (figuratively speaking). And many upgrades will result in higher rents, which may over time pay back their installation costs (especially if you buy second hand).

Unfortunately, most of these house renovation ideas are commonplace, expensive and completely unnecessary, and will cost far more than they will earn in resale value.

### 1. Additions

Cue Captain Obvious: additions are extraordinarily expensive. Yet people build them all the time, from sunrooms to family rooms to expanded master bedroom suites to garage additions and countless more. These are vanity projects, and inappropriate in both owner-occupied and rental residences. Unless your property sits on a unique and perfect piece of land, additions are simply a recipe for lost money. It makes more sense to simply upsize to a bigger house in most cases.

### 2. High-End Roof Replacement

Roofs sometimes need to be replaced. But spending \$30,000 on a trendy metal roof does not mean your property will sell for \$30,000 more; in fact only 55% of the average high-end roof cost is recouped at the time of sale. Keep it basic, and remember that most people will never look twice at your roof.

### 3. Fiberglass Doors

They sound vaguely cool, but guess how many home shoppers say "The most important thing to me is that the house has a fiberglass door"? If your answer was somewhere between nil and none, you guessed correctly. Yet homeowners and landlords get swept up in thinking about how great their house would be if they just had this or that latest trend, and fiberglass doors are a perfect example.

### 4. Home Office Remodel

Is it nice to be able to boast in your listing that the property has a home office? Sure. But the advantages stop there. It doesn't need to have an \$11,000 coffee maker, or rainforest hardwood shelving, or a robot that gives back massages. If ROI matters to you (as it should), then avoid tricking out your home office, because you'll recover less than 50 cents on every dollar you spend here. The fact that it exists is enough for buyers and renters, let them do what they want with it.

### 5. Permanent Backup Power Generators

Yes, we're all worried about the impending zombie apocalypse, but backup generators that are permanently installed and designed to power the entire house are gratuitous and unnecessary. If the power goes out for a day, wouldn't it be nice to light some candles and play a board game, instead of watching TV?

If you desperately want the above for your own house, by all means indulge, but be aware that it's an indulgence, not an investment. Don't justify home renovations and gadgets that you want by telling yourself you'll make the money back when the property sells, because you won't.

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## 5 Home Upgrades That Won't Add Any Value To Your Property (Con't)



So, what upgrades are worth doing around the house, and to boost rents on investment properties?

Start with the fundamentals: cleanliness, reasonably fresh paint and flooring. A wifi-enabled thermostat will not impress anyone if the carpets are shredded and the kitchen smells like mildew.

Next look to the amenities. The most important amenity to renters today is still a clothes washer and dryer, followed by air conditioning. Not exactly shiny new technology, but extremely useful for actual day-to-day living.

If the property is on the low end, stop there – the renters can't afford to pay more for gizmos like smart stereo systems. For mid-level properties, consider one or two style touches, like wifi-enabled thermostats, security and/or smoke alarm systems. The good news is you can spend less than \$500 on these smart home features, to add a heavy dollop of “cool” to an otherwise average property.

Have a high-end rental unit? Look into what comparable properties are renting for if they have other chic touches, such as smart door locks (\$200) and coffee makers (\$150), wine coolers, etc. Also remember that the house renovation materials will need to be higher end too: perhaps hardwood flooring instead of carpets, granite countertops instead of composite, stainless steel appliances and gleaming bathrooms.

No matter the price tag, every property could use a curb appeal boost. Start simple with a few hearty potted plants or basic landscaping, it doesn't have to be complicated or expensive, but curb appeal makes a huge difference to prospective renters and buyers.



## ELECTIONS COMING SOON



**This year has gone by too fast! Now is the time to submit nominations for the KLA Board of Directors.**

The Board will be accepting nominations for our 2016 Board up to and through December 2, 2015. There will be two openings to fill.

Nominees for officers should attend the December KLA Board meeting which will be held December 2, 6:00 pm at Belongia-Hervat Realty, 6113 14<sup>th</sup> Avenue, Kenosha.

In December the Board of Directors will make recommendations from the nominees. Those individuals will be on the ballot for the election in January.

In January 2016 the new board is voted on and will be installed at the holiday party in January.





## If You Allow Your Tenant To Keep A Pet Then You Should Be Using a Written Pet Agreement

Source: <http://petriestocking.com/blog/landlord-tenant>



In talking with my clients and potential clients over the past year, I have also noticed that more and more landlords are allowing tenants to keep pets. I am not sure if this is because of the many pet owners that were also homeowners that have since lost their homes to foreclosure and have been forced to become renters or if it is because landlords are trying to be more accommodating to their tenants' wishes in order to keep their rental units occupied during a difficult recession -- or a combination of both.

Whatever the reason for this trend, if you are allowing your tenants to have pets then you must make sure that you are using a strong written Pet Agreement. Unfortunately too many landlords do not use such a document - and it typically is to their detriment. Let's face it, "man's best friend" (if never trained or poorly trained) can cause A LOT OF DAMAGE to a rental unit. Don't even get me started about cats. While I personally have a cat that I am very fond of my experience with cats in rental units has not been good. Can you say "personal litter box?"

Whether or not you choose to allow pets in your rentals is a business decision that all landlords must grapple with at one point or another. All animals, even rabbits, birds, reptiles, and fish can end up causing damage to a rental unit. If you have made the decision to allow pets then you need a good Pet Agreement.

Pet Agreements are considered to be part of the Nonstandard Rental Provisions document. Despite this your Pet Agreement should be a separate written document and not just a numbered provision within your NSRP.

A good Pet Agreement should have 4 key components. First, it should specifically identify the pet that is being allowed to reside in the apartment. Second, it should set forth all charges/deposits for the pet. Third, a Pet Agreement must include the terms and conditions relating the keeping of a pet - the rules. Finally, the agreement should clearly explain what the consequences will be if any of the pet rules are violated.

**1. Specifically Identify the Pet:** A client of mine had allowed his tenant to keep a dog as a pet - it was a fairly small dog - small enough to fit on a person's lap or a woman's purse (OK someone will need to explain to me the purpose of keeping a dog in your purse - I just don't get it). Anyways, that small dog eventually died and the tenant decided to buy another dog. Problem was the replacement dog could not fit in a purse as it was the size of a small car. It was too big for the rental property and it scared the neighbors and other tenants because of its gigantic size. While my client was using a written Pet Agreement, the agreement did not specifically identify the pet that was allowed to reside in the property - it merely said that the tenant could keep 1 dog. While the original (little) dog had passed away and was replaced with a much larger canine, the tenant still only had one dog -- problem was it was not the dog that the landlord wanted in his property and there was nothing he could do about it as the tenant had not violated the Pet Agreement.

### **2. List All Charges For Keeping A Pet:**

A second component of a good Pet Agreement is that it should clearly state what charges will be required in exchange for keeping the pet. You can charge the tenant an increased monthly rent and/or a pet deposit. The Department of Agriculture, Trade and Protection is of the strong opinion that you cannot charge a non-refundable pet deposit or fee. If you review the definition of a "security deposit" set forth in ATCP 134.02(11) that they are most likely correct. So while in the past I used to believe that you could charge a non-refundable pet fee, over the years I have changed my mind. If a landlord continues to charge a non-refundable fee they run the risk of being sued for an improper security deposit deduction which opens them up to paying double damages and attorney's fees to a tenant.

I have allowed past tenants to keep pets in my rental property. I required my tenants to post a refundable pet deposit to cover the cost to repair any damages that their pet may cause to my property. If there are no damages then the tenant gets this money back.

I have never charged an increased rent for the keeping of a pet, but I do know of landlords that do. Nothing is wrong with charging additional rent for the pet - the reasoning for using this option is that there will be increased "wear and tear" to the unit as a result of the pet and even if that wear and tear is not "damage," the landlord should be compensated for that additional use.

Continued on page 4



## If You Allow Your Tenant To Keep A Pet Then You Should Be Using a Written Pet Agreement (Con't)



Pet Agreements should also clearly state that the tenant's financial obligations for the pet are NOT limited to the non-refundable pet fee, the refundable pet deposit, or the increase monthly rent. If Sparky uses the baseboards in the unit as his personal rawhide bone and/or the Kitty urinates and defecates all over the carpet and hardwood floors, you should be able to recoup all of the damages from the tenant and not be limited to only the amount of any fee or deposit.

### 3. List All Rules For The Pet:

The third component to a Pet Agreement is to list all of the rules that pertain to the keeping of the pet. Possible rules could include:

- The dog must be kept on a leash at all times when outside of the unit
- The cat's litter box must be changed twice per week and the contents of the litter box must be disposed of in a sealed bag and placed in the dumpster located outside of the rental unit
- The iguana must remain properly caged at all times and any waste must be cleaned or removed on a frequent basis so as to prevent odors
- All waste must be removed from the yard immediately.

### 4. Explain What the Consequences Are If the Agreement Is Breached:

Finally, your Pet Agreement needs to include what I call "The Hammer" -- essentially you need to explain what will happen if the tenant and his/her pet are in violation of any of the rules. Will they be fined? If so, how much? Will a violation of the rules be considered a material breach of the agreement such as to give rise to the termination of the tenancy and an eviction lawsuit? Could a violation result in the removal of the animal? Obviously the consequence will depend on the nature of the violation and its severity. A tenant needs to clearly understand that they do not have a right to keep a pet in your rental unit - the keeping of a pet is a privilege - and there are consequences if the animal or the owner violates the rules.

I would be remiss if I didn't mention that a service animal or an animal that is needed to "reasonably accommodate" a disabled tenant is NOT a pet. If a person meets the definition of "disabled," under federal, state or municipal law, and otherwise meets any other requirements for the use of an assistance animal or a companion animal, then they are legally entitled to keep that animal in their rental unit. Think of such an animal as a device that assists a disabled person live their life rather than a pet. An assistance animal is similar to a wheelchair, hearing aid, crutches, or medication. The difference between a pet and an assistance or companion animal will need to be covered in a future post (or many posts as it is a somewhat complicated topic).

If you would like to see an example of a good Pet Agreement visit Wisconsin Legal Blank Co. which sells a Pet Agreement that I have authored.



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## Top 5 Most Common Landlord Mistakes

Source: <http://www.zillow.com/rentalpros>



Being a landlord sounds easy enough: you buy a home, fix it up, and rent it out, charging more than your monthly mortgage payment. While becoming a landlord can be profitable, it can also be costly; avoid potential pitfalls and unnecessary expenses by being aware of the most common mistakes made by landlords.

### **Not conducting a thorough screening**

In your hunt for a tenant, it's not just about getting your vacancy filled as soon as possible. You wouldn't trust your property in the hands of a total stranger, so avoid potentially troublesome residents by vetting them first. The only way to find out if prospective tenants are as responsible as they claim is to perform proper background, credit and reference checks. Verify that renters have paid the rent on time and have not caused problems for their previous landlords or employers.

### **Underestimating maintenance costs**

Be prepared for the possibility that your property won't always be occupied. If you aren't able to fill a vacancy right away, do you have enough cash set aside to pay for the mortgage, utilities and other maintenance costs? Maintaining a rental property comes with unforeseen expenses, such as damages and unexpected repairs, and the bills still need to be paid. Complete a cash flow analysis and establish a budget so you'll be able to cover these potential costs.

### **Incomplete or inaccurate leasing paperwork**

A lease serves as a binding, legal agreement between you and the tenant. As such, you'll want to make sure it thoroughly addresses the rules, responsibilities and conflict resolution procedures for living on your property. Remember to put everything down in writing: A handshake or verbal agreement won't hold up in court. There are many generic leases that can be found online, but you'll want to have the paperwork examined by a legal professional to ensure that the terms protect your interests and comply with local and state regulations.

### **Ignorance of fair housing laws**

Familiarize yourself with federal and state fair housing laws from the get-go. Don't give renters sufficient grounds to sue you for discrimination due to a poorly worded rental listing or a biased interview question. According to the Fair Housing Act, it's illegal to reject a renter based on his or her race, color, sex, ethnicity, religion, handicap, marital status or family status. You can learn more about fair housing laws on the U.S. Department of Housing and Urban Development's website.

### **Neglecting property maintenance or service requests**

Once the lease is signed and you've handed over the keys to your new resident, you're done, right? Wrong. As a landlord, it's your job to meet your terms of the lease agreement: Check in with your tenants, keep tabs on the condition of the property, complete regular preventative maintenance, and make sure your property is a healthy and safe place to live. Neglecting your residents and your property can result in higher turnover, more vacancies, or even lawsuits, all of which will negatively affect profitably.

Reduce the risks that come with being a landlord by educating yourself, networking with other experienced landlords or joining local or national landlord associations to keep up with changing rules and regulations.



## What To Do With Applicants With No Credit Record

Source: [www.rentalpropertyreporter](http://www.rentalpropertyreporter)

You get the credit bureau report back on your applicant, and the bureau never heard of him. That will make you think, won't it? Of course, you immediately think the worst. There could be several reasons that the credit bureau couldn't find a record.

First, and most obvious that comes to mind, is that your applicant is lying to you and trying to hide what he knows you will find if you pull the report that really does exist, if you plug in the correct information.

Second, it could be that he simply has no credit established anywhere. It's hard to believe that in this society anybody could have slipped through the omnipresent electronic net, but it does happen every so often. That could be a legitimate explanation particularly with young people.

Third, he simply may not be in that particular credit bureau's files. There are three major credit reporting bureaus in the United States. Make sure you get a report that searches all three.

### You can find out why your applicant has no record.

To begin with, verify the social security number with the applicant. This could be as simple as having the applicant repeat it for you. Possibly he or you transposed some numbers. You may want to look at the card yourself to be sure the number is correct.

If your applicant can't verify his social security number, run up the red flag. Something is going on, it isn't good, and you don't want to be in the middle of it.

Second, if the number is correct, look at the rental application. What types of credit does the applicant indicate he has—credit cards, car loans, student loans? If the space for types of credit is blank, be sure that the blank lines are because there is no credit, rather than a lie by omission.

Remember, though, someone with credit cards will have a credit record, period, end of story. So if the application says he has a credit card and the social security number verifies run the red flag all the way to the top of the pole.

Third, if your applicant says he has no credit, look at reasons why that may be. As I mentioned earlier, it could be simply because he is too young to have established any. And occasionally you run into people who proudly pay cash for everything.

You can and may deny an applicant because you cannot find a credit record, as long as you include that on your rental policies and standards. Language such as: "If we cannot verify previous landlords and addresses, employment or any statement, including your credit history, on your application, it will be rejected."

### Landlord/Crime Free Multi-Housing Rental Seminar

Saturday October 3th (9am-2pm)  
Saturday October 10th (9am-2pm)

Location: Boys and Girls Club  
1330 52nd St.  
Kenosha, WI 53140

The KPD Crime Prevention Unit and the Kenosha Landlord Association designed this Seminar to help landlords make better decisions when managing their rental units.

#### The following topics will be discussed:

- Property Maintenance Codes
- Crime Prevention Techniques
- Applicant Screening
- Leases and Evictions
- Crime Free Lease Addendums
- Process Serving
- C.P.T.E.D. (Crime Prevention through Environmental Design)
- Fire Safety
- Waste and Disposal



To register for the seminar please call:  
Crime prevention Unit at 657-3937  
or e-mail: [watch@kenoshapolice.com](mailto:watch@kenoshapolice.com).

Coffee, soda, water, and lunch will be provided!!!!!!!

This seminar will help landlords  
and  
property managers  
in  
the following ways:

- Satisfied tenants build stable neighborhoods
- Active management leads to less turnover
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RETURN SERVICE REQUESTED

**Next Meeting**

**Fireside Restaurant  
& Lounge**

**2801 30th Ave.**

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Membership Meetings  
are held on the  
3rd Wednesday of the month

**October 21, 2015**

**6:30 p.m. networking**

**7:00 p.m. meeting**

**Appetizers & Networking at 6:30 pm Meeting at 7 pm**

**Dee Dee Kruse**  
**Leasing Agent/Manager**

*from*

**Cranberry Apartments**

Wednesday, October 21, 2015 at 7:00pm

Cocktails and Pizza at

6:30 pm

**[www.kenoshalordassociation.org](http://www.kenoshalordassociation.org)**

*Free Appetizers and Beverages Provided At Meetings*