

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, April 6, 2009
7:00 P.M.

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held March 16, 2009.
Matters referred to the Committees by the Mayor.
Presentation, Commendations and Awards by Mayor.
Awards and Commendations from Boards, Commissions, Authorities and Committees.

CITIZENS' COMMENTS

TO THE COMMITTEE ON FINANCE

1. Lease Agreement by and between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc., for properties at 1701 and 1713 62nd Street, District #8. (Also refer to City Plan Commission)
2. Lease Agreement by and between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc., for property at 8043 Sheridan Road, District #3. (Also refer to City Plan Commission)
3. Contract of Exchange between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc., for property at 8043 Sheridan Road and 1701 and 1713 62nd Street, Districts #3 and #8. (Also refer to City Plan Commission)

TO THE PUBLIC WORKS COMMITTEE

4. Proposed Ordinance to Create Chapter XXXVII Entitled "Illicit Stormwater Discharges and Connections". (Also refer to Stormwater Utility Committee).

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

5. Proposed Ordinance to Repeal and Recreate Section 16.09 D.2., Regarding Recurring Notices and Orders for Recurring Violations of the Property Maintenance Code.

TO THE CITY PLAN COMMISSION

6. To Repeal and Recreate Section 3.12 A. of the Zoning Ordinance regarding Institutional permitted uses; To Create Section 3.13 A.3. of the Zoning Ordinance to include an Institutional permitted use in the B-1 Neighborhood Business District; and, To Create Section 3.14 A.7. of the Zoning Ordinance to include an Institutional permitted use in the B-2 Community Business District.

TO THE LICENSING/PERMIT COMMITTEE

7. To Repeal the Title of Section 5.046 of the Code of General Ordinances from "Outdoor dining area located in a public right-of-way or major street setback area", and Recreate the Title as "Outdoor dining area located in a public right-of-way, major street setback area, or on public property"; To Repeal and Recreate Sections 5.046 A., 5.046 B., 5.046 C.1.g., 5.046 C.2.c. and d., 5.046 J.1.a., 5.046 J.2.a., 5.046 J.3.p., and 5.046 K. of the Code of General Ordinances include "Public Property".

COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

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

RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

9. Approve the following applications for new Operator's (Bartender) licenses, subject to:
- 25 demerit points:
 - a. Allyson Burt
 - b. Alexander Dwyer
 - c. Chaileen Holiday
 - 50 demerit points:
 - d. Elizabeth Bane
 - e. Karla Gutierrez
 - f. Debra Lewis
 - g. Melinda Miller
 - h. Kori Porter
 - i. Eric Ringstrom
 - 75 demerit points:
 - j. Patrick Shaff
- (Back-up Copies Provided by City Clerk)*(Ayes 5: Noes 0) **HEARING**
10. DENY application of Matthew Mondrawickas for a new Operator's (Bartender) licenses, based on material police record & false application. *(Back-up Copies Provided by City Clerk)*(Ayes 5: Noes 0) **HEARING**
11. DENY application of Cassie A. Mauldin for a New Operator's (Bartender) License Based on Material Police Record. *(Back-up Copies Provided by City Clerk)* (Ayes 5: Noes 0) **HEARING**
12. DENY application of John Rittersdorf for a Taxi Cab permit, Located at 7411 95th Avenue, (1) Taxi Cab – Based on Recommendation from Zoning Coordinator *(Taxi Services are not Permitted in Residential Districts)*. (17th District) *(Back-up Copies Provided by City Clerk)*(Ayes 5: Noes 0) **HEARING**

13. Application of Gianni's Restaurant & Lounge, LLC, Jeffrey Pfeffer, Agent, for a Class "B" Beer/"Class B" Liquor License located at 4814 Sheridan Rd., (*Gianni's Restaurant & Lounge*), with acceptance of a conditional surrender of a similar license at the same location from Fefco Investment, LLC (*Recommendation from the City Attorney is to grant, subject to 25 demerit points*). (2nd District) (*Back-up Copies Provided by City Clerk*)(Recommendation Pending) **HEARING**
14. Approve Findings of Fact, Conclusions of Law and Recommendation (No Action) on Revocation of Scrap Salvage Dealer License of Dan Zizzo, Scrap Steel, Inc., (*d/b/a Zizzo's Scrap Steel, located at 1320 52nd Street*). (7th District) (*Back-up Copies Provided by City Clerk*)(Ayes 5: Noes 0) **HEARING**
15. 4 Renewal applications for Scrap Salvage Collector/Dealer licenses with no adverse recommendations per list on file in the Office of the City Clerk. (*Back-up Copies Provided by City Clerk*)(Ayes 5: Noes 0)

ORDINANCES 1st READING

16. Charter Ordinance No. 36 by Alderperson Michael J. Orth - To Repeal and Recreate Paragraph Number 2, of Charter Ordinance No. 9, as Amended by Charter Ordinance No. 19, to Adopt the Statutory Terminology of "Aldermanic District". (*Back-up Copies Provided by City Attorney*) (*NOTE: Requires 2/3 vote of full Common Council – 12 Votes*)

ZONING ORDINANCES 1st READING

17. By the Mayor - To Rezone Property at 4235 Green Bay Road from M-2 Heavy Manufacturing District to B-2 Community Business District (*in conformance with Section 10.02 of the Zoning Ordinance*) (16th District) (Wamboldt). (*Back-up Copies Provided by City Development*) (C.P.-Ayes 7: Noes 0)
18. By the Mayor - To Rezone a Portion of Properties Located at 5001 and 5011 47th Avenue from RS-1 Single-Family Residential District to RD Two-Family Residential District (*in conformance with Section 10.02 of the Zoning Ordinance*) (16th District) (Apostoli)(*Back-up Copies Provided by City Development*) (C.P.-Ayes 7: Noes 0)

ORDINANCES 2nd READING

19. By Alderman David F. Bogdala - To Repeal and Recreate Section 2.02 A.; and, to Repeal and Recreate Section 2.02 D.5. Regarding the Submission of an Itemized Budget, and the Review, Reports and Adoption of the Capital Improvement Plan of the City Budget. (*Back-up Copies Provided by City Attorney*)(Fin.-Ayes 6: Noes 0) **PUBLIC HEARING**
20. By the Mayor – Attachment and Temporary Zoning District Classification Ordinance (*Parcel Nos. 80-4-222-352-0340; 80-4-222-352-0361; 80-4-222-352-0381*), Town of Somers. (*Back-up Copies Provided by City Development*) **PUBLIC HEARING**

ZONING ORDINANCES 2nd READING

21. By the Mayor - To Rezone Properties Located at 2619, 2621 and 2623 – 30th Avenue from B-1 Neighborhood Business District to B-2 Community Business District. (Infusino) (5th District) (*Back-up Copies Provided by City Development*)(C.P.- Ayes 9: Noes 0) **PUBLIC HEARING**
22. By City Plan Commission - To Amend Section 12.0 B., by Adding Thereto the Definition of the Terms "Artisan", "Artisan Manufacturing", "Artisan Studio", "Handmade" and "Nuisance"; and, to Create Sections (3.13 A.1.dd., 3.13 B.6., 3.14 A.2.ee., 3.14 b.10, 3.15 A.2.ee., 3.15 B.9., 3.155 A.4.ee. and 3.155 C.11.) to Permit Artisan Studios or Artisan Manufacturing in the B-1 Neighborhood Business District, the B-2 Community Business District, the B-3 Central Business District, and the B-4 Mixed-use District, Respectively. (*Back-up Copies Provided by City Development*)(C.P.-Ayes 9: Noes 0) **PUBLIC HEARING**

RESOLUTIONS

23. By Committee on Finance – To Levy Special Assessments Upon Various Parcels of Property Per list on File in the Office of the City Clerk:
- a. Building/Zoning Reinspection Fees - \$650.00
 - b. Boarding and Securing - \$5,895.00
 - c. Property Maintenance Reinspection Fees - \$3,220.00
 - d. Trash and Debris Removal - \$500.00
- (*Back-up Copies Provided by NSI*)(Fin.-Recommendation Pending) **HEARING**
24. By Committee on Finance - To Rescind One (1) Special Assessment in the Amount of \$160.00 Levied by Resolution No. 12-09 Against Parcel No. 01-122-01-228-002 (3721 60th Street).(*Back-up Copies Provided by NSI*) (Fin.- Recommendation Pending) **HEARING**

25. By 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 (*Preliminary Report/Final Resolution for Project #09-1015 Resurfacing Phase II - 52nd Street - 30th Avenue to Sheridan Rd, 5th Avenue - 75th Street to 68th Street, 24th Avenue - 27th Street to 31st Street, 63rd Street - 14th Avenue to Sheridan Rd, 32nd Avenue - 80th Street to North 120 ft.*) (2nd, 3rd, 5th, 7th, 8th, 10th and 13th Districts) (*Back-up Copies Provided by PW*)(P.W.-Ayes 4: Noes 0) **PUBLIC HEARING**
26. By Alderman Misner – To Register the City of Kenosha Common Council's Opposition to the Governor's Proposal to Require the Observation and Recordation of Racial Information Obtained Through Traffic Stops. (*Back-up Copies Provided by City Attorney*)
27. By the Mayor - To Approve a Four-Lot Certified Survey Map for Properties Located at 5001 and 5011 47th Avenue (Apostoli). (16th District) (*Back-up Copies Provided by City Development*) (C.P.-Ayes 7: Noes 0; PW-Ayes 5: Noes 0)
28. By the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of Parcels (#80-4-222-352-0340, #80-4-222-352-0361 and #80-4-222-352-0381) 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*) (City of Kenosha) (16th District) (*Back-up Copies Provided by City Development*)(C.P.-Ayes 7: Noes 0)

APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

29. Appointment of Kacie Cecchi to the Mayor's Youth Commission to fulfill an unexpired term to expire November 1, 2010. (*Back-up Copies Provided by Administration*)

PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

30. Approve Award of Parkway Tree Pruning #02-09 to The Care of Trees in the Amount of \$14.83 per tree. (All Districts) (*Back-up Copies Provided by Parks*)(Park Commission Ayes 3: Noes 1; Fin.-Ayes 6: Noes 0; SWU-Ayes 4: Noes 1)
31. Approve Award of Contracts for Projects:
 - a. #08-1017 38th Street Reconstruction Phase I (*38th Street – I94 to CTH S*) to Lalonde Contractors (*Milwaukee, Wisconsin*) - \$953,000.00.
 - b. #09-1221 Waste Transfer Wall Repair (*1001 50th Street*) to Bane Nelson, (*Kenosha, Wisconsin*) - \$33,600.00. (2nd District)(*Back-up Copies Provided by PW*) (PW-Ayes 5: Noes 0)

OTHER CONTRACTS AND AGREEMENTS

32. Subgrantee Agreements (*between the City of Kenosha and the following*):
- a. Wisconsin Womens Business Initiative Corporation
 - b. Community Economic Development Corporation
- (*Back-up Copies Provided by City Development*)(Fin.-Recommendation Pending)

RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

33. Disbursement Record #5 – \$8,213,003.00.(*Back-up Copies Provided by Finance Dept.*) (Fin.-Recommendation Pending)

OTHER

And such matters as are authorized by law or regular business.

LEGISLATIVE REPORT
MAYOR'S COMMENTS
ALDERMEN'S COMMENTS

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



**COMMON COUNCIL
PROCEEDINGS
Monday, March 16, 2009**

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

NOTE: These proceedings are unofficial, pending approval by Common Council

**KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
Monday, March 16, 2009**

At a meeting of the Common Council held this evening, His Honor, Mayor Keith G. Bosman presided. The meeting was called to order at 7:03 p.m.

On roll call, the following members of the Common Council were present: Aldermen Haugaard, Moldenhauer, Holland, Ruffolo, Carpenter, Ohnstad, Juliana, Marks, Ruef, Kennedy, Nudo, Casey, Misner, Prozanski, Orth, Downing and Bogdala. Alderman Casey left the meeting after action on item 22. Alderman Marks left the meeting after action on item 24.

The invocation was given by Alderman Casey.

Mayor Bosman then led the Council in the Pledge of Allegiance to the American Flag. At this time, the Mayor presented a commendation to Art Strong due to his retirement. He then called upon Khari and Kalon Bell to recite "I have a dream".

It was moved by Alderman Ohnstad, seconded by Alderman Carpenter, to approve the minutes of the meeting held March 2, 2009.

Motion carried unanimously.

Eleven (11) citizens spoke during Citizen's Comments: Melanie Hovey, Jeff Lauer, Robert Hertel, Joellyn Storz, Bob Danbeck, Kevin Ervin, Rebecca Stevens, Noelle Voelz, Walter Stern, Louis Rugani, and Norma Leonard-Allen.

TO THE COMMITTEE ON FINANCE

1. Subgrantee Agreement between the City of Kenosha and Wisconsin Women's Business Initiative Corporation for the use of CDBG Funds.
2. Subgrantee Agreement between the City of Kenosha and Community Economic Development Corporation for the use of CDBG Funds.

TO THE PUBLIC WORKS COMMITTEE

3. Resolution to approve a Two-Lot Certified Survey Map for property located at 12304 75th Street, District #17. (Brat Stop, Inc.)
4. Resolution to approve a Four-Lot Certified Survey Map for properties located at 5001 and 5011 47th Avenue, District #16. (Apostoli)

TO THE CITY PLAN COMMISSION

5. Resolution to Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of Parcels #80-4-222-352-0340, #80-4-222-352-0361 and #80-4-222-352-0381 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, District #16. (City of Kenosha)
6. Petition to rezone property at 4235 Green Bay Road from M-2 Heavy Manufacturing District to B-2 Community Business District in conformance with Section 10.02 of the Zoning Ordinance, District #16. (Wamboldt)
7. Petition to rezone a portion of properties located at 5001 and 5011 47th Avenue from RG-1 General Residential District to RD Two-Family Residential District in conformance with Section 10.02 of the Zoning Ordinance, District #16. (Apostoli)

**COMMUNICATIONS,
PETITIONS, REPORTS
OF DEPARTMENTS**

**COMMON COUNCIL
PROCEEDINGS
Monday, March 16, 2009**

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

8. It was moved by Alderman Nudo, seconded by Alderman Downing, to approve:
- a. 15 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.
 - b. There were no application(s) for a transfer of agent status of Beer and/or Liquor licenses, per list on file in the office of the City Clerk.
 - c. 3 application(s) for a special Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.
 - d. There were no application(s) for a Taxi Driver's license per list on file in the office of the City Clerk.
- On a voice vote, motion carried.

RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

9. It was moved by Alderman Kennedy, seconded by Alderman Juliana, to approve Applications for Operator's (Bartender) licenses, subject to:

-0 demerit points:

a. Christopher G. Giese

-25 demerit points:

b. Patricia J. Briese

c. Nicholas G. Lutze

-50 demerit points:

d. Lea Becker

e. Jeremy D. Crane

f. Teresa Guerrero

g. Manpreet Kaur

h. Amy Mercadillo

i. Noelle G. Voelz

A hearing was held. Applicant i., Noelle G. Voelz was present. On a voice vote, motion carried.

10. It was moved by Alderman Juliana, seconded by Alderman Ruef, to DENY Applications for new Operator's (Bartender) licenses, based on:

-material police record:

a. Jennifer M. Guerra

b. Paula M. Klopstein

-material police record & false application:

c. Zachary J. Browder

d. Jessica A. Daly

A hearing was held. Applicant a., Jennifer M. Guerra was present. On a voice vote, motion carried.

11. It was moved by Alderman Ruef, seconded by Alderman Kennedy, to approve Application of Min Quan LLC, Yang Q. Chen, Agent, for a Class "B" Beer License located at 4820 75th Street, (King Buffet), subject to 50 demerit points, with acceptance of a conditional surrender of a similar license at the same location from Huayi LLC.

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

12. It was moved by Alderman Ruef, seconded by Alderman Juliana, to approve Application of The Noodle Shop Co., for a transfer of agent status of the Class "B" Beer/"Class C" Wine License located at 7201 120th Avenue, STE A, (Noodles & Company), from Lee Yunker to Duane Schmidt, subject to 25 demerit points.

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

13. It was moved by Alderman Juliana, seconded by Alderman Downing, to approve Application of Ralph Fox, for a Vietnamese Potbellied Pig License located at 7609 38th Avenue with No Adverse Recommendations.

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

14. It was moved by Alderman Juliana, seconded by Alderman Downing, to approve application of POY, Inc., Robert Lees, Agent, for a 1-Day Cabaret License on April 3, 2009, Located at 3100-14th Avenue

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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

(The Main Event) with No Adverse Recommendations. On a voice vote, motion carried.

ORDINANCES 1ST READING

It was moved by Alderman Orth, seconded by Alderman Nudo, to send the following ordinances on their way:

15. By Alderman David F. Bogdala - To Repeal and Recreate Section 2.02 A.; and, to Repeal and Recreate Section 2.02 D.5. Regarding the Submission of an Itemized Budget, and the Review, Reports and Adoption of the Capital Improvement Plan of the City Budget.

16. By the Mayor – Attachment and Temporary Zoning District Classification Ordinance (Parcel Nos. 80-4-222-352-0340; 80-4-222-352-0361; 80-4-222-352-0381), Town of Somers.

On a voice vote, motion carried.

ZONING ORDINANCES 1ST READING

It was moved by Alderman Orth, seconded by Alderman Nudo, to send the following ordinances on their way:

17. By the Mayor - To Rezone Properties Located at 2619, 2621 and 2623 – 30th Avenue from B-1 Neighborhood Business District to B-2 Community Business District. (Infusino) (5th District)

18. By City Plan Commission - To Amend Section 12.0 B., by Adding Thereto the Definition of the Terms "Artisan", "Artisan Manufacturing", "Artisan Studio", "Handmade" and "Nuisance"; and, to Create Sections (3.13 A.1.dd., 3.13 B.6., 3.14 A.2.ee., 3.14 b.10, 3.15 A.2.ee., 3.15 B.9., 3.155 A.4.ee. and 3.155 C.11.) to Permit Artisan Studios or Artisan Manufacturing in the B-1 Neighborhood Business District, the B-2 Community Business District, the B-3 Central Business District, and the B-4 Mixed-use District, Respectively.

On a voice vote, motion carried.

ORDINANCES 2ND READING

19. It was moved by Alderman Ruef, seconded by Alderman Downing, to adopt Ordinance 12-09.

A public hearing was held. No one spoke for or against said ordinance.

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

ORDINANCE NO. 12-09

**BY: COMMITTEE ON PUBLIC
SAFETY AND WELFARE**

**TO AMEND SECTION 7.12 B. OF THE CODE OF GENERAL ORDINANCES FOR THE CITY
OF KENOSHA, WISCONSIN, TO INCLUDE A FOUR WAY STOP AT THE INTERSECTION
OF 55TH AVENUE AND 41ST STREET**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Section 7.12 B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following thereto: 55th Avenue and 41st Street. Section Two: This Ordinance shall become effective upon passage and publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

20. It was moved by Alderman Ruef, seconded by Alderman Orth, to adopt Ordinance 13-09.

A public hearing was held. No one spoke for or against said ordinance.

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

ORDINANCE NO. 13-09

BY: COMMITTEE ON PUBLIC

**COMMON COUNCIL
PROCEEDINGS**

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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

SAFETY AND WELFARE

**TO AMEND SECTION 7.12 C. OF THE CODE OF GENERAL ORDINANCES, BY
RESCINDING THEREFROM THE NORTH/SOUTH STOP SIGNS ON 47TH AVENUE AT ITS
INTERSECTION WITH 69TH STREET; AND, TO AMEND SECTION 7.12 B. OF THE CODE
OF GENERAL ORDINANCES, TO INCLUDE A FOUR WAY STOP AT THE INTERSECTION
OF 69TH STREET AND 47TH AVENUE**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Section 7.12 C. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by deleting the following therefrom: All vehicles traveling north and south on 47th Avenue shall stop before entering the intersection with 69th Street. Section Two: Section 7.12 B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following thereto: 69th Street and 47th Avenue. Section Three: This Ordinance shall become effective upon passage and publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

21. It was moved by Alderman Nudo, seconded by Alderman Orth, to adopt Ordinance 14-09.

A public hearing was held. No one spoke for or against said ordinance.

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

ORDINANCE 14-09

BY: COMMITTEE ON PUBLIC

SAFETY AND WELFARE

**TO AMEND SECTION 7.12 C. OF THE CODE OF GENERAL ORDINANCES FOR THE CITY
OF KENOSHA, WISCONSIN, BY ADDING AN EASTBOUND STOP SIGN ON 65TH STREET
BEFORE ENTERING THE INTERSECTION WITH 87TH AVENUE; BY ADDING A
SOUTHBOUND STOP SIGN ON 83RD AVENUE BEFORE ENTERING THE INTERSECTION
WITH 65TH STREET; AND, BY ADDING AN EASTBOUND STOP SIGN ON 61ST STREET
BEFORE ENTERING THE INTERSECTION WITH 82ND AVENUE**

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

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

All vehicles traveling Eastbound on 65th Street shall stop before entering the intersection with 87th Avenue.

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

All vehicles traveling Southbound on 83rd Avenue shall stop before entering the intersection with 65th Street.

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

All vehicles traveling Eastbound on 61st Street shall stop before entering the intersection with 82nd Avenue.

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

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

22. It was moved by Alderman Nudo, seconded by Alderman Juliana, to adopt Ordinance 15-09.

A public hearing was held. No one spoke for or against said ordinance.

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

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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

ORDINANCE NO. 15-09

BY: ALDERPERSON ANTHONY NUDO

**TO CREATE SECTION 10.07 F.11. OF THE CODE OF GENERAL ORDINANCES,
REGARDING THE DISPLAY OF CABARET LICENSES**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Section 10.07 F.11. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows: 11. Annual License Framed, Posted. a. Frame. An annual license shall be enclosed in a frame having a transparent front which allows the license to be clearly read. b. Display. All annual licenses under paragraph a. shall be conspicuously displayed for public inspection at all times in the room or place where the activity subject to licensure is carried on. Section Two: This Ordinance shall become effective upon passage and publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

23. It was moved by Alderman Bogdala, seconded by Alderman Nudo, to adopt Charter Ordinance 36.

A public hearing was held. Four (4) people, Carolyn Kirkby, Adam Tyson, Bob Danbeck and William Cobb spoke in favor, and four (4) people, Bruce McCurdy, Jeremy Mitchell, Steve Zalewski and Cliff Johnson spoke against.

It was moved by Alderman Ruffolo, seconded by Alderman Juliana to recess at approximately 8:45 p.m. On a voice vote, motion carried. The Common Council reconvened at approximately 8:55 p.m.

23.1 After much discussion, it was moved by Alderman Marks, seconded by Alderman Kennedy to move the previous question (end debate).

Alderman Prozanski requested a point of order, stating that if there were remaining requests to speak that the Mayor should decide whether to acknowledge those requests. The Mayor stated he was acknowledging the motion to move the previous question (end debate). The Acting City Attorney, Ed Antaramian, concurred.

The clerk advised that 11 yes votes (2/3 of members present) were required for the motion to pass.

On roll call vote, motion to move the previous question failed (3-13) with Aldermen Holland, Marks and Ruef voting aye.

23.2 It was then moved by Alderman Haugaard, seconded by Alderman Holland to amend the term to three (3) years instead of four (4) years.

23.3 It was then moved by Alderman Marks, seconded by Alderman Kennedy to defer for 30 days.

Alderman Orth asked for a point of order, questioning whether the motion to defer was in order.

Acting City Attorney Antaramian advised the motion was in order, and cited Section 1.03 E.5. of the Code of General Ordinances: *When a question is under discussion no action shall be in order, except (1) point of order, (2) to adjourn, (3) to recess, (4) to lay on the table, (5) to move the previous question, (6) to postpone to a certain day, (7) to refer to a Committee, (8) to amend, (9) to postpone indefinitely. These motions shall have precedence in the order listed.*

He also said the entire item was to be deferred. Alderman Orth asked when the item came back for consideration, would the motion on the floor include the amendment pending (to amend from 4 years to 3 years) or would it be back to "square one". Mr. Antaramian advised the motion to amend would be remain pending.

The Mayor advised that if the motion to defer failed, the next motion on the floor this evening would be to amend from 4 years to 3 years.

At this time, approximately 10:30 p.m., it was moved by Alderman Ruffolo, seconded by Alderman Nudo to recess. On a voice vote, motion carried. The Council reconvened at approximately 10:40 p.m.

23.4 It was moved by Alderman Orth, seconded by Alderman Nudo to move the previous question. The Mayor asked if he meant the deferral. Alderman Orth stated it was all of the motions, going down the line. Mr. Antaramian advised the previous question was the deferral. Alderman Orth disagreed. Mr.

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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

Antaramian respectfully advised that the motion to move the previous question was to end debate and vote on the current motion, and the current debate was on the motion to defer. Alderman Orth disagreed again, saying his understanding was that the motion to move the previous question was to end all debate, and go through all motions. Mr. Antaramian again advised the motion in question was the motion to defer for 30 days. Alderman Orth argued the pending question was all three previous motions.

Alderman Marks withdrew the motion to defer for 30 days. Alderman Kennedy withdrew his second.

The Mayor stated that the motion on the floor was now the motion to amend to three (3) years instead of four (4) years. Acting City Attorney Antaramian concurred.

23.5 It was moved by Alderman Marks, seconded by Alderman Kennedy to move the previous question (end debate) on the amendment. There was discussion as to whether the motion on the floor was the amendment.

Mr. Antaramian advised that a motion to move the previous question ends debate, and if at the time it is made, there is an amendment pending, it negates the amendment as well.

Subsequently, the motion to move the previous question on the amendment from 4 years to 3 years was withdrawn by the maker and seconder.

23.6 It was moved by Alderman Marks, seconded by Alderman Ohnstad to move the previous question (end debate) on the motion to adopt Charter Ordinance No. 36. The clerk advised 11 yes votes (2/3 of members present) were required for the motion to pass. Motion to end debate carried (15-1) with Alderman Haugaard voting nay.

On roll call vote, motion to adopt the proposed CHARTER ORDINANCE NO. 36 BY: ALDERPERSON RAY MISNER

ALDERPERSON ANTHONY NUDO ALDERPERSON DAVID F. BOGDALA - TO REPEAL AND RECREATE PARAGRAPH NUMBER 2, OF CHARTER ORDINANCE NO. 9, AS AMENDED BY CHARTER ORDINANCE NO. 19, TO INCREASE THE TERM OF OFFICE FOR ALDERPERSONS FROM TWO (2) YEARS TO FOUR (4) YEARS failed (9-7) with Aldermen Haugaard, Kennedy, Moldenhauer, Ohnstad, Juliana, Marks and Ruef voting nay (failed due to 2/3 vote of Common Council -12 votes required for adoption).

RESOLUTIONS

24. It was moved by Alderman Nudo, seconded by Alderman Ruffolo, to adopt Resolution 32-09. A public hearing was held. No one spoke for or against. On roll call vote, motion carried unanimously and said resolution was thereupon adopted as follows:

RESOLUTION NO. 32-09

BY: 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**

WHEREAS, on the 16th day of March, 2009, the Common Council of the City of Kenosha, Wisconsin, held a properly noticed Public Hearing and heard all persons wishing to be heard regarding public sidewalk and/or driveway approach construction, and/or replacement, at the cost of owners of parcels of property listed in a report on file in the Office of the Department of Public Works for the City of Kenosha, Wisconsin, which abut the following Streets: 55th Street - 14th Avenue to 22nd Avenue, 25th Avenue - 52nd Street to 55th Street, 54th Street - 23rd Avenue to 25th Avenue, 20th Avenue - 52nd Street to 53rd Street, 16th Avenue - 54th Street to 55th Street NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 5.05 of the Code of General Ordinances, and Section 66.60(16), Wisconsin Statutes. 1. The owner of each parcel described on file may have the sidewalk and driveway approach abutting said parcel constructed, repaired or replaced (Work") on or before the 27th day of April, 2009, upon obtaining a proper permit under Chapter 5 of the Code of General Ordinances. 2. If the owner fails to complete such Work within the time specified, the Common Council shall cause the Work to be done at the expense of the property owner by

**COMMON COUNCIL
PROCEEDINGS
Monday, March 16, 2009**

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

contract let to the lowest responsible bidder, and the Work will be paid for by assessing the cost of the Work to the benefited property. Invoices for said Work will be sent out on or about the 1st of November. If the cost of Work is under One Hundred (\$100.00) Dollars, it shall be paid in its entirety within thirty (30) days of receipt of invoice. If the cost of Work is over One Hundred (\$100.00) Dollars, it may be paid in its entirety within thirty (30) days of receipt of invoice, and if not so paid, placed on the tax roll for a period of three (3) years at an interest rate of seven and one-half (7.5%) per annum. If not paid within the period fixed, such a delinquent special charge shall become a lien as provided in Section 66.60(15), Wisconsin Statutes, as of the date of such delinquency, and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charge. 3. The Director of Public Works shall serve a copy of this Resolution on each property owner by publishing the same in the official newspaper, together with a mailing by first class mail to the owner, if their post office address is known or can be ascertained with reasonable diligence. Adopted this 16th day of March, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

25. It was moved by Alderman Kennedy, seconded by Alderman Ohnstad, to adopt Resolutions 33-09 through 35-09 (item 25, 27 and 28; item 26 was denied). On roll call vote, motion carried unanimously and said resolutions were thereupon adopted as follows:

RESOLUTION NO. 33-09

BY: COMMITTEE ON PUBLIC WORKS

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS FOR
HAZARDOUS SIDEWALK AND/OR DRIVEWAY APPROACH PROJECT #09-1013**

WHEREAS, it is expedient, necessary and in the best interest of the City of Kenosha, and for benefit of the property affected thereby that improvements in street right-of-ways: sidewalk, and/or driveway approaches. 57th Avenue - 85th Street to north of 84th Street

NOW, THEREFORE, BE IT RESOLVED, By the Common Council of Kenosha, Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.60, Wisconsin Statutes, to levy special assessments on all property fronting upon both sides of the street within the above limits for benefits conferred upon property by improvement of the streets enumerated above. 2. Said public improvement shall include the improvements in street right-of-ways: sidewalk, and/or driveway approaches. 3. The Common Council determines that the improvements constitute an exercise of the police power and the amount assessed against each parcel shall be based on a per front foot or per square foot rate. 4. The assessments against any parcel may be paid in a lump sum or in three (3) annual installments, at the election of the property owner. 5. The Board of Public Works is directed to prepare a report consisting of: a. Preliminary plans and specifications for said improvements. b. An estimate of entire cost of the proposed improvements and in street right-of-way. c. Schedule of proposed assessments. 6. Upon receiving the report of the Board of Public Works (Public Works Committee), the Clerk is directed to give notice of public hearings on such report, as specified in Section 66.60(7) of the Wisconsin Statutes. The hearings shall be held at the Municipal Office Building at a time set by the Clerk, in accordance with Section 66.60(7), Wisconsin Statutes. Adopted this 16th day of March, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

26. DENIED: RESOLUTION NO: 34-09 BY: THE PUBLIC WORKS COMMITTEE - TO AMEND RESOLUTION #165-07 FOR A FOUR-LOT CERTIFIED SURVEY MAP Located at the northwest corner of 71st Street and 122nd Avenue (Gateway Center LLC)

**COMMON COUNCIL
PROCEEDINGS**

Monday, March 16, 2009

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

27. RESOLUTION NO. 34-09

**BY: COMMITTEE ON PUBLIC
SAFETY AND WELFARE**

**TO REMOVE THE EXISTING "NO PARKING, ANYTIME" RESTRICTION ON THE NORTH
SIDE OF 21ST STREET FROM 22ND AVENUE EAST APPROXIMATELY ONE HUNDRED
SEVENTY (170') FEET**

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the existing "NO PARKING, ANYTIME" restriction on the North side of 21st Street from 22nd Avenue East approximately one hundred seventy (170') feet, be and hereby is removed and rescinded.

Adopted this 16th day of March, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

28. RESOLUTION NO. 35-09

**BY: THE MAYOR
RESOLUTION TO AMEND
THE TABLE OF ORGANIZATION**

FOR THE KENOSHA FIRE DEPARTMENT

WHEREAS, the primary mission of the Kenosha Fire Department is to provide the highest level of fire and emergency medical services (EMS) to the citizens of the City of Kenosha at the lowest possible cost; and WHEREAS, Resolution #25-07 determined that this mission would be better executed by the reassignment of fire suppression and EMS staff and apparatus, thus resulting in a need for three (3) more Firefighters and three (3) less Apparatus Operators; and WHEREAS, City Administration and the Fire Department determined that this staffing objective would be best achieved by adjusting the Table of Organization through the attrition of the aforementioned Apparatus Operators; and WHEREAS, one Apparatus Operator retired as of December 31, 2008 which results in the need to change the Table of Organization for the Fire Department (under Suppression) from twenty-nine (29) Apparatus Operators to twenty-eight (28) and from thirty-seven (37) Firefighters to thirty-eight (38) (Appendix A on file in the Office of the City Clerk); and WHEREAS, this staffing adjustment reduces the personal services funding from the 2009 Fire Department operating budget; and NOW THEREFORE, BE IT RESOLVED that the aforementioned change to the Table of Organization for the Fire Department be approved by the Common Council of the City of Kenosha, Wisconsin. Adopted this 16th day of March, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

29. It was moved by Alderman Ruffolo, seconded by Alderman Ohnstad to table the proposed resolution BY: ALDERMAN DAVID F. BOGDALA, ALDERMAN ANTHONY NUDO, ALDERMAN G. JOHN RUFFOLO - TO COMMUNICATE TO THE STATE LEGISLATURE OF THE STATE OF WISCONSIN THAT THE CITY OF KENOSHA COMMON COUNCIL SUPPORTS THE 2009 ASSEMBLY JOINT RESOLUTION 2 FOR THE ELIMINATION OF NONPARTISAN SPRING ELECTIONS. On a voice vote, motion carried.

PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

30. The following item was deferred at the Stormwater Utility meeting held prior to Common Council: Award of Parkway Tree Pruning #02-09 to The Care of Trees in the Amount of \$14.83 per Tree.

31. It was moved by Alderman Ruffolo, seconded by Alderman Ohnstad, to approve Award of Tree Removal Contract #01-09 to Arbor Images in the Amount of \$14,840.00 for an Estimated 47 Trees and any Additional Tree Removal will be Based Upon the Cost per Inch as per Bid.

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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

On roll call vote, motion carried (14-1) with Alderman Carpenter voting nay.

OTHER CONTRACTS AND AGREEMENTS

32. It was moved by Alderman Holland, seconded by Alderman Juliana, to approve agreement with Village of Pleasant Prairie for Improvements to 57th Avenue from 85th Street to North of 84th Street. On roll call vote, motion carried (13-2) with Aldermen Orth and Downing voting nay.

33. It was moved by Alderman Ruef, seconded by Alderman Kennedy to approve Intergovernmental Agreement between the Town of Bristol, Wisconsin and the City of Kenosha, (Wisconsin) for Stormwater Information and Education Program Services.

On roll call vote, motion carried unanimously.

RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

34. It was moved by Alderman Ruef, seconded by Alderman Kennedy, to approve Disbursement Record #4 – \$30,890,039.98.

On roll call vote, motion carried unanimously.

RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

35. It was moved by Alderman Ruef, seconded by Alderman Kennedy to approve Final Acceptance of Project #08-1214 Roof Replacement – Stormwater Utility Building (6415 35th Avenue) completed by Van's Roofing, Kenosha, (Wisconsin) in the amount of \$56,725.70.

On roll call vote, motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderman Ruef, seconded by Alderman Carpenter, to adjourn at 11:01 p.m.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**DEBRA L. SALAS
DEPUTY CITY CLERK**

Recommendations from the
Committee on Licensing/Permits
April 6, 2009

CITY OF KENOSHA
APPLICATION FOR TAXICAB PERMIT
(\$13.07 City of Kenosha Code of General Ordinances)

12

Type: 143
Fee: \$50.00 first cab, \$30.00 each additional cab
If this is a transfer, fee is \$20.00 per # of cabs listed on affidavit.

I hereby apply for permit to engage in the business of conveyance of persons for hire (taxicab) within the City of Kenosha to and including the 30th day of June, _____.

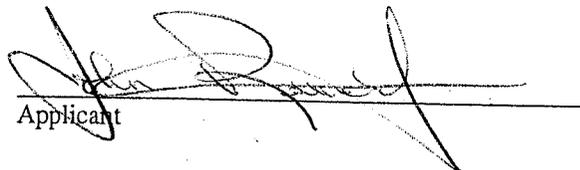
THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE PRINT).

Licensee Name John Rittersdorf
Business Name Kenosha Area TAXI
Business Address 7411 95th AVE, Kenosha, WI 53140
Phone # 262-237-2622

The following items must be attached to this application before filing:

1. Taxi cab listing, which identifies 1 number of cabs.
2. "Applicant's Report of Police Record". The Police Department will verify the information and forward their report to the City Attorney, who will make a recommendation as to whether or not applicant is of sufficient moral character to be entitled to the privilege of being awarded a taxicab permit. Check here if attached .
3. Insurance policy providing coverage for liability of a minimum of Twenty-Five Thousand Dollars (\$25,000.00) for injury or death to any one person, and subject to the same limit per person, a maximum liability of Fifty Thousand Dollars (\$50,000.00) for the injury or death of any number of persons in any one accident and a maximum liability of Ten Thousand Dollars (\$10,000.00) for property damage in any one accident, containing the provision for Fifty Dollars (\$50.00) deductible insurance on the property damage only; or, a certificate of insurance acceptable to the State of Wisconsin. Said policy or certificate shall further provide that the same cannot be canceled until thirty (30) days notice of such cancellation shall be given to the City Clerk. Check here if attached _____.
4. CITY OF KENOSHA TAXICAB SAFETY AND PERFORMANCE CHECKLIST for each vehicle must be completed by an Automotive Service Excellence (A.S.E.) Certified Technician. A copy of the technician's certification, or proof of certification (i.e. business card) must be attached. Check here if attached .
5. Section 13.07 G.4.h. of the Code of General Ordinances regulates rates and fares according to the City of Kenosha Zone Map and states that permit holders shall charge for tips beyond the zones according to a schedule of rates to be filed with the City Clerk/Treasurer's office.
 - a. Check here if you have received the City of Kenosha Zone Map .
 - b. Check here if schedule of rates is attached .

THE UNDERSIGNED, BEING FIRST DULY SWORN ON OATH, deposes and says that (he/she) is the applicant named in the foregoing application and that (he/she) had read each and every questions and answered each and every questions truly, correctly, and completely, under penalty of law for failure to do so.


Applicant

Subscribed and sworn to before me this
19 day of March, 2009.

Jenny J. Norton
Notary Public
My Commission Expires 8-7-11

Name John RITTERS

Address 7411 95th Ave Kenosha, WI 5314

Date of Birth 8/30/1972

License/Permit Applied For _____

Driver's License Number R362-4677-2310-08

(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

Applicant must truly, correctly and completely answer the following questions, or in the alternative, subject themselves to the penalties specified in §1.22 of the Code of General Ordinances, a copy of which is printed on the reverse side of this application. Applicant **must also be aware that the first twenty-five (\$25) dollars of the application fee for any license/permit shall be forfeited in the event of denial or withdrawal of the application for administrative and processing costs, as specified in §1.22 of the Code of General Ordinances, a copy of which is printed on the reverse side of this application.**

1. Have you, as an adult, ever been convicted of a major crime (felony) or minor crime (misdemeanor) in Wisconsin, or in any other State, or do you have such a charge pending at this time? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition:

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 such a charge pending at this time? Yes No If yes, state charge and year offense committed or alleged to be committed, and disposition:

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

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

5. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years, or do you have any such citations pending? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition:

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

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

USF Hollow 750 East 40th St. Hollow MT 49423
Hort Tracking 1362 Lincoln Ave, Hollow MT 49423

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

7411 95th Ave Kenosha WI 53142
1145 Isabell More Ct, North Pole AK 99705
3985 Breckfield Dr Hudsonville MI 49426

Applicant's Signature John Rittersdorf Date 3/19/09

PLEASE READ: §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.

CITY OF KENOSHA SAFETY AND PERFORMANCE CHECKLIST - TYPE OF VEHICLE TAXI, c.c.b. (i.e. Taxicab, Towing, Ice Cream Truck)

LICENSEE NAME (OWNER) John R. Rich CITY LICENSE NO. _____

COMPANY NAME Kenosha Area TAXI

TYPE OF INSPECTIONS (CHECK ONE): NEW RENEWAL _____ 6 MONTH _____

VEHICLE INSPECTED: MAKE Dodge CRAYON; YEAR 1994

VEHICLE IDENTIFICATION NO. 1B4GH54RTRX13619; STATE LICENSE PLATE NO. 168 PNP

WALK AROUND INSPECTION	UNDER HOOD	
Operation of all exterior lights. <u>OK</u>	Check radiator for leaks/looseness. <u>OK</u>	Transmission/transaxle mounts. <u>OK</u>
All reflectors and lenses <u>OK</u>	Check nonelectric cooling fan for play. <u>OK</u>	Driveline/U-joints/support bearings. <u>OK</u>
Mirror mounts and glass. <u>OK</u>	Pressure test cooling system. <u>OK</u>	Engine exhaust system. <u>OK</u>
Vehicle body/paint. <u>OK</u>	Coolant hoses/recovery system. <u>OK</u>	Inspect rear axle for oil leaks (if applicable). <u>N/A</u>
Bumpers. <u>OK</u>	Record coolant protection level. <u>-28%</u>	Rear suspension. <u>OK</u>
Hood/door/truck hatch hinges. <u>OK</u>	Pressure test radiator cap. <u>OK</u>	Rear brakes and hydraulic lines. <u>OK</u>
Windshield/windows. <u>OK</u>	Tension/Condition of all belts. <u>OK</u>	Parking brake cables/operation. <u>OK</u>
Roof. <u>OK</u>	Power steering fluid level/hoses. <u>OK</u>	Record rear brake lining thickness. <u>New</u>
INTERIOR	All accessory mounts/brackets. <u>OK</u>	Inspect rear brake drum/rotor condition. <u>OK</u>
Seats/seatbelts/shoulder harness <u>OK</u>	Fuel throttle linkage/cables. <u>OK</u>	Fuel tank/supports/lines/cap. <u>OK</u>
Door locks/latches/releases. <u>OK</u>	Check engine for major oil leaks. <u>OK</u>	DRIVE TEST
Floorboard and covering. <u>OK</u>	Integrity of air intake system. <u>OK</u>	Operation of vehicle systems at normal. <u>OK</u>
Interior lighting. <u>OK</u>	Wiring/connections to electrical devices. <u>OK</u>	Engine throttle response & performance. <u>OK</u>
Instrument panel warning lights/gauges. <u>OK</u>	Battery area. <u>OK</u>	Observe exhaust for excessive smoke. <u>OK</u>
Engine operation. <u>OK</u>	Check/record battery state of charge and load. <u>OK</u>	Transmission/clutch operation. <u>OK</u>
Horn operation. <u>OK</u>	Ignition/distributor system. <u>OK</u>	Operation of all gauges & indicators. <u>OK</u>
Heater/A/C-Defroster controls. <u>OK</u>	Emissions related component-visual. <u>OK</u>	Steering wheel travel or bind. <u>OK</u>
Rear view mirror/sun visors. <u>OK</u>	Check all fluid levels. <u>OK</u>	Observe road handling. <u>OK</u>
Parking brake operation. <u>OK</u>	UNDER CAR/CHASSIS	Test brake operation at various road speeds. <u>OK</u>
Windshield, door and rear glass. <u>OK</u>	Steering gear/rack & pinion mounts. <u>OK</u>	Parking brake operation. <u>OK</u>
Switches & accessories operation. <u>OK</u>	Steering shaft and linkage. <u>OK</u>	Listen for any unusual noises. <u>None</u>
Steering wheel free travel. <u>OK</u>	Check ball joints for wear. <u>OK</u>	
Clutch pedal free travel (if applicable). <u>N/A</u>	Check struts/shocks for leaks. <u>New</u>	<u>Tire tread depth</u>
TIRES/WHEELS	Front wheel bearing adjustments. <u>OK</u>	<u>6/32, 6/32</u>
Irregular wear (alignment). <u>Just Done</u>	C.V. Shafts and boots. <u>New</u>	<u>5/32, 5/32</u>
Cuts and sidewall damage. <u>None</u>	Front brakes and hydraulic lines. <u>OK</u>	
Inspect valve caps. <u>OK</u>	Front brake drum/rotor condition. <u>OK</u>	Wear limits, out of service criteria, and specifications are obtained by the vehicle or component manufacturer. Accepted industry standards, practices and methods should be followed while performing the inspections.
Inspect thread depth at three locations - 2/32"	Record front brake lining thickness. <u>5090</u>	
Record thread depth for each tire.	Record front brake rotor thickness. <u>1.02, 1.016</u>	
Check/record tire pressure. Include spare tire. <u>32 lbs</u>	Brake vacuum/hydroboost operation. <u>OK</u>	
Wheelnut torque. <u>100 lbs ft.</u>	Front springs and mounts. <u>New</u>	
Missing or damaged axle studs. <u>NO</u>	Engine supports/cushions. <u>OK</u>	
Bent/damaged wheels. <u>NO</u>	Starter and cables. <u>OK</u>	
Check for spare & jack/lug wrench. <u>OK</u>	Check for under car fluid leaks. <u>OK</u>	

IS VEHICLE SATISFACTORY AND SAFE FOR USE? Yes

DATE OF INSPECTION 3/11/09

NAME OF BUSINESS PERFORMING INSPECTION _____

NAME OF PERSON PERFORMING INSPECTION Tyler Rich

INSPECTOR'S AUTOMOTIVE SERVICE EXCELLENCE CERTIFICATE NUMBER TYRFT6UM4RICH EXPIRES 12/31/2012 (ATTACH COPY)

SIGNATURE OF INSPECTOR Tyler Rich



National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**

As a member of

TYLER L RICH

AUTOMOBILE TECHNICIAN

SUSPENSION AND STEERING

BRAKES

** ** *

DECEMBER 31, 2012

DECEMBER 31, 2012

GIVEN THIS 31ST DAY OF DECEMBER 2007, AT LEESBURG, VIRGINIA

1V2FT16UM4RICH

Howard H. Weber

Kenosha Area Taxi

Rate List A

Zone 1- \$4.25

Zone 2- \$4.50

Zone 3- \$5.00

Zone 4- \$5.50

Zone 5- \$6.00

Zone 6- \$7.00

Zone 7- \$8.00

Zone 8- \$10.00

Zone 9- \$12.00

Zone 10- \$14.00

Zone 11- \$17.00

EXTRA Passenger

12^{hrs} and over \$1.00

under 12 hrs \$.75

Kenosha Area Taxi

Rate List B

\$ 12.00 or less* One way anywhere in Kenosha

\$ 16.00 One way to Prime Outlets

\$ 18.00 Round trip anywhere in Kenosha

\$ 60.00 to MKE from Kenosha area

\$ 85.00 to ORD from Kenosha area

\$ 2.50/mile outside Kenosha area

Quotes to other destinations available

* \$2.50/mile not to exceed \$12.00

Extra Passengers	
12 or less and over	\$ 1.00
under 12 or less	\$.75

CITY OF KENOSHA
625 - 52nd Street, Room 105
Kenosha, Wisconsin 53140-3480
Phone (262)653-4020
Fax (262)653-4023
cityclerk@kenosha.org
www.kenosha.org



Michael K. Higgins
City Clerk - Treasurer

Debra L. Salas
Deputy City Clerk-Treasurer

Date 3-20-09

Applicant Name John Rittersdorf
Received by [Signature] (Signature)

Re: Application for a ~~Beer and/or Liquor license~~ Taxi Cab License

Dear Applicant:

Your application for a Taxi Cab License ~~beer and/or liquor license~~ will be presented to the Licensing/Permit Committee on:

Monday, March 30, 2009
6:00 p.m.
Room 202

Kenosha Municipal Building, 625-52nd Street

You and/or your representative are required to attend this meeting. Additionally, please read the reverse side of this notice regarding an advisory recommendation from the Licensing/Permit Committee.

If you have any questions, please contact 653-4020.

Sincerely,

City Clerk
City of Kenosha

FOR OFFICE USE ONLY:

JW clerk Initials (make copy for License Clerk)

From: Paula Blise <pblise@kenosha.org>

To: Jenny Norton <jnorton@kenosha.org>, Debbie Salas <dsalas@kenosha.org>

Cc: Matthew Knight <mknight@kenosha.org>, Ray Misner <raymisner@kenosha.org>, Anthony Nudo <anthony@bearrealty.com>, Jesse Downing <JLDowning@wi.rr.com>, Anthony Kennedy <district10@kenosha.org>, Patrick Juliana <district7@kenosha.org>, David Bogdala <dbogdala@yahoo.com>

Subject: NEW TAXI CAB PERMIT: MARCH 30, 2009 L&P MEETING AGENDA ITEM (JOHN RITTERSDORF - KENOSHA AREA TAXI)

Date: Tue, 24 Mar 2009 11:52:13 -0500

Good Morning Jenny,

I am in receipt of the new taxi cab permit application.

Please be advised that 7411 95th Avenue is zoned residential (RS-2 / 17th District).

In accordance with the City of Kenosha Zoning Ordinance, taxi services and/or dispatch centers are not permitted in residential districts.

I greatly appreciate that you are including me in the review process, and would recommend that taxi cab permit applications reflect that the applicants have acquired zoning approvals to operate at the proposed locations, prior to making application to your office.

Currently, the General Code does not address that taxi services and dispatch centers are limited to M-1 and M-2 zoning districts.

If this application moves forward, please include this communication as an "inspection report".

Thank you,

Paula

--

Paula A. Blise, MBA, CCEA
Zoning Coordinator - City of Kenosha
Dept. of Neighborhood Services & Inspections
625-52nd Street, Room 100, Kenosha, WI 53140
Phone: (262) 653-4263 Fax: (262) 653-4254

Beer/Liquor License Police Record Report

Applicant Information

Name of Applicant, Agent, & Date of Birth	Trade Name & Address	License Type
Gianni's Restaurant & Lounge, LLC, Jeffrey Pfeffer, Agent, 10/03/69	Gianni's Restaurant & Lounge, 4814 Sheridan Rd	Class "B" Beer/"Class B" Liquor

Date	Offense	Status	Offense Listed on Application?	Previous Points	Points
02-12-06	LIQUOR, SELL TO MINOR	DISMISSED (Bartender pled guilty 2/24/06)	Y		25
	DRIVER'S LICENSE IS EXPIRED				

City Attorney Recommendation :

Previously Assigned Demerit Points	
Offense Demerit Points (above)	25
Were all offenses listed on application?*	Yes
Total Demerit Points	25

*Offense not listed = 25 demerit points.

X Grant, Subject to 25 Demerit Points

DENY, based on material police record (substantially related to the license activity)

DENY, based on material police record (substantially related to the license activity) & false application

City Attorney Comments:

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR A NEW BEER/LIQUOR LICENSE

Check One:

<input type="checkbox"/>	Class "A" Retail Beer
<input type="checkbox"/>	Class "B" Beer Only
<input checked="" type="checkbox"/>	Class "B" Beer/"Class B" Liquor Combination

1. Applicant Name JEFFERY L. PEPPER
 2. Business Name GIANNI'S RESTAURANT AND LOUNGE

3. Property Information

- a. Address 4814 SHERIDAN RD. KENOSHA, WI 53140
- b. Owner GIANNI'S RESTAURANT AND LOUNGE LLC
- c. If applicant is not owner, does applicant have a lease agreement with the owner? yes no (Please note: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued)
- d. Square Footage of Building 4000 Assessed Value of Property \$ 239,000
- e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business \$ 19,000

4. Number of Full Time Employees 2 Number of Part Time Employees 12

5. Gross Monthly Revenue

According to Section 10.03, applicants must come within 70% of the estimate for alcohol beverages after one full license term or the license may be subject to revocation. Also, according to Section 4.05, smoking is prohibited in restaurants. However, restaurants and/or taverns holding a Class "B" Fermented Malt Beverage or "Class B" Intoxicating Liquor license may permit smoking in the entire establishment or full service bar area if beer/liquor gross receipts account for 33-50% (smoking limited to full service bar area) or more than 50% (smoking permitted in entire establishment). Licensees are required to file an affidavit at the time of license renewal as a condition of the operator permitting smoking in a restaurant or tavern.

Gross Monthly Revenue	
Alcoholic Beverages	<u>\$ 12,000</u>
Food	<u>\$ 12,000</u>
Other (specify)	<u>\$ 1,000</u>
Total Gross Monthly Revenue	<u>\$ 25,000</u>

Basis for estimates
PREVIOUS REVENUE

6. Explain how the issuance of this license will benefit the City:

TRANSFERRING THE LICENSE WILL ENABLE THE BUSINESS TO CONTINUE PROVIDING JOBS

7. List other factors the Common Council should consider:

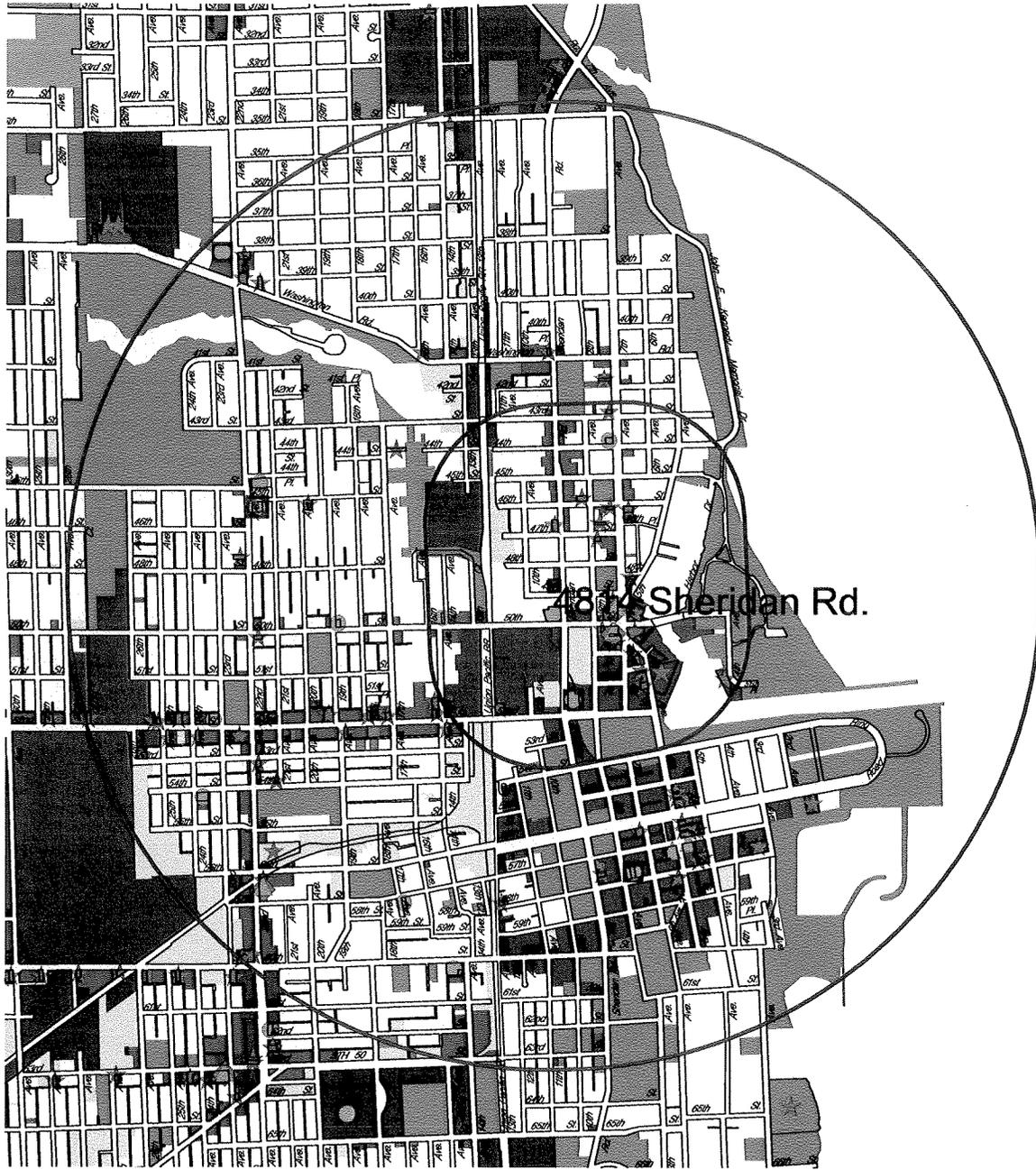
THE PREVIOUS ESTABLISHMENT AND AGENT UPHOLD A GOOD RECORD THROUGHOUT YEARS OF OPERATION

Applicant Signature [Signature]

FOR OFFICE USE ONLY

Within a 6 block radius:
 Class "B" Beer only _____ Class B Combination _____ Class "A" Beer _____ "Class A" Liquor _____ "Class C" Wine _____

Class "B" Beer/"Class B" Liquor Combination Application
4814 Sheridan Road



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

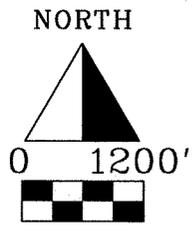
Note: Residential Districts are not colored.
 Note: Business Districts are colored as follows: B-1 B-2 B-3

———— 5,280 ft from Applicant

———— 6 blocks from Applicant

5,280 ft Radius	Zoning Districts				
	Class "A"	"Class A"	Class "B"	Class "B"	"Class C"
Residential Districts	0	0	0	5	0
Business Districts	14	4	3	63	5
Other Districts	0	0	0	0	0

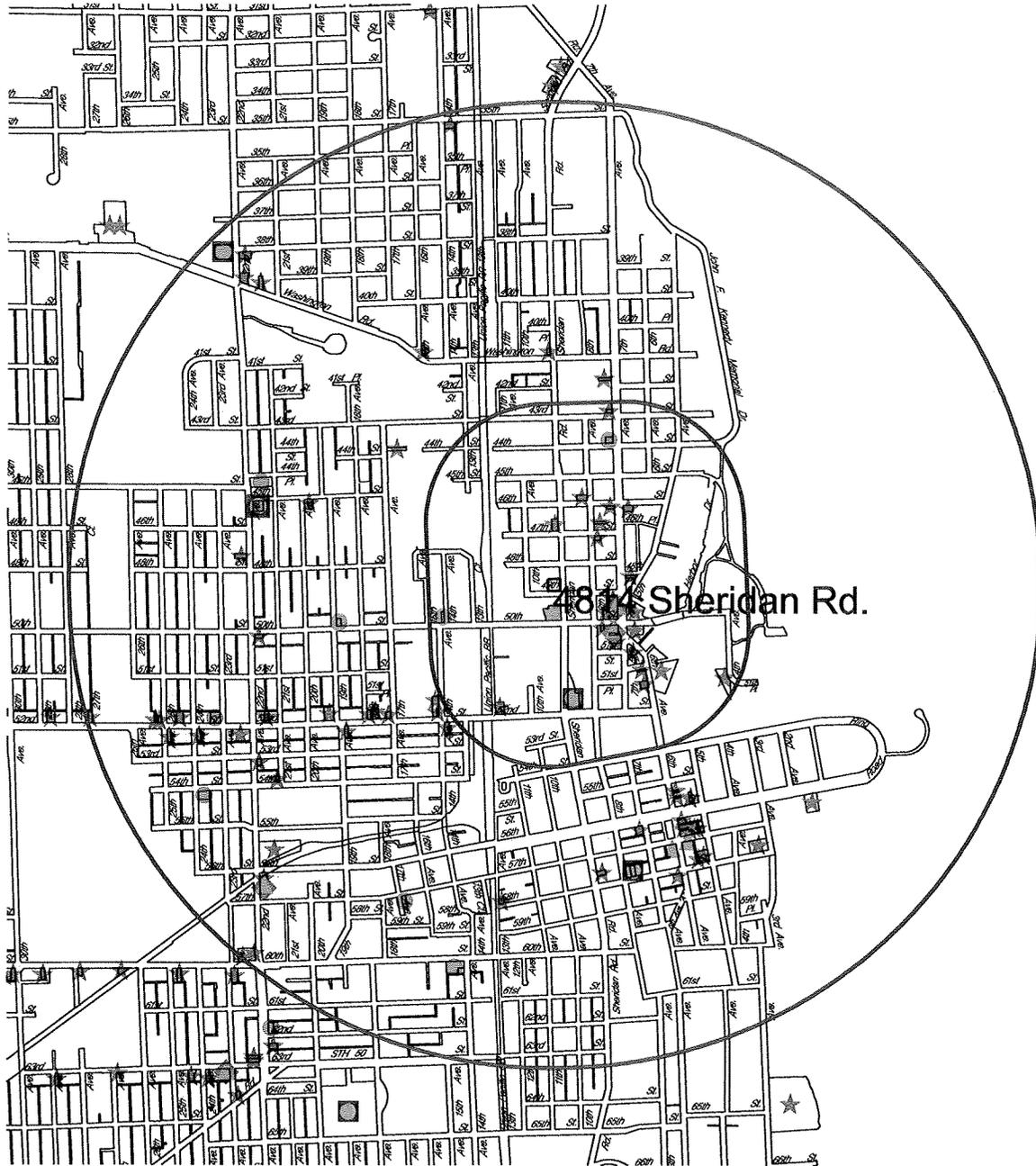
6 Block Radius	Zoning Districts				
	Class "A"	"Class A"	Class "B"	Class "B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	4	1	2	18	2
Other Districts	0	0	0	0	0



----- Municipal Boundary

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application 4814 Sheridan Road



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

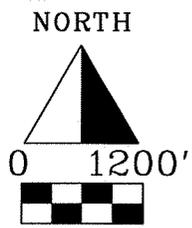
———— 5,280 ft from Applicant

5,280 ft Radius	Class "A"		Class "B"		Class "C"	
	Class "A"	"Class A"	Class "B"	Class "B"	"Class B"	"Class C"
Residential Districts	0	0	0	5	0	
Business Districts	14	4	3	63	5	
Other Districts	0	0	0	0	0	

———— 6 blocks from Applicant

6 Block Radius	Class "A"		Class "B"		Class "C"	
	Class "A"	"Class A"	Class "B"	Class "B"	"Class B"	"Class C"
Residential Districts	0	0	0	1	0	
Business Districts	4	1	2	18	2	
Other Districts	0	0	0	0	0	

----- Municipal Boundary



COMMON COUNCIL
CITY OF KENOSHA, WISCONSIN
COMMITTEE ON LICENSES/PERMITS

14

In The Matter Of:

**THE SCRAP SALVAGE DEALER
LICENSE OF DAN ZIZZO, SCRAP STEEL, INC.,
d/b/a ZIZZO'S SCRAP STEEL
1320 – 52nd STREET
KENOSHA, WISCONSIN 53140**

**FINDINGS OF FACT,
CONCLUSIONS OF LAW
& RECOMMENDATIONS**

The Complaint of James Schultz, Director, Department of Neighborhood Services and Inspections for the City of Kenosha, Wisconsin, seeking the non-renewal of the Scrap Salvage Dealer License issued to Dan Zizzo, Scrap Steel, Inc., d/b/a Zizzo's Scrap Steel, came for hearing before the Licensing/Permit Committee on Monday, March 9, 2009.

The members of the License/Permit Committee present at the hearing were: Chairman Ray Misner, Jesse Downing, Anthony Kennedy, Patrick Juliana and Anthony Nudo. The Licensing/Permit Committee was represented by special counsel, Thomas B. Hartley.

The Director, Department of Neighborhood Services and Inspections, was represented by Assistant City Attorney Matthew Knight. The Licensee was represented by Attorney Eugene J. Brookhouse.

NOW, THEREFORE, based upon the evidence received and testimony presented at the hearing, the arguments of counsel for the City of Kenosha, the arguments of the Licensee, the public hearing held in this matter and the discussion by the members of the Licensing/Permit Committee, the Licensing/Permit Committee of the Common Council

for the City of Kenosha makes the following Findings of Fact, Conclusions of Law and Recommendation.

FINDINGS OF FACT

1. The Licensee, Dan Zizzo, is an adult resident of the State of Wisconsin and currently doing business at 1320 – 52nd Street, Kenosha, Wisconsin.

2. The Licensee does business under the trade name of Zizzo Scrap Steel, Inc., d/b/a Zizzo's Scrap Steel and operates a salvage yard at 1320 – 52nd Street, Kenosha, Wisconsin.

3. That on April 22, 2003, the Licensee was initially granted a Scrap Salvage Dealer License hereinafter "License" pursuant to Section 13.01 of the Code of General Ordinances of the City of Kenosha.

4. That the License has each year subsequent to its original application filed applications for renewal of the License.

5. That the Licensee's License has been reviewed by the Council, with their most recent renewal occurring August 4, 2008, subject to a non-renewal hearing on alleged violations of Section 13.01 of the Code of General Ordinances for the City of Kenosha.

6. That on August 8, 2008, there was conducted a site visit by the Licensee and representatives of the Department of Neighborhood Services and Inspections for the City of Kenosha, Wisconsin, and a number of violations of Section 13.01 of the Code of General Ordinances of the City of Kenosha, Wisconsin were noted and a "punch list" was developed on items to be remedied by the Licensee.

7. This matter was originally scheduled for a hearing on September 8, 2008 but was adjourned because work was progressing on the "punch list" items.

8. That the Licensee, as of January 14, 2009, had completed all items on the "punch list" with the exception of two minor items which were in the process of being complied with.

9. That the Licensee has spent considerable funds, time and energy complying with the "punch list" items including the razing of buildings, the restoration/renovation of buildings, new signage, new parking, repairs to a mechanical shredder, and the obtaining of state licensing.

10. And the Licensee has cooperated fully and fairly with the Department of Neighborhood Services and Inspections of the City of Kenosha, Wisconsin.

11. The Licensing/Permit Committee is satisfied by a preponderance of the evidence that the Licensee has achieved substantial compliance with the requirements of Section 13.01 of the Code of General Ordinances of the City of Kenosha, Wisconsin.

CONCLUSIONS OF LAW

1. Pursuant to Section 13.01P. of the Code of General Ordinances for the City of Kenosha, the license of a scrap salvage dealer is subject to suspensions, revocation or non-renewal for operating a scrap salvage yard contrary to the terms of Section 13.01 of the Code of general Ordinances for the City of Kenosha.

2. The Licensing/Permit Committee is satisfied by a preponderance of the evidence that the Licensee is now in substantial compliance of Section 13.01 of the Code of General Ordinances for the City of Kenosha.

3. Based on the evidence received at the hearing on March 9, 2009, the Licensing/Permit Committee believes that the Licensee is in substantial compliance with all the requirements of Section 13.01 of the Code of General Ordinances of the City of

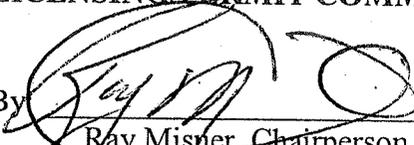
Kenosha and votes unanimously to take no action against the Licensee as renewed on August 4, 2008.

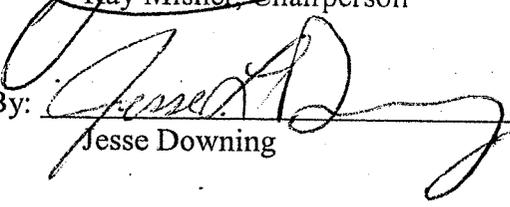
RECOMMENDATION

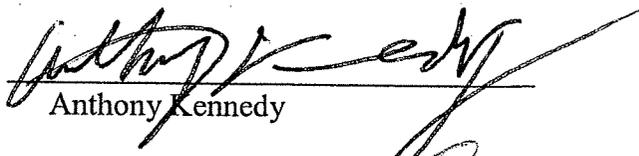
Based upon the allegations of the Complaint, the testimony presented at the hearing, the arguments of counsel for the City of Kenosha, the evidence and arguments of the Licensee, the public hearing held on this matter, the discussion by the members of the Licensing/Permit Committee, and the Findings of Fact and Conclusions of Law set forth above, the Licensing/Permit Committee recommends to the Common Council that no action be taken.

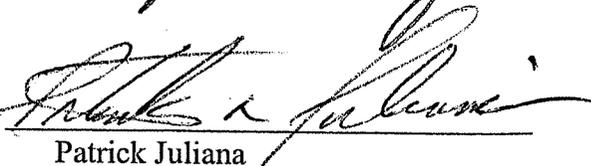
Dated at Kenosha, Wisconsin, this 30th day of March, 2009.

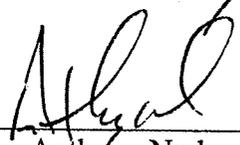
LICENSING/PERMIT COMMITTEE

By: 
Ray Misner, Chairperson

By: 
Jesse Downing

By: 
Anthony Kennedy

By: 
Patrick Juliana

By: 
Anthony Nudo.

Scrap Salvage Collector/Dealer Renewals (license term: 5/1/09-4/30/10)

TYPE	LICENSEE	TRADE	TRADE ADDRESS	LICENSEE ADDRESS	CITY	ST	ZIP
SCRAP SALVAGE COLLECTOR	JAMES PARISE	PRC PARISE RECYCLING CENTER	6415-28TH AVE	6415-28TH AVE	KENOSHA	WI	53143
SCRAP SALVAGE DEALER	JANTZ AUTO SALES INC	JANTZ AUTO SALES	3405 WASHINGTON RD	3405 WASHINGTON RD	KENOSHA	WI	53144
SCRAP SALVAGE DEALER	JANTZ'S YARD 4 AUTO INC	JANTZ'S YARD 4 AUTO	2500 WASHINGTON RD	2500 WASHINGTON RD	KENOSHA	WI	53140
SCRAP SALVAGE DEALER	SCHNEIDER'S AUTO SALES & PARTS	SCHNEIDER'S AUTO SALES	8521 SHERIDAN RD	8521 SHERIDAN RD	KENOSHA	WI	53143

Please Note: As of Tuesday, March 24, 2009, Dan Zizzo Scrap Steel, Inc. has not filed their renewal yet.

Ordinances 1st Reading
April 6, 2009

CHARTER ORDINANCE NO. 36

16

BY: ALDERPERSON MICHAEL J. ORTH

TO REPEAL AND RECREATE PARAGRAPH NUMBER 2, OF CHARTER ORDINANCE NO. 9, AS AMENDED BY CHARTER ORDINANCE NO. 19, TO ADOPT THE STATUTORY TERMINOLOGY OF "ALDERMANIC DISTRICT"

The Common Council of the City of Kenosha, Wisconsin, by Charter Ordinance, pursuant to Sections 66.0101 and 62.09 of the Wisconsin Statutes [2007-2008], do ordain as follows:

Section One: CHARTER ORDINANCE NO. 9, PARAGRAPH NUMBER 2, adopted by Referendum at an election held April 2, 1957, as amended by Charter Ordinance 19, passed by the Common Council on August 7, 1967, and effective on October 6, 1967, is repealed and recreated as follows:

2. That the government of the City of Kenosha be and hereby is organized under Chapter 62 and Sections 64.14, 66.01 and 10.43 of the Wisconsin Statutes for 1955 and acts amendatory thereof, providing for the City Mayor and Aldermanic Plan and that under such form of government the part of Section 62.09(1) of the Wisconsin Statutes providing two aldermen from each ward, as that term was used in 1955, shall be inapplicable and is repealed, and there shall be one alderman from each Aldermanic District, as that phrase was created in 1971 Act 304, of the City; said Mayor to be elected for a term of four (4) years and Aldermen for a term of two years.

Section Two: This Charter Ordinance shall be effective sixty (60) days after its passage by at least a two-thirds (2/3rds) vote of the members of the Common Council, and its publication; unless, within sixty (60) days, it be made subject to a referendum in the manner prescribed by Section 66.0101 of the Wisconsin Statutes.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

REDLINE VERSION

BY: ALDERPERSON MICHAEL J. ORTH

TO REPEAL AND RECREATE PARAGRAPH NUMBER 2, OF CHARTER ORDINANCE NO. 9, AS AMENDED BY CHARTER ORDINANCE NO. 19, TO ADOPT THE STATUTORY TERMINOLOGY OF "ALDERMANIC DISTRICT"

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2. That the government of the City of Kenosha be and hereby is organized under Chapter 62 and Sections 64.14, 66.01 and 10.43 of the Wisconsin Statutes for 1955 and acts amendatory thereof, providing for the City Mayor and Aldermanic Plan and that under such form of government the part of Section 62.09(1) of the Wisconsin Statutes providing two aldermen from each ward, as that term was used in 1955, shall be inapplicable and is repealed, and there shall be one alderman from each ward Aldermanic District, as that phrase was created in 1971 Act 304, of the City; said Mayor to be elected for a term of four (4) years and Aldermen for a term of two (2) years.

Section Two: This Charter Ordinance shall be effective sixty (60) days after its passage by at least a two-thirds (2/3rds) vote of the members of the Common Council, and its publication; unless, within sixty (60) days, it be made subject to a referendum in the manner prescribed by Section 66.0101 of the Wisconsin Statutes.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

17 - 18

**Zoning Ordinances 1st Reading
April 6, 2009**

VOTE SHEET	Kenosha City Plan Commission	Meeting of March 19, 2009	NEW
-------------------	------------------------------	---------------------------	------------

Petition to rezone property at 4235 Green Bay Road from M-2 Heavy Manufacturing District to B-2 Community Business District in conformance with Section 10.02 of the Zoning Ordinance, District #16. (Wamboldt)

ACTION TAKEN	AYES	NOES
APPROVE	7	0
DENY		
RECEIVE AND FILE		
FORWARD TO		
	DATE	COPIES
COMMON COUNCIL	4/6/09 4/20/09	partial 21
FINANCE		
LEGAL	3/20/09	1
PUBLIC WORKS		
PARKS		
WATER UTILITY		


 Rich Schroeder
 Assistant City Planner

REZONING ORDINANCE NO. _____

BY: THE MAYOR

Zoning: TO REZONE PROPERTY LOCATED AT 4235 GREEN BAY ROAD
FROM M-2 HEAVY MANUFACTURING DISTRICT TO B-2 COMMUNITY
BUSINESS DISTRICT [Wamboldt]

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. Z4-09 be, and the same hereby is, zoned and districted as indicated on said map.

Section Two: The development of the property shall be consistent with the conceptual development plan for the property being rezoned, submitted by the property owner/developer on the 19th day of March, 2009, as required in Section 10.02 A. of the Zoning Ordinance.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

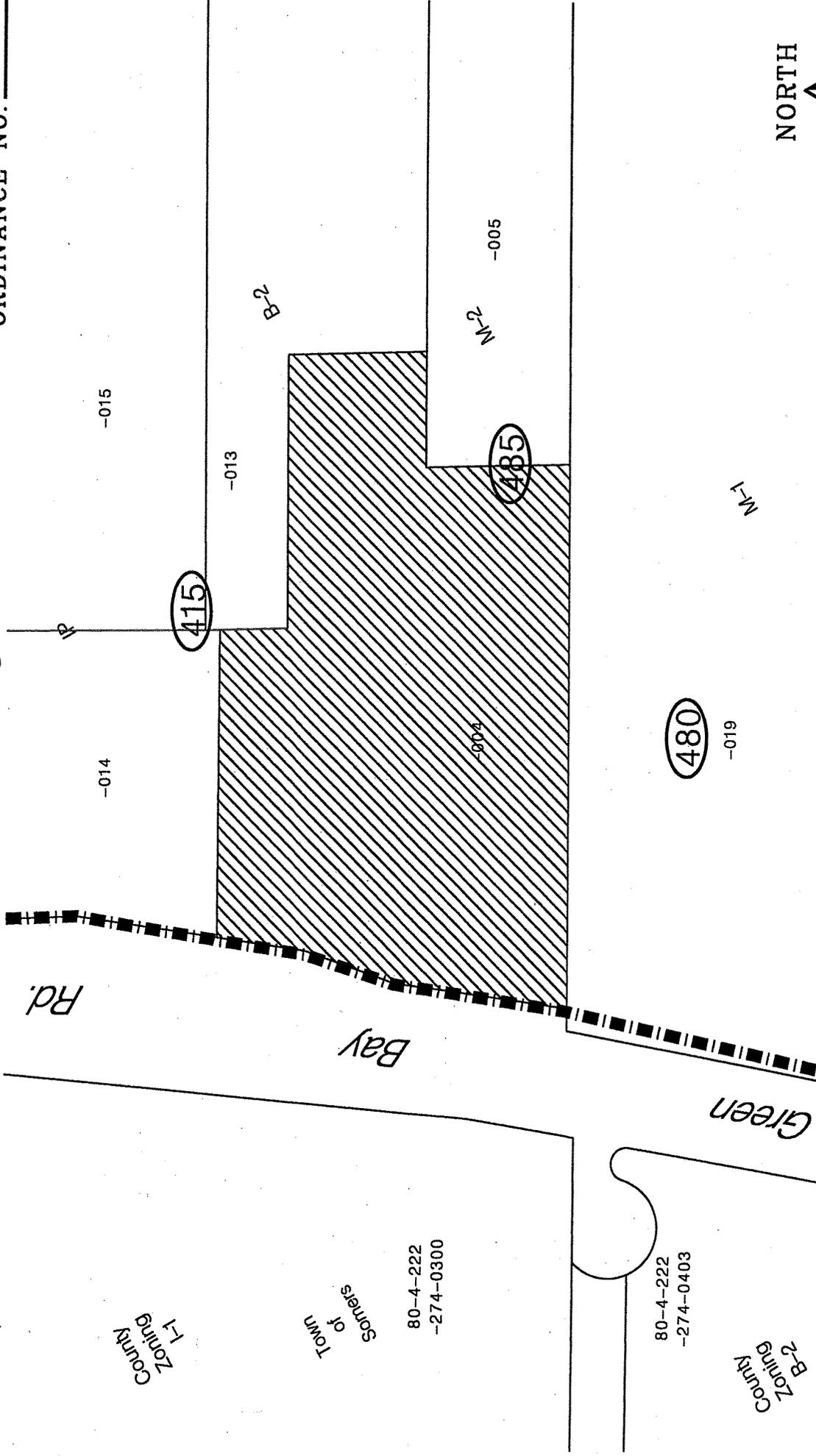
CITY OF KENOSHA

District Map

SUPPLEMENT NO. Z4-09
ORDINANCE NO.

Wamboldt Petition

Rezoning



Rd.

Bay

Green

County Zoning L-1

Town Sorters of

80-4-222
-274-0300

80-4-222
-274-0403

County Zoning B-2

Property to be rezoned from:

- M-2 Heavy Industrial to
- B-2 Community Business

County Zoning B-2

222-27-4

VOTE SHEET	Kenosha City Plan Commission	Meeting of March 19, 2009	NEW
-------------------	------------------------------	---------------------------	------------

Petition to rezone a portion of properties located at 5001 and 5011 47th Avenue from RS-1 Single-Family Residential District to RD Two-Family Residential District in conformance with Section 10.02 of the Zoning Ordinance, District #16. (Apostoli)

ACTION TAKEN	AYES	NOES
APPROVE	7	0
DENY		
RECEIVE AND FILE		
FORWARD TO		
	DATE	COPIES
COMMON COUNCIL	4/6/09 4/20/09	partial 21
FINANCE		
LEGAL	3/20/09	1
PUBLIC WORKS		
PARKS		
WATER UTILITY		


 Rich Schroeder
 Assistant City Planner

REZONING ORDINANCE NO. _____

BY: THE MAYOR

Zoning: TO REZONE A PORTION OF PROPERTIES LOCATED AT 5001 AND 5011 - 47TH AVENUE FROM RS-1 SINGLE-FAMILY RESIDENTIAL DISTRICT TO RD TWO-FAMILY RESIDENTIAL DISTRICT [Apostoli]

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. Z5-09 be, and the same hereby is, zoned and districted as indicated on said map.

Section Two: The development of the property shall be consistent with the conceptual development plan for the property being rezoned, submitted by the property owner/developer on the 19th day of March, 2009, as required in Section 10.02 A. of the Zoning Ordinance.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

CITY OF KENOSHA

District Map

Rezoning

SUPPLEMENT NO. Z5-09

ORDINANCE NO. _____

Apostoli Petition

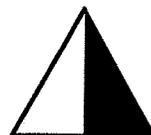


Property to be rezoned from:

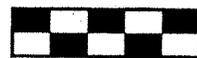
 *RS-1 Single Family Residential to*
 *RD Two-Family Residential*

 *Municipal Boundary*

NORTH



0 100'



19 - 20

**Ordinances 2nd Reading
April 6, 2009**

ORDINANCE NO. _____

BY: ALDERMAN DAVID F. BOGDALA

This Draft Includes
Changes Requested By
The Sponsor Prior To
The First Reading

TO REPEAL AND RECREATE SECTION 2.02 A.; AND, TO REPEAL AND RECREATE SECTION 2.02 D.5. OF THE CODE OF GENERAL ORDINANCES REGARDING THE SUBMISSION OF AN ITEMIZED BUDGET, AND THE REVIEW, REPORTS AND ADOPTION OF THE CAPITAL IMPROVEMENT PLAN OF THE CITY BUDGET

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

Section One: Section 2.02 A. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

A. Submission. The Mayor shall submit to the Council not later than the first Monday of October, an itemized budget for the ensuing fiscal year prepared in accordance with §65.90 of the Wisconsin Statutes.

Section Two: Section 2.02 D.5. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

5. Review and Report by the City Plan Commission, Committees of Council; Adoption by the Common Council.

a. Submission By The Mayor. On or before the first Monday in October of each year, the Mayor shall present a proposed Capital Improvement Plan to the Common Council and the City Plan Commission.

b. Recommendation By The City Plan Commission. On or before November 1 of each year, the City Plan Commission shall make recommendations to the Finance Committee regarding the proposed Capital Improvement Plan. The recommendation of the City Plan Commission to the Finance Committee shall also be directed to the Common Council's Committees on Finance, Public Safety and Welfare, and Public Works.

Prior to making its recommendation, the City Plan Commission shall seek the recommendations and assistance of the Departments of Finance and City Development, and shall hold a public hearing.

c. Recommendation of The Committee on Public Safety and Welfare. On or before November 15 of each year, the Committee on Public Safety and Welfare shall make recommendations to the Finance Committee regarding those portions of the proposed Capital Improvement Plan related to the Police

Department, the Fire Department and/or the Department of Neighborhood Services and Inspections.

d. Recommendation of The Public Works Committee. On or before November 15 of each year, the Public Works Committee shall make recommendations to the Finance Committee regarding those portions of the proposed Capital Improvement Plan related to the Departments of Public Works, Airport and Transportation.

e. Recommendation of Finance Committee. On or before December 1 of each year, the Finance Committee shall make a recommendation to the Common Council regarding the proposed Capital Improvement Plan.

f. Common Council Approval. Prior to the adoption of the annual operating budget, but no later than its second regular meeting in December, and after holding a public hearing and considering the recommendations of the Finance Committee, the Common Council shall adopt the Capital Improvement Plan.

Section Three: This Ordinance shall become effective upon passage

and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

ORDINANCE NO. _____

REDLINE VERSION

BY: ALDERMAN DAVID F. BOGDALA

**This Draft Includes
Changes Requested By
The Sponsor Prior To
The First Reading**

**TO REPEAL AND RECREATE SECTION 2.02 A.; AND, TO
REPEAL AND RECREATE SECTION 2.02 D.5. OF THE
CODE OF GENERAL ORDINANCES REGARDING THE
SUBMISSION OF AN ITEMIZED BUDGET, AND THE
REVIEW, REPORTS AND ADOPTION OF THE CAPITAL
IMPROVEMENT PLAN OF THE CITY BUDGET**

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

Section One: Section 2.02 A. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

A. Submission. The Mayor shall submit to the Council not later than the first Monday of October, ~~November 7th~~ an itemized budget for the ensuing fiscal year prepared in accordance with §65.90 of the Wisconsin Statutes.

Section Two: Section 2.02 D.5. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

5. Review and Report by the City Plan Commission, Finance and Committees of Council; and Adoption by the Common Council. ~~The City Plan Commission shall recommend to the Finance Committee a proposed Capital Improvement Plan. In the process of its review, the Commission shall receive the recommendation and assistance of the Departments of Finance and City Development and hold a public hearing.~~

a. Submission By The Mayor. On or before the first Monday of October of each year, the Mayor shall present a proposed Capital Improvement Plan to the Common Council and the City Plan Commission.

b. Recommendation By The City Plan Commission. On or before November 1 of each year, the City Plan Commission shall make recommendations to the Finance Committee regarding the proposed Capital Improvement Plan. The recommendation of the City Plan Commission to the Finance Committee shall also be directed to the Committees on Public Safety and Welfare, and Public Works.

Prior to making its recommendation, the City Plan Commission shall seek the recommendations and assistance of the Departments of Finance and City Development, and shall hold a public hearing.

c. Recommendation of The Committee on Public Safety and Welfare. On or before November 15 of each year, the Committee on Public Safety and Welfare shall make recommendations to the Finance Committee regarding those portions of the proposed Capital Improvement Plan related to the Police Department, the Fire Department and/or the Department of Neighborhood Services and Inspections.

d. Recommendation of the Public Works Committee. On or before November 15 of each year, the Public Works Committee shall make recommendations to the Finance Committee regarding those portions of the proposed Capital Improvement Plan related to the Departments of Public Works, Airport and Transportation.

e. Recommendation of Finance Committee. On or before December 1 of each year, the Finance Committee shall make a recommendation to the Common Council regarding the proposed Capital Improvement Plan.

f. Common Council Approval. ~~Prior to the adoption of the annual operating budget and after holding a public hearing, the Finance Committee shall recommend to the Common Council a proposed Capital Improvement Plan.~~ Prior to the adoption of the annual operating budget, but no later than its second regular meeting in December, and after holding a public hearing and considering the recommendations of the Finance Committee, the Common Council shall adopt the Capital Improvement Plan.

Section Three: This Ordinance shall become effective upon passage

and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
KENOSHA, WISCONSIN 53140
(262) 653-4030
FAX (262) 653-4045
www.kenosha.org



20
CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Mayor Keith Bosman
Members of the Common Council

FROM: Michael Maki, Department of City Development *mm*

RE: **ATTACHMENT AND TEMPORARY ZONING DISTRICT CLASSIFICATION**

DATE: March 6, 2009

Attached is an ordinance regarding the property petitioned to be attached to the City of Kenosha from the Town of Somers. The attachment area is located at 4710 and 4722 47th Avenue, and consists of 7.381 acres, more or less.

The attachment is a Unanimous Consent Petition and is consistent with the City of Kenosha/Town of Somers State Approved Cooperative Plan.

Other pertinent information regarding this attachment petition include the following:

The attachment area is located within the Area B agreement boundary with the Town of Somers.

Existing development: Undeveloped
Proposed land use(s): Unknown
Projected population: -0-
Development schedule: N/A

Owner's Name(s)	Property Address	Parcel Number
City of Kenosha	4710 47th Avenue	80-4-222-352-0340
City of Kenosha	4722 47th Avenue	80-4-222-352-0361
City of Kenosha	---	80-4-222-352-0381

MM:kas
Attachment

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

Parcel Nos. 80-4-222-352-0340;
80-4-222-352-0361; and, 80-4-222-352-0381,
Town of Somers
[City of Kenosha - Property Owners]

ORDINANCE NO. _____

BY: THE MAYOR

Attaching to the City of Kenosha, Wisconsin, territory in the Town of Somers, Kenosha County, Wisconsin, and providing temporary 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, do ordain as follows:

Section One: Territory Attached. In accordance with City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005, the territory in the Town of Somers, Kenosha County, Wisconsin, with an associated population of eleven (11), described on the attached legal description, Attachment "A", and map, Attachment "B", is hereby attached to the City of Kenosha, Wisconsin, as hereinafter provided.

Section Two: Effect of Attachment. From and after April 11, 2009, the date of attachment, the territory described in Section One shall be a part of the City of Kenosha for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all Ordinances, rules and regulations governing the City of Kenosha.

Section Three: Temporary Zoning District Classifications. The territory described in Section One, upon attachment, shall have the temporary zoning district classifications shown on Attachment "C", which zones the territory under the most restrictive classification of the City Zoning Ordinance. This temporary zoning district classification shall be and remain in effect for each parcel of land described therein until this Temporary Zoning District Classification Ordinance is amended as prescribed in Section 62.23(7)(d), Wisconsin Statutes.

Section Four: District and Ward Designation. The territory described in Section One is hereby made a part of the 38th Ward of the 16th District of the City of Kenosha, subject to the

Ordinances, rules and regulations of the City governing Wards and Districts. The County Board of Supervisors for Kenosha County is requested to have the attached area included in the same District and Ward for the County Supervisory seat as for the City Aldermanic seat.

Section Five: 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 Six: Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section Seven: Effective Date. This Ordinance, the Attachment, and the Temporary Zoning District Classifications shall take effect upon passage, publication and April 11, 2009, as provided by law.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

**PETITION OF PROPERTY OWNERS 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.

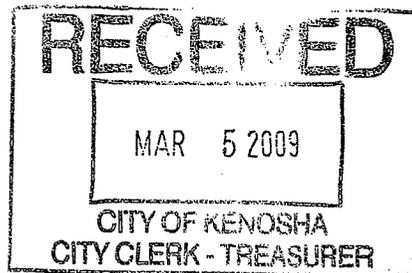
The current population of the territory to be attached as defined by Section 66.0217(5)(a) of the Wisconsin Statutes is 0.

Legal Description:

Part of the Northeast Quarter and part of the Northwest Quarter of Section 35, Town 2 North, Range 22 East of the Fourth Principal Meridian lying and being in Somers Township, Kenosha County, Wisconsin and more particularly described as follows:

Commencing at the southeast corner of the Northwest Quarter of said Section 35; thence North 1°58'45" West along the east line of said Quarter Section, 1,452.00 feet; thence west parallel to the south line of said Quarter Section, and along the present corporate limits of the City of Kenosha, 410.00 feet to the point of beginning; thence continuing west parallel to the south line of said Quarter Section, 580.00 feet to the southwest corner of the parcel of land described in a Warranty Deed from Anthony and Angeline Taglianetti to Richard Crow on December 18, 1978 and recorded in Volume 1036, Pages 729-30, Document 646280 with the Kenosha County Register of Deeds Office; thence north along the west line of the parcel of land described in said document, and in part, along the present corporate limits of the City of Kenosha, 415.00 feet to the northwest corner of said parcel of land; thence east along the north line of the parcel of land described in said document, 660.00 feet to a point which is 330.00 feet west of the east line of said Quarter Section; thence south parallel to the east line of said Quarter Section, 55.00 feet; thence east parallel to the north line of said Quarter Section, 289.99 feet to a point on the west line of 47th Avenue which is 847.00 feet south of the north line of said Quarter Section; thence north along said west line, 29.70 feet; thence east parallel to the north line of said Quarter Section, and along the present corporate limits of the City of Kenosha, 40.01 feet to a point on the west line of the Northeast Quarter of said Section 35 which is 817.30 south of the northwest corner of said Quarter Section; thence east along the westerly extension of the south line of Parcel "B" of Certified Survey Map 740, and along said present corporate limits, a distance of 40.02 feet to the east line of 47th Avenue; thence south along said east line, 72.40 feet, more or less, to the northwest corner of Lot 4 of Certified Survey Map 1375; thence west along the westerly extension of the north line of said Lot 4, and along said present corporate limits, a distance of 40.02 feet to the east line of the Northwest Quarter of said Section 35; thence south along said east line, and along said present corporate limits, 12.30 feet, more or less, to a point which is 902.00 feet south of the northeast corner of said Quarter Section; thence west parallel to the north line of said Quarter Section, and along said present corporate limits, 330.00 feet; thence south parallel to the east line of said Quarter Section, and along said present corporate limits, 66.00 feet; thence east parallel to the north line of said Quarter Section, and along said present corporate limits, 289.99 feet to the west line of 47th Avenue; thence south along said west line, and along said present corporate limits, 66.25 feet, more or less, to the north line of the parcel of land described in a Warranty Deed from Anthony and Angeline Taglianetti to Glen and Rosemarie Spencer on March 16, 1971 and recorded in Volume 842, Page 413, Document 530175 with the Kenosha County Register of Deeds Office; thence west along the north line of the parcel of land described in said Document 530175, and along said present corporate limits, 159.98 feet to the northwest corner of said parcel of land; thence south along the west line, and its extension southerly, of the parcel of land described in said document, 92.00 feet to the north line of the parcel of land described in a Warranty Deed from Hans Hanson to Jerald Hanson on April 30, 1971 and recorded in Volume 850, Page 171, Document 533399 with the Kenosha County Register of Deeds Office; thence west along the north line of the parcel of land described in said Document 533399, and along said present corporate limits, 210.00 feet to the northwest corner of said parcel of land; thence south along the west line of the parcel of land described in said document, 88.00 feet to the point of beginning; containing 7.381 acres of land, more or less.

Date	Signature of Petition/Owner	Mailing Address/Phone Number
3/5/09	<i>Michael J. Jagger</i>	625 52 nd St Kenosha, WI
	City Clerk - Treasurer, City Agent	202-653-4020



CITY OF KENOSHA
DISTRICT MAP
 ATTACHMENT ORDINANCE

SUPPLEMENT NO. **A11-09** ACCOMPANYING ORD. NO.

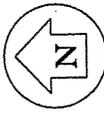
CITY OF KENOSHA PETITION

80-4-222-352-0320

80-4-222-352-0330

(RECORDED AS) **660.00'**

(RECORDED AS PARALLEL TO THE NORTH LINE
 OF THE NORTHWEST QUARTER OF SECTION 35)



SCALE 1" = 100'
 0' 100' 200'

REFERENCE SURVEY: MAY 1978
 R. L. SMITH SURVEY FOR
 TAG'S AUTO SERVICE

DENOTES AREA TO BE ATTACHED
 DENOTES PRESENT CITY OF
 KENOSHA CORPORATE LIMITS

(RECORDED AS PARALLEL TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 35)

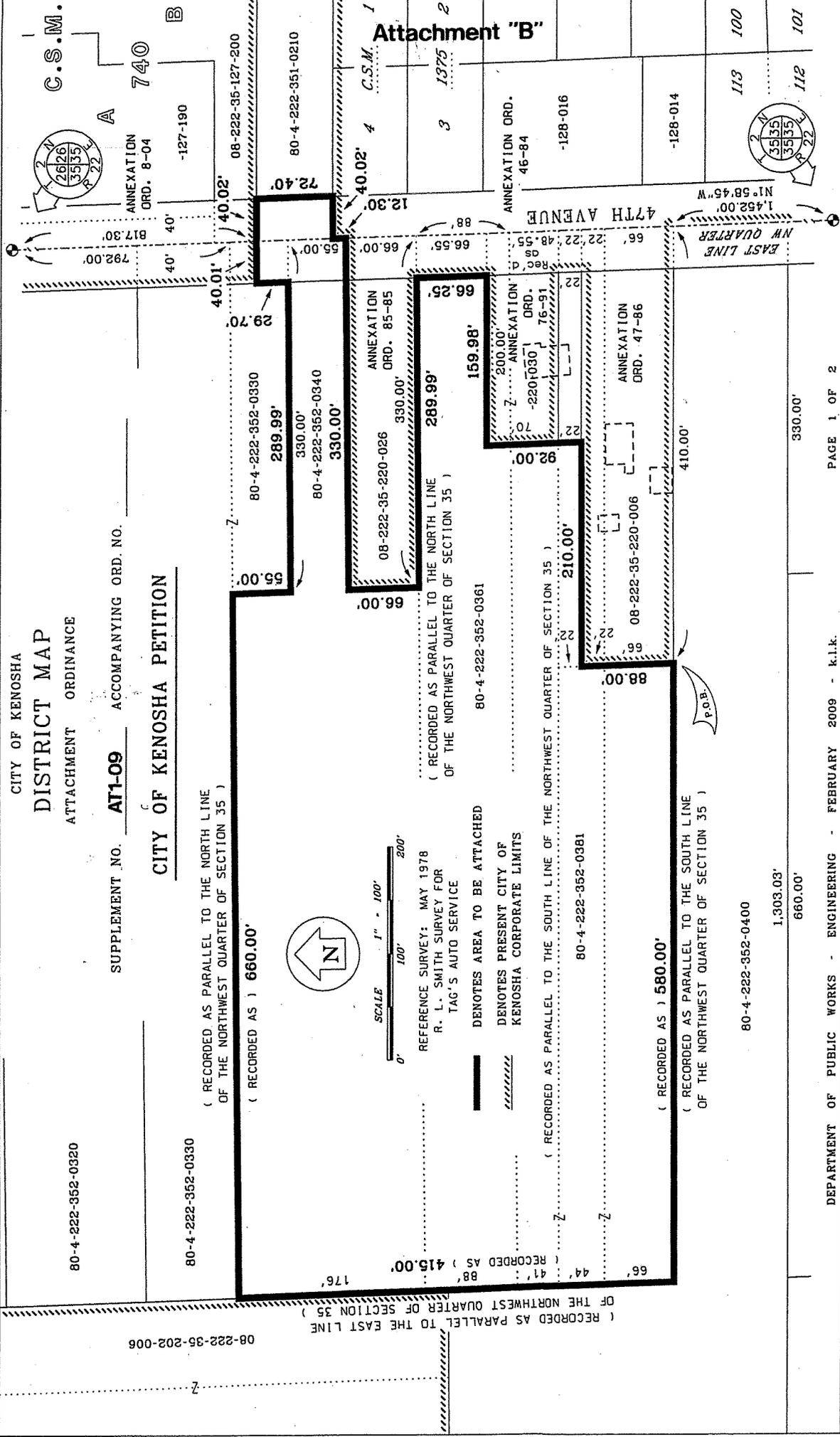
(RECORDED AS) **580.00'**

(RECORDED AS PARALLEL TO THE SOUTH LINE
 OF THE NORTHWEST QUARTER OF SECTION 35)

80-4-222-352-0400

1,303.03'

660.00'



Attachment "B"

C.S.M.

740

ANNEXATION
 ORD. 8-04

B

-127-190

08-222-35-127-200

80-4-222-351-0210

72.40'

40.02'

12.30'

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CITY OF KENOSHA

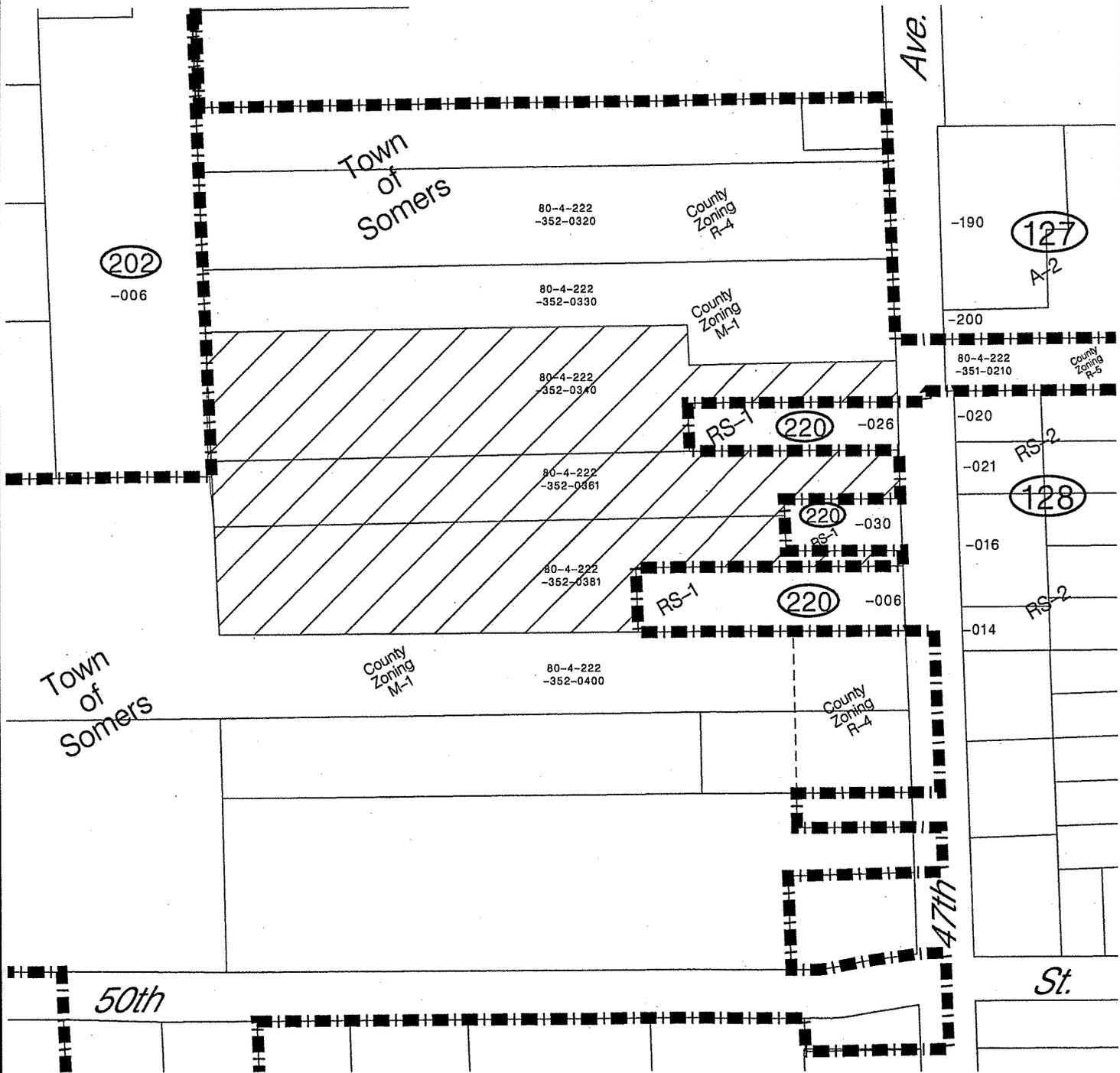
Temporary Zoning District Classification Map

Attachment "C"

SUPPLEMENT NO. AT6-08

ORDINANCE NO. _____

City of Kenosha Petition



Property to be zoned:

-  A-2 Agricultural Land Holding
-  Air-4 Airport Overlay District Overflight

 Municipal Boundary

NORTH



0 200'



21 - 22

**Zoning Ordinances 2nd Reading
April 6, 2009**

VOTE SHEET	Kenosha City Plan Commission	Meeting of March 5, 2009	
-------------------	---------------------------------	-----------------------------	--

Petition to rezone properties at 2619, 2621 and 2623 30th Avenue from B-1 Neighborhood Business District to B-2 Community Business District in conformance with Section 10.02 of the Zoning Ordinance, District #5. (Infusino)

ACTION TAKEN	AYES	NOES
APPROVE	9	0
DENY		
RECEIVE AND FILE		
FORWARD TO	DATE	COPIES
COMMON COUNCIL	3/16/09 4/6/09	
FINANCE		
LEGAL	3/6/09	
PUBLIC WORKS		
PARKS		
WATER UTILITY		
EMAIL TO CLERKS		
PUBLIC NOTICE	3/13	3/20


 Rich Schroeder
 Assistant City Planner

FACT SHEET	City Plan Division 625 - 52 nd Street Kenosha, WI 53140 (262) 653-4030	March 5, 2009	Item /
Kenosha City Plan Commission			

Petition to rezone properties at 2619, 2621 and 2623 30th Avenue from B-1 Neighborhood Business District to B-2 Community Business District in conformance with Section 10.02 of the Zoning Ordinance, District #5. (Infusino) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: 2619, 2621 and 2623 30th Avenue

Vicinity Zoning/Land Use

North: RM-2/Undeveloped
 South: IP and RS-2/Bank with drive thru and Single-Family Residential
 East: RS-2/Single-Family Residential
 West: B-1 and RM-2/Commercial and Multiple-Family Residential

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Carpenter, has been notified. Property owners within 100 feet of the proposed rezoning have also been notified. This item will also be reviewed by the Common Council.

ANALYSIS:

- The owner of the property has requested to rezone the property from B-1 Neighborhood Business District to B-2 Community Business District. The purpose of the rezoning is to permit operation of a full-service bar and restaurant in the existing building.
- Rezoning of the property to B-2 Community Business District is consistent with the existing land uses in the area.
- The proposed restaurant use is permitted under the existing B-1 zoning. The proposed change would permit the bar.

RECOMMENDATION:

A recommendation is made to approve the rezoning.



 Doug Kurzeja, Planner
 1CPC/2009/Mar5/fact-rezone-infusino



 Jeffrey B. Labahn, Director of City Development

CITY OF KENOSHA

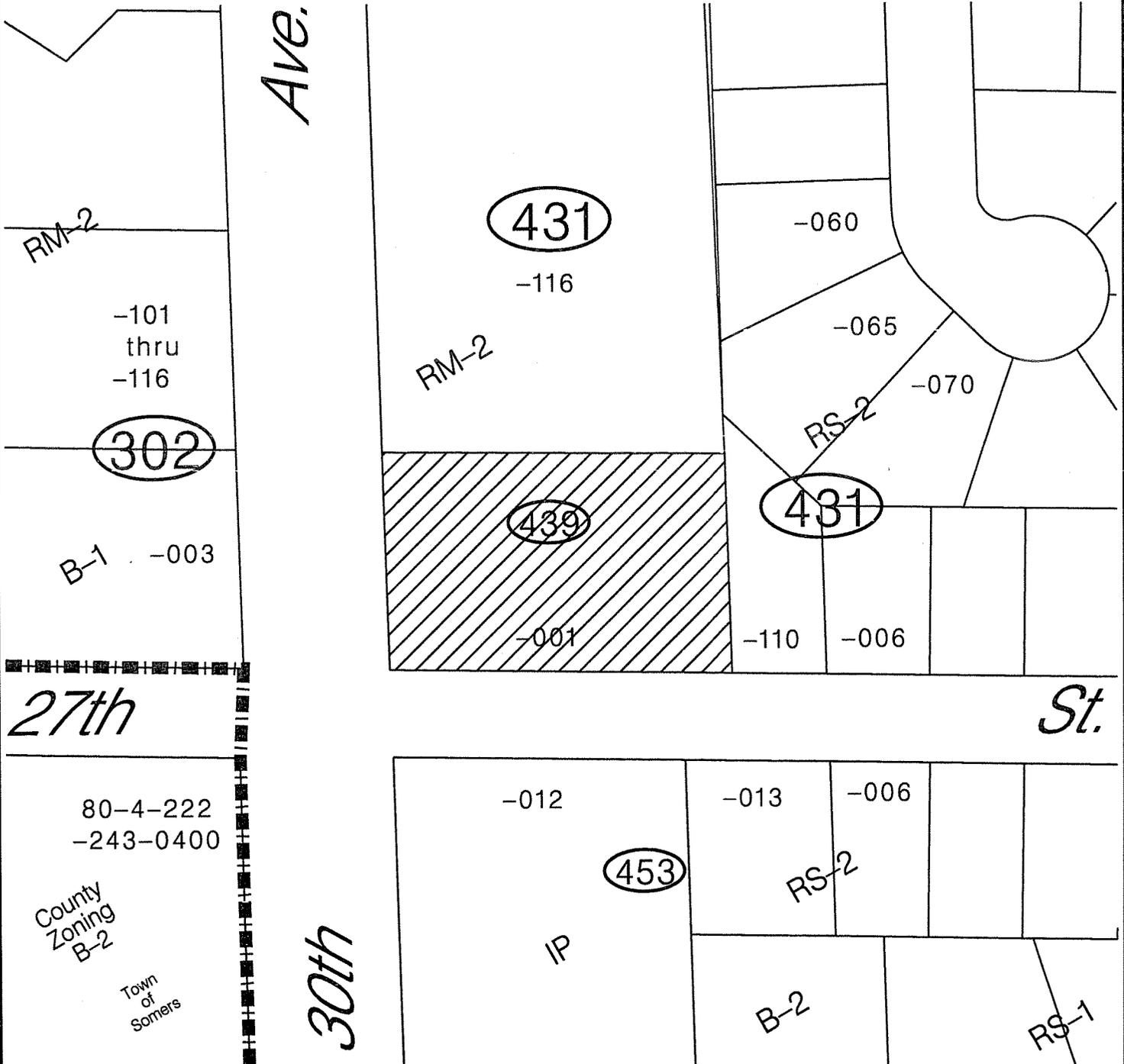
District Map

Rezoning

SUPPLEMENT NO. Z2-09

ORDINANCE NO. _____

Infusino Petition

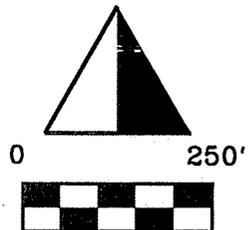


Property to be rezoned from:

 B-1 Neighborhood Business to
B-2 Community Business

 Municipal Boundary

NORTH



The Honorable Mayor
And Members of the Common Council
Kenosha, WI

Dear Members of the Common Council:

It is requested that my property located at 2619-2621-2623-30th Ave. be rezoned from b1 to b2. The purpose of the rezoning is to permit a full service restaurant and bar.

Attached is a conceptual development plan including building, site development, land use and operational plans as required by Section 10 of the City of Kenosha Zoning Ordinance, and a receipt of the zoning fee. I understand that the development of the referenced property proposed for rezoning is required to be consistent with the conceptual development plans submitted with my rezoning petition.

Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to Emil Infusino at 2623-30th Ave. I can be reached at (262) 515-0010 if there are any questions regarding my request for the rezoning.

Sincerely,



Current Property Owner

**Rezoning Application
City of Kenosha, Wisconsin**

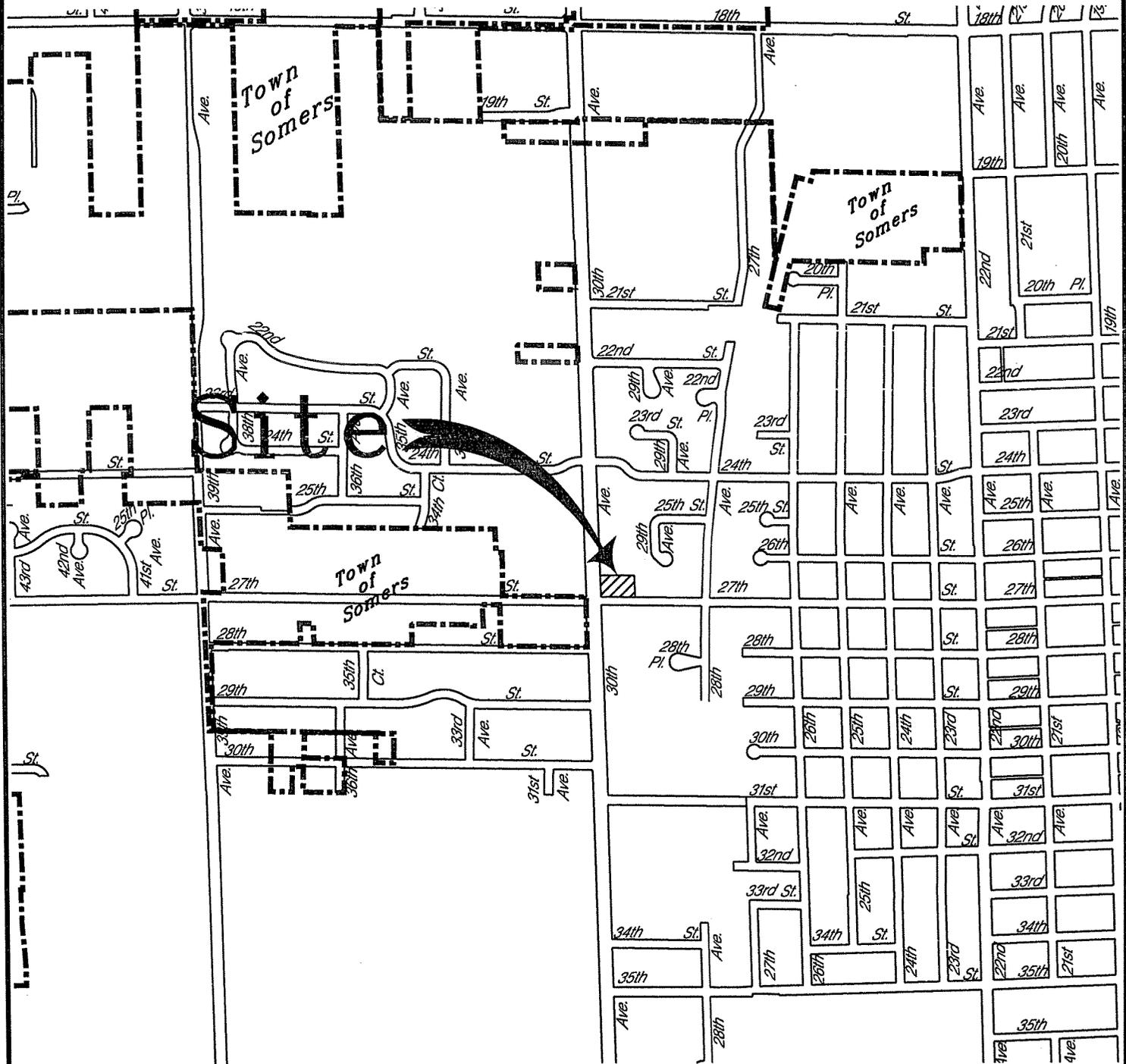
<i>Applicant Information</i>	
Name of applicant: <i>Emilio Infusino</i>	
Address of applicant: <i>2619 - 2621 - 2623 - 30th Ave. Kenosha, WI. 53144</i>	
Home Phone: <i>(262) 515-0010</i>	Work Phone: <i>(262) 551-0886</i>
<i>Property Owner Information</i>	
Property Owner (if different than applicant):	
Address:	
Home Phone:	Work Phone:
<i>Property Information</i>	
Address or parcel number of subject property: <i>2619 - 2621 - 2623 - 30th Ave. Kenosha, WI. 53144</i>	
Current Zoning District: <i>B1</i>	Proposed Zoning District: <i>B2</i>
Proposed Type of Rezoning: (check all applicable) <input type="checkbox"/> <i>Single-family residential</i> <input type="checkbox"/> <i>Two-family residential</i> <input type="checkbox"/> <i>Multi-family residential (3 or more units)</i> <input checked="" type="checkbox"/> <i>Institutional, Commercial or Industrial</i>	
Staff Use Only Fee collected: \$ _____ Date: _____ By: _____ (initials)	

Applicant shall be responsible for completing this application, as well as submitting the rezoning request letter (sample attached).

CITY OF KENOSHA

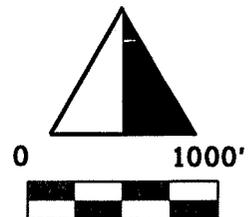
Vicinity Map

Infusino Rezoning



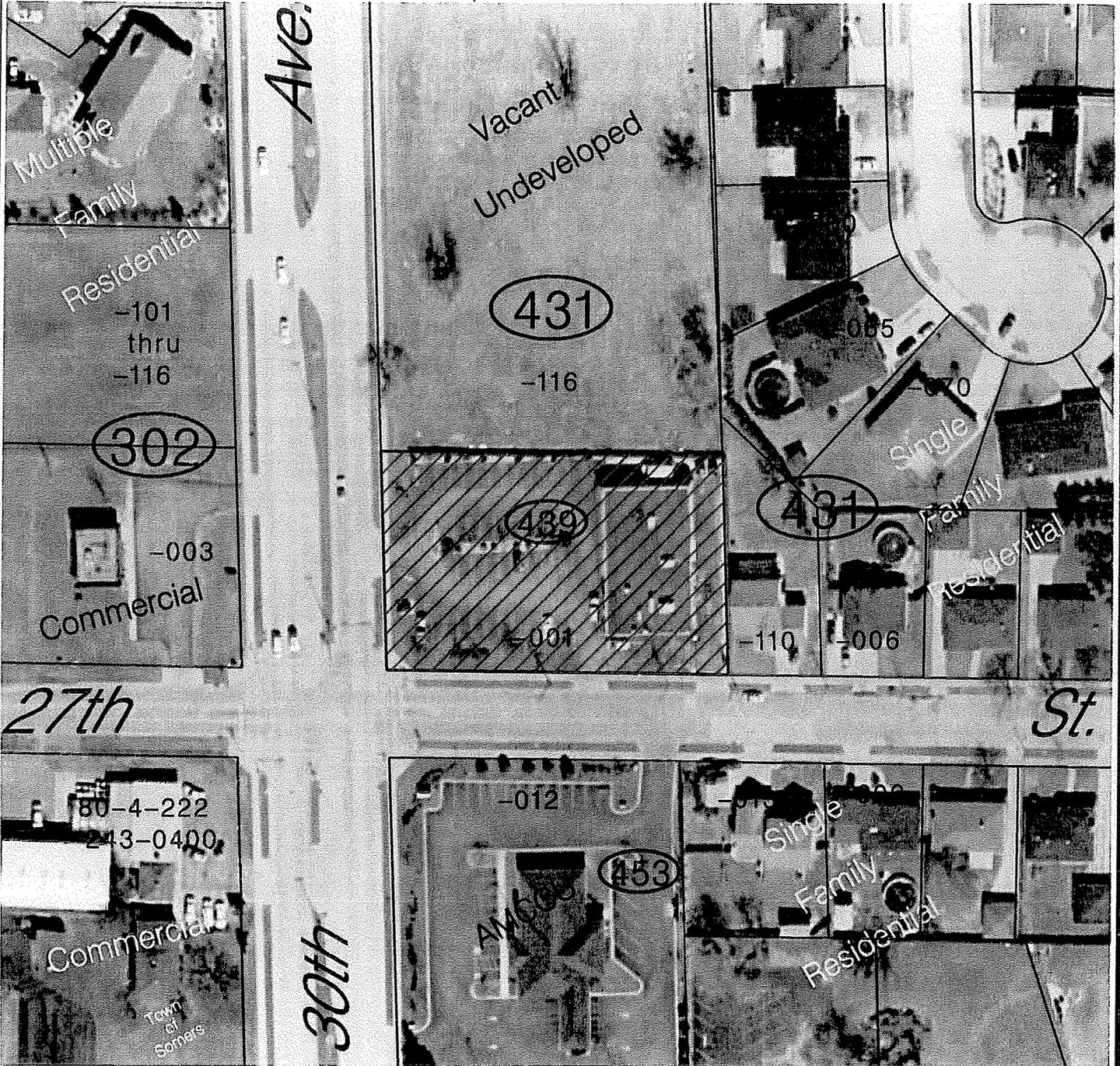
----- Municipal Boundary

NORTH



Land Use Map

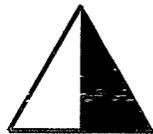
Infusino Rezoning



 *Property to be rezoned*

 *Municipal Boundary*

NORTH



0 100'



VOTE SHEET	Kenosha City Plan Commission	Meeting of March 5, 2009	
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To Amend Section 12.0 B. of the Zoning Ordinance for the City of Kenosha, WI, by adding thereto the definition of the terms Artisan, Artisan Manufacturing, Artisan Studio, Handmade and Nuisance; and to create Sections 3.13 A.1.dd., 3.13 B.6., 3.14 A.2.ee., 3.14 B.10, 3.15 A.2.ee., 3.15 B.9., 3.155 A.4.ee. and 3.155 C.11. of the Zoning Ordinance to permit Artisan Studios or Artisan Manufacturing in the B-1 Neighborhood Business District, the B-2 Community Business District, the B-3 Central Business District, and the B-4 Mixed-Use District, respectively.

ACTION TAKEN	AYES	NOES
APPROVE	9	0
DENY		
RECEIVE AND FILE		
FORWARD TO	DATE	COPIES
COMMON COUNCIL	3/16/09 4/06/09	
FINANCE		
LEGAL		
PUBLIC WORKS		
PARKS		
WATER UTILITY		
EMAIL TO CLERKS		
PUBLIC NOTICE	3/13	3/20



Rich Schroeder
Assistant City Planner

FACT SHEET	City Plan Division 625 - 52 nd Street Kenosha, WI 53140 (262) 653-4030	March 5, 2009	Item 3
Kenosha City Plan Commission			

To Amend Section 12.0 B. of the Zoning Ordinance for the City of Kenosha, WI, by adding thereto the definition of the terms Artisan, Artisan Manufacturing, Artisan Studio, Handmade and Nuisance; and to create Sections 3.13 A.1.dd., 3.13 B.6., 3.14 A.2.ee., 3.14 B.10, 3.15 A.2.ee., 3.15 B.9., 3.155 A.4.ee. and 3.155 C.11. of the Zoning Ordinance to permit Artisan Studios or Artisan Manufacturing in the B-1 Neighborhood Business District, the B-2 Community Business District, the B-3 Central Business District, and the B-4 Mixed-Use District, respectively. PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: City-wide

NOTIFICATIONS/PROCEDURES:

This item will also be reviewed by the Common Council.

ANALYSIS:

- The proposed ordinance will allow, as a permitted use, artisan studios and artisan retail sales in the B-1, B-2, B-3 and B-4 Commercial zoning districts. Artisan manufacturing (limited on-site production of hand made items) is allowed as an accessory use to artisan studios in those same zoning districts.
- The proposed Ordinance was created after reviewing other municipal ordinances that allow such uses. (i.e. Galena, Illinois; Cedarburg, Wisconsin; Long Grove, Illinois and Santa Fe, New Mexico)

RECOMMENDATION:

A recommendation is made to approve the attached Ordinance.


 Mike Maki, AICP, Planner
 1CPC/2008/Mar5/fact-zo-artisan


 Jeffrey B. Labahn, Director of City Development

ZONING ORDINANCE NO. _____

BY: CITY PLAN COMMISSION

TO AMEND SECTION 12.0 B. OF THE ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN, BY ADDING THERETO THE DEFINITION OF THE TERMS "ARTISAN", "ARTISAN MANUFACTURING", "ARTISAN STUDIO", "HANDMADE" AND "NUISANCE"; AND, TO CREATE SECTIONS 3.13 A.1.dd., 3.13 B.6., 3.14 A.2.ee., 3.14 B.10, 3.15 A.2.ee., 3.15 B.9., 3.155 A.4.ee. and 3.155 C.11. OF THE ZONING ORDINANCE TO PERMIT ARTISAN STUDIOS OR ARTISAN MANUFACTURING IN THE B-1 NEIGHBORHOOD BUSINESS DISTRICT, THE B-2 COMMUNITY BUSINESS DISTRICT, THE B-3 CENTRAL BUSINESS DISTRICT, AND THE B-4 MIXED-USE DISTRICT, RESPECTIVELY

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

Section One: Section 12.0 B. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended by adding thereto the following definitions:

Artisan. A skilled manual worker who crafts items, including, but not limited to, food, clothing, jewelry, household items, pottery, sculptures, and tools.

Artisan Manufacturing. The on-site production of handmade items by an artisan or group of artisans that is conducted within an artisan studio.

Artisan Studio. Artisan Studio shall mean a building or portion thereof used for the purpose of the display and sale of individually crafted handmade items.

Handmade. The design and creation of items from raw materials and its finishing and decoration accomplished by hand labor and/or by manually controlled methods that permit the maker to control and vary the construction, shape, design, and/or finish of each individual piece, but does not exclude the use of hand tools and equipment, nor does it exclude the hand assembly of pre-manufactured components in a creative manner.

Nuisance. A wrong that arises from the unreasonable, unwarranted, or unlawful use by a person of his/her own property, either real or personal, or from his/her own improper, indecent, or unlawful personal conduct, which wrong works as an obstruction of or injury to the right of another or of the public, which wrong interferes with the comfortable enjoyment of life or property, which wrong obstructs the free passage or use, in the customary manner, of any navigable lake or river, bay, stream, canal, or basin, or any public

park, square, street or highway, or which wrong produces material annoyance, inconvenience, discomfort, or hurt. When used in the context of sound, "nuisance" is further characterized as a sound which annoys or disturbs a reasonable person of normal sensibilities.

Section Two: Section 3.13 A.1.dd. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows:

dd. Artisan studio.

Section Three: Section 3.13 B.6. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows:

6. Artisan manufacturing conducted wholly within an enclosed building. Such production of items shall be an accessory use to an artisan studio and shall not cause, create or result in noxious odors, smoke, dust, or dirt, or cause objectionable sounds of an intermittent nature which become a nuisance to adjacent uses.

Section Four: Section 3.14 A.2.ee. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows:

ee. Artisan studio.

Section Five: Section 3.14 B.10. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows:

10. Artisan manufacturing conducted wholly within an enclosed building. Such production of items shall be an accessory use to an artisan studio and shall not cause, create or result in noxious odors, smoke, dust, or dirt, or cause objectionable sounds of an intermittent nature which become a nuisance to adjacent uses.

Section Six: Section 3.15 A.2.ee. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows:

ee. Artisan studio.

Section Seven: Section 3.15 B.9. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows:

9. Artisan manufacturing conducted wholly within an enclosed building. Such production of items shall be an accessory use to an artisan studio and shall not cause, create or result in noxious odors, smoke, dust, or dirt, or cause objectionable sounds of an intermittent nature which become a nuisance to adjacent uses

Section Eight: Section 3.155 A.4.ee. of the Zoning Ordinance for the

City of Kenosha, Wisconsin, is hereby created as follows:

ee. Artisan studio.

Section Nine: Section 3.155 C.11. of the Zoning Ordinance for the

City of Kenosha, Wisconsin, is hereby created as follows:

11. Artisan manufacturing conducted wholly within an enclosed building. Such production of items shall be an accessory use to an artisan studio and shall not cause, create or result in noxious odors, smoke, dust, or dirt, or cause objectionable sounds of an intermittent nature which become a nuisance to adjacent uses.

Section Ten: This Ordinance shall become effective upon passage

and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

**Resolutions
April 6, 2009**

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Specially Assess Certain Parcels of Property for
Building/Zoning Reinspection Fees**

BE IT RESOLVED, that special assessments for reinspection fees during 2008, in the total amount of **\$650.00** (A/C# 110-00-44806), be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2009

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
01-122-01-301-024-0	0	\$100.00	\$360.00	\$460.00

PROPERTY ADDRESS
NELSEN'S MOWER & SAW INC
6736 030 AV

UNPAID REINSPECTION FEE FOR OBSOLETE SIGN
ACCT. #110-00-44806
PERMIT #137254

MAIL TO ADDRESS
NELSEN'S MOWER & SAW INC
6736 30TH AVE
KENOSHA, WI 53142-3406

LEGAL DESCRIPTION
LOT 10 GRAVES' SUB BEING PT OF
SW 1/4 SEC 1 T 1 R 22
V 1391 P 220

PARCEL NUMBER	LOT	\$100.00	\$90.00	\$190.00
09-222-36-151-005-0	0			

PROPERTY ADDRESS
JOSE A & MARIA E SOLIS
5021 027 CT

UNPAID REINSPECTION FEE FOR ILLEGAL FENC
ACCT. #110-00-44806
PERMIT #137375

MAIL TO ADDRESS
JOSE A & MARIA E SOLIS
1413 85TH ST
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 5 B 18 BONNIE HAME 1ST SUB
PT OF NE 1/4 SEC 36 T 2 R 22

STREET TOTAL		0.00	\$650.00
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PAGE 1

GRAND TOTALS	PARCELS	2	FOOTAGE	0.000	TOTAL COST	\$650.00
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PAGE 2

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Boarding and Securing

BE IT RESOLVED, that special assessments for boarding and securing during 2008/2009, in the total amount of \$5,895.19, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2009

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
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PARCEL NUMBER	LOT	\$100.00	\$80.00	\$180.00
01-122-01-153-006-0				

PROPERTY ADDRESS
RUBY L PHILLIPS
2821 063 ST

MAIL TO ADDRESS
RUBY L PHILLIPS
2821 63RD ST
KENOSHA, WI 53143-4339

LEGAL DESCRIPTION
LOT 19 BURKE'S SUB PT OF
NE 1/4 SEC 1 T 1 R 22
V 1611 P 744
DOC #1444072

PARCEL NUMBER	LOT	\$100.00	\$80.00	\$180.00
01-122-01-154-009-0				

PROPERTY ADDRESS
JOSINA M DUMESIC
6323 030 AV

MAIL TO ADDRESS
JOSINA M DUMESIC
6323 30TH AVE
KENOSHA, WI 53142-3459

LEGAL DESCRIPTION
N 36 FT OF LOT 14 B 4 GRAVES
SUB BEING PT OF NE 1/4 SEC 1 T
1 R 22

		ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$326.00	\$426.00
03-121-02-352-181-0				

PROPERTY ADDRESS
 ANTHONY GARRY
 14416 071 PL

MAIL TO ADDRESS
 ANTHONY GARRY
 207 REGENCY CT UNIT 346
 BLOOMINGDALE, IL 60108

LEGAL DESCRIPTION
 LOT 181 STRAWBERRY CREEK ADD #2
 BEING A RE-DIV OF PT OUTLOT 11 &
 ALL OF OUTLOT 15 STRAWBERRY CREEK
 SUB BEING PT OF SEC 2 T 1 R 21
 PLAT #6707 DOC#1438636
 (2006 PT 03-121-02-330-415)
 DOC#1461948
 DOC#1505856
 DOC#1528984

PARCEL NUMBER	LOT	\$100.00	\$373.00	\$473.00
03-121-02-352-181-0				

PROPERTY ADDRESS
 ANTHONY GARRY
 14416 071 PL

MAIL TO ADDRESS
 ANTHONY GARRY
 207 REGENCY CT UNIT 346
 BLOOMINGDALE, IL 60108

LEGAL DESCRIPTION
 LOT 181 STRAWBERRY CREEK ADD #2
 BEING A RE-DIV OF PT OUTLOT 11 &
 ALL OF OUTLOT 15 STRAWBERRY CREEK
 SUB BEING PT OF SEC 2 T 1 R 21
 PLAT #6707 DOC#1438636
 (2006 PT 03-121-02-330-415)
 DOC#1461948
 DOC#1505856
 DOC#1528984

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
06-123-07-427-016-0		\$100.00	\$366.52	\$466.52

PROPERTY ADDRESS
 JOHN RUFFOLO
 8067 SHE RD

MAIL TO ADDRESS
 JOHN RUFFOLO
 1750 22ND AVE
 KENOSHA, WI 53140

LEGAL DESCRIPTION
 SE 1/4 SEC 7 T 1 R 23 BEG
 647.9FT S OF NW COR SD 1/4 SEC
 TH NE'LY 958.27 FT TO W LINE C
 & NW ROW S 179.8 FT SW'LY
 566.02 FT W 110 FT N 40.3 FT
 SW'LY 51.21 FT S 6.19FT W 28
 FT SW'LY 68.48 FT N 50.5 FT W
 150 FT N 81 FT TO PT OF BEG
 ALSO PART OF VACATED 12 AVE
 RES #144-98 DOC#1114853 1999
 DOC #1105787
 DOC #1129602 (DEED IN ERROR)

07-222-24-411-020-0		\$100.00	\$432.00	\$532.00
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PROPERTY ADDRESS
 ROCK & AUDREY RIDOLFI
 2500 022 AV

MAIL TO ADDRESS
 ROCK & AUDREY RIDOLFI
 PO BOX 1502
 KENOSHA, WI 53141-1502

LEGAL DESCRIPTION
 SW 1/4 SEC 24 T 2 R 22 BEG 64
 FT N OF INTERSECTION OF N LINE
 HOOD'S SUB & E 1/4 SEC LINE TH
 W 162.5 FT N 50.5 FT E 162.5
 FT S 50.5 FT TO POB EXC E 40
 FT FOR RD

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
08-222-26-357-050-0		\$100.00	\$80.00	\$180.00

PROPERTY ADDRESS
 SECRETARY OF VETERANS AFFAIRS
 4221 056 AV

MAIL TO ADDRESS
 SECRETARY OF VETRANS AFFAIRS
 5000 W NATIONAL AVE BLDG 6
 MILWAUKEE, WI 53295

LEGAL DESCRIPTION
 531-H LOT 44 DOWSE COMPANY'S
 LITTLE RANCHES PT SW 1/4 SEC
 26 T 2 R 22 ANNEXATION ORD #
 19-84 1985 V 1359 P 907
 DOC#1251407
 DOC#1251409
 DOC#1447727
 DOC#1576066
 DOC#1576067

08-222-34-260-002-0		\$100.00	\$307.79	\$407.79
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PROPERTY ADDRESS
 AIRGAS-NORTH CENTRAL INC
 5120 068 AV

MAIL TO ADDRESS
 AIRGAS-NORTH CENTRAL INC
 PO BOX 4057
 WATERLOO, IA 50704

LEGAL DESCRIPTION
 PT NW 1/4 SEC 34 T 2 R 22 COM
 1106.17 FT W & 60.01 FT N OF
 SE COR TO N ROW HWY "158" POB
 TH W 400 FT N 350 FT E 400 FT
 TO W ROW 68TH AVE S 350 FT TO
 POB 1982 V 1036 P 443 3.21 AC
 V 1052 P823
 V 1540 P 52
 DOC#1516470
 DOC#1549178

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
08-222-35-453-004-0		\$100.00	\$156.00	\$256.00

PROPERTY ADDRESS
 KENNETH M VICKERS
 5621 046 AV

MAIL TO ADDRESS
 KENNETH M VICKERS
 5621 46TH AVE
 KENOSHA, WI 53144-2415

LEGAL DESCRIPTION
 SE 1/4 SEC 35 T 2 R 22 HANNAN
 HEIGHTS 1ST ADD LOT 86

09-222-36-308-006-0		\$100.00	\$483.72	\$583.72
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PROPERTY ADDRESS
 MAURO A CASTILLO
 5525 032 AV

MAIL TO ADDRESS
 MAURO A CASTILLO
 5525 32ND AVE
 KENOSHA, WI 53144

LEGAL DESCRIPTION
 13371 S 1 FT OF LOT 12 & ALL
 OF LOT 13 BLK 4 FLYNN'S SUB
 PT OF SW 1/4 SEC 36 T2 R 22
 V 1461 P 733
 DOC #981445
 DOC#1188843
 DOC#1204308
 DOC#1333246

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
11-223-30-456-012-0		\$100.00	\$66.00	\$166.00

PROPERTY ADDRESS
 KK WI LZ II LLC
 1023 043 ST

MAIL TO ADDRESS
 KK WI LZ II LLC
 815 57TH ST
 KENOSHA, WI 53140

LEGAL DESCRIPTION
 PT OF B 31 SE 1/4 SEC 30 T 2
 R23 COM 9 RDS E OF NW COR OF
 BLK TH E 3 1/2 RDS S 9 RDS W
 3 1/2 RDS N TO BEG
 V 1355 P 418
 DOC#1486452
 DOC#1496740
 DOC#1573221
 DOC#1582314

11-223-30-457-015-0		\$100.00	\$104.24	\$204.24
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PROPERTY ADDRESS
 DEUTSCHE BANK NATIONAL TRUST CO
 1008 045 ST

MAIL TO ADDRESS
 DEUTSCHE BANK NATIONAL TRUST
 3476 STATEVIEW BLVD
 FORT MILL, SC 29715

LEGAL DESCRIPTION
 PT OF BLK 31 SE 1/4 SEC 30 T 2
 R23 COM 25 RDS 5 1/2 FT W OF SE
 COR OF BLK TH N 8 1/4 RDS W 44
 FT S 8 1/4 RDS E TO BEG
 DOC#1001629
 DOC#1036166
 DOC#1158822
 DOC#1246326
 DOC#1419267 DEED IN ERROR
 DOC#1424011 CORRECTION
 DOC#1574375

ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
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PARCEL NUMBER	LOT	\$100.00	\$424.12	\$524.12
11-223-30-477-007-0				

PROPERTY ADDRESS
 CHARLES S SWADE
 514 042 ST

MAIL TO ADDRESS
 CHARLES S SWADE
 PO BOX 656
 KENOSHA, WI 53141-0656

LEGAL DESCRIPTION
 E 1/2 OF S 1/2 OF SW 1/4 BLK 45
 OF PT OF SE 1/4 SEC 30 T 2 R 23
 V 1363 P 149
 DOC #1027850
 DOC #1286320

PARCEL NUMBER	LOT	\$100.00	\$841.80	\$941.80
12-223-31-334-018-0				

PROPERTY ADDRESS
 ATLAS GYM LLC
 5507 022 AV

MAIL TO ADDRESS
 ATLAS GYM LLC
 5507 22ND AVE
 KENOSHA, WI 53140

LEGAL DESCRIPTION
 N 80 FT OF LOT 10 & W 15 FT OF
 N 80 FT OF LOT 9 B 2 THE NEWS
 SUB BEING PT OF SW 1/4 SEC 31
 T2 R 23
 V 1560 P 559
 V 1648 P 266
 DOC#1089931

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
12-223-32-321-202-0		\$100.00	\$274.00	\$374.00

PROPERTY ADDRESS
 ROBIN THOMAS & PRIYA JOSEPH
 316 056 ST

MAIL TO ADDRESS
 ROBIN THOMAS
 PRIYA JOSEPH
 ELK GROVE VILLAGE, IL 60007

LEGAL DESCRIPTION
 UNIT 202 HARBOR PARK PARCEL F
 CONDOMINIUM A RE-DIV OF LOT 7
 HARBOR PARK SUB PT SW 1/4 SEC
 32 T2 R23 PLAT#2836 DOC#1359560
 (2004 PT 12-223-32-326-107)
 DOC#1365446

STREET TOTAL	15.00	\$5,895.19
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GRAND TOTALS	PARCELS	15	FOOTAGE	15.000	TOTAL COST	\$5,895.19
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RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Property Maintenance Reinspection Fees

BE IT RESOLVED, that special assessments for reinspection fees during 2009, in the total amount of \$3,220.00, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2009

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
01-122-01-177-007-0		\$100.00	\$360.00	\$460.00

PROPERTY ADDRESS
 RYAN W PETERSON & CHRISTINE A GIBS
 6321 024 AV

MAIL TO ADDRESS
 RYAN W PETERSON
 CHRISTINE A GIBSON
 KENOSHA, WI 53143

LEGAL DESCRIPTION
 THE N 38 FT OF LOT 118 & S 4 FT
 OF LOT 119 KENOSHA REALTY CO'S
 1ST ADD BEING PT OF NE 1/4 SEC
 1 T 1 R 22 V 1389 P 320
 V 1484 P 190
 DOC #994324
 DOC#1221272
 DOC#1479775
 DOC#1493256

PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
05-123-06-228-005-0				

PROPERTY ADDRESS
 RON PETERSON & DIANA BRADSHAW
 2023 060 ST

MAIL TO ADDRESS
 RON PETERSON
 DIANA BRADSHAW
 ANTIOCH, IL 60002

LEGAL DESCRIPTION
 N 164 FT OF LOT 2 BLK 6 BOND'S
 SUB BEING PT OF NW 1/4 SEC 6 T1
 R 23 EXC S 34 FT FOR 60TH PLACE
 V 1383 P 985 1991
 DOC#1369989

		ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
11-223-30-476-018-0				

PROPERTY ADDRESS
JEFFERY E HANRATH
435 WAS RD

MAIL TO ADDRESS
JEFFERY E HANRATH
435 WASHINGTON RD
KENOSHA, WI 53140

LEGAL DESCRIPTION
THE E 1/2 OF THE N 1/2 OF LOT
1 BLK 34 SE 1/4 SEC 30 T2 R23
DESC AS FOLLOWS COM ON S LINE
WASHINGTON RD AT PT 66 FT E OF
NW COR OF LOT 1 TH E 134 FT TH
SE'LY TO PT 208 FT E OF E LINE
OF 5TH AVE TH W 142 FT N 33 FT
TO POB
DOC#1241263
DOC#1489224

PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
12-223-31-139-007-0				

PROPERTY ADDRESS
RENE A ESCOBEDO
4711 SHE RD

MAIL TO ADDRESS
RENE A ESCOBEDO
4711 SHERIDAN RD
KENOSHA, WI 53140

LEGAL DESCRIPTION
THE S 44 FT OF LOT 4 BLK 67
PT OF NE 1/4 SEC 31 T2 R 23
DOC#1435139
DOC#1457971

ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
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PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
12-223-31-327-010-0				

PROPERTY ADDRESS
 RICHARD A & JENNIFER L BEHOF
 1902 053 ST

MAIL TO ADDRESS
 RICHARD A & JENNIFER L BEHOF
 28618 WAGONTRAIL
 LAKEMOOR, IL 60051

LEGAL DESCRIPTION
 E 36.3 FT OF S 79 FT OF LOT 10
 B 1 BAIN'S SUB BEING PT OF SW
 1/4 SEC 31 T 2 R 23
 V 1413 P 929
 V 1672 P 151
 DOC#1016163
 DOC#1421791

PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
12-223-31-331-005-0				

PROPERTY ADDRESS
 JOLANTA M GORECKA
 2021 053 ST

MAIL TO ADDRESS
 JOLANTA M GORECKA
 4N060 WOODLAND CT
 WAYNE, IL 60184

LEGAL DESCRIPTION
 W 50 FT OF LOT 4 BLK 5 BAIN'S
 SUB PT SW 1/4 SEC 31 T 2 R 23
 DOC#1409379

ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
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PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
12-223-31-461-009-0				

PROPERTY ADDRESS
 NABIL #1 LLC
 5920 SHE RD

MAIL TO ADDRESS
 NABIL #1 LLC
 5922 SHERIDAN RD
 KENOSHA, WI 53140

LEGAL DESCRIPTION
 3070 SE 1/4 SEC 31 T 2 R 23
 BLK 55 COM AT NE COR SHERIDAN
 RD & 60TH ST TH W 113.84 FT TH
 N 162.4 FT E 132.66 FT S 50.4
 FT SW'LY 132.41 FT TO POB EXC
 ROAD ROW DOC#1218061
 (2002 LOT LINE ADJUSTMENT)
 DOC#1217056
 DOC#1463683 DEED RESTRICTION
 DOC #1516138

STREET TOTAL	7.00	\$3,220.00
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GRAND TOTALS	PARCELS	7	FOOTAGE	7.000	TOTAL COST	\$3,220.00
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RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Trash and Debris Removal

BE IT RESOLVED, that special assessments for trash and debris removal during 2009, in the total amount of \$500.00, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2009

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
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PARCEL NUMBER	LOT		\$500.00
11-223-30-361-010-0	0		

TRASH AND DEBRIS REMOVAL

PROPERTY ADDRESS
JAMIE CLEVELAND O'DAY & RYAN P O'D
4332 019 AV

MAIL TO ADDRESS
JAMIE C & RYAN P O'DAY
2500 SPYGLASS CT
EDWARDSVILLE, IL 62025

LEGAL DESCRIPTION
LOT 24 EVAN'S SUB PT OF
SW 1/4 SEC 30 T 2 R 23
DOC#1226926
DOC#1375966

STREET TOTAL	0.00	\$500.00
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PAGE 1

GRAND TOTALS	PARCELS	1	FOOTAGE	0.000	TOTAL COST	\$500.00
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PAGE 2

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Rescind One (1) Special Assessment Levied by Resolution No. 12-09
Against Parcel No. 01-122-01-228-002 (3721 60th Street), Kenosha, Wisconsin

WHEREAS, on February 2, 2009, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 12-09 levying special assessments for unpaid permit fees/reinspection fees for various properties within the City of Kenosha, Wisconsin, at the request of the Department of Neighborhood Services and Inspections; and,

WHEREAS, the Department of Neighborhood Services and Inspections has determined that a special assessment should not have been levied on one (1) of those parcels; to wit: Parcel No. 01-122-01-228-002 (3721 60th Street), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the special assessment of \$160.00 levied by Resolution No. 12-09 against Parcel No. 01-122-01-228-002 (3721 60th Street) Kenosha, Wisconsin be and hereby is rescinded.

Passed this _____ day of _____, 2009.

Approved:

_____, Mayor

Keith G. Bosman

Attest:

_____, Deputy City Clerk

Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz



DEPARTMENT OF
NEIGHBORHOOD SERVICES
AND
INSPECTIONS

JAMES M. SCHULTZ
Director

Building Inspection

Property Maintenance

Zoning Enforcement

April 1, 2009

Honorable Mayor Keith G. Bosman
Members of the City of Kenosha Common Council
Members of the City of Kenosha Finance Committee

Dear Mayor, Common Council Members, and Finance Committee Members:

SUBJECT: To Rescind One (1) Special Assessment Levied by Resolution No. 12.09
Against Parcel No. 01-122-228-002 (3721 60th Street)

Following is the chronology of events associated with the reinspection fee originally levied against the property located at 3721 60th Street:

- October 7, 2008: Illegal temporary signs were observed on the property. Orders to remove the illegal signs no later than October 14, 2008, were issued to property owners, Douglas & Nicole Ehlert.
- October 14, 2008: Reinspection conducted; property is still in violation. Sixty dollar (\$60.00) reinspection fee is levied.
- October 23, 2008: Property owner (Douglas Ehlert) receives the reinspection fee and advises that he never received the original order. He advises that he will immediately take down the temporary signs.

Based on Mr. Ehlert's prompt response to the reinspection fee, and his assertion that he never received the original order, I advised Mr. Ehlert that, based upon the next reinspection, and if the signs are removed, I will rescind the fee.

- October 24, 2008: A reinspection is conducted and the property is observed to be in compliance.

Mayor, Common Council, Finance Committee
April 1, 2009
Page Two

The case was closed on October 24, 2008; however, I failed to remove the fee from the permitting system which resulted in the eventual special assessment against the property.

It is requested that this fee be rescinded as Mr. Ehlert was extremely cooperative; and, I have no means to refute his assertion that he never received the original order. There have been no previous zoning violations associated with the property and/or property owner.

Sincerely,

DEPARTMENT OF NEIGHBORHOOD
SERVICES AND INSPECTIONS

A handwritten signature in cursive script that reads "Paula Blise".

Paula A. Blise, MBA, CCEA
Zoning Coordinator

PAB:kah

RESOLUTION NO. _____

25

BY: 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**

WHEREAS, on the **6th day of April, 2009**, the Common Council of the City of Kenosha, Wisconsin, held a properly noticed Public Hearing and heard all persons wishing to be heard regarding public sidewalk and/or driveway approach construction, and/or replacement, at the cost of owners of parcels of property listed in a report on file in the Office of the Department of Public Works for the City of Kenosha, Wisconsin, which abut the following Streets:

52nd Street - 30th Avenue to Sheridan Rd, 5th Avenue - 75th Street to 68th Street, 24th Avenue - 27th Street to 31st Street, 63rd Street - 14th Avenue to Sheridan Rd, 32nd Avenue - 80th Street to north 120 ft.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 5.05 of the Code of General Ordinances, and Section 66.60(16), Wisconsin Statutes:

1. The owner of each parcel described on file may have the sidewalk and driveway approach abutting said parcel constructed, repaired or replaced (" Work") on or before the 22nd day of May, 2009, upon obtaining a proper permit under Chapter 5 of the Code of General Ordinances.

2. If the owner fails to complete such Work within the time specified, the Common Council shall cause the Work to be done at the expense of the property owner by contract let to the lowest responsible bidder, and the Work will be paid for by assessing the cost of the Work to the benefited property. Invoices for said Work will be sent out on or about the 1st of November. If the cost of Work is under One Hundred (\$100.00) Dollars, it shall be paid in its entirety within thirty (30) days of receipt of invoice. If the cost of Work is over One Hundred (\$100.00) Dollars, it may be paid in its

entirety within thirty (30) days of receipt of invoice, and if not so paid, placed on the tax roll for a period of three (3) years at an interest rate of seven and one-half (7.5%) per annum. If not paid within the period fixed, such a delinquent special charge shall become a lien as provided in Section 66.60(15), Wisconsin Statutes, as of the date of such delinquency, and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charge.

3. The Director of Public Works shall serve a copy of this Resolution on each property owner by publishing the same in the official newspaper, together with a mailing by first class mail to the owner, if their post office address is known or can be ascertained with reasonable diligence.

Adopted this 6th day of April, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

Date: _____

RESOLUTION NO. _____

BY: ALDER PERSON RAY MISNER

**TO REGISTER THE CITY OF KENOSHA COMMON COUNCIL'S
OPPOSITION TO THE GOVERNOR'S PROPOSAL TO REQUIRE THE
OBSERVATION AND RECORDATION OF RACIAL INFORMATION
OBTAINED THROUGH TRAFFIC STOPS**

WHEREAS, the 2009-2011 State Budget proposed by Governor James E. Doyle as embodied in 2009 Assembly Bill 75, includes a provision that would require law enforcement officers from the eleven largest counties of Wisconsin's seventy-two (72) counties to collect and report: the name, address, gender, and race of every motorist; the make and year of the vehicle driven; the reason for the stop; the date, time, and location of the stop; the name, address, gender, and race of every passenger involved in a traffic stop who is subject to a search; and, the officer's name and badge number; and,

WHEREAS, Kenosha is one of those eleven counties subject to this burden of collecting and reporting; and,

WHEREAS, such proposal is ostensibly to study racial profiling (which has been defined as the inclusion of racial characteristics in determining whether a person is considered more likely to commit an illegal act) in the context of traffic stops; and,

WHEREAS, racial profiling is offensive when used in the context of face-to-face observation by law enforcement officers prior to the initiation of a stop (*e.g.*, of pedestrians in neighborhoods, of attendees of entertainment events, or of passengers of airlines); and,

WHEREAS, the vast majority of traffic stops are initiated upon law enforcement officers' observations of driving behavior (*e.g.*, speeding, weaving, sign violations, tailgating) or observations of equipment violations, under conditions where most often initiation of the stop is without law enforcement officer observation of the driver of the vehicle, such that a racial profiling is not at issue; and,

WHEREAS, racial determinations based upon observation are at best subjective; and,

WHEREAS, racial determinations based upon documentation of ethnicity, which often is mixed, can be arbitrary; and,

WHEREAS, racial determination of drivers of motor vehicles based upon questions posited to the drivers is potentially offensive, and tends to erode the confidence of the driver in the law enforcement system; and,

WHEREAS, asking passengers of motor vehicles stopped for traffic offenses, for which stop the passenger was not responsible, as to their race is unnecessarily intrusive, offensive, and tends to erode the confidence of the passenger in the law enforcement system; and,

WHEREAS, the City of Kenosha's Police Department conducted over 15,000 traffic stops in 2008, such that the requirements of the proposal to collect and report information on such a volume of traffic stops places additional workload and responsibility on law enforcement officers that is burdensomely time consuming; and

WHEREAS, by attempting to create two separate enforcement procedures, one applicable to passengers in sixty-one counties, and the other, more intrusive procedure applicable to passengers in eleven counties, the state has potentially implicated Constitutional Equal Protection considerations; and,

WHEREAS, by requiring law enforcement officers in the eleven counties to obtain identifying information not previously or otherwise Constitutionally required of passengers, the state is potentially subjecting the City to claims at law for allegations of Civil Rights violations with respect to the Fourth, Fifth, and/or Fourteenth Amendments to the United States Constitution; and,

WHEREAS, and by ignoring the sixty-one least populated counties, the statistical

analysis of the proposed statewide study is skewed.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Kenosha, Wisconsin, registers its opposition to the provision in 2009 Assembly Bill 75 that would require law enforcement officers from the eleven largest counties of Wisconsin's seventy-two (72) counties to collect and report the name, address, gender, and race of every motorist; the make and year of the vehicle driven; the reason for the stop; the date, time, and location of the stop; the name, address, gender, and race of every passenger involved in a traffic stop who is subject to a search; and, the officer's name and badge number; and

BE IT FURTHER RESOLVED that the City Clerk/Treasurer is hereby directed to send a copy of this Resolution to Governor James E. Doyle and our State Legislative Representatives.

Adopted this _____ day of _____, 2009.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

Kenosha Police Department
Public Safety Building
1000 - 55th Street
Kenosha, WI 53140-3794
(262) 605-5200



JOHN W. MORRISSEY
Chief of Police

WILLIAM J. BRYDGES
Assistant Chief of Police

THOMAS W. GENTHNER
Assistant Chief of Police

April 2, 2009

Common Council Members for the City of Kenosha:

Governor Doyle's proposed 2009 – 2011 state budget bill (AB75) includes provisions that will directly impact law enforcement agencies in the 11 most populous counties in the state. The budget bill contains language that will require law enforcement officers in counties with a population over 125,000 to collect specific data when stopping or detaining a motor vehicle. Law enforcement officers would be required to collect and report: the name, address, gender, and race of every motorist; the make and year of the vehicle driven; the reason for the stop; the date, time, and location of the stop; the name, address, gender, and race of every passenger involved in a traffic stop who is subject to a search; and, the officer's name and badge number.

This requirement is unduly burdensome for law enforcement agencies and is inherently problematic to administer. The law is constructed in a manner that is erosive to police-community relations. The Kenosha Police Department conducted over 15,000 motor vehicle stops in 2008 as defined in the proposed law. The collection of the data requested would require additional time, **thereby detaining citizens longer than normally required**. This not only is contrary to good public relations, it will result in nearly 1250 hours of additional work if the data collection on average takes only five minutes. The requirement to enter the information into a database that can be forwarded to the Department of Justice places additional burden on the department. The department is not in a position to assume additional data entry duties; the department currently has one clerical position vacant due to the current budget.

The vast majority of motor vehicle stops are initiated due to officers' observations of traffic or equipment violations. **These observations provide the basis for the stop;** observation of the operator's race prior to the stop is generally unlikely and is such that racial profiling is not an issue.



The mission of the Kenosha Police Department is to serve all people with respect, fairness and compassion. We are committed to preserving peace, order and safety; enforcing laws and ordinances; and safeguarding constitutional rights.

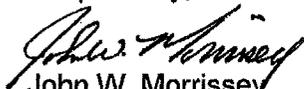
The law would require that an officer determine the race of the driver and all passengers who are subject to search. The determination of race is subjective at best and prone to error. **Questioning operators and passengers about their race makes the stop about race, where in fact it is about a violation of law.**

The City of Kenosha is within one of the 11 counties in the state with a population over 125,000. There are 61 other counties in the state where this legislation would not apply. **This subjects citizens to differential treatment depending on where the motor vehicle stop was made.** It is this type of legislation that erodes the confidence of the citizens and potentially creates the perception of racial profiling where none exists.

The law would require the police department to forward data to the Department of Justice for their analysis and the data itself would be exempt from open records laws pertaining to inspection or copying. This portion of the law is open to challenge.

In conclusion, the Governor's proposed legislation is unduly burdensome to law enforcement agencies, subjects' citizens to disparate treatment depending on where they reside or travel, and erodes confidence and deteriorates police – community relations. **For these reasons, I urge all council members to support the resolution to register opposition to 2009 Assembly Bill 75.**

Respectfully,


John W. Morrissey
Chief of Police

VOTE SHEET	Kenosha City Plan Commission	Meeting of March 19, 2009	
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Resolution to approve a Four-Lot Certified Survey Map for properties located at 5001 and 5011 47th Avenue, District #16. (Apostoli)

ACTION TAKEN	AYES	NOES
APPROVE	7	0
DENY		
RECEIVE AND FILE		
FORWARD TO	DATE	COPIES
COMMON COUNCIL	4/6/09	21
FINANCE		
LEGAL		
PUBLIC WORKS	3/30/09	1
PARKS		
WATER UTILITY		


 Rich Schroeder
 Assistant City Planner

To the Honorable Mayor and Common Council

Your Committee on PUBLIC WORKS

Date: *March 30, 2009*

to whom was referred: Resolution to approve a four-lot Certified Survey Map for properties located at 5001 and 5011 47th Avenue. (Apostoli) **(District 16)** (City Plan Commission approved 7:0)

MOTION: *Nudo*

SECOND: *Misner*

Respectfully report and recommend -

Approve

5-0

COMMITTEE

[Signature]
G. John Ruffolo, Chairman

[Signature]
Donald K. Holland

[Signature]
Patrick Juliana

[Signature]
Ray Misner

Don L. Moldenhauer

[Signature]
Anthony Nudo

CIRCLE ONE

Aye No

Aye No

Aye No

Aye No

Aye No

Aye No

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52 nd Street Kenosha, WI 53140 (262) 653-4030	March 19, 2009	Item 4
Resolution to approve a Four-Lot Certified Survey Map for properties located at 5001 and 5011 47th Avenue, District #16. (Apostoli)			

LOCATION/SURROUNDINGS:

Site: 5001 and 5011 47th Avenue
Zoned: RS-1 Single-Family Residential

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Downing, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

ANALYSIS:

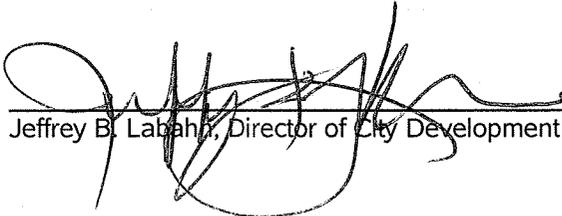
- The applicant is proposing to divide the two (2) existing lots into four (4) lots. The two lots on 47th Avenue would include the two existing single-family residences. The two lots on 46th Avenue would be vacant.
- The applicant has also petitioned to rezone the two proposed lots on 46th Avenue to RD Two-Family Residential (previous agenda item). The proposed rezoning would be consistent with the adopted *Corridor Land Use Plan*.
- All lots in the Certified Survey Map must be a minimum of 8,000 s.f. in area, Parcel 2 must be adjusted to comply with this requirement.
- The Certified Survey Map has been sent to City departments for their review. Their comments are included in the attached Resolution.
- The Certified Survey Map generally complies with Chapter 17 of the Code of General Ordinances.

RECOMMENDATION:

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



Brian R. Wilke, Development Coordinator
1CPC/2009/Mar19/fact-csm-apostoli



Jeffrey B. Labahn, Director of City Development

RESOLUTION NO: ____ - 09

BY: THE MAYOR

**TO APPROVE A FOUR-LOT CERTIFIED SURVEY MAP
Properties located at 5001 and 5011 47th Avenue (Apostoli)**

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to two parcels located at 5001 and 5011 47th 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. Payment of all taxes, special assessments and stormwater utility fees prior to recording. The Owner shall provide the City Clerk-Treasurer, a certificate from the County Treasurer, stating that there are no past-due real estate taxes or special assessments on the parcel of real estate which is being divided. Park Impact Fees shall be paid prior to issuing Building permits.
4. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
5. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.
6. The lot line between Parcel 1 and Parcel 2 shall be shifted so that Parcel 2 is a minimum of 8,000 s.f.
7. The Certified Survey Map shall include a page with the legal description and an area for signatures.
8. The proposed Drainage Plan shall be revised to comply with City requirements.
9. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.
10. The breezeway of the home on proposed Parcel 1 shall be removed prior to the City signing the Certified Survey Map. All appropriate permits shall be obtained from the Department of Neighborhood Services & Inspections.

Adopted this ____ day of _____, 2009

ATTEST:

Debra L. Salas, Deputy City Clerk

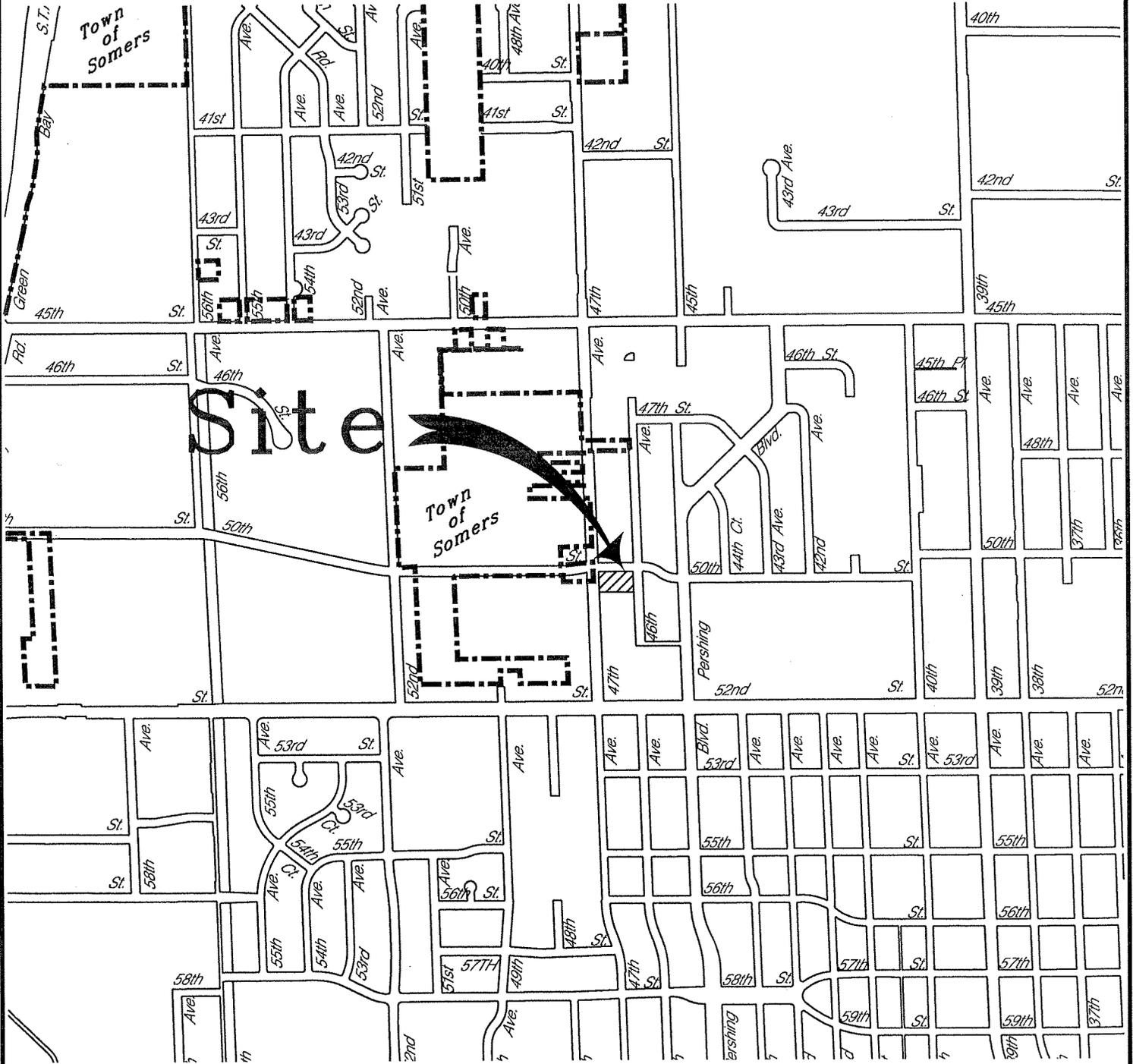
APPROVE:

Keith G. Bosman, Mayor

CITY OF KENOSHA

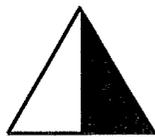
Vicinity Map

Apostoli CSM



----- Municipal Boundary

NORTH



0 1000'



Land Division Application
City of Kenosha, Wisconsin

Applicant Information

Owner's Name and Address:

ALBERT LOCANTE
6121 GREEN BAY RD #200
KENOSHA, WI 53142

Phone: 262 818 6221

Developer's Name and Address (if applicable):

TOMY APOSTOLFI
140-40th CT
KENOSHA, WI 53144

Phone: 262 818 0072

Property Information

Type of Land Division (check one):

- Preliminary Plat Final Plat Certified Survey Map Lot Line Adjustment Survey

Name of Subdivision (if applicable):

Location of Land Division (street address or parcel number):

5011-47 AVE KENOSHA, WI

Number of Lots to be Created:

ONE Additional Lot

Final total (2)

Proposed Use of Property:

- Single-family Two-family
 Multi-family Commercial Industrial

**Prior to submitting this application to the Department of City Development,
please review the attached list of fees and requirements.**

The completed application and all required plans and information are to be submitted to:

Department of City Development

625 52nd Street, Room 308

Kenosha, WI 53140

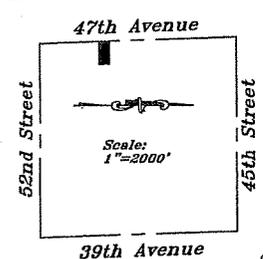
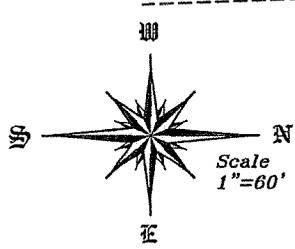
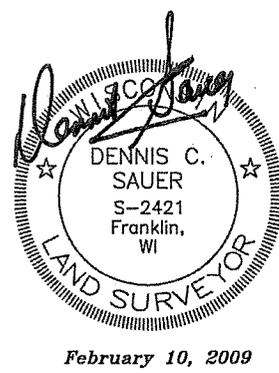
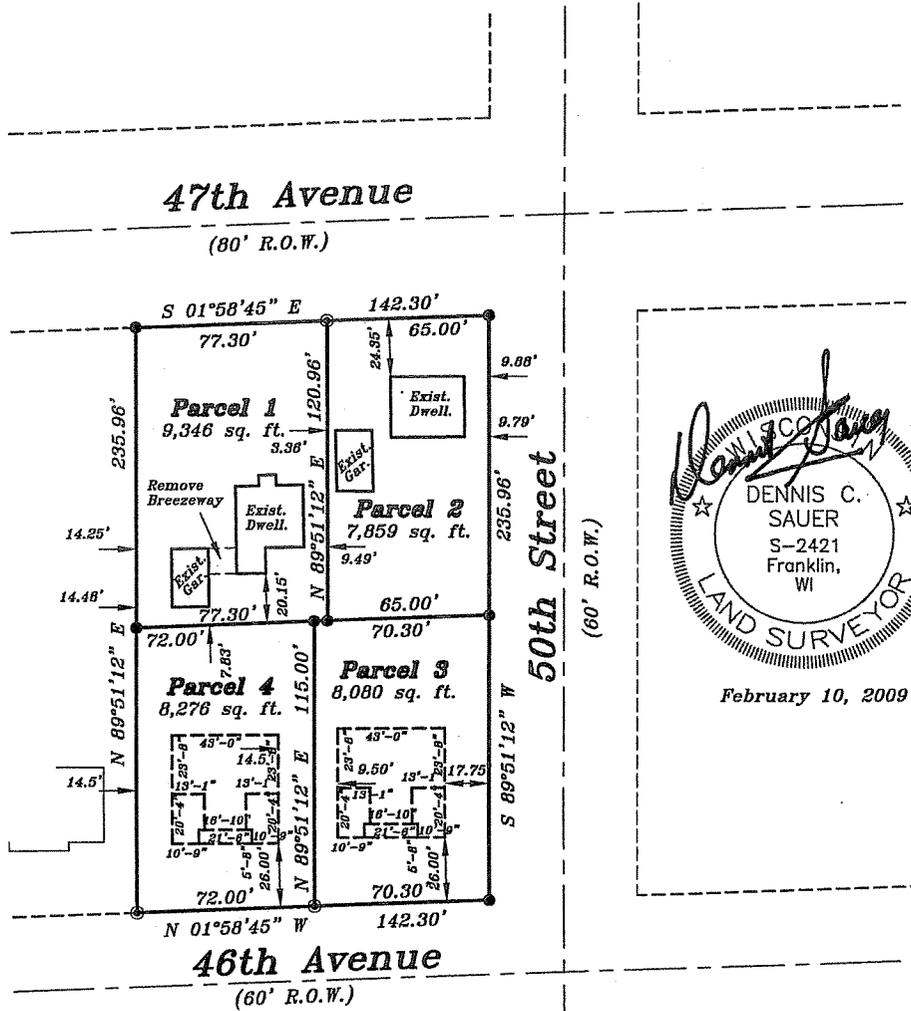
262.653.4030 / 262.653.4045 (fax)

**Land Division Application
City of Kenosha, Wisconsin**

<i>Applicant Information</i>	
<p>Owner's Name and Address:</p> <p align="center">Victor - Catherine Green 16531 PLANK Rd UNION GROVE, WI 53182</p> <p>Phone: 262-878-1972</p>	<p>Developer's Name and Address (if applicable):</p> <p align="center">Imperial Builders Inc. 1440-40 Court Kenosha, WI 53144</p> <p>Phone: 262-553-9585</p>
<i>Property Information</i>	
<p>Type of Land Division (check one):</p> <p> <input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat <input type="checkbox"/> Certified Survey Map <input checked="" type="checkbox"/> Lot Line Adjustment Survey </p>	
<p>Name of Subdivision (if applicable):</p>	
<p>Location of Land Division (street address or parcel number):</p> <p align="center">5001-47 Ave Kenosha, WI</p>	
<p>Number of Lots to be Created:</p> <p align="center">2</p> <p>(1 Single Family) (1 Two Family)</p>	<p>Proposed Use of Property:</p> <p> <input checked="" type="checkbox"/> Single-family <input checked="" type="checkbox"/> Two-family <input type="checkbox"/> Multi-family <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial </p>
<p>Prior to submitting this application to the Department of City Development, please review the attached list of fees and requirements.</p>	
<p>The completed application and all required plans and information are to be submitted to:</p> <p align="center"> Department of City Development 625 52nd Street, Room 308 Kenosha, WI 53140 262.653.4030 / 262.653.4045 (fax) </p>	

PROPOSED CERTIFIED SURVEY MAP NO. _____

Being a part of the NE 1/4 of Section 35, Town 4 North, Range 22 East, of the Fourth Principal Meridian in the City of Kenosha, Kenosha County, Wisconsin.

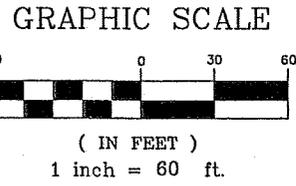


Notes:
 Map bearings refer to Grid North of the Wisconsin State Plane Co-ordinate System, South Zone, with the East line of the NW 1/4 of Section 35, T2N, R22E having an assumed bearing of N 01°58'45" W.

- ⊙ — Denotes Pipe Found
- — Denotes 1" iron pipe set

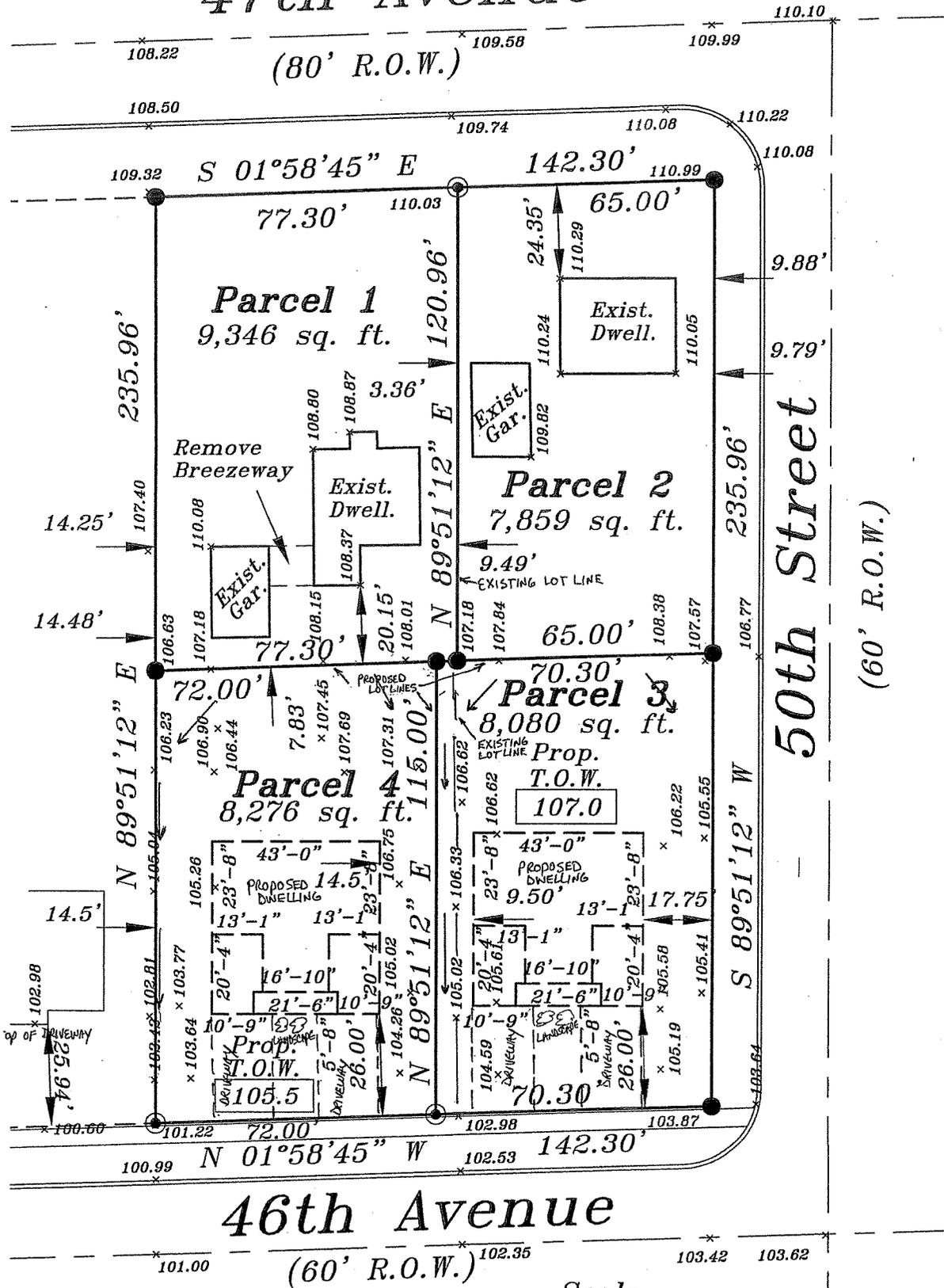
Prepared by:
 Dennis C. Sauer, RLS 2421
 Metropolitan Survey Service, Inc. NE 1/4 Sec. 35-2-22
 5307 S. 92nd Street, Suite 140
 Hales Corners, WI 53130
 Ph. (414) 529-5380
 Email: survey@bizwi.rr.com

Prepared for:
 Imperial Builders General Contractor, Inc.
 1440 40th Court
 Kenosha, WI 53144



47th Avenue

(80' R.O.W.)



(60' R.O.W.)

Prop. T.O.W. 105.5 = Proposed Top of Wall

VOTE SHEET	Kenosha City Plan Commission	Meeting of March 19, 2009	
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Resolution to Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of Parcels #80-4-222-352-0340, #80-4-222-352-0361 and #80-4-222-352-0381 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, District #16. (City of Kenosha)

ACTION TAKEN	AYES	NOES
APPROVE	7	0
DENY		
RECEIVE AND FILE		
FORWARD TO		
	DATE	COPIES
COMMON COUNCIL	4/6/09	21
FINANCE		
LEGAL		
PUBLIC WORKS		
PARKS		
WATER UTILITY		



Rich Schroeder
Assistant City Planner

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52 nd Street Kenosha, WI 53140 (262) 653-4030	March 19, 2009	Item 6
Resolution to Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of Parcels #80-4-222-352-0340, #80-4-222-352-0361 and #80-4-222-352-0381 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, District #16. (City of Kenosha) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 4710 and 4722 47th Avenue
Zoned: A-2 Agricultural Land Holding

NOTIFICATIONS/PROCEDURES:

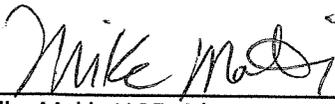
The alderman of the district, Alderman Downing, has been notified. This item will also be reviewed by the Common Council.

ANALYSIS:

- Per Section 62.23(6)(c) of the Wisconsin Statutes, the Common Council may amend the Official Map of the City upon publishing a Class II notice, holding a public hearing and referring the item to the City Plan Commission for report.
- The Common Council is proceeding to approve the property Attachment of Parcels #80-4-222-352-0340, #80-4-222-352-0361 and #80-4-222-352-0381 located at 4701 and 4722 47th Avenue.
- An Amendment to the Official Map is required to show the parcels within the City Municipal Boundary. In accordance with the Statutes, the Amendment Resolution is being reviewed by the City Plan Commission for report to the Common Council.
- The Amendment is required to include the parcels within the City limits.

RECOMMENDATION:

A recommendation is made to approve the attached Resolution and forward it to the Common Council.



Mike Maki, AICP, Planner
1CPC/2009/Mar19/fact-map-city

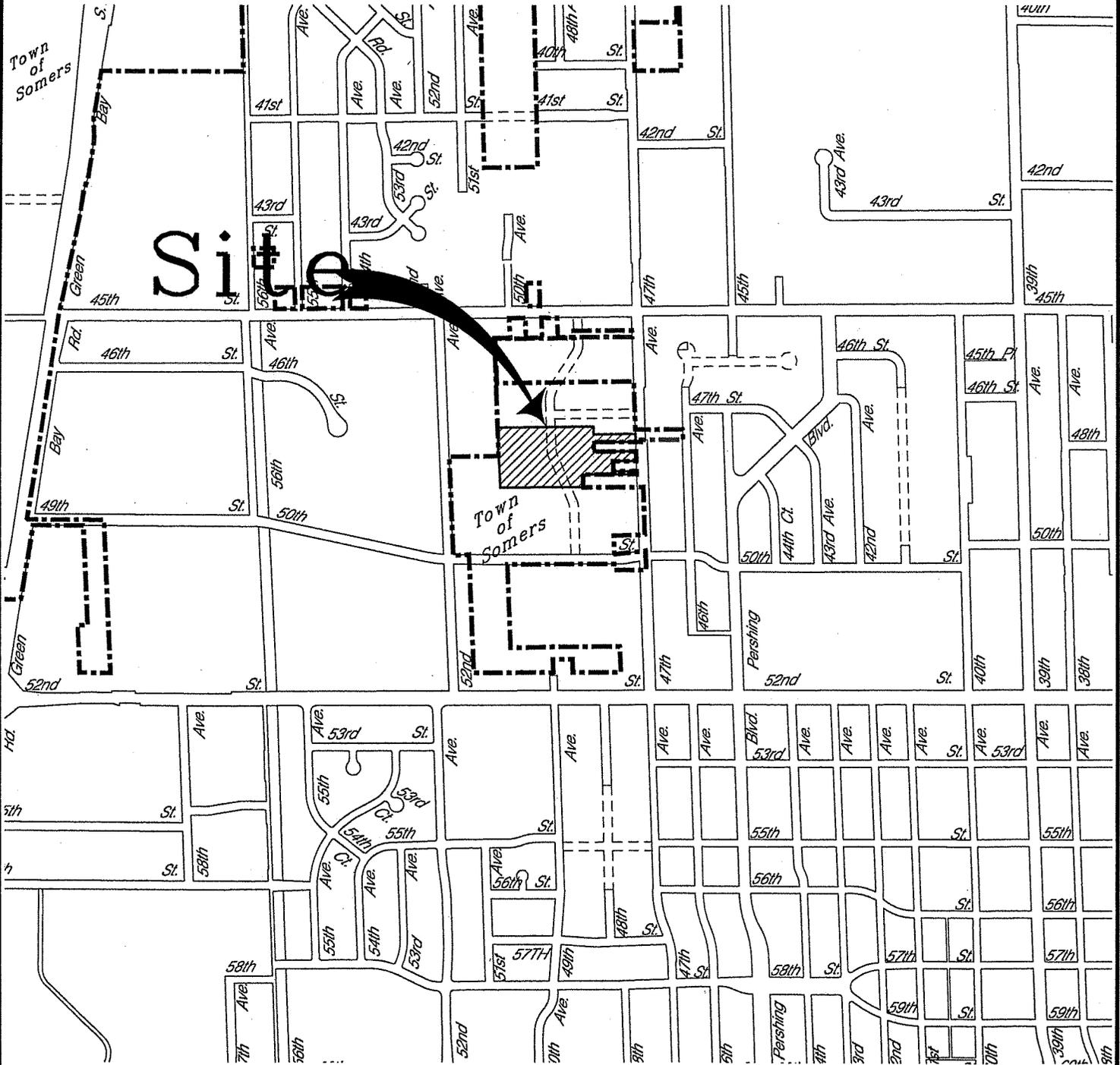


Jeffrey B. Labahn, Director of City Development

CITY OF KENOSHA

Official Map Amendment

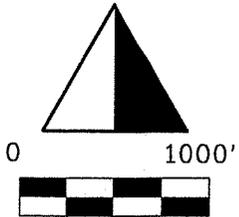
City of Kenosha Attachment



Site

Town of Somers

NORTH



----- Municipal Boundary

RESOLUTION NO. _____

BY: THE MAYOR

TO AMEND THE OFFICIAL MAP FOR THE CITY OF KENOSHA, WISCONSIN, TO INCLUDE THE ATTACHMENT OF PARCEL NOS. 80-4-222-352-0340, 80-4-222-352-0361, and 80-4-222-352-0381 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 [City of Kenosha – Property Owners]

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,

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 Nos. 08-4-222-352-0361, 80-4-222-352-0361, and 08-4-222-352-0381, in the Town of Somers, Kenosha County, Wisconsin, to the City of Kenosha, Wisconsin; and,

WHEREAS, on April 6, 2009, the Common Council for the City of Kenosha, Wisconsin, approved an Attachment And Temporary Zoning District Classification Ordinance Under Section 66.0307, Wisconsin Statutes, for Parcel Nos. 80-4-222-352-0340, 80-4-222-352-0361, and 80-4-222-352-0381, in the Town of Somers, Kenosha, Wisconsin, to be attached to the City of Kenosha, Wisconsin, with the Temporary Zoning District Classifications designated therein.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of

Kenosha, Wisconsin, that pursuant to the authority of Section 66.23(6)(c), Wisconsin Statutes, the Official Map of the City of Kenosha, Wisconsin, be and hereby is amended to include the designation of the attachment of territory formerly of the Town of Somers, County of Kenosha, Wisconsin, known as Parcel Nos. 80-4-222-352-0340, 80-4-222-352-0361, and 80-4-222-352-0381, Kenosha, Wisconsin, as depicted on the Attachment and Temporary Zoning District Classification Ordinance, which is incorporated herein by reference.

Adopted this _____ day of _____, 2009.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

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

Parcel Nos. 80-4-222-352-0340;
80-4-222-352-0361; and, 80-4-222-352-0381,
Town of Somers
[City of Kenosha - Property Owners]

ORDINANCE NO. _____

BY: THE MAYOR

Attaching to the City of Kenosha, Wisconsin, territory in the Town of Somers, Kenosha County, Wisconsin, and providing temporary 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, do ordain as follows:

Section One: Territory Attached. In accordance with City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005, the territory in the Town of Somers, Kenosha County, Wisconsin, with an associated population of eleven (11), described on the attached legal description, Attachment "A", and map, Attachment "B", is hereby attached to the City of Kenosha, Wisconsin, as hereinafter provided.

Section Two: Effect of Attachment. From and after April 11, 2009, the date of attachment, the territory described in Section One shall be a part of the City of Kenosha for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all Ordinances, rules and regulations governing the City of Kenosha.

Section Three: Temporary Zoning District Classifications. The territory described in Section One, upon attachment, shall have the temporary zoning district classifications shown on Attachment "C", which zones the territory under the most restrictive classification of the City Zoning Ordinance. This temporary zoning district classification shall be and remain in effect for each parcel of land described therein until this Temporary Zoning District Classification Ordinance is amended as prescribed in Section 62.23(7)(d), Wisconsin Statutes.

Section Four: District and Ward Designation. The territory described in Section One is hereby made a part of the 38th Ward of the 16th District of the City of Kenosha, subject to the

Ordinances, rules and regulations of the City governing Wards and Districts. The County Board of Supervisors for Kenosha County is requested to have the attached area included in the same District and Ward for the County Supervisory seat as for the City Aldermanic seat.

Section Five: 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 Six: Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section Seven: Effective Date. This Ordinance, the Attachment, and the Temporary Zoning District Classifications shall take effect upon passage, publication and April 11, 2009, as provided by law.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

**PETITION OF PROPERTY OWNERS 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.

The current population of the territory to be attached as defined by Section 66.0217(5)(a) of the Wisconsin Statutes is 0.

Legal Description:

Part of the Northeast Quarter and part of the Northwest Quarter of Section 35, Town 2 North, Range 22 East of the Fourth Principal Meridian lying and being in Somers Township, Kenosha County, Wisconsin and more particularly described as follows:

Commencing at the southeast corner of the Northwest Quarter of said Section 35; thence North 1°58'45" West along the east line of said Quarter Section, 1,452.00 feet; thence west parallel to the south line of said Quarter Section, and along the present corporate limits of the City of Kenosha, 410.00 feet to the point of beginning; thence continuing west parallel to the south line of said Quarter Section, 580.00 feet to the southwest corner of the parcel of land described in a Warranty Deed from Anthony and Angeline Taglianetti to Richard Crow on December 18, 1978 and recorded in Volume 1036, Pages 729-30, Document 646280 with the Kenosha County Register of Deeds Office; thence north along the west line of the parcel of land described in said document, and in part, along the present corporate limits of the City of Kenosha, 415.00 feet to the northwest corner of said parcel of land; thence east along the north line of the parcel of land described in said document, 660.00 feet to a point which is 330.00 feet west of the east line of said Quarter Section; thence south parallel to the east line of said Quarter Section, 55.00 feet; thence east parallel to the north line of said Quarter Section, 289.99 feet to a point on the west line of 47th Avenue which is 847.00 feet south of the north line of said Quarter Section; thence north along said west line, 29.70 feet; thence east parallel to the north line of said Quarter Section, and along the present corporate limits of the City of Kenosha, 40.01 feet to a point on the west line of the Northeast Quarter of said Section 35 which is 817.30 south of the northwest corner of said Quarter Section; thence east along the westerly extension of the south line of Parcel "B" of Certified Survey Map 740, and along said present corporate limits, a distance of 40.02 feet to the east line of 47th Avenue; thence south along said east line, 72.40 feet, more or less, to the northwest corner of Lot 4 of Certified Survey Map 1375; thence west along the westerly extension of the north line of said Lot 4, and along said present corporate limits, a distance of 40.02 feet to the east line of the Northwest Quarter of said Section 35; thence south along said east line, and along said present corporate limits, 12.30 feet, more or less, to a point which is 902.00 feet south of the northeast corner of said Quarter Section; thence west parallel to the north line of said Quarter Section, and along said present corporate limits, 330.00 feet; thence south parallel to the east line of said Quarter Section, and along said present corporate limits, 66.00 feet; thence east parallel to the north line of said Quarter Section, and along said present corporate limits, 289.99 feet to the west line of 47th Avenue; thence south along said west line, and along said present corporate limits, 66.25 feet, more or less, to the north line of the parcel of land described in a Warranty Deed from Anthony and Angeline Taglianetti to Glen and Rosemarie Spencer on March 16, 1971 and recorded in Volume 842, Page 413, Document 530175 with the Kenosha County Register of Deeds Office; thence west along the north line of the parcel of land described in said Document 530175, and along said present corporate limits, 159.98 feet to the northwest corner of said parcel of land; thence south along the west line, and its extension southerly, of the parcel of land described in said document, 92.00 feet to the north line of the parcel of land described in a Warranty Deed from Hans Hanson to Jerald Hanson on April 30, 1971 and recorded in Volume 850, Page 171, Document 533399 with the Kenosha County Register of Deeds Office; thence west along the north line of the parcel of land described in said Document 533399, and along said present corporate limits, 210.00 feet to the northwest corner of said parcel of land; thence south along the west line of the parcel of land described in said document, 88.00 feet to the point of beginning; containing 7.381 acres of land, more or less.

Date

Signature of Petition/Owner

Mailing Address/Phone Number

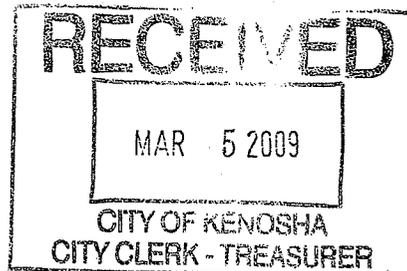
3/5/9

Michael J. Jagers

425 52nd ST KENOSHA, WI

City Clerk - Treasurer, City Agent

262-653-4020



CITY OF KENOSHA

DISTRICT MAP

ATTACHMENT ORDINANCE

SUPPLEMENT NO. **AT1-09** ACCOMPANYING ORD. NO. _____

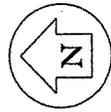
CITY OF KENOSHA PETITION

80-4-222-352-0320

80-4-222-352-0330

(RECORDED AS PARALLEL TO THE NORTH LINE
OF THE NORTHWEST QUARTER OF SECTION 35)

(RECORDED AS) **660.00'**



SCALE 1" = 100'
0' 100' 200'

REFERENCE SURVEY: MAY 1978
R. L. SMITH SURVEY FOR
TAG'S AUTO SERVICE

 DENOTES AREA TO BE ATTACHED
 DENOTES PRESENT CITY OF
KENOSHA CORPORATE LIMITS

(RECORDED AS PARALLEL TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 35)

80-4-222-352-0381

(RECORDED AS) **580.00'**

(RECORDED AS PARALLEL TO THE SOUTH LINE
OF THE NORTHWEST QUARTER OF SECTION 35)

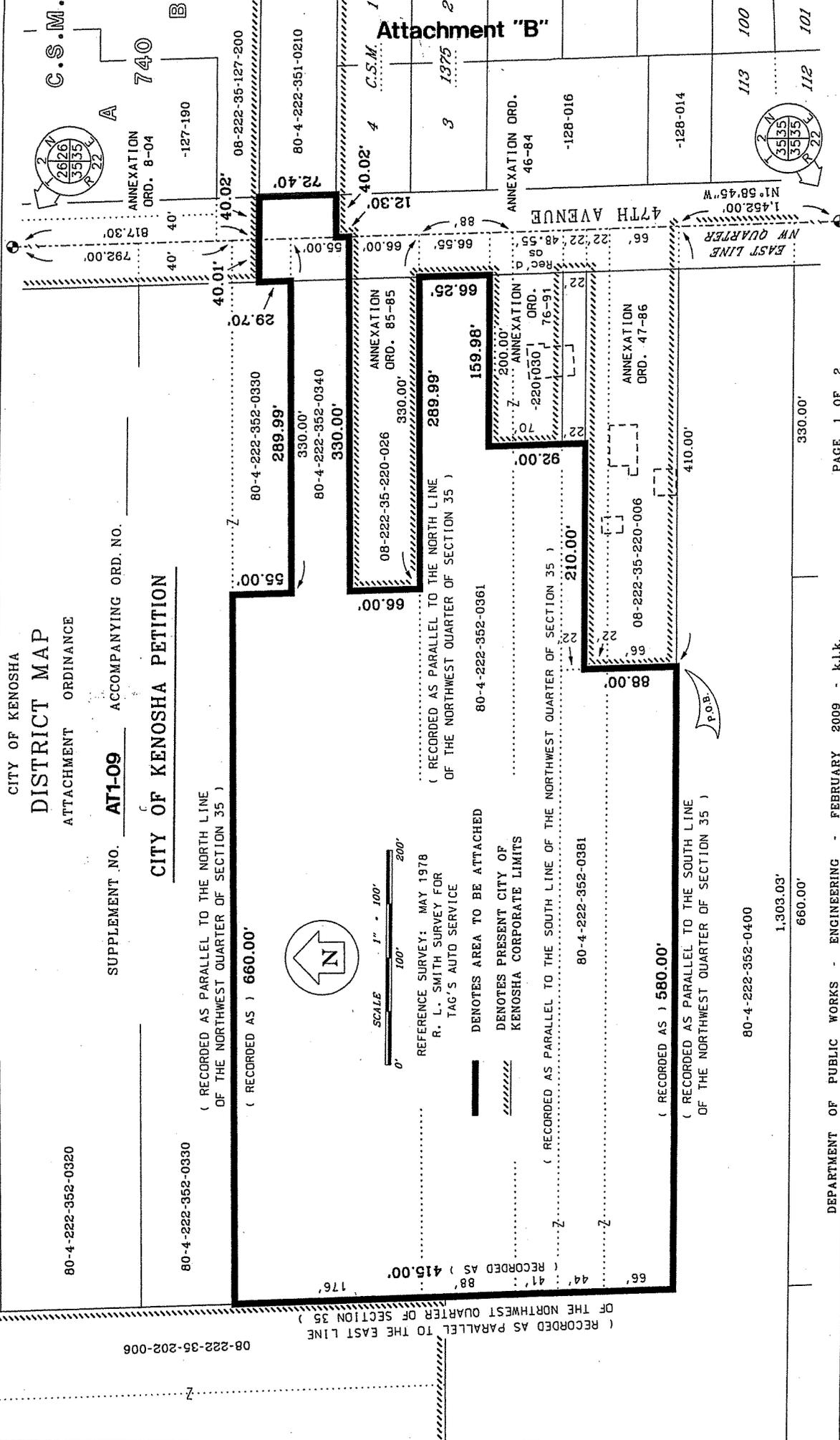
80-4-222-352-0400

1,303.03'

660.00'

DEPARTMENT OF PUBLIC WORKS - ENGINEERING - FEBRUARY 2009 - k.i.k.

PAGE 1 OF 2



Attachment "B"

C.S.M.

740

B

80-4-222-351-0210

C.S.M.

1375

ANNEXATION ORD. 46-84

-128-016

-128-014

113

100

101



ANNEXATION ORD. 8-04

-127-190

08-222-35-127-200

72.40'

40.02'

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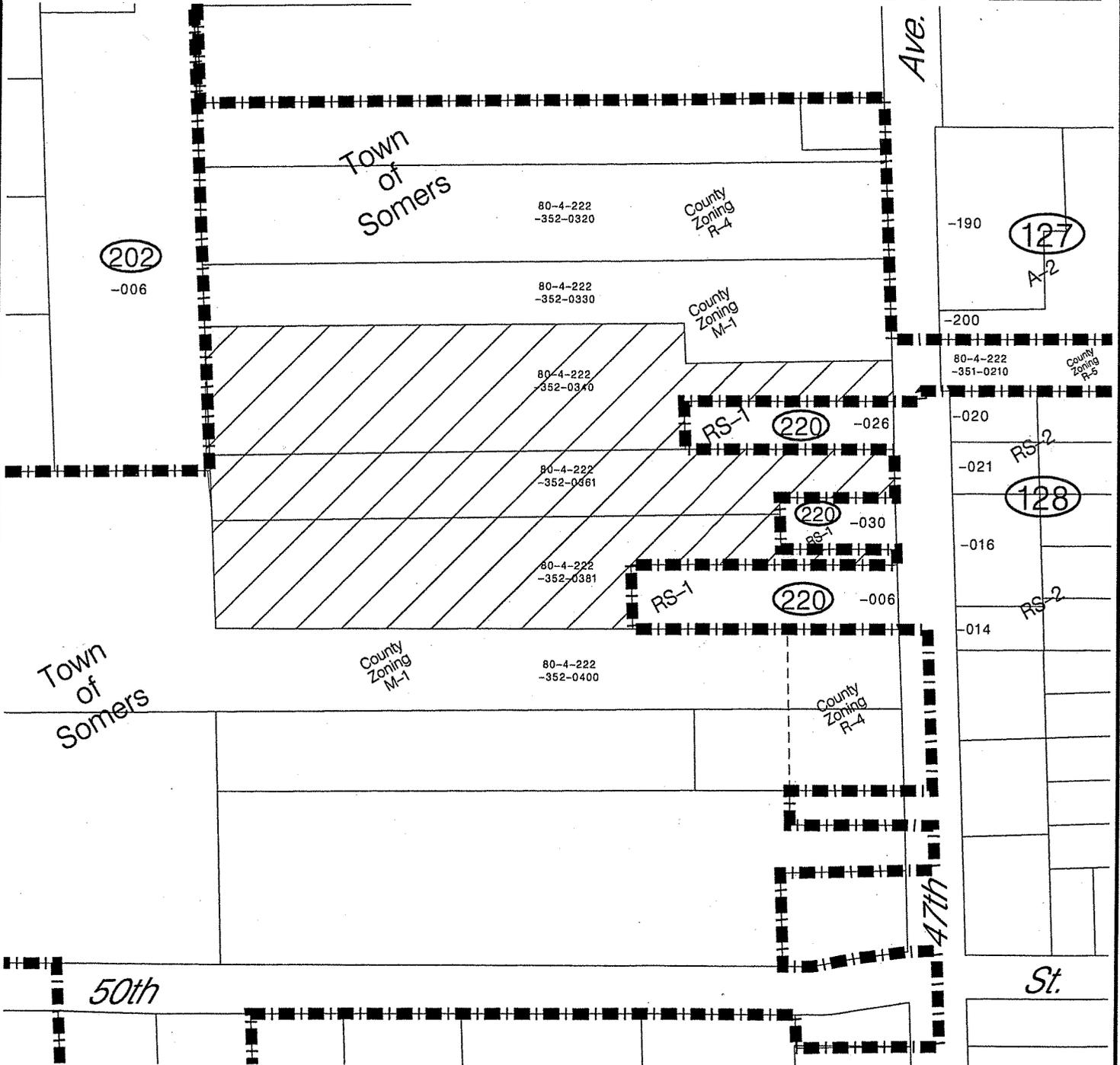
Temporary Zoning District Classification Map

Attachment "C"

SUPPLEMENT NO. AT6-08

ORDINANCE NO. _____

City of Kenosha Petition

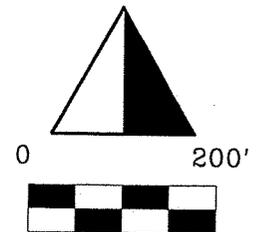


Property to be zoned:

-  A-2 Agricultural Land Holding
-  Air-4 Airport Overlay District Overflight

 Municipal Boundary

NORTH



Appointments/Reappointments
by the Mayor
April 6, 2009

KEITH G. BOSMAN
MAYOR



29
CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010

April 2, 2009

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Kacie Cecchi, 5307 28th Place, Kenosha to the Mayor's Youth Commission to fulfill an unexpired term which will expire November 1, 2010.

Kacie is a freshman at Bradford High School. She participates in softball, swimming and is a member of the Kenosha Cyclones Girls Fastpitch Traveling Softball Team. Kacie won a Mayor's Youth Commission Award last year while attending school at Bullen Middle School. She was very active while attending Bullen and was especially dedicated as a Transition Coach helping 6th graders with rules and policies at the middle school. She looks forward to being active on the Mayor's Youth Commission.

I am confident Kacie will be a conscientious and enthusiastic member of this commission.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Keith G. Bosman'. The signature is written in a cursive style with a long horizontal line extending to the right.

Keith G. Bosman
Mayor

KGB:jd

**Public Construction and
Improvement Contracts
April 6, 2009**

DEPARTMENT OF PARKS
3617 - 65TH STREET
KENOSHA, WI 53142

PHONE: (262) 653-4080
FAX: (262) 653-4093
WEB: www.kenosha.org



Mary Durkee, CPRP
Park Operations Supervisor

Dirk Nelson
City Forester & Special Events
Supervisor

Mike Pancheri
Municipal Golf Course and
Athletics Supervisor

Catherine Mantuano
Keep Kenosha Beautiful Coordinator

ART STRONG, DIRECTOR

TO: ART STRONG, DIRECTOR

FROM: DIRK NELSON, CITY FORESTER

RE: CONTRACT PRUNING RECOMMENDATION

DATE: MARCH 3, 2009

Based upon the results of the Parkway Tree Pruning #02-09 (Park) tabulations, The Care of Trees is the low bidder. This company meets the requirements stated in the instructions to bidders. Mr. Jacob Kubisiak, a certified arborist from the company has met with me to inspect the area to be pruned, and viewed the pruned trees from the 2008 pruning contract to see what the City expects from this contract.

Based on this, I recommend The Care of Trees be awarded this bid.

Tabulation Regarding Lawn Tree Pruning #02-09 (Park)

02/23/09

Preparer: SC

	Landscape		Clean Cut		Aerial Work		The Doctors		Lakeside		Arbor		Trees-B-		The Care		Bella	
	Concepts Mgmt	Tree Service	Services	of Landscaping	Tree Care	Images	Gone	of Trees	Landscaping	No response	Per Contract	No response						
Estimated quantity	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	No
Price Each	37.25	44.00	15.00	36.00	15.00	19.95	15.00	14.83										
Payment Terms	No response	No response	No response	Net 30	Per Contract	No response	No response	No response	No response	No response	No response	No response	No response					
Notes:																		

CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT

CONTRACT SPECIFICATIONS AND SPECIAL CONDITIONS
FOR PRUNING TREES IN LAWN PARK AREAS

Proposal No. 02-09

WORK TO BE PERFORMED. Work shall consist of maintenance pruning work on lawn park area and public right-of-way trees within the City of Kenosha. This includes removing debris from the site and the proper disposal thereof.

LOCATION OF WORK. Work will consist of tree pruning on lawn park areas and public rights-of-way in the following section of the City:

- ➔ East of 39th Avenue and North of Washington Road, including 39th Avenue and Washington Road street trees.

All work shall be conducted in an organized manner and on a block-by-block basis. Written notification of planned work shall be given to residents of the affected area not less than two (2) working days in advance of the schedule work, nor more than seven (7) working days in advance of the work. Work shall begin on Washington Road and proceed North in an organized manner.

Contractor must notify the City Forester of scheduled work locations not less than two (2) working days in advance of said work.

Contractor shall provide the City with a sample of the notification letter to be given to residents in the 2009 Pruning Contract area in advance of commencement of work.

The City reserves the right to change, add or delete areas or quantities as it deems to be in its best interest. The City shall give notice to Contractor of the addresses or areas to be pruned.

SCHEDULE. Pruning operations shall commence no later than thirty (30) days after Contract has been awarded. The time limit for completion of work is December 31, 2009, with any trees within the outlined pruning area that have not been pruned, but which require pruning, being placed on future pruning contracts where no time extension is granted.

Tree pruning shall only be performed during those seasonal periods which will not be injurious to the health and well-being of the tree or the grounds. The City of Kenosha reserves the right to define those periods when pruning will not be permitted by the Contractor. Unless otherwise authorized by the City, failure of the Contractor to comply with the approved pruning schedule shall be sufficient cause to give notice that the Contractor is in default of the contract, and terminate said contract.

WORK HOURS. The Contractor will schedule work between the hours of 7:00 A.M. And 6:00 P.M., Monday through Saturday, unless authorized by the City to do otherwise.

SUPERVISION. The Contractor shall be under the direct supervision of the City or its authorized representatives. Contractor shall consult the Kenosha Park Division ("KPD") concerning details and scheduling of all work. Contractor must have a responsible person in charge of work at all times to whom the KPD may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to KPD of Contractor's responsible person(s). If any incidents occur that will impact any day's work, KPD must be contacted as soon as possible.

INSPECTIONS. The Contractor shall call KPD at 653-4080 between 7:00 A.M. and 8:00 A.M. on the morning of each day work will be performed to inform KPD of locations for that day's work. KPD may conduct inspections of Contractor's work at any time without notification.

PUBLICRELATIONS. KPD has notified abutting property owners of anticipated work using the "Work Notification Form".

KPD shall provide a supply of informative leaflets at no cost to Contractor who will distribute them to each abutting property owner and place them at each building in front of which work will occur. Contractor shall answer any questions from citizens concerning the project. Anyone asking a question that the Contractor cannot answer will be referred to KPD at 653-4080.

SAFETY. Work will conform to the most recent revision of American National Standards Institute Standard Z-133.1-2006 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush). A copy of these standards is on file at the office of KPD and is made a part of the Contract by this reference. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump removal.

DISCONTINUANCE OF WORK. The Contractor shall immediately cease any practice obviously hazardous, as determined by the City, upon receipt of either written or oral notice from the Director of Parks and Forestry, or his designee,

TREEPRUNING. The purpose of the Tree Pruning Contract is to make trees in the lawn park areas in compliance with Section 34.05 D. of the Code of General Ordinances for the City of Kenosha, Wisconsin.

All pruning shall be done in accordance with the American National Standards Institute (ANSI) Standard A300-2001.

Trees shall be pruned in such a manner as to preserve their health and maintain a natural shape. Pruning shall consist of the removal of the lower branches of a tree to provide clearance for both vehicular and pedestrian traffic. No more than one-fourth (1/4th) of the foliage on a mature tree shall be removed within a growing season. Trees planted within any lawn park or public right-of-way areas that are subject to vehicular traffic shall be pruned so that any branches or foliage projecting over such areas provide a clearance of not less than thirteen and one-half (13.5') feet from the pavement. Any branches or foliage projecting over any public right-of-way areas that are subject to pedestrian or bicycle traffic shall be pruned so that any branches or foliage projecting over such areas provide a clearance of not less than eight and one-half (8.5') feet from the pavement or ground.

Not every tree within the 2009 Pruning Contract area will require maintenance pruning. Bypass and note trees do not require Contract pruning.

CLEANUP. All debris from tree pruning shall be cleaned up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. It shall be the responsibility of the Contractor to remove and dispose in a proper and acceptable manner all logs, brush and debris resulting from tree pruning operations. Failure to do so will generate a penalty equal to the cost of cleanup by KPD.

TRAFFICCONTROL. Traffic control is the total responsibility of Contractor and must be coordinated with the Public Safety Dispatcher (656-1234). Contractor is responsible for posting the streets where work is to be performed twenty-four (24) hours prior to the work's

commencement. If it becomes necessary to tow parked vehicles, the Contractor shall coordinate towing with KPD.

COORDINATION OF WORK. Separate crews may work on separate streets if the streets are close to one another. Each crew must complete work on each particular block before moving to another block unless KPD gives permission to do otherwise.

WORKING IN PROXIMITY TO ELECTRICAL HAZARDS. A close inspection shall be made by the tree worker and his supervisor to determine whether an electrical conductor passes through a tree or passes within reach distance of the tree worker before climbing, entering or working around any tree.

Only a qualified line-clearance tree trimmer or qualified line-clearance tree trimmer trainee shall be assigned to the work if it is determined that an electrical hazard exists. A trainee shall be under the direct supervision of qualified personnel. A qualified line-clearance tree trimmer is a tree worker who, through related training and on-the-job experience, is familiar with the special techniques and hazards involved in line clearance. A trainee is a worker regularly assigned to a line-clearance tree trimming crew and undergoing on-the-job training who, in the course of such training, has demonstrated his ability to perform his duties safely at his level of training. (OSHA Standard 29CFR1910.)

There shall be a second qualified line-clearance tree trimmer or line-clearance tree trimmer trainee within normal voice communication during line-clearing operations aloft when:

- The line-clearance tree trimmer or line-clearance tree trimmer trainee must approach more closely than ten (10') feet (3m) to any conductor or electrical apparatus energized in excess of 750 volts;
- When branches of limbs being removed cannot first be cut (with a pole pruner/pole saw) sufficiently clear of the primary conductors and apparatus so as to avoid contact; or,
- When roping is required to remove branches or limbs from such conductors or apparatus.

All other workers shall maintain a minimum clearance of ten (10') feet (3m) from energized conductors rated 50 kV phase-to-phase or less; for conductors rated over 50 kV phase-to-phase, the minimum clearance shall be ten (10') feet plus 4/10 inches (3m plus 10mm) for each kilovolt over 59 kV.

Ladders, platforms and aerial devices, including insulated aerial devices, shall not be brought in contact with an electrical conductor.

When an aerial lift device contacts an electrical conductor, the truck supporting the aerial device shall be considered as energized, and contact with the truck shall be avoided, except where emergency rescue procedures are being carried out. Emergency rescue should only be attempted by properly trained persons familiar with electrical hazards.

TREE DAMAGE. Climbing iron, spurs or spikes are not to be used on trees to be pruned. Any tree damage caused by contractor is to be repaired immediately, and at not additional expense, to the satisfaction of the City. Trees damaged beyond repair, as determined by a qualified arborist, acceptable to the City and the Contractor whose expenses shall be jointly covered by both parties, are to be removed at no expense to the City, with the stump ground to City standards, and replaced by a tree of the size and species designated at no additional expense to the City. The

dollar value of such damaged tree(s), as determined by a qualified arborist, acceptable to the City and Contractor whose expenses shall be jointly covered by both parties, shall be deducted from monies owed the Contractor.

PROTECTION OF OVERHEAD UTILITIES. Tree trimming operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operations. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with or create a personal hazard in conducting the operations of this contract. If the Contractor has properly contact the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

EVIDENCE. In all situations involving injury or property damage, Contractor is not to perform further work until photography, police reports and other evidence gathering activities are completed. The Kenosha Park Division will supply guidelines for this situation. Contractor is to make no statement to anyone about which party might be liable for damages or injuries, or what caused any tree to break apart, fall, etc. All such questions shall be directed to the Kenosha Park Division at 653-4080.

PAYMENTS. Payment shall be made monthly, unless otherwise agreed. Payment shall be made within fifteen (15) working days after CITY receives an invoice or application for payment with adequate cost breakdown to certify payment due. Payment shall be on a per tree basis. Stump removal and cleanup must be completed.

ASSIGNMENT AND SUBLETTING. No Contract shall be assigned or subcontracted without the written consent of KPD. In no case shall consent relieve the Contractor from Contractor's contractual obligation or change the terms of this Contract. Any assignee or subcontractor approved by KPD shall be required to submit insurance certificates as per the Contract requirements prior to any removals.

CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
TREE PRUNING
PROPOSAL NO. 02-09

City of Kenosha,
Room 208, 625 - 52nd Street,
Kenosha, Wisconsin 53140-3480.

Finance:

A representative of this organization has reviewed the proposal documents and inspected the trees noted in the Contract Specifications and Special Conditions, or waived said right, and hereby submits the following proposal to prune said trees in accordance with City of Kenosha specifications and special conditions at the following prices, to be firm for sixty (60) days from date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

Estimated Number of Trees: 4,500

Amount: \$14.83 Per Tree

All work will be completed no later that December 31, 2009, subject to liquidated damages of One Hundred (\$100.00) Dollars per day in the event of delay where no extension is granted.

City reserves the right to designate more or less trees to be pruned based upon bid price per tree and available budget.

The effective date of the Contract shall be the date of return of executed Contract to Contractor with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the work according to the above time schedule.

Cash Discount Terms:

_____ % _____ Days

Net _____ Days

Date: _____

Respectfully submitted,

Firm: The Care of Trees

Signature: [Signature]

Title: Vice President

Address: 275C 12th St.

Wheeling, IL 60090

Phone: 847-459-8400 Fax: 847-459-7469

Optional:

Are you a minority owned
business? Yes _____ No X

AFFIDAVIT OF ORGANIZATION AND AUTHORITY AND CAREFUL INSPECTION OF SITE AND PREPARATION OF PROPOSAL OR BID

Illinois
STATE OF WISCONSIN)
COUNTY OF COOK) :SS.

Kathleen S. Hendricksen, being first duly sworn, on oath, deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below, and that all statements herein are made on behalf of such Bidder, and this deponent is authorized to make them.

[Fill Out Applicable Paragraph]

CORPORATION. The Bidder is a corporation incorporated and existing under the laws of the State of Illinois, and its President is Karl Warnke, its Secretary is David Adavite, and it does have a corporate seal.

~~The President is authorized to sign construction contracts and bids for the Company by action of its Board of Directors taken on _____, a certified copy of which is attached hereto. [Strike out this last sentence, if applicable.]~~

LIMITED LIABILITY COMPANY. The Bidder is a limited liability company organized and existing under the laws of the State of _____ Pursuant to its articles of organization, the Bidder may be bound by action of its managing member/members [strike one].

PARTNERSHIP. The Bidder is a partnership consisting of _____, General Partners, doing business under the name of _____.

SOLE PROPRIETOR. The Bidder is an individual; and, if operating under a trade name, such trade name is as follows: _____.

ADDRESS. The business address of the Bidder is as follows:

The Care of TRS
275C Wabash St.
Whiting, IL 60090
Telephone Number: 847-459-8400

STATUTORY SWORN STATEMENT

Kathleen S. Hendricksen, also deposes and states that he/she has examined the Instructions to Bidders, has investigated site conditions; or, in the alternative, has waived such inspection at Bidder's peril, and has carefully prepared the Bid Proposal from the plans and specifications, and checked the same in detail before submitting this proposal or Bid. The undersigned also deposes and states that the statements contained in this Affidavit are true and correct.

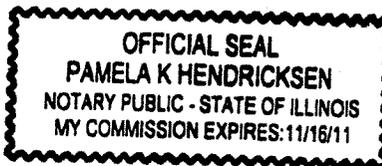
[Corporate Seal]

Signed: Kathleen S. Hendricksen
Typed Name: Kathleen S. Hendricksen
Title: Vice President
Date: 2/18/09

Illinois
STATE OF WISCONSIN)
COUNTY OF COOK) :SS.

Subscribed and sworn to before me
this 18 day of February, 2009.

Pamela K. Hendricksen



Notary Public, COOK County, Wisconsin Illinois
My Commission expires/is: _____

**CITY OF KENOSHA
REFERENCE SHEET**

1. **Name:** Warren Township Hwy. Dept.
Contact: Gerald Rudd
Address: 17801 W. Washington St. Gurnee, IL 60031
Phone: 847-244-1101 x.105 **Fax:** 847-244-1247
2. **Name:** Waukegan Park District
Contact: Scott MacLean
Address: 2000 Belvidere St. Waukegan, IL 60085
Phone: 847-360-4750 **Fax:** 847-244-7435
3. **Name:** Abbott Laboratories
Contact: David Spittlemeister
Address: 200 Abbott Park Rd. Abbott Park, IL 60009
Phone: 847-937-2288 **Fax:** 847-938-5718
4. **Name:** Village of Gurnee
Contact: Jake Balmes
Address: 1151 Kilbourne Rd. Gurnee, IL 60031
Phone: 847-623-7672 **Fax:** 847-623-7699



Our business is people and their love for trees

The Care of Trees
275c 12th St
Wheeling, IL 60090

Tel 847.459.8400
Fax 847.459.7469
www.thecareoftrees.com

February 18, 2009

Ms. Carol L. Stancato, Director of Finance
City of Kenosha
Room 208
625 52nd St.
Kenosha, WI 53140-3480

Re: Tree Pruning Proposal No.02-09

To Whom it May Concern:

To the best of its knowledge, The Care of Trees complies with all applicable federal, state and local laws.

As this is a publicly funded project, prevailing wage laws, both Federal and/or state may apply depending upon the nature and scope of the work completed. As this is a tree maintenance contract and no construction is involved, construction wage scales may not be applicable.

Our firm pays a rate of pay to its employees that is prevailing or above for the arboricultural profession. Our bid was predicated upon these current rates. Should we need to follow prevailing wages, the contract will have to be adjusted to reflect any actual additional costs.

Please also be advised that our employees working on tree pruning should we be awarded the contract, has successfully passed the Electrical Hazards Awareness Program run by the Tree Care Industry Association (TCIA).

Sincerely,

Kathleen S. Hendricksen
Vice President





Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer

Street Division
John H. Prijic
Superintendent

0-3

Fleet Maintenance
Mauro Lenci
Superintendent

Waste Division
Rocky Bednar
Field Supervisor

Administrative Supervisor
Janice D. Schroeder

31a

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

March 27, 2009

To: G. John Ruffolo, Chairman
Public Works Committee

From: Michael M. Lemens, P.E.
Director of Engineering / City Engineer

Subject: Project: 08-1017 38th Street Reconstruction – Phase I

Location: 38th Street – I94 to CTH S

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineers estimate provided by the consultant was \$813,000.00. Budget amount was \$980,000.00.

Phase I of this project consists of reconstruction, from 500 ft east of the bridge over Kilbourn Ditch to CTH S including excavation, salvaging asphaltic pavement, concrete pavement 8.5-Inch, base aggregate dense 1 ¼-Inch, fly-ash stabilized subgrade 12-Inch, grading, concrete curb and gutter, storm sewer, street lighting, traffic control, pavement marking, and permanent signing.

Following is the list of bidders:

	Base Bid
Lalonde Contractors, Milwaukee, WI	\$866,221.52
Zignego Company, Waukesha, WI	\$902,567.80
A.W. Oakes, Racine, WI	\$931,616.70
C.W. Purpero, Oak Creek, WI	\$938,982.59
Cornerstone Pavers, Racine, WI	\$1,062,900.00

It is recommended that this contract be awarded to Lalonde Contractors, Milwaukee, Wisconsin for the base bid amount of \$866,221.52 plus \$86,778.48 in contingency for unforeseen conditions (if needed), for total award amount of \$953,000.00. Funding is from CIP Line Item CO-08-002.

MML/kjb

cc: Carol Stancato, Director of Finance



Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer

Street Division
John H. Prijic
Superintendent

C-4

Fleet Maintenance
Mauro Lenci
Superintendent

Waste Division
Rocky Bednar
Field Supervisor

Administrative Supervisor
Janice D. Schroeder

31b

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

March 27, 2009

To: G. John Ruffolo, Chairman
Public Works Committee

From: Michael M. Lemens, P.E.
Director of Engineering / City Engineer

Subject: Project: 09-1221 Waste Transfer Wall Repair
Location: 1001 50th Street

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$35,000.00. Budget amount was \$75,000.00.

This project consists of the complete removal of an existing 6"x8" timber loading wall deflector shield, fabrication of new steel wall supports anchored to an existing 12" concrete wall and supplying and installation of 1/2" steel plate deflector shield (field welded in place).

Following is the list of bidders:

	Base Bid
Bane Nelson, Kenosha, WI	\$28,600.00
United Mechanical, Racine, WI	\$29,795.00
Redwood Construction, Union Grove, WI	\$34,500.00
Weldcraft, Kenosha, WI	\$34,965.00
United Construction, Racine, WI	\$42,900.00

It is recommended that this contract be awarded to Bane Nelson, Kenosha, Wisconsin for the base bid amount of \$28,600.00 plus \$5,000.00 in contingency for unforeseen conditions (if needed), for total award amount of \$33,600.00. Funding is from CIP Line Item OT-09-001.

MML/kjb

cc: Carol Stancato, Director of Finance

Other Contracts and Agreements
April 6, 2009

DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
KENOSHA, WISCONSIN 53140
(262) 653-4030
FAX (262) 653-4045
www.kenosha.org



132a
CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Mayor Keith Bosman
Members of the Common Council
Members of the Finance Committee

FROM: Anthony Geliche, Community Development Specialist *AS*

RE: **Subgrantee Agreement between the City of Kenosha and
Wisconsin Womens Business Initiative Corporation**

DATE: March 31, 2009

Attached is the Agreement between the City and Wisconsin Womens Business Initiative Corporation (WWBIC) for the period of March 1, 2009 to February 28, 2010.

WWBIC is proposing to use \$24,000 in CDBG funds to provide technical business assistance to micro-enterprises, a business employing or will employ five or fewer employees and \$56,000 in CDBG funds for loans to micro-enterprises.

The funds will be used to pay salary and fringe benefits of those providing the assistance as well as direct loan assistance.

The Budget (Exhibit A) and Scope of Services (Exhibit B) provide detail on the use of the funds.

Funding of this proposal was approved by the CDBG Committee and would come from funds allocated to Economic Development activities under the City's CDBG Program.

Minutes from the CDBG Committee meetings where this proposal was discussed are attached for your information.

If you have any questions, please contact me at 653.4030.

TG:kas
Attachment

(Exhibit A)

BUDGET

**Wisconsin Women's Business Initiative Corporation
Micro-Enterprise Loan Fund/Technical Assistance**

Technical Assistance.....	\$24,000
Loans.....	<u>\$56,000</u>
TOTAL.....	\$80,000

(Exhibit B)**SCOPE OF SERVICES****Wisconsin Women's Business Initiative Corporation
Micro-Enterprise Loan Fund/Technical Assistance**

Funds used under the terms of this Agreement are to be used to assist micro-enterprises (a business employing five or fewer full-time equivalent employees, one of whom is the owner) located within the City of Kenosha.

Under the terms of this Agreement, the WWBIC shall:

A. Use of Funds**1. Utilize funds to provide technical business assistance services to micro-enterprises**

- Provide business training and/or technical assistance support services to 48 low-to moderate income individuals through the various levels of classes and training sessions.
 - Increase comprehension of entrepreneurship and business acumen, including business financing, bookkeeping, cash flow projection, marketing, and business operations and management.
 - Provide one-on-one technical assistance to appropriate entrepreneurs and business owners via WWBIC's "Can We Talk" sessions regarding finance options.
 - Provide individualized technical assistance to loan fund borrowers as needed to strengthen and grow their businesses.
 - Individuals receiving technical assistance will be guided by WWBIC's "Client Assessment" form that evaluates and suggests needed assistance for their business.
 - Individuals served by WWBIC technical assistance shall have a "business plan" completed by WWBIC prior to the receipt of assistance.
 - Conduct proactive outreach to other business assistance providers and meet with at least five prospective partners.
 - Salary and fringe benefits shall be reimbursed for actual time spent on technical assistance.
 - Actual time spent shall be documented with time records kept by each employee.

2. Utilize funds to provide loans up to \$15,000 maximum per micro-enterprise

- Provide a minimum of four (4) loans to micro-enterprises and create at least four (4) new full-time equivalent (FTE) jobs for low-to moderate income persons.
- Loans shall be provided to income eligible entrepreneurs and to small businesses, employing low and moderate income persons which shall generally be for fixed asset and equipment purchases, working capital expenses or facility acquisition.
- Leasehold or property improvements will require that Federal Fair Labor Standards be followed and WWBIC will be responsible for monitoring compliance with these regulations to assure that the Federal requirements are met.
- Appendix A of 24 CFR 570 related to evaluating project costs and financial requirements shall be followed (attached).
- Funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one Labor Market Area (LMA) to another LMA if the relocation is likely to result in a significant loss of jobs in the LMA from which the relocation occurs.

**Community Development Block Grant Committee
Minutes
Monday, December 1, 2008**

MEMBERS PRESENT: Alderman Katherine Marks, Alderman Anthony Kennedy, Alderman Tod Ohnstad, and Ron Frederick

MEMBERSEXCUSED: Anita Faraone, Arthur Landry, and Tim Mahone

STAFF PRESENT: Jeff Labahn and Anthony Geliche

The meeting was called to order by Alderman Marks at 5:05 p.m. Roll call was taken.

1. Approval of Minutes from the October 8, 2008 Meeting

A motion was made by Mr. Frederick and seconded by Alderman Kennedy to approve the minutes as written. The motion passed unanimously (4 ayes; 0 noes).

2. Request from Wisconsin Women's Business Initiative Corporation (WWBIC) for the use of \$100,000 in Economic Development CDBG Funds

Heather Lux and Mary Ngiela attended representing WWBIC. Ms. Lux said at the last meeting there was a question regarding the number of loans processed or in process. WWBIC held ten (10) "Can We Talk?" sessions. Seven (7) were with clients from Kenosha. WWBIC will close on a loan with Savannah Restaurant tomorrow, December 2nd. A second loan will close on December 18th and WWBIC has two (2) additional loans in the pipeline.

Question: Alderman Marks asked what the loans amounts were for each of these loans.

Answer: Ms. Ngiela said the Savannah loan is for \$25,000 (\$15,000 from CDBG funds and \$10,000 from WWBIC). The loan closing on December 18th is for \$50,000 (\$15,000 from CDBG funds and \$35,000 from WWBIC). The other two loans are for \$100,000 and \$40,000. The CDBG agreement was that each loan would receive \$15,000 from CDBG funds and WWBIC would provide the additional funds.

WWBIC has been working with banks and receiving referrals for people looking for micro loans. Some are existing businesses. WWBIC is doing outreach at locations such as HarborMarket to get the word out about our loans and technical education.

Question: Mr. Frederick asked to what kind of relationship WWBIC has with KABA.

Answer: Tony Geliche, Community Development Specialist, said KABA provides bigger loans for businesses with a larger number of employees. WWBIC

provides smaller loans for businesses with a fewer number of employees. KABA does not provide micro enterprise loans, but there is nothing stopping KABA, WWBIC and CEDCO from working together.

Question: Alderman Ohnstad asked what the loan for Savannah's Restaurant is for since they are already in existence.

Answer: Ms. Ngiela said it is for cash flow and for purchasing equipment such as a refrigerator.

Question: Alderman Ohnstad asked how many additional loans were pending?

Answer: Ms. Ngiela said Cafe de Lube is going before the Loan Committee for \$50,000. An information technology business is being reviewed for \$100,000 and a construction business is being reviewed for \$50,000.

Alderman Kennedy said there is only approximately \$125,000 available in the Economic Development fund. WWBIC is requesting \$100,000.

A motion was made by Alderman Kennedy to approve for WWBIC 64% or \$76,897.97 of the \$120,153.08 available Economic Development funds.

Mr. Frederick said he would prefer to hear the presentations from both applications before making any decisions.

Alderman Kennedy withdrew his motion.

Alderman Ohnstad stated that we do not have to approve funding this evening nor does the committee have to allocate all the funds.

Question: Alderman Marks asked if the funding for the loan to Savannah's Restaurant would come from 2008 funding.

Answer: Yes, funding for the Savannah loan and the 3 other possible loans would be with 2008 CDBG funds.

A motion was made by Alderman Ohnstad and seconded by Mr. Frederick to proceed to Item #3. The motion passed unanimously (4 ayes; 0 noes).

3. Request from Community Economic Development Corporation (CEDCO) for the use of \$56,000 in Economic Development CDBG Funds

Celia Font and Sharlene Moore-Carr attended representing CEDCO. Ms. Font said CEDCO is requesting \$40,000 for salaries and \$16,000 for administration and office space. Their current contract is effective from March 1, 2008 thru February 28, 2009. The former director left, so the agency is still working on obtaining their current funding. Mr. Geliche said their first draw of approximately \$18,000 for salaries and fringe benefits is pending

documentation of clientele served. Ms. Font stated CEDCO works in collaboration with WWBIC to provide technical assistance to people interested in opening a business. CEDCO is offering a job workshop in Spanish on December 8th. They have provided services to 30 new clients. CEDCO hosted a Business Expo with many Kenosha businesses participating. CEDCO also just presented a website development workshop which yielded two (2) loan referrals.

Michael Shields, a Racine alderman, said he would like to see the services CEDCO provides to clients in Racine be provided to Kenosha residents as well. Mr. Shields would like to see a continued relationship between CEDCO in Kenosha/Racine to provide the necessary services to potential business owners.

Question: Alderman Ohnstad asked if the current draw of \$18,000 would deplete the funding received in 2008.

Answer: Mr. Geliche said no, \$18,000 is just under half of the funding received. CEDCO's agreement is effective through February 2009. The draw is for April - October 2008.

Mr. Frederick asked that CEDCO share a couple of their success stories. Ms. Font said there was a gentleman from Illinois who wanted to open a Home Health Care business. We could not help him with a loan, but we did assist him with marketing to get his name out into the community to help make his business a success.

We held a website design workshop. Two people walked in who were very excited about the workshop. They were not able to attend, but did spread the word that we offer that type of workshop.

We help businesses get started, but we also follow through once they are in business making sure they have the funds and backup they need to stay in business.

Question: Alderman Ohnstad asked which business in Kenosha has your organization made a loan to.

Answer: Mr. Geliche explained that CEDCO just provides technical assistance. WWBIC provides loans and technical assistance.

Alderman Ohnstad asked for another example of a successful venture. Ms. Font said there was a cleaning service that CEDCO provided technical assistance to that has been successful. Mr. Shields said CEDCO is very involved in assisting potential business owners build a portfolio that will help them be successful as they move to the next stage.

Question: Alderman Marks asked for examples on how WWBIC and CEDCO work together.

Answer: Ms. Font said the two agencies can work together on the workshops and that she will set up a time to meet with them soon. The workshops are held in

Racine, but Kenosha people do attend. Ms. Lux said having a WWBIC Kenosha office has been very beneficial. A 2009 class schedule is currently being prepared. WWBIC provides the instructors for classes held at the CEDCO location.

Alderman Marks stated that CEDCO assists people who wish to start a business but do not know where to start. CEDCO helps them know their own finances and how to set up a business plan. Alderman Marks said Kenosha has many fine locations available to open a new business, such as downtown, uptown, and the newly constructed, Brass Center. Lakeshore BID is the organization to contact for information on downtown locations. Uptown does not have a particular organization to contact, but there are business owners in the uptown area who would be more than willing to assist in any way they can to bring new businesses to the area. Specific marketing plans for both WWBIC and CEDCO need to be developed so this committee can better understand where the funds are being spent.

A motion was made by Mr. Frederick and seconded by Alderman Kennedy to allocate \$80,000 to WWBIC and \$40,000 to CEDCO in Economic Development CDBG funds to be precisely proportioned based on their original request.

Alderman Ohnstad said he is hesitant to spend all the Economic Development funds. WWBIC has money remaining from their previous grant with loans in the pipeline. Alderman Ohnstad stated he did not want to spend the funds without people waiting to spend it. CEDCO has only spent half of their funding. Alderman Ohnstad said he would like to see a more complete success story before providing additional funding.

Mr. Frederick stated his motion is only a recommendation and contingencies can be added to the recommendation to satisfy Alderman Ohnstad's concerns. Alderman Marks said the committee can provide the funds in an "as needed" basis, which has been done in the past. Alderman Marks said instead of reducing the Economic Development fund to zero, the committee can reconvene if WWBIC has projects ready for loans.

A motion was made by Alderman Ohnstad to defer funding WWBIC and CEDCO until the beginning of 2009 to see which loans have come forward. There was no second. The motion failed.

Mr. Frederick recommended that the levels proposed in his motion be contingent on a review of the progress made by WWBIC and CEDCO in late January or early February as this is funding for 2009.

Alderman Kennedy said he would not support this because these two agencies gave a presentation to this committee showing what they would do with the funding. We asked them to come back again tonight. Now, we are asking them to come back a third time. What will change the third time? We did not ask any other agency to do this. The committee looked at what was important and voted. Why is this different?

Alderman Marks said the difference is that the other agencies asked for funding for a specific project. There is no substance for these projects. We do not know how these funds are being leveraged, being spent, and what difference they are making in the

community. Mr. Frederick said at the meeting in 2009 based on the agencies progress, we can either accept the recommendation level or reject it. Alderman Kennedy said if we approve the motion on the floor, WWBIC would use \$55,000 for loans and \$35,000 for technical assistance and CEDCO would use their \$40,000 for technical assistance to help clients with their ideas. What information is needed from WWBIC and CEDCO at the meeting to change our minds? Alderman Ohnstad said for WWBIC, what if they have all this funding available without any clients in the pipeline requesting funds. Alderman Ohnstad said he would like additional proof that the funds are needed. For CEDCO, he would like to see more detail on what they are doing for people wishing to start a business. Alderman Ohnstad said he is hesitant to provide additional funding when they haven't spent the 2008 funding.

Alderman Marks said with the I-94 project there will be many opportunities available. The City has many new larger employers building here. She would like to hear plans from both agencies on how you are marketing their services, working and partnering with Lakeshore BID, Brass Center, Chamber of Commerce, etc. to help the City of Kenosha. Alderman Marks said she would also like to see how WWBIC and CEDCO are collaborating with each other and others in Kenosha County.

A motion was made by Alderman Kennedy and seconded by Alderman Ohnstad to open the meeting for public comments. The motion passed unanimously (4 ayes; 0 noes).

Mr. Shields said with the slow down in the economy, people may be hesitant to request loans to start a business. But, we can still work with people to prepare them for when the economy stabilizes and is better for starting new businesses. Opening a new business is a slow process. Some of our clients have no experience and it is not an easy process. Alderman Marks said with the shaky economy, the loan money may not move.

The motion to allocate \$80,000 to WWBIC and \$40,000 to CEDCO in Economic Development CDBG funds to be precisely proportioned based on their original request passed unanimously (4 ayes; 0 noes). Note: Discussion occurred by the committee and was understood by all, including the two applicants, that there will be a follow-up meeting at the end of January or early February 2009, with specific goals, before any contracts will be issued. There was no formal motion or formal approval taken on the follow-up meeting.

4. Any other Business as Authorized by Law

No other business.

5. Public Comments

Public hearing opened.

Mr. Shields thanked the committee for allowing CEDCO to present to them this evening.

Public hearing closed.

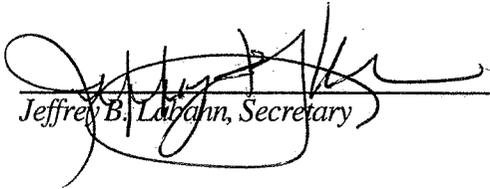
4. Commissioner Comments

No Commissioner comments.

*A motion to adjourn was made by Alderman Ohnstad and seconded by Alderman Kennedy.
The motion passed unanimously (4 ayes; 0 noes).*

The meeting adjourned at 5:55 p.m.

*Certification that the minutes have been approved by the Community Development Block Grant
Committee.*



Jeffrey B. Labahn, Secretary

**Community Development Block Grant Committee
Minutes
Wednesday, February 18, 2009**

MEMBERS PRESENT: Alderman Katherine Marks, Alderman Anthony Kennedy, Arthur Landry, Tim Mahone, Alderman Tod Ohnstad, and Ron Frederick

MEMBERS EXCUSED: Anita Faraone

STAFF PRESENT: Jeff Labahn and Anthony Geliche

The meeting was called to order by Alderman Marks at 5:05 p.m. Roll call was taken.

Approval of Minutes from the December 1, 2008 Meeting

Alderman Ohnstad said in the article provided in the packet it states CEDCO provides loans. The minutes on page 3 indicates funding is for technical assistance only, not loans. Mr. Geliche said even though CEDCO may offer loans, our funding is for technical assistance only.

A motion was made by Alderman Ohnstad and seconded by Mr. Frederick to approve the minutes as written. The motion passed unanimously (5 ayes; 0 noes).

1. Authorization to Issue CDBG Agreement between the City and CEDCO

Randy Luter, Interim Executive Director, passed out a revised flowchart showing what happens when someone calls or comes into the office.

Alderman Kennedy arrived.

Mr. Luter said there are several ways clients contact CEDCO. Clients set up appointments, walk-ins, telephone with inquiries, and business site visits are offered. CEDCO receives many telephone inquiries and we try very hard to get the potential clients to come into the office. Mr. Luter said CEDCO is still working on an effective means to report the assistance provided clients for HUD.

When a potential client contacts CEDCO, we assess their current situation. We ask them if they have a business plan or a business idea. Many potential clients have several business ideas, but do not know where to go from there. Some of the potential clients are referred to WWBIC.

CEDCO and WWBIC offer seminars together to identify which business flow they want to follow. Then the clients move on to prepare their business plan. This can be in a group setting or 1:1. CEDCO and WWBIC work together on business plans also. The business

plan is the most important part of the process. It tells the potential business owner where they are going. Once the business plan is secure, then the client moves onto other areas of the business such as generating options and solutions; clarifying roles, relations & functions; etc. CEDCO has a checklist that must be completed before referring a client to WWBIC and other lending institutions for financing. CEDCO continues to work with their clients by providing technical assistance even after financing is secured to ensure they are successful. WWBIC also provides reverse referrals if they have a client who is in need of our technical assistance.

Two examples of clients who will be referred to WWBIC in the near future are:

1. LiVito, LLC, a company looking to sell portable imaging machines in the area. There are only two similar companies in the area at this time.
2. New Seasons Adult Family Homes, Inc. is a 3-4 bed private room community-based adult family home. Mr. & Mrs. Kenner, 1619 24th Avenue, said they received their license from the State in December 2008. They were looking for start up funding so went to CEDCO. CEDCO reviewed their business plan and connected us with WWBIC and other private lenders. Mr. Luter is very flexible when setting up meetings with us. The Kenners said they want to offer a group home that is over and above what is currently offered in Kenosha.

Mr. Luter said they are working with the State of Wisconsin, Department of Commerce for a \$100,000 grant to add to their minority loan fund for Racine and Kenosha as a matching grant. There is a need for administrative funds to keep the program running smoothly and to administer the loan funds.

Question: Will the New Seasons Adult Family Home be handicapped accessible for the 3-4 individuals?

Answer: The home is for individuals who are fully ambulatory. We do hope to open additional homes in the future.

Question: Was a current census taken to show a need for this facility?

Answer: No.

Question: Are you under contract with Community Care?

Answer: Yes, we just received confirmation we were approved by Community Care.

Alderman Ohnstad asked if CEDCO was working with anyone else. Mr. Luter said another client was Mr. Perez who has 30 years experience in the stainless steel business. He owns a building in Kenosha and wants to open his own business. He does not have a business plan. He is outsourcing his work right now, but has 3-4 contractors in the wings waiting for him to open his own business in Kenosha. CEDCO is also working with one contractor and several indirect sub-contractors for the I-94 project.

Mr. Mahone asked how involved CEDCO is with the I-94 project. Mr. Luter said he is on two committees. One committee deals with the labor force required to work on the I-94 project. The other committee is for jobs other than skilled contractors. There will be many job opportunities available in addition to the skilled contractors needed for this project. There are not many construction firms in the Kenosha/Racine area. The DOT will be involved in the bidding process for the prime contractors and sub-contractors.

The individuals interested in working of the I-94 project will be looking for financing for equipment. Mr. Mahone said this is a very important project for business and the people. Mr. Luter said some people who worked on the Marquette Interchange and have offered their assistance.

A motion was made by Mr. Mahone and seconded by Alderman Kennedy to authorize a CDBG Agreement between the City and CEDCO for funding in the amount of \$40,000. The motion passed unanimously (6 ayes; 0 noes).

The committee asked to receive updates on the progress of CEDCO's activities. Mr. Geliche said he would include reimbursement requests in meeting packets as they are submitted. WWBIC sends a quarterly update showing success stories and finances. Mr. Mahone asked if DOT contracts were part of the report and if not, could that be added. Mr. Luter said that could be added to their report. Alderman Marks said she would like to see the report show the relationship between CEDCO and WWBIC along with how they are marketing the downtown and uptown areas.

2. Authorization to Issue CDBG Agreement between the City and WWBIC

Heather Lux, SE Wisconsin Office Project Director, and Barb Fischer-Galley, Administrative Assistant, were in attendance representing WWBIC. Ms. Lux gave a presentation to the committee. She stated that WWBIC's goal was to serve 64 people in Kenosha. Through February 18, 2009, 104 people have been served with 49 of those being low to moderate income individuals.

WWBIC has formed a new partnership with the Shalom Center by offering their first class their on February 17, 2009. Ms. Lux said WWBIC will be holding five (5) Volunteer Income Tax Assistance workshops. WWBIC is conducting classes at the CEDCO location. Ms. Lux said representatives from CEDCO, WWBIC and WHEDA will be meeting with local lenders to let them know of their services and that if they are unable to lend to individuals, WWBIC may be an option.

WWBIC's goal was to increase their outreach venues in Kenosha by five (5) in 2008. Through the end of November 2008, WWBIC has participated in 12 new outreach opportunities.

One (1) loan was approved and one (1) was denied since our last meeting. A loan for a business called "Naturally Delicious" located at 5115 Seventh Avenue was just approved. This is a catering business using all natural and organic products.

Question: On the loan that was denied, do you continue to work with them to help them bet their loan approved?

Answer: Yes, Mary Ngiela, our loan officer for SE Wisconsin, works with them and they can reapply in three to six months said Ms. Lux.

Question: What is the success rate for second time loan applicants?

Answer: Ms. Lux said she did not have that information and would have to get that information to the committee. WWBIC does provide technical assistance throughout the loan process.

There is a loan in the pipeline for \$50,000 that will be reviewed by the Loan Committee on February 26, 2009. There is also a \$80,000 loan for a retail business in process. We have held a "Can We Talk" and hope to have an application for a daycare by February 20, 2009. We conduct 6 – 8 "Can We Talk" sessions a month. These sessions are where individuals sit down with Mary Ngiela and see where they are with their business plan.

The committee had a concern about Kenosha representation on the WWBIC loan committee. Mary Fischer-Tracy from First Banking Center has been added to the loan committee and there is a possibility of a second person being added.

Ms. Lux distributed an article on Yahoo regarding increased interest in micro loans in which Wendy Baumann, President of WWBIC, was quoted.

Question: Is WWBIC involved with the DOT I-94 project?

Answer: No, we are not. Ms. Lux said she joined WWBIC in September and they were not involved with the project at that time.

Mr. Landry thanked Ms. Lux for getting a Kenosha representative on the loan committee.

A motion was made by Alderman Ohnstad and seconded by Alderman Kennedy to authorize a CDBG Agreement between the City and WWBIC for funding in the amount of \$80,000. The motion passed unanimously (6 ayes; 0 noes).

Alderman Marks said she is glad to see WWBIC is instrumental in bringing new businesses into downtown and the community.

Mr. Luter asked if he could get a list of available property in the downtown area. Tony Geliche, Community Development Specialist, said he can get that information from the City Development office.

3. 2010 – 2014 Consolidated Plan

Tony Geliche said Common Council approved an agreement between the City and Urban Strategies, Inc. to assist in the preparation of the 2010 – 2014 Consolidated Plan. The

Consolidated Plan is a HUD requirement to receive CDBG and HOME funds and is a collaborative process identifying the needs in Kenosha in relation to housing, homelessness and Community Development needs. The goals, priorities and programs to address these needs are established once the needs are identified. We collaborate with other agencies to help meet the needs. We do need to incorporate the ESG (Emergency Shelter Grant) program needs into our Consolidated Plan.

The Consolidated Plan will need to be adopted, refined and debated so that it has clear objectives for those requesting funding. The plan can be amended as situations change.

This committee will review the findings of the consultant, provide suggestions for the consolidated plan and approve the goals and recommendations. The goals and recommendations will go before the Plan Commission and Common Council for adoption.

The consolidated plan in the past has been generic. This is an opportunity to have a plan that we hope will better address the needs of the community. The process begins tomorrow with a meeting with the City, United Way, UW Extension, and Kenosha County to see if they are willing to work together on this project. The adopted Consolidated Plan is required before we can move into our next CDBG Program year process.

Question: In the past 2-3 months, two (2) groups have come together for persons with mental illness and the homeless. They are Change and KARE. Can those two (2) groups be surveyed for their input for the Consolidated Plan? The KARE Center is looking to replace their current facility.

Answer: Mr. Geliche said the list is currently being put together.

Alderman Marks said this plan goes hand-in-hand with our Allocation Plan. This plan will give us guidance for our percentages on how we allocate our funds. Mr. Frederick said he is hopeful that mental illness will be addressed. There is a waiting list for the current facilities. Alderman Marks said with the economic situation the way it is today, mental illness may be affecting more people.

Alderman Marks said she would like the committee to meet monthly through June. Possibly representatives from Urban Strategies, Inc. can meet with the committee in March and explain to the committee what they are doing. She asked if the committee would check on the 2nd and 3rd Wednesdays of the month to see if meetings could be arranged on either of those days.

4. CDBG Activity Balances

Tony Geliche said the three (3) page report shows the actual funding through Block Grant and the current balances for each agency. In the left hand column is the year the project was funded and the year the funds were allocated. The report also shows what the total contract amount is and what each agency has been paid to date. This report shows the committee where we are in spending our funds. Many of our agencies request funding between 2 calendar years. Some agencies put in a one time reimbursement request. If the

reimbursements do not come out to the exact amount and there is a small balance, that balance is transferred to the unprogrammed fund balance.

Question: What is the balance in Economic Development?

Answer: There is \$54,896 in 2006 funds and \$65,675 in 2005 funding remaining in the Economic Development fund. After funding both CEDCO and WWBIC, there will be a very small amount left in the Economic Development fund.

Question: When will we hear what our 2009 amounts will be from HUD?

Answer: Hopefully, within about 30 days. There may be additional entitlement funds available, but those funds will have to be moved on within four (4) months, so will have to be used on projects ready to go immediately. We could see additional funds, but do not know what the amount will be.

Question: Was Kenosha Fire Department a 2009 applicant?

Answer: No, they were a 2008 recipient.

Question: If CDBG receives additional funding, would it be possible to use some of the funding for summer employment?

Answer: Mr. Geliche said he is not sure at this time because he does not know what the requirements will be for the additional funding.

Alderman Marks asked for a report showing what was allocated over the past five (5) years. This will tell us what we allocated to various agencies and may help us determine what we should have done over that period of time. Mr. Geliche said the consultants will be performing that task for the committee over the past ten (10) years. They will determine if our goals were met during that time.

5. Any other Business as Authorized by Law

Mr. Geliche said he would like the committee to consider changing the calendar cycle for the CDBG process. The current cycle begins in July with the approval of the Allocation Plan. The application period is usually at the end of August to mid-September with interviews and allocation completed by mid- to end of October. After final approval is received by Common Council in mid-November, everything is on hold until May when we receive our determination from HUD. The change would move the Allocation Plan meeting to August or September. The application would be due in December. Interviews and the allocation meeting would be in January.

Recipients have a six month period of no activity which is hard to budget for. The current process has been in place for years, but this would be a good time to consider a change. Alderman Marks said we can let the applicants know very early on that the process time line is changing. Alderman Kennedy asked if the change were made, what does that do for

City Development staff during budget time. Mr. Geliche said the budget process may be moving up a month.

Alderman Marks asked that the Calendar Cycle be an item on the next agenda.

4. Public Comments

Public hearing opened. No public comments. Public hearing closed.

4. Commissioner Comments

No Commissioner comments.

A motion to adjourn was made by Alderman Kennedy and seconded by Mr. Mahone. The motion passed unanimously (6 ayes; 0 noes).

The meeting adjourned at 6:10 p.m.

Certification that the minutes have been approved by the Community Development Block Grant Committee.

Jeffrey B. Labahn, Secretary

SUB-GRANTEE AGREEMENT

THIS AGREEMENT, is entered into on the 6th, day of April 2009, by and between Wisconsin Women's Business Initiative Corporation (hereinafter referred to as the "CONTRACTOR"), and the City of Kenosha, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. RETENTION OF SERVICES. The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth, March 1, 2009 all in accordance with the terms and conditions of this Contract to begin no earlier than , and continue through February 28, 2010.

II. USE OF FUNDS AND COMPENSATION.

A. Use of Funds

The CONTRACTOR agrees that all funds received pursuant to this Agreement shall be used in accordance with the CITY and U.S. Department of Housing and Urban Development regulations. Said funds shall be used for funding of the Micro-Enterprise Loan Fund/Technical Assistance in accordance with Exhibit A "Budget" and Exhibit B "Scope of Services" (Action Plan) attached hereto.

B. Compensation

The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract the maximum sum of \$80,000.00 inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensations to be paid hereunder exceed said maximum sum for all of the services required.

C. Program Income

Program income means gross income received by the CONTRACTOR directly generated from the use of CDBG funds. When such income is generated by an activity that is assisted with CDBG funds, the income shall be reported on the monthly narrative and shall be retained by the sub-recipient and used only for activities included in the scope of services made part of this Agreement.

III. DELIVERABLE ITEMS.

A. Financial Information and Reports

1. Through the Department of City Development of the City of Kenosha, hereinafter referred to as "DEPARTMENT", the CONTRACTOR shall report to the CITY all costs incurred under this Agreement through Monthly Activity Reports and Financial Reports. Such reports shall be in the format provided to the CONTRACTOR by the DEPARTMENT and shall be provided to the DEPARTMENT within 10 days of the end of each month.

2. The CONTRACTOR shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles, procedures and regulations as

deemed necessary by the CITY. Such records shall be maintained by qualified personnel and in a timely manner.

3. Through the DEPARTMENT, the CONTRACTOR shall provide to the CITY copies of all subcontracts executed under this Agreement as they become available.
4. Through the DEPARTMENT, the CONTRACTOR shall report to the CITY the source and amount of all non-Community Development Block Grant funds utilized in the performance of project activities.
5. All reports, studies, analysis, memoranda and related data and materials as may be developed during the performance of this Contract shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that he will not, without prior written approval by the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided.
6. If the CONTRACTOR receives funds from any source other than from this Agreement, a separate account must be established and used for all monies received under this Agreement. CONTRACTOR shall not co-mingle the funds provided under this Agreement with any other funds, revenue or monies, which are in the CONTRACTOR'S possession or to which the CONTRACTOR is entitled. Any funds received as return of costs or as income generated from activities funded by this Agreement are the property of the CITY and are to be transmitted to the CITY promptly unless otherwise agreed upon.

B. Performance/Compliance Information

The CONTRACTOR shall assist the DEPARTMENT and the CITY in collecting and maintaining such information as required by the Department of Housing and Urban Development and/or the DEPARTMENT periodically and in such manner as determined by the CITY and the CITY shall be required to effectively and efficiently report such information to HUD.

The Performance/Compliance Information includes, but is not necessarily limited to, the following:

1. Demographic data on the population benefited from project activity;
2. Relocation data;
3. Housing stock/assistance data;
4. Environmental data, notices, statements and studies;
5. Equal opportunity, affirmative action, employment, fair housing and entrepreneurial data; and
6. Public involvement/citizen participation data.

C. Reporting Requirements

The CONTRACTOR shall maintain, in conjunction with the DEPARTMENT, an evaluation reporting system, in such manner and form as determined by the DEPARTMENT, utilizing the programmatic and fiscal data gathered through the operation of the project to demonstrate the project's impact on the CITY. The following reports will be submitted by the tenth working day of the month for the previous calendar month.

1. Monthly Narrative (Exhibit D);

2. Monthly Client Profile Report (Exhibit E); and
3. Other quantifiable or qualitative data that illustrates the social or physical impact of the project's activities.

D. Audit (Applies to contractors expending \$300,000 or more in Federal funds during a fiscal year.)

1. The CONTRACTOR agrees to supply the CITY with a certified audit report performed in compliance with the auditing standards of the U.S. Department of Housing and Urban Development.
2. The CONTRACTOR agrees to comply with the City and Federal audit requirements contained in the Office of Management and Budget Circular A-133 which requires that non profit organizations expending \$300,000 or more in federal funds in a fiscal year must secure an audit. Agencies should, to the extent feasible, procure their audits from small local minority and women-owned businesses.

Audited Financial Statement (Applies to contractors expending less than \$300,000 in Federal funds during a fiscal year.)

1. The CONTRACTOR agrees to supply the CITY with audited financial statements prepared by a Certified Public Accountant.

IV. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of this Agreement by all parties of interest, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Contract, but in any event, all of the services required hereunder shall be completed no later than **February 28, 2010** which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to amend, modify, change, correct or expand there on until the Contract is fully completed.

V. CONDITIONS OF PERFORMANCE AND COMPENSATION.

A. Performance

The CONTRACTOR agrees that the performance of CONTRACTOR'S work, services and the results here from, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

B. Place of Performance

The CONTRACTOR shall conduct CONTRACTOR'S services as required under the terms and conditions of this Contract at such place or places as is necessary, which will enable the CONTRACTOR to fulfill CONTRACTOR'S obligations under this Contract.

C. Additional Fringe or Employee Benefits

The CONTRACTOR shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.

D. Taxes, Social Security and Government Reporting

Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.

E. Subcontracting

1. The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the CITY.
2. The CONTRACTOR shall follow "Procurement Standards" of OMB Circular A-110 when subcontracting.
3. Any contract funded under this Agreement shall be submitted to the DEPARTMENT for review and approval prior to its execution.
4. In the event CONTRACTOR is a private non-profit or neighborhood-based non-profit organization, or a local development or small business investment corporation, CONTRACTOR is required to comply with the procurement procedures of Office of Management & Budget (OMB) Circular A-110 and A-122 (incorporated herein by reference) and available upon request for the procurement of supplies and services in connection with activities funded under this Agreement.

VI. METHOD OF PAYMENT. The CITY agrees that subsequent to the full and complete performance of this Contract and satisfactory performance of the services in accordance with Exhibit B set forth herein and approval thereof by the DEPARTMENT, to pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the CITY shall prevail. The conditions of payment are as follows: compensation for services required under this Contract shall be contingent upon each activity being reviewed for approval by Jeffrey B. Labahn or designee thereof of the CITY and subsequently approved for payment. Requests for payment shall be made on the Sub-Recipients Invoice Form (Exhibit F).

A. Cost Incurred

1. If not otherwise restricted by Federal, State or local statutes, regulations or procedures, the CONTRACTOR may incur cost for the service described in Exhibit B, provided such costs are allowable under Section 24 CFR 570.603 of the HUD regulations and reimbursements made through the applicable CITY procedures or as may be prescribed by the City Finance Director.

B. Payment Policies and Procedures

1. The CITY agrees to compensate the CONTRACTOR for those services taken and completed as described in Exhibit B, where costs have been expended as detailed and approved by the DEPARTMENT and the Office of the Finance Director.
2. It is the policy of the CITY that the CONTRACTOR shall be compensated on a reimbursement basis; however, advances may be authorized at the discretion of the DEPARTMENT Director in such manner and at such times as prescribed by the City Finance Director. In compliance with procedures promulgated by the DEPARTMENT and the Office of the Finance Director, the CITY shall make payment under this Agreement upon presentation of an appropriate requisition for reimbursement by the CONTRACTOR. Periodically, as determined by DEPARTMENT and the Office of the Finance Director, the CONTRACTOR shall submit to the DEPARTMENT, in such form and detail as required by the DEPARTMENT and the Office of the Finance Director,

such documents and financial reports considered necessary by the DEPARTMENT and the Office of the Finance Director to support said requisition for reimbursement as to expenditure incurred by the CONTRACTOR in the performance of this Agreement and claimed to constitute allowable costs.

C. Reversion of Funds and Assets

1. All funds not expended or incurred by the CONTRACTOR pursuant to this Agreement and approved by the DEPARTMENT and the Office of the Finance Director for the services described in Exhibit B shall automatically revert to the CITY and shall not accumulate as project funds unless specifically authorized by the DEPARTMENT Director.
2. Upon expiration of this Agreement, the CONTRACTOR shall transfer to the CITY any CDBG funds on hand at the time of expiration of said contract and any accounts receivable attributable to the use of CDBG funds.
3. Any real property acquired or improved by the CONTRACTOR in whole or in part with CDBG funds in excess of \$25,000.00, shall be used either to address the stated objectives in Exhibit B or disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributed to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

VII. DEFENSE OF SUITS. In case any action in court is brought against the CITY or any of its officers, agents or employees for the failure, omission or neglect of the CONTRACTOR to perform any of the covenants, acts, matters or things by this contract undertaken, or for injury or damage caused by the alleged negligence of the CONTRACTOR, its officers, agents or employees, the CONTRACTOR shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, decrees, claims or attorney fees arising out of such action. The CITY shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR'S insurer, and upon such tender it shall be the duty of the CONTRACTOR or CONTRACTOR'S insurer to defend such claim or action without cost or expense to the CITY or its officers, agents or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.

VIII. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the CONTRACTOR at:

***Wisconsin Women's Business Initiative Corporation
600 52nd Street, Suite 130
Kenosha, WI 53140
Attention: Heather Lux***

and to the CITY at:

***Department of City Development
625 52nd Street, Room 308
Kenosha, WI 53140
Attention: Jeffrey B. Labahn***

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

IX. REGULATIONS. CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.

X. ENFORCEMENT.

A. Remedies for Noncompliance

If the CONTRACTOR materially fails to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the City may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by the CITY.
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate this Agreement.
4. Withhold further awards for the program described in this Agreement.
5. Take other remedies that may be legally available.

B. Hearings, Appeals

In taking an enforcement action, the City will provide the CONTRACTOR with notice of violation and an opportunity for a hearing before the CDBG Subcommittee with an opportunity for an appeal to the Common Council of the City of Kenosha.

C. Effects of Suspension and Termination

Costs of CONTRACTOR resulting from obligations incurred by the CONTRACTOR during a suspension or after termination of an award are not allowable unless the CITY expressly authorizes them in the notice of suspension or termination or subsequently. Other CONTRACTOR costs during suspension or after termination that are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by the CONTRACTOR before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable, and,
2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension

The enforcement remedies identified in this section, including suspension and termination, do not preclude CONTRACTOR from being subject to "Debarment and Suspension" under E.O. 12549 (see SS. 85.35).

- XI. **TERMINATION FOR CONVENIENCE.** Except as provided in Section X, awards may be terminated in whole or in part only as follows:
- A. By the CITY with the consent of the CONTRACTOR in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
 - B. By the CONTRACTOR upon written notification to the CITY setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety under either Section X or paragraph (1) of this section.
- XII. **CHANGES.** The CITY may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to the Contract.
- XIII. **PERSONNEL.**
- A. The CONTRACTOR represents that he/she has or will secure at his/her own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.
 - B. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. If any work or services are subcontracted, it shall be specified in written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the CONTRACTOR, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.
- XIV. **ASSIGNABILITY.** The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of the CITY. Provided, however, that claims for money due or to become due the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CITY.
- XV. **RECORDS.**
- A. Establishment and Maintenance of Records

Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three (3) years after receipt of the final payment under this Contract.
 - B. Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

- XVI. **AUDITS AND INSPECTIONS.** At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the CITY or such agency for examination all of its records with respect to all matters covered by this Contract and will permit the CITY or such agency and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.
- XVII. **CONFLICT OF INTEREST.** The CONTRACTOR shall comply with the terms and conditions of the "Conflict of Interest Requirements" as delineated in Exhibit C attached and incorporated herein.
- XVIII. **DISCRIMINATION PROHIBITED.**
- A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex orientation, sex or national origin, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex orientation, sex or national origin. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved, setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex orientation, sex or national origin.
- B. No person in the United States shall, on the grounds of race, color, sex orientation, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract, so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- XIX. **WITHHOLDING OF SALARIES.** If in the performance of this Contract there is any underpayment of salaries by the CONTRACTOR or by any subcontractor thereunder, the CITY shall withhold from the CONTRACTOR out of payments due to him, an amount sufficient to pay to employees underpaid, the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the CITY for and on account of the CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.
- XX. **CLAIMS AND DISPUTES PERTAINING TO SALARY RATES.** Claims and disputes pertaining to salary rates or to classifications, if any, performing work under the Contract shall be promptly reported in

writing by the CONTRACTOR to the CITY for the latter's decision, which shall be final with respect thereto.

XXI. OTHER PROVISIONS.

- A. Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Contract may be utilized by the CITY in such manner and purpose as the CITY desires or determines without permission or approval of the CONTRACTOR or compensation to the CONTRACTOR therefor, other than herein provided.
- B. The word "CONTRACTOR" means a person or an entity, whether public or private, that enters into contract with the CITY, and whenever the word "CONTRACTOR" appears in Part II attached hereto, it means the same and is synonymous with "CONTRACTOR" as it appears in Part I of this Contract.
- C. The CONTRACTOR shall comply with the requirements of the following Circulars which are available from the City upon request:
1. OMB Circular No. A-122 "Cost Principles for Non Profit Organizations".
 2. OMB Circular No. A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations".
 3. OMB Circular No. A-133 "Audits of Institutions of Higher Education and Other Non-Profit Organizations".
- D. The CONTRACTOR shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of the CDBG Regulations except that:
1. The CONTRACTOR does not assume the City's environmental responsibilities described at Section 570.604 of the CDBG Regulations;
 2. The CONTRACTOR does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- E. Any publicity generated by CONTRACTOR for the project funded pursuant to this Agreement or for one year thereafter, will make reference to the contribution of the City of Kenosha in making the project possible. The words "City of Kenosha" will be explicitly stated in any and all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

XXII. CERTIFICATION FOR THE CDBG ENTITLEMENT PROGRAM PROHIBITION OF USE OF FEDERAL FUNDS FOR LOBBYING.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contractor, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

XXIII. PART II INCLUSION. This contract consists of this Part I; however, whenever federal assistance, aids or grants are used in whole or in part for the procurement of the services hereinbefore described or used for the purposes set forth in this Contract; this Part I is subject to the provisions of Part II hereof applicable and in such event, Part II is specifically made a part of this Contract as though set forth herein in full.

Part II is Attached X
Not Applicable _____

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have caused this Contract to be executed for and on their respective behalf as of the dates hereinafter set forth.

CITY OF KENOSHA,
A Municipal Corporation

CONTRACTOR

By: _____
Mayor Keith G. Bosman

By: _____
Board President

Countersigned:

Countersigned:

By: _____
Michael Higgins, Clerk/Treasurer/Assessor

By: _____

Date: _____

Date: _____

PART II**TERMS AND CONDITIONS FOR FEDERAL ASSISTANCE, AID OR GRANTS**

- I. **DEFINITIONS.** As used in this Contract:
- A. "CITY" means the City of Kenosha, a Wisconsin municipal corporation.
 - B. "CONTRACTOR" means an entity, whether public or private, that furnishes to the CITY the services referred to in Part I.
- II. **SPECIAL REQUIREMENTS.** If Federal Community Development Block Grant Funds are involved, then any unused funds under this Contract may be suspended or terminated upon the following:
- A. The CITY'S refusal to further participate in the Community Development Block Grant Program;
or
 - B. The suspension or termination of the Community Development Block Grant Funds to the CITY under a federal or state act.
- III. **IDENTIFICATION OF DOCUMENTS.** All reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use, shall contain the following information on the front cover of title page (or in the case of maps, in an appropriate block): Name of agency, month and year of preparation, name of the CONTRACTOR and the following notation covering federal assistance.
- The preparation of this report, map, document, etc. was financed in part through a grant from the **Department of Housing and Urban Development, under the provisions of Title I of the Housing and Community Development Act of 1974 (as amended)** (e.g., the Department of Housing and Urban Development under the provisions of Title I of the Housing and Community Development Act of 1974, or other, as the case may be.)
- IV. **INTEREST IN CERTAIN FEDERAL OFFICIALS.** No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or any benefit to arise therefrom.
- V. **OPPORTUNITIES FOR RESIDENTS.** In all work made possible by or resulting from this Contract, affirmative action will be taken to ensure that low and moderate income residents are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by low and moderate income residents are to the greatest extent feasible awarded contracts.
- VI. **COPYRIGHTS.** If this Contract results in book or other copyrightable materials, the author is free to copyright the work, but the appropriate federal agency involved reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all copyrighted material and all materials which can be copyrighted.
- VII. **PATENTS.** Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the appropriate federal agency involved for determination by it as to whether patent production on such invention or discovery shall be sought and how the rights in the invention or discover, including rights under any patent issued thereupon, shall be disposed of and administered, in order to protect the public interest.

- VIII. **POLITICAL ACTIVITY PROHIBITED.** None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or further the election or defeat of any candidate for public office.
- IX. **LOBBYING PROHIBITED.** None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.
- X. **DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS.** No person employed in the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.
- XI. **ANTI-KICKBACK RULES.** The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts, if any, covering work under this Contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required by subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
- XII. **LABOR STANDARDS PROVISION.** The CONTRACTOR shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provision of the Contract.
- XIII. **LEAD-BASED PAINT.** § 570.611 - If the Contract involves construction or rehabilitation of residential structures with assistance provided under this Agreement, it is subject to the lead-based paint regulations set forth in 24 CFR 35, Subpart B.
- IV. **"Section 3" OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701(u))**
- A. Any work to be performed under this Contract that is on a project assisted under a program providing direct federal assistance from the Department of Housing and Urban Development is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. Any such work requires that the parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, set forth in 24 CFR 135, and all applicable rules and orders of the CITY issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- C. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Department of Housing and Urban Development, 24 CFR 135. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first

provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- E. Compliance with the provision of Section 3, the regulations set forth in 24 CFR 135 and all applicable rules and orders of the CITY issued thereunder prior to the execution of the Contract shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its successors and assigns to those sanctions specified by the grant or loan.

XV. EXECUTIVE ORDER 11246, ETC. During the performance of this Contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex orientation, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment with regard to their race, color, religion, sex orientation, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitation or advertisement for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex orientation, sex or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clause of this Contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 or September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include the portion of the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in every subcontract or purchase order, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any

subcontract or purchase order as the CITY may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

(Exhibit A)

BUDGET

**Wisconsin Women's Business Initiative Corporation
Micro-Enterprise Loan Fund/Technical Assistance**

Technical Assistance.....	\$24,000
Loans.....	<u>\$56,000</u>
TOTAL.....	\$80,000

(Exhibit B)**SCOPE OF SERVICES****Wisconsin Women's Business Initiative Corporation
Micro-Enterprise Loan Fund/Technical Assistance**

Funds used under the terms of this Agreement are to be used to assist micro-enterprises (a business employing five or fewer full-time equivalent employees, one of whom is the owner) located within the City of Kenosha.

Under the terms of this Agreement, the WWBIC shall:

A. Use of Funds**1. Utilize funds to provide technical business assistance services to micro-enterprises**

- Provide business training and/or technical assistance support services to 48 low-to moderate income individuals through the various levels of classes and training sessions.
 - Increase comprehension of entrepreneurship and business acumen, including business financing, bookkeeping, cash flow projection, marketing, and business operations and management.
 - Provide one-on-one technical assistance to appropriate entrepreneurs and business owners via WWBIC's "Can We Talk" sessions regarding finance options.
 - Provide individualized technical assistance to loan fund borrowers as needed to strengthen and grow their businesses.
 - Individuals receiving technical assistance will be guided by WWBIC's "Client Assessment" form that evaluates and suggests needed assistance for their business.
 - Individuals served by WWBIC technical assistance shall have a "business plan" completed by WWBIC prior to the receipt of assistance.
 - Conduct proactive outreach to other business assistance providers and meet with at least five prospective partners.
 - Salary and fringe benefits shall be reimbursed for actual time spent on technical assistance.
 - Actual time spent shall be documented with time records kept by each employee.

2. Utilize funds to provide loans up to \$15,000 maximum per micro-enterprise

- Provide a minimum of four (4) loans to micro-enterprises and create at least four (4) new full-time equivalent (FTE) jobs for low-to moderate income persons.
- Loans shall be provided to income eligible entrepreneurs and to small businesses, employing low and moderate income persons which shall generally be for fixed asset and equipment purchases, working capital expenses or facility acquisition.
- Leasehold or property improvements will require that Federal Fair Labor Standards be followed and WWBIC will be responsible for monitoring compliance with these regulations to assure that the Federal requirements are met.
- Appendix A of 24 CFR 570 related to evaluating project costs and financial requirements shall be followed (attached).
- Funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one Labor Market Area (LMA) to another LMA if the relocation is likely to result in a significant loss of jobs in the LMA from which the relocation occurs.

- The amount of the loan will be based on an analysis of need and the ability of the business to create new FTE jobs. Each loan recipient shall create one new FTE for every \$15,000 of CDBG funds loaned. **51% of the jobs created shall be held by low-to moderate income persons.**
- CDBG funds shall be used at an interest rate of 5%.
- Loans in excess of \$15,000 shall use funds from WWBIC and will result in a “blended” interest rate, with the CDBG funds used to lower the overall interest rate of the loan.
- Any loan less than \$10,000 in total CDBG funds shall be reviewed and acted on by WWBIC's “Small” Loan Committee consisting of the Director of Lending Operations, the Executive Director and the Chair of WWBIC's Loan Committee.
- Any loan greater than \$10,000 in total CDBG funds shall be reviewed by the full Loan Committee and acted upon by the Board of Directors.
- The WWBIC Loan Committee shall have at least one City of Kenosha representative.

B. Reporting

1. Under the terms of this Agreement WWBIC shall:

- Quarterly
 - Submit Exhibit E or equivalent.
 - Submit the number of low-to moderate income attendees at the “Can We Talk” or counseling sessions.
 - Submit the number of existing loan clients provided technical assistance.
 - Submit the number of low-to moderate income attendees at business classes and training sessions.
 - Submit the number of jobs created by the micro-enterprise for LMI persons.
 - Submit a detailed list of the number of loan applications, the number of loans approved, the number of jobs to be created and the total number of loans being managed.
 - Report all program income received as principal, interest or fees from loans generated with CDBG funds.
 - WWBIC may use up to 100% of all interest, fees and penalties for service delivery costs including: staffing and other costs related to the operation of the CDBG loan fund.
 - Principal received shall be used to fund the loan program.
- For each new loan
 - Submit a letter of commitment.
 - Include a list, by job title, of the jobs to be created and the wage rate to be paid for each job.
 - Terms of the loan.
 - Intended use of the CDBG funds.
 - Submit a Loan Agreement (prior to release of CDBG funds).
- Annually
 - Submit a loan portfolio report listing the business assisted, number of jobs created, term of the loan, original principal balance, principal receipts, interest receipts and past due information.
 - Submit a technical assistance report listing the business name, name of owner, address, DUNS Number, the date of first contact and the number of employees.
 - For those businesses that receive on-going technical assistance, the information to be tracked shall include the owner's income pre- and post-assistance and the number of new jobs created during the time period of assistance.

- Conduct at least one on-site review of each loan recipients job creation file to certify that the jobs were made available to, or taken by, persons who were low to moderate income at the time of hire.
 - The on-site review may take place at the time the jobs required by the terms of the loan are certified by the business as having been created.
 - For positions where the business is certifying that the jobs were available to low or moderate income persons, the business must show that it had a commitment to hire unqualified persons and provide training for jobs requiring special skills or education.
 - Special skills are defined as those that can only be acquired with substantial training or work experience or education beyond high school.

C. Special Conditions

1. *Environmental Review*

- An Environmental Review shall be required for any proposed loan made for purposes that will have a physical impact.
 - Acquisition of property
 - Facility improvements
- WWBIC shall notify the City of all projects that will require an Environmental Review.
 - The City shall complete said review within 45 days of receipt of request.
- WWBIC shall request and receive the results of the review before commitment of any CDBG funds.

(Exhibit C)

CONFLICT OF INTEREST REQUIREMENTS

The Contractor hereby agrees to comply with provisions of 24 CFR 570.611 and Sec. 946.13 Wisconsin Statutes regarding Conflict of Interest.

Among the major requirements are the following:

1. Applicability.
 - a) In the procurement of supplies, equipment, construction, and services by recipients, and by sub-recipients (including those specified at SS570.204(c))¹, the Conflict of Interest provisions in 24 CFR 85.36 and OMB Circular A-110, respectively, shall apply.
 - b) In all cases not governed by 24 CFR 85.36 and OMB Circular A-110, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or sub-recipients, to individuals, businesses, and other private entities under eligible activities which authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to SS570.202 or grants, loans and other assistance to businesses, individuals or other private entities pursuant to SS570.203, 570.204 or 570.455).
2. Conflicts Prohibited. Except for approved eligible administrative or personnel costs, the general rule is that no persons described in paragraph 3 below who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract or agreement either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
3. Persons Covered. The Conflict of Interest provisions of paragraph 2 of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or subrecipients which are receiving funds under this part.
4. Exceptions: Threshold Requirements. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph 2 of this section on a case-by-case basis when it determines that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. An exception may be considered only after the recipient has provided the following:
 - a) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure on the conflict and a description of how the public disclosure was made; and
 - b) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.
5. Factors to be Considered for Exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph 4 of this section, HUD shall consider the cumulative effect of the following factors, where applicable:
 - a) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

- b) Whether an opportunity was provided for open competitive bidding or negotiation;
 - c) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - d) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
 - e) Whether the interest or benefit was present before the affected person was in a position as described in paragraph 2 of this section;
 - f) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - g) Any other relevant considerations.
6. Local Enforcement and Monitoring of the Conflict of Interest Regulations. The following list of requirements in no way relieves the grantee from their CDBG contract responsibilities and requirements; however, in order for the CDBG Office to more effectively monitor CDBG grantees' enforcement of, and compliance with, the Federal requirements regarding conflict of interest, the City of Kenosha Community Development Block Grant Office will require the following:
- a) Each Grantee must submit a list of their Board of Directors, and maintain on-site membership lists of any business interests in which the Board or subcommittee members have substantial or controlling financial interest.
 - b) Contractor shall:
 - i) Explain to its Board or appropriate policy group, and any subcommittee, the federal requirements regarding Conflict of Interest and each Board member's responsibilities and rights under those regulations.
 - ii) Distribute a copy of this Attachment to each Board member, subcommittee member, potential loan recipient, supplier or contractor.
 - iii) Maintain, on site, copies of the minutes from each Board meeting, Loan or Committee meeting, or any meeting at which the investment or use of CDBG funds is discussed.
 - iv) Incorporate into each loan or information package, application, contract, and closing documents, a full copy of the Conflict of Interest regulations contained in the Subgrantee Agreement with the City of Kenosha.
 - c) The Contractor will permit the City to review the above documents (per paragraph 2 of Scope of Service) to assure compliance with the above requirements.
7. Method for Requesting Exception from Conflict of Interest Requirements. In order for the Community Development Block Grant Office to efficiently deal with a Grantee's request for an exception to the Conflict of Interest regulations, the Contractor shall submit the following to the CDBG Office prior to commitment of CDBG funds:
- a) A cover letter describing the a) perceived conflict, b) actions taken to resolve the conflict, c) certification that the Contractor has followed the methodology laid out in step 2, and d) Factors to be Considered for Exceptions (Item 5, attachment 5, of the CDBG contract).

- b) A copy of the Loan Committee and/or Board meeting minutes showing the conflict was publicly disclosed.
- c) A letter from the Contractor's attorney stating their view that a conflict does not violate State or local law.

The Contractor shall not commit any CDBG funds until the conflict has been resolved and the City has received a letter of formal exception from the Department of Housing and Urban Development. Any such commitment prior to HUD approval will not be honored by the CDBG Office.

Exhibit E
Service Provider Report Form

AGENCY: _____

PROGRAM: _____

CONTACT PERSON: _____

QUARTER: _____

DATE SUBMITTED: _____

SUBMITTED TO: _____

<u>SERVICE LEVEL</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>
ACTIVE BEGINNING OF PERIOD	0	0	0	0
OPENED	0	0	0	0
CLOSED	0	0	0	0
ACTIVE END OF PERIOD	0	0	0	0
NUMBER OF INDIVIDUALS SERVED	0	0	0	0

<u>CASE CLOSURE REASONS</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>
COMPLETED PROGRAM	0	0	0	0
NON-COMPLIANCE	0	0	0	0
PARTICIPANT MOVED	0	0	0	0
OTHER REASONS	0	0	0	0
TOTAL CLOSED	0	0	0	0

<u>REFERRAL SOURCES</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>
DEPT. OF HUMAN SERVICES	0	0	0	0
OTHER COMMUNITY AGENCY	0	0	0	0
SCHOOL PERSONNEL	0	0	0	0
OTHER SOURCE (specify in narrative)	0	0	0	0
TOTAL NUMBER OF REFERRALS	0	0	0	0

<u>REFERRAL ACTIVITY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>
ACCEPTED INTO PROGRAM	0	0	0	0
REFUSED SERVICES	0	0	0	0
INELIGIBLE - DID NOT OPEN	0	0	0	0
WAIT-LISTED	0	0	0	0
PENDING	0	0	0	0
TOTAL NUMBER OF REFERRALS	0	0	0	0

Data Verification Worksheet

Number Served				
	Service Level	Gender	Race	Service Level (Qtr #s)
Quarter 1	0	0	0	0
Quarter 2	0	0	0	0
Quarter 3	0	0	0	0
Quarter 4	0	0	0	0

Opened				
	Service Level	Referral Activity	Service Level (Qtr #s)	Referral Activity (Qtr #s)
Quarter 1	0	0	0	0
Quarter 2			0	0
Quarter 3			0	0
Quarter 4			0	0

Closed				
	Service Level	Case Closure Reasons	Service Level (Qtr #s)	Referral Activity (Qtr #s)
Quarter 1	0	0	0	0
Quarter 2		0	0	0
Quarter 3		0	0	0
Quarter 4		0	0	0

The boxes above can be used to ensure that all data has been entered correctly on all worksheets.

Check across rows within each box to ensure that all values are the same. (Example: All values for Quarter 1 in the "Number Served" box above should be same.)

Number in Household	Extremely Low Income*	Very Low Income*	Low Income*
1	\$13,900	\$23,150	\$37,050
2	\$15,900	\$26,450	\$42,300
3	\$17,850	\$29,750	\$47,600
4	\$19,850	\$33,050	\$52,900
5	\$21,450	\$35,700	\$57,150
6	\$23,050	\$38,350	\$61,350
7	\$24,600	\$41,000	\$65,600
8	\$26,200	\$43,650	\$69,850

* Maximum allowable income for category

Appendix A to Part 570--Guidelines and Objectives for Evaluating Project

I. Costs and Financial Requirements

- A. Guidelines and Objectives for Evaluating Project Costs and Financial Requirements. HUD has developed the following guidelines that are designed to provide the recipient with a framework for financially underwriting and selecting CDBG-assisted economic development projects which are financially viable and will make the most effective use of the CDBG funds. The use of these underwriting guidelines as published by HUD is not mandatory. However, grantees electing not to use these underwriting guidelines would be expected to conduct basic financial underwriting prior to the provision of CDBG financial assistance to a for-profit business. States electing not to use these underwriting guidelines would be expected to ensure that the state or units of general local government conduct basic financial underwriting prior to the provision of CDBG financial assistance to a for-profit business.
- B. Where appropriate, HUD's underwriting guidelines recognize that different levels of review are appropriate to take into account differences in the size and scope of a proposed project, and in the case of a microenterprise or other small business to take into account the differences in the capacity and level of sophistication among businesses of differing sizes.
- C. Recipients are encouraged, when they develop their own programs and underwriting criteria, to also take these factors into account. For example, a recipient administering a program providing only technical assistance to small businesses might choose to apply underwriting guidelines to the technical assistance program as a whole, rather than to each instance of assistance to a business. Given the nature and dollar value of such a program, a recipient might choose to limit its evaluation to factors such as the extent of need for this type of assistance by the target group of businesses and the extent to which this type of assistance is already available.
- D. The objectives of the underwriting guidelines are to ensure:
- i. that project costs are reasonable;
 - ii. that all sources of project financing are committed;
 - iii. that to the extent practicable, CDBG funds are not substituted for non-Federal financial support;
 - iv. that the project is financially feasible;
 - v. that to the extent practicable, the return on the owner's equity investment will not be unreasonably high; and
 - vi. that to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project.
- a) Project costs are reasonable. i. Reviewing costs for reasonableness is important. It will help the recipient avoid providing either too much or too little CDBG assistance for the proposed project. Therefore, it is suggested that the grantee obtain a breakdown of all project costs and that each cost element making up the project be reviewed for reasonableness. The amount of time and resources the recipient expends evaluating the reasonableness of a cost element should be commensurate with its cost. For example, it would be appropriate for an experienced reviewer looking at a cost element of less than \$10,000 to judge the reasonableness of that cost based upon his or her knowledge and common sense. For a cost element in excess of \$10,000, it would be more appropriate for the reviewer to compare the cost element with a third-party, fair-market price quotation for that cost element. Third-party price quotations may also be used by a reviewer to help determine the reasonableness of cost elements below \$10,000 when the reviewer evaluates projects infrequently or if the reviewer is less experienced in cost estimations. If a recipient does not use third-party price quotations to verify cost elements, then the recipient would need to conduct its own cost analysis using appropriate cost estimating manuals or services.

- b) The recipient should pay particular attention to any cost element of the project that will be carried out through a non-arms-length transaction. A non-arms-length transaction occurs when the entity implementing the CDBG assisted activity procures goods or services from itself or from another party with whom there is a financial interest or family relationship. If abused, non-arms-length transactions misrepresent the true cost of the project.

II. Commitment of all project sources of financing. The recipient should review all projected sources of financing necessary to carry out the economic development project. This is to ensure that time and effort is not wasted on assessing a proposal that is not able to proceed. To the extent practicable, prior to the commitment of CDBG funds to the project, the recipient should verify that: sufficient sources of funds have been identified to finance the project; all participating parties providing those funds have affirmed their intention to make the funds available; and the participating parties have the financial capacity to provide the funds.

III. Avoid substitution of CDBG funds for non-Federal financial support.

- i. The recipient should review the economic development project to ensure that, to the extent practicable, CDBG funds will not be used to substantially reduce the amount of non-Federal financial support for the activity. This will help the recipient to make the most efficient use of its CDBG funds for economic development. To reach this determination, the recipient's reviewer would conduct a financial underwriting analysis of the project, including reviews of appropriate projections of revenues, expenses, debt service and returns on equity investments in the project. The extent of this review should be appropriate for the size and complexity of the project and should use industry standards for similar projects, taking into account the unique factors of the project such as risk and location.
- ii. Because of the high cost of underwriting and processing loans, many private financial lenders do not finance commercial projects that are less than \$100,000. A recipient should familiarize itself with the lending practices of the financial institutions in its community. If the project's total cost is one that would normally fall within the range that financial institutions participate, then the recipient should normally determine the following:
 - a) Private debt financing—whether or not the participating private, for-profit business (or other entity having an equity interest) has applied for private debt financing from a commercial lending institution and whether that institution has completed all of its financial underwriting and loan approval actions resulting in either a firm commitment of its funds or a decision not to participate in the project; and
 - b) Equity participation—whether or not the degree of equity participation is reasonable given general industry standards for rates of return on equity for similar projects with similar risks and given the financial capacity of the entrepreneur(s) to make additional financial investments.
- iii. If the recipient is assisting a microenterprise owned by a low or moderate-income person(s), in conducting its review under this paragraph, the recipient might only need to determine that non-Federal sources of financing are not available (at terms appropriate for such financing) in the community to serve the low- or moderate-income entrepreneur.

IV. Financial feasibility of the project. i. The public benefit a grantee expects to derive from the CDBG assisted project (the subject of separate regulatory standards) will not materialize if the project is not financially feasible. To determine if there is a reasonable chance for the project's success, the recipient should evaluate the financial viability of the project. A project would be considered financially viable if all of the assumptions about the project's market share, sales levels, growth potential, projections of revenue, project expenses and debt service (including repayment of the CDBG assistance if appropriate) were determined to be realistic and met the project's break-even point (which is generally the point at which all revenues are equal to all expenses). Generally speaking, an economic development project that does not reach this break-even point over time is not financially feasible. The following should be noted in this regard:

- A. some projects make provisions for a negative cash flow in the early years of the project while space is being leased up or sales volume built up, but the project's projections should take these factors into account and provide sources of financing for such negative cash flow; and

- B. it is expected that a financially viable project will also project sufficient revenues to provide a reasonable return on equity investment. The recipient should carefully examine any project that is not economically able to provide a reasonable return on equity investment. Under such circumstances, a business may be overstating its real equity investment (actual costs of the project may be overstated as well), or it may be overstating some of the project's operating expenses in the expectation that the difference will be taken out as profits, or the business may be overly pessimistic in its market share and revenue projections and has downplayed its profits.
- i. In addition to the financial underwriting reviews carried out earlier, the recipient should evaluate the experience and capacity of the assisted business owners to manage an assisted business to achieve the projections. Based upon its analysis of these factors, the recipient should identify those elements, if any, that pose the greatest risks contributing to the project's lack of financial feasibility.
- V. Return on equity investment. To the extent practicable, the CDBG assisted activity should provide not more than a reasonable return on investment to the owner of the assisted activity. This will help ensure that the grantee is able to maximize the use of its CDBG funds for its economic development objectives. However, care should also be taken to avoid the situation where the owner is likely to receive too small a return on his/her investment, so that his/her motivation remains high to pursue the business with vigor. The amount, type and terms of the CDBG assistance should be adjusted to allow the owner a reasonable return on his/her investment given industry rates of return for that investment, local conditions and the risk of the project.
- VI. Disbursement of CDBG funds on a pro rata basis. To the extent practicable, CDBG funds used to finance economic development activities should be disbursed on a pro rata basis with other funding sources. Recipients should be guided by the principle of not placing CDBG funds at significantly greater risk than non-CDBG funds. This will help avoid the situation where it is learned that a problem has developed that will block the completion of the project, even though all or most of the CDBG funds going in to the project have already been expended. When this happens, a recipient may be put in a position of having to provide additional financing to complete the project or watch the potential loss of its funds if the project is not able to be completed. When the recipient determines that it is not practicable to disburse CDBG funds on a pro rata basis, the recipient should consider taking other steps to safeguard CDBG funds in the event of a default, such as insisting on securitizing assets of the project.

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3261
CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Mayor Keith Bosman
Members of the Common Council
Members of the Finance Committee

FROM: Anthony Geliche, Community Development Specialist *AS*

RE: **Subgrantee Agreement between the City of Kenosha and
Community Economic Development Corporation**

DATE: March 31, 2009

Attached is the Agreement between the City and Community Economic Development Corporation (CEDCO) for the period April 1, 2009 to March 31, 2010

CEDCO is proposing to use \$40,000 in CDBG funds to provide technical business assistance to micro-enterprises, a business employing or will employ five or fewer employees.

The funds will be used to pay salary and fringe benefits of those providing the assistance as well as program overhead and program materials.

The Budget (Exhibit A) and Scope of Services (Exhibit B) provide detail on the use of the funds.

Funding of this proposal was approved by the CDBG Committee and would come from funds allocated to Economic Development activities under the City's CDBG Program.

Minutes from the CDBG Committee meetings where this proposal was discussed are attached for your information.

If you have any questions, please contact me at 653.4030.

TG:kas
Attachment

(Exhibit A)

BUDGET

**Community Economic Development Corporation
Micro-Enterprise Technical Assistance**

Technical Assistance

Salary and Fringe Benefits.....	\$28,600
Program Overhead.....	\$10,000
Program Materials.....	<u>\$1,400</u>
TOTAL.....	\$40,000

(Exhibit B)**SCOPE OF SERVICES****Community Economic Development Corporation
Micro-Enterprise Technical Assistance**

Funds used under the terms of this Agreement are to be used to assist micro-enterprises (a business employing five or fewer full-time equivalent employees, one of whom is the owner) located within the City of Kenosha.

Under the terms of this Agreement, the CEDCO shall:

A. Use of Funds**1. Utilize funds to provide technical business assistance services to micro-enterprises**

- Provide business training and/or technical assistance support services to 80 low-to moderate income individuals through the various levels of classes and training sessions.
 - Increase comprehension of entrepreneurship and business acumen, including business financing, bookkeeping, cash flow projection, marketing, and business operations and management.
 - Provide one-on-one technical assistance to appropriate entrepreneurs and business owners via training sessions regarding finance options.
 - Provide individualized technical assistance to loan fund borrowers as needed to strengthen and grow their businesses.
 - Individuals receiving technical assistance will be guided by a "Client Assessment" form that evaluates and suggests needed assistance for their business.
 - Individuals served with technical assistance shall have a "business plan" completed by CEDCO prior to the receipt of assistance.
 - Salary and fringe benefits shall be reimbursed for actual time spend on technical assistance.
 - Actual time spent shall be documented with time records kept by each employee.

B. Reporting**2. Under the terms of this Agreement, CEDCO will:**

- Monthly
 - Submit Exhibit E or equivalent.
 - Submit the number of low-to-moderate income attendees at the counseling sessions. (Note: 100% of those benefiting must be low-to-moderate income.)
 - Submit the number of existing loan clients provided technical assistance. (Must be low-to-moderate income.)
 - Submit the number of low-to-moderate income attendees at business classes and training sessions. (Note: 100% of those benefiting must be low-to-moderate income.)
- Annually
 - Submit a technical assistance report listing the business name, name of owner, address, DUNS Number, the date of first contact and the number of employees.
 - For those businesses that receive on-going technical assistance, the information to be tracked shall include the owner's income pre- and post-assistance and the number of new jobs created during the time period of assistance.

Community Development Block Grant Committee
Minutes
Monday, December 1, 2008

MEMBERS PRESENT: Alderman Katherine Marks, Alderman Anthony Kennedy, Alderman Tod Ohnstad, and Ron Frederick

MEMBERSEXCUSED: Anita Faraone, Arthur Landry, and Tim Mahone

STAFF PRESENT: Jeff Labahn and Anthony Geliche

The meeting was called to order by Alderman Marks at 5:05 p.m. Roll call was taken.

1. Approval of Minutes from the October 8, 2008 Meeting

A motion was made by Mr. Frederick and seconded by Alderman Kennedy to approve the minutes as written. The motion passed unanimously (4 ayes; 0 noes).

2. Request from Wisconsin Women's Business Initiative Corporation (WWBIC) for the use of \$100,000 in Economic Development CDBG Funds

Heather Lux and Mary Ngiela attended representing WWBIC. Ms. Lux said at the last meeting there was a question regarding the number of loans processed or in process. WWBIC held ten (10) "Can We Talk?" sessions. Seven (7) were with clients from Kenosha. WWBIC will close on a loan with Savannah Restaurant tomorrow, December 2nd. A second loan will close on December 18th and WWBIC has two (2) additional loans in the pipeline.

Question: Alderman Marks asked what the loans amounts were for each of these loans.

Answer: Ms. Ngiela said the Savannah loan is for \$25,000 (\$15,000 from CDBG funds and \$10,000 from WWBIC). The loan closing on December 18th is for \$50,000 (\$15,000 from CDBG funds and \$35,000 from WWBIC). The other two loans are for \$100,000 and \$40,000. The CDBG agreement was that each loan would receive \$15,000 from CDBG funds and WWBIC would provide the additional funds.

WWBIC has been working with banks and receiving referrals for people looking for micro loans. Some are existing businesses. WWBIC is doing outreach at locations such as HarborMarket to get the word out about our loans and technical education.

Question: Mr. Frederick asked to what kind of relationship WWBIC has with KABA.

Answer: Tony Geliche, Community Development Specialist, said KABA provides bigger loans for businesses with a larger number of employees. WWBIC

provides smaller loans for businesses with a fewer number of employees. KABA does not provide micro enterprise loans, but there is nothing stopping KABA, WWBIC and CEDCO from working together.

Question: Alderman Ohnstad asked what the loan for Savannah's Restaurant is for since they are already in existence.

Answer: Ms. Ngiela said it is for cash flow and for purchasing equipment such as a refrigerator.

Question: Alderman Ohnstad asked how many additional loans were pending?

Answer: Ms. Ngiela said Cafe de Lube is going before the Loan Committee for \$50,000. An information technology business is being reviewed for \$100,000 and a construction business is being reviewed for \$50,000.

Alderman Kennedy said there is only approximately \$125,000 available in the Economic Development fund. WWBIC is requesting \$100,000.

A motion was made by Alderman Kennedy to approve for WWBIC 64% or \$76,897.97 of the \$120,153.08 available Economic Development funds.

Mr. Frederick said he would prefer to hear the presentations from both applications before making any decisions.

Alderman Kennedy withdrew his motion.

Alderman Ohnstad stated that we do not have to approve funding this evening nor does the committee have to allocate all the funds.

Question: Alderman Marks asked if the funding for the loan to Savannah's Restaurant would come from 2008 funding.

Answer: Yes, funding for the Savannah loan and the 3 other possible loans would be with 2008 CDBG funds.

A motion was made by Alderman Ohnstad and seconded by Mr. Frederick to proceed to Item #3. The motion passed unanimously (4 ayes; 0 noes).

3. Request from Community Economic Development Corporation (CEDCO) for the use of \$56,000 in Economic Development CDBG Funds

Celia Font and Sharlene Moore-Carr attended representing CEDCO. Ms. Font said CEDCO is requesting \$40,000 for salaries and \$16,000 for administration and office space. Their current contract is effective from March 1, 2008 thru February 28, 2009. The former director left, so the agency is still working on obtaining their current funding. Mr. Geliche said their first draw of approximately \$18,000 for salaries and fringe benefits is pending

documentation of clientele served. Ms. Font stated CEDCO works in collaboration with WWBIC to provide technical assistance to people interested in opening a business. CEDCO is offering a job workshop in Spanish on December 8th. They have provided services to 30 new clients. CEDCO hosted a Business Expo with many Kenosha businesses participating. CEDCO also just presented a website development workshop which yielded two (2) loan referrals.

Michael Shields, a Racine alderman, said he would like to see the services CEDCO provides to clients in Racine be provided to Kenosha residents as well. Mr. Shields would like to see a continued relationship between CEDCO in Kenosha/Racine to provide the necessary services to potential business owners.

Question: Alderman Ohnstad asked if the current draw of \$18,000 would deplete the funding received in 2008.

Answer: Mr. Geliche said no, \$18,000 is just under half of the funding received. CEDCO's agreement is effective through February 2009. The draw is for April - October 2008.

Mr. Frederick asked that CEDCO share a couple of their success stories. Ms. Font said there was a gentleman from Illinois who wanted to open a Home Health Care business. We could not help him with a loan, but we did assist him with marketing to get his name out into the community to help make his business a success.

We held a website design workshop. Two people walked in who were very excited about the workshop. They were not able to attend, but did spread the word that we offer that type of workshop.

We help businesses get started, but we also follow through once they are in business making sure they have the funds and backup they need to stay in business.

Question: Alderman Ohnstad asked which business in Kenosha has your organization made a loan to.

Answer: Mr. Geliche explained that CEDCO just provides technical assistance. WWBIC provides loans and technical assistance.

Alderman Ohnstad asked for another example of a successful venture. Ms. Font said there was a cleaning service that CEDCO provided technical assistance to that has been successful. Mr. Shields said CEDCO is very involved in assisting potential business owners build a portfolio that will help them be successful as they move to the next stage.

Question: Alderman Marks asked for examples on how WWBIC and CEDCO work together.

Answer: Ms. Font said the two agencies can work together on the workshops and that she will set up a time to meet with them soon. The workshops are held in

Racine, but Kenosha people do attend. Ms. Lux said having a WWBIC Kenosha office has been very beneficial. A 2009 class schedule is currently being prepared. WWBIC provides the instructors for classes held at the CEDCO location.

Alderman Marks stated that CEDCO assists people who wish to start a business but do not know where to start. CEDCO helps them know their own finances and how to set up a business plan. Alderman Marks said Kenosha has many fine locations available to open a new business, such as downtown, uptown, and the newly constructed, Brass Center. Lakeshore BID is the organization to contact for information on downtown locations. Uptown does not have a particular organization to contact, but there are business owners in the uptown area who would be more than willing to assist in any way they can to bring new businesses to the area. Specific marketing plans for both WWBIC and CEDCO need to be developed so this committee can better understand where the funds are being spent.

A motion was made by Mr. Frederick and seconded by Alderman Kennedy to allocate \$80,000 to WWBIC and \$40,000 to CEDCO in Economic Development CDBG funds to be precisely proportioned based on their original request.

Alderman Ohnstad said he is hesitant to spend all the Economic Development funds. WWBIC has money remaining from their previous grant with loans in the pipeline. Alderman Ohnstad stated he did not want to spend the funds without people waiting to spend it. CEDCO has only spent half of their funding. Alderman Ohnstad said he would like to see a more complete success story before providing additional funding.

Mr. Frederick stated his motion is only a recommendation and contingencies can be added to the recommendation to satisfy Alderman Ohnstad's concerns. Alderman Marks said the committee can provide the funds in an "as needed" basis, which has been done in the past. Alderman Marks said instead of reducing the Economic Development fund to zero, the committee can reconvene if WWBIC has projects ready for loans.

A motion was made by Alderman Ohnstad to defer funding WWBIC and CEDCO until the beginning of 2009 to see which loans have come forward. There was no second. The motion failed.

Mr. Frederick recommended that the levels proposed in his motion be contingent on a review of the progress made by WWBIC and CEDCO in late January or early February as this is funding for 2009.

Alderman Kennedy said he would not support this because these two agencies gave a presentation to this committee showing what they would do with the funding. We asked them to come back again tonight. Now, we are asking them to come back a third time. What will change the third time? We did not ask any other agency to do this. The committee looked at what was important and voted. Why is this different?

Alderman Marks said the difference is that the other agencies asked for funding for a specific project. There is no substance for these projects. We do not know how these funds are being leveraged, being spent, and what difference they are making in the

community. Mr. Frederick said at the meeting in 2009 based on the agencies progress, we can either accept the recommendation level or reject it. Alderman Kennedy said if we approve the motion on the floor, WWBIC would use \$55,000 for loans and \$35,000 for technical assistance and CEDCO would use their \$40,000 for technical assistance to help clients with their ideas. What information is needed from WWBIC and CEDCO at the meeting to change our minds? Alderman Ohnstad said for WWBIC, what if they have all this funding available without any clients in the pipeline requesting funds. Alderman Ohnstad said he would like additional proof that the funds are needed. For CEDCO, he would like to see more detail on what they are doing for people wishing to start a business. Alderman Ohnstad said he is hesitant to provide additional funding when they haven't spent the 2008 funding.

Alderman Marks said with the I-94 project there will be many opportunities available. The City has many new larger employers building here. She would like to hear plans from both agencies on how you are marketing their services, working and partnering with Lakeshore BID, Brass Center, Chamber of Commerce, etc. to help the City of Kenosha. Alderman Marks said she would also like to see how WWBIC and CEDCO are collaborating with each other and others in Kenosha County.

A motion was made by Alderman Kennedy and seconded by Alderman Ohnstad to open the meeting for public comments. The motion passed unanimously (4 ayes; 0 noes).

Mr. Shields said with the slow down in the economy, people may be hesitant to request loans to start a business. But, we can still work with people to prepare them for when the economy stabilizes and is better for starting new businesses. Opening a new business is a slow process. Some of our clients have no experience and it is not an easy process. Alderman Marks said with the shaky economy, the loan money may not move.

The motion to allocate \$80,000 to WWBIC and \$40,000 to CEDCO in Economic Development CDBG funds to be precisely proportioned based on their original request passed unanimously (4 ayes; 0 noes). Note: Discussion occurred by the committee and was understood by all, including the two applicants, that there will be a follow-up meeting at the end of January or early February 2009, with specific goals, before any contracts will be issued. There was no formal motion or formal approval taken on the follow-up meeting.

4. Any other Business as Authorized by Law

No other business.

5. Public Comments

Public hearing opened.

Mr. Shields thanked the committee for allowing CEDCO to present to them this evening.

Public hearing closed.

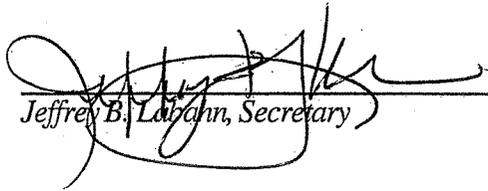
4. Commissioner Comments

No Commissioner comments.

*A motion to adjourn was made by Alderman Ohnstad and seconded by Alderman Kennedy.
The motion passed unanimously (4 ayes; 0 noes).*

The meeting adjourned at 5:55 p.m.

*Certification that the minutes have been approved by the Community Development Block Grant
Committee.*



Jeffrey B. Labahn, Secretary

**Community Development Block Grant Committee
Minutes
Wednesday, February 18, 2009**

MEMBERS PRESENT: Alderman Katherine Marks, Alderman Anthony Kennedy, Arthur Landry, Tim Mahone, Alderman Tod Ohnstad, and Ron Frederick

MEMBERS EXCUSED: Anita Faraone

STAFF PRESENT: Jeff Labahn and Anthony Geliche

The meeting was called to order by Alderman Marks at 5:05 p.m. Roll call was taken.

Approval of Minutes from the December 1, 2008 Meeting

Alderman Ohnstad said in the article provided in the packet it states CEDCO provides loans. The minutes on page 3 indicates funding is for technical assistance only, not loans. Mr. Geliche said even though CEDCO may offer loans, our funding is for technical assistance only.

A motion was made by Alderman Ohnstad and seconded by Mr. Frederick to approve the minutes as written. The motion passed unanimously (5 ayes; 0 noes).

1. Authorization to Issue CDBG Agreement between the City and CEDCO

Randy Luter, Interim Executive Director, passed out a revised flowchart showing what happens when someone calls or comes into the office.

Alderman Kennedy arrived.

Mr. Luter said there are several ways clients contact CEDCO. Clients set up appointments, walk-ins, telephone with inquiries, and business site visits are offered. CEDCO receives many telephone inquiries and we try very hard to get the potential clients to come into the office. Mr. Luter said CEDCO is still working on an effective means to report the assistance provided clients for HUD.

When a potential client contacts CEDCO, we assess their current situation. We ask them if they have a business plan or a business idea. Many potential clients have several business ideas, but do not know where to go from there. Some of the potential clients are referred to WWBIC.

CEDCO and WWBIC offer seminars together to identify which business flow they want to follow. Then the clients move on to prepare their business plan. This can be in a group setting or 1:1. CEDCO and WWBIC work together on business plans also. The business

plan is the most important part of the process. It tells the potential business owner where they are going. Once the business plan is secure, then the client moves onto other areas of the business such as generating options and solutions; clarifying roles, relations & functions; etc. CEDCO has a checklist that must be completed before referring a client to WWBIC and other lending institutions for financing. CEDCO continues to work with their clients by providing technical assistance even after financing is secured to ensure they are successful. WWBIC also provides reverse referrals if they have a client who is in need of our technical assistance.

Two examples of clients who will be referred to WWBIC in the near future are:

1. LiVito, LLC, a company looking to sell portable imaging machines in the area. There are only two similar companies in the area at this time.
2. New Seasons Adult Family Homes, Inc. is a 3-4 bed private room community-based adult family home. Mr. & Mrs. Kenner, 1619 24th Avenue, said they received their license from the State in December 2008. They were looking for start up funding so went to CEDCO. CEDCO reviewed their business plan and connected us with WWBIC and other private lenders. Mr. Luter is very flexible when setting up meetings with us. The Kenners said they want to offer a group home that is over and above what is currently offered in Kenosha.

Mr. Luter said they are working with the State of Wisconsin, Department of Commerce for a \$100,000 grant to add to their minority loan fund for Racine and Kenosha as a matching grant. There is a need for administrative funds to keep the program running smoothly and to administer the loan funds.

Question: Will the New Seasons Adult Family Home be handicapped accessible for the 3-4 individuals?

Answer: The home is for individuals who are fully ambulatory. We do hope to open additional homes in the future.

Question: Was a current census taken to show a need for this facility?

Answer: No.

Question: Are you under contract with Community Care?

Answer: Yes, we just received confirmation we were approved by Community Care.

Alderman Ohnstad asked if CEDCO was working with anyone else. Mr. Luter said another client was Mr. Perez who has 30 years experience in the stainless steel business. He owns a building in Kenosha and wants to open his own business. He does not have a business plan. He is outsourcing his work right now, but has 3-4 contractors in the wings waiting for him to open his own business in Kenosha. CEDCO is also working with one contractor and several indirect sub-contractors for the I-94 project.

Mr. Mahone asked how involved CEDCO is with the I-94 project. Mr. Luter said he is on two committees. One committee deals with the labor force required to work on the I-94 project. The other committee is for jobs other than skilled contractors. There will be many job opportunities available in addition to the skilled contractors needed for this project. There are not many construction firms in the Kenosha/Racine area. The DOT will be involved in the bidding process for the prime contractors and sub-contractors.

The individuals interested in working of the I-94 project will be looking for financing for equipment. Mr. Mahone said this is a very important project for business and the people. Mr. Luter said some people who worked on the Marquette Interchange and have offered their assistance.

A motion was made by Mr. Mahone and seconded by Alderman Kennedy to authorize a CDBG Agreement between the City and CEDCO for funding in the amount of \$40,000. The motion passed unanimously (6 ayes; 0 noes).

The committee asked to receive updates on the progress of CEDCO's activities. Mr. Geliche said he would include reimbursement requests in meeting packets as they are submitted. WWBIC sends a quarterly update showing success stories and finances. Mr. Mahone asked if DOT contracts were part of the report and if not, could that be added. Mr. Luter said that could be added to their report. Alderman Marks said she would like to see the report show the relationship between CEDCO and WWBIC along with how they are marketing the downtown and uptown areas.

2. Authorization to Issue CDBG Agreement between the City and WWBIC

Heather Lux, SE Wisconsin Office Project Director, and Barb Fischer-Galley, Administrative Assistant, were in attendance representing WWBIC. Ms. Lux gave a presentation to the committee. She stated that WWBIC's goal was to serve 64 people in Kenosha. Through February 18, 2009, 104 people have been served with 49 of those being low to moderate income individuals.

WWBIC has formed a new partnership with the Shalom Center by offering their first class their on February 17, 2009. Ms. Lux said WWBIC will be holding five (5) Volunteer Income Tax Assistance workshops. WWBIC is conducting classes at the CEDCO location. Ms. Lux said representatives from CEDCO, WWBIC and WHEDA will be meeting with local lenders to let them know of their services and that if they are unable to lend to individuals, WWBIC may be an option.

WWBIC's goal was to increase their outreach venues in Kenosha by five (5) in 2008. Through the end of November 2008, WWBIC has participated in 12 new outreach opportunities.

One (1) loan was approved and one (1) was denied since our last meeting. A loan for a business called "Naturally Delicious" located at 5115 Seventh Avenue was just approved. This is a catering business using all natural and organic products.

Question: On the loan that was denied, do you continue to work with them to help them bet their loan approved?

Answer: Yes, Mary Ngiela, our loan officer for SE Wisconsin, works with them and they can reapply in three to six months said Ms. Lux.

Question: What is the success rate for second time loan applicants?

Answer: Ms. Lux said she did not have that information and would have to get that information to the committee. WWBIC does provide technical assistance throughout the loan process.

There is a loan in the pipeline for \$50,000 that will be reviewed by the Loan Committee on February 26, 2009. There is also a \$80,000 loan for a retail business in process. We have held a "Can We Talk" and hope to have an application for a daycare by February 20, 2009. We conduct 6 – 8 "Can We Talk" sessions a month. These sessions are where individuals sit down with Mary Ngiela and see where they are with their business plan.

The committee had a concern about Kenosha representation on the WWBIC loan committee. Mary Fischer-Tracy from First Banking Center has been added to the loan committee and there is a possibility of a second person being added.

Ms. Lux distributed an article on Yahoo regarding increased interest in micro loans in which Wendy Baumann, President of WWBIC, was quoted.

Question: Is WWBIC involved with the DOT I-94 project?

Answer: No, we are not. Ms. Lux said she joined WWBIC in September and they were not involved with the project at that time.

Mr. Landry thanked Ms. Lux for getting a Kenosha representative on the loan committee.

A motion was made by Alderman Ohnstad and seconded by Alderman Kennedy to authorize a CDBG Agreement between the City and WWBIC for funding in the amount of \$80,000. The motion passed unanimously (6 ayes; 0 noes).

Alderman Marks said she is glad to see WWBIC is instrumental in bringing new businesses into downtown and the community.

Mr. Luter asked if he could get a list of available property in the downtown area. Tony Geliche, Community Development Specialist, said he can get that information from the City Development office.

3. 2010 – 2014 Consolidated Plan

Tony Geliche said Common Council approved an agreement between the City and Urban Strategies, Inc. to assist in the preparation of the 2010 – 2014 Consolidated Plan. The

Consolidated Plan is a HUD requirement to receive CDBG and HOME funds and is a collaborative process identifying the needs in Kenosha in relation to housing, homelessness and Community Development needs. The goals, priorities and programs to address these needs are established once the needs are identified. We collaborate with other agencies to help meet the needs. We do need to incorporate the ESG (Emergency Shelter Grant) program needs into our Consolidated Plan.

The Consolidated Plan will need to be adopted, refined and debated so that it has clear objectives for those requesting funding. The plan can be amended as situations change.

This committee will review the findings of the consultant, provide suggestions for the consolidated plan and approve the goals and recommendations. The goals and recommendations will go before the Plan Commission and Common Council for adoption.

The consolidated plan in the past has been generic. This is an opportunity to have a plan that we hope will better address the needs of the community. The process begins tomorrow with a meeting with the City, United Way, UW Extension, and Kenosha County to see if they are willing to work together on this project. The adopted Consolidated Plan is required before we can move into our next CDBG Program year process.

Question: In the past 2-3 months, two (2) groups have come together for persons with mental illness and the homeless. They are Change and KARE. Can those two (2) groups be surveyed for their input for the Consolidated Plan? The KARE Center is looking to replace their current facility.

Answer: Mr. Geliche said the list is currently being put together.

Alderman Marks said this plan goes hand-in-hand with our Allocation Plan. This plan will give us guidance for our percentages on how we allocate our funds. Mr. Frederick said he is hopeful that mental illness will be addressed. There is a waiting list for the current facilities. Alderman Marks said with the economic situation the way it is today, mental illness may be affecting more people.

Alderman Marks said she would like the committee to meet monthly through June. Possibly representatives from Urban Strategies, Inc. can meet with the committee in March and explain to the committee what they are doing. She asked if the committee would check on the 2nd and 3rd Wednesdays of the month to see if meetings could be arranged on either of those days.

4. CDBG Activity Balances

Tony Geliche said the three (3) page report shows the actual funding through Block Grant and the current balances for each agency. In the left hand column is the year the project was funded and the year the funds were allocated. The report also shows what the total contract amount is and what each agency has been paid to date. This report shows the committee where we are in spending our funds. Many of our agencies request funding between 2 calendar years. Some agencies put in a one time reimbursement request. If the

reimbursements do not come out to the exact amount and there is a small balance, that balance is transferred to the unprogrammed fund balance.

Question: What is the balance in Economic Development?

Answer: There is \$54,896 in 2006 funds and \$65,675 in 2005 funding remaining in the Economic Development fund. After funding both CEDCO and WWBIC, there will be a very small amount left in the Economic Development fund.

Question: When will we hear what our 2009 amounts will be from HUD?

Answer: Hopefully, within about 30 days. There may be additional entitlement funds available, but those funds will have to be moved on within four (4) months, so will have to be used on projects ready to go immediately. We could see additional funds, but do not know what the amount will be.

Question: Was Kenosha Fire Department a 2009 applicant?

Answer: No, they were a 2008 recipient.

Question: If CDBG receives additional funding, would it be possible to use some of the funding for summer employment?

Answer: Mr. Geliche said he is not sure at this time because he does not know what the requirements will be for the additional funding.

Alderman Marks asked for a report showing what was allocated over the past five (5) years. This will tell us what we allocated to various agencies and may help us determine what we should have done over that period of time. Mr. Geliche said the consultants will be performing that task for the committee over the past ten (10) years. They will determine if our goals were met during that time.

5. Any other Business as Authorized by Law

Mr. Geliche said he would like the committee to consider changing the calendar cycle for the CDBG process. The current cycle begins in July with the approval of the Allocation Plan. The application period is usually at the end of August to mid-September with interviews and allocation completed by mid- to end of October. After final approval is received by Common Council in mid-November, everything is on hold until May when we receive our determination from HUD. The change would move the Allocation Plan meeting to August or September. The application would be due in December. Interviews and the allocation meeting would be in January.

Recipients have a six month period of no activity which is hard to budget for. The current process has been in place for years, but this would be a good time to consider a change. Alderman Marks said we can let the applicants know very early on that the process time line is changing. Alderman Kennedy asked if the change were made, what does that do for

City Development staff during budget time. Mr. Geliche said the budget process may be moving up a month.

Alderman Marks asked that the Calendar Cycle be an item on the next agenda.

4. Public Comments

Public hearing opened. No public comments. Public hearing closed.

4. Commissioner Comments

No Commissioner comments.

A motion to adjourn was made by Alderman Kennedy and seconded by Mr. Mahone. The motion passed unanimously (6 ayes; 0 noes).

The meeting adjourned at 6:10 p.m.

Certification that the minutes have been approved by the Community Development Block Grant Committee.

Jeffrey B. Labahn, Secretary

Draft

SUB-GRANTEE AGREEMENT

THIS AGREEMENT, is entered into on the 6th, day of April 2009, by and between Community Economic Development Corporation (hereinafter referred to as the "CONTRACTOR"), and the City of Kenosha, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. RETENTION OF SERVICES. The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth, April 1, 2009 all in accordance with the terms and conditions of this Contract to begin no earlier than , and continue through March 31, 2010.

II. USE OF FUNDS AND COMPENSATION.

A. Use of Funds

The CONTRACTOR agrees that all funds received pursuant to this Agreement shall be used in accordance with the CITY and U.S. Department of Housing and Urban Development regulations. Said funds shall be used for funding of the Micro-Enterprise Technical Assistance in accordance with Exhibit A "Budget" and Exhibit B "Scope of Services" (Action Plan) attached hereto.

B. Compensation

The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract the maximum sum of \$40,000.00 inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensations to be paid hereunder exceed said maximum sum for all of the services required.

C. Program Income

Program income means gross income received by the CONTRACTOR directly generated from the use of CDBG funds. When such income is generated by an activity that is assisted with CDBG funds, the income shall be reported on the monthly narrative and shall be retained by the sub-recipient and used only for activities included in the scope of services made part of this Agreement.

III. DELIVERABLE ITEMS.

A. Financial Information and Reports

1. Through the Department of City Development of the City of Kenosha, hereinafter referred to as "DEPARTMENT", the CONTRACTOR shall report to the CITY all costs incurred under this Agreement through Monthly Activity Reports and Financial Reports. Such reports shall be in the format provided to the CONTRACTOR by the DEPARTMENT and shall be provided to the DEPARTMENT within 10 days of the end of each month.

2. The CONTRACTOR shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles, procedures and regulations as

deemed necessary by the CITY. Such records shall be maintained by qualified personnel and in a timely manner.

3. Through the DEPARTMENT, the CONTRACTOR shall provide to the CITY copies of all subcontracts executed under this Agreement as they become available.
4. Through the DEPARTMENT, the CONTRACTOR shall report to the CITY the source and amount of all non-Community Development Block Grant funds utilized in the performance of project activities.
5. All reports, studies, analysis, memoranda and related data and materials as may be developed during the performance of this Contract shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that he will not, without prior written approval by the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided.
6. If the CONTRACTOR receives funds from any source other than from this Agreement, a separate account must be established and used for all monies received under this Agreement. CONTRACTOR shall not co-mingle the funds provided under this Agreement with any other funds, revenue or monies, which are in the CONTRACTOR'S possession or to which the CONTRACTOR is entitled. Any funds received as return of costs or as income generated from activities funded by this Agreement are the property of the CITY and are to be transmitted to the CITY promptly unless otherwise agreed upon.

B. Performance/Compliance Information

The CONTRACTOR shall assist the DEPARTMENT and the CITY in collecting and maintaining such information as required by the Department of Housing and Urban Development and/or the DEPARTMENT periodically and in such manner as determined by the CITY and the CITY shall be required to effectively and efficiently report such information to HUD.

The Performance/Compliance Information includes, but is not necessarily limited to, the following:

1. Demographic data on the population benefited from project activity;
2. Relocation data;
3. Housing stock/assistance data;
4. Environmental data, notices, statements and studies;
5. Equal opportunity, affirmative action, employment, fair housing and entrepreneurial data; and
6. Public involvement/citizen participation data.

C. Reporting Requirements

The CONTRACTOR shall maintain, in conjunction with the DEPARTMENT, an evaluation reporting system, in such manner and form as determined by the DEPARTMENT, utilizing the programmatic and fiscal data gathered through the operation of the project to demonstrate the project's impact on the CITY. The following reports will be submitted by the tenth working day of the month for the previous calendar month.

1. Monthly Narrative (Exhibit D);

2. Monthly Client Profile Report (Exhibit E); and
3. Other quantifiable or qualitative data that illustrates the social or physical impact of the project's activities.

D. Audit (Applies to contractors expending \$300,000 or more in Federal funds during a fiscal year.)

1. The CONTRACTOR agrees to supply the CITY with a certified audit report performed in compliance with the auditing standards of the U.S. Department of Housing and Urban Development.
2. The CONTRACTOR agrees to comply with the City and Federal audit requirements contained in the Office of Management and Budget Circular A-133 which requires that non profit organizations expending \$300,000 or more in federal funds in a fiscal year must secure an audit. Agencies should, to the extent feasible, procure their audits from small local minority and women-owned businesses.

Audited Financial Statement (Applies to contractors expending less than \$300,000 in Federal funds during a fiscal year.)

1. The CONTRACTOR agrees to supply the CITY with audited financial statements prepared by a Certified Public Accountant.

IV. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of this Agreement by all parties of interest, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Contract, but in any event, all of the services required hereunder shall be completed no later than **March 31, 2010** which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to amend, modify, change, correct or expand there on until the Contract is fully completed.

V. CONDITIONS OF PERFORMANCE AND COMPENSATION.

A. Performance

The CONTRACTOR agrees that the performance of CONTRACTOR'S work, services and the results here from, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

B. Place of Performance

The CONTRACTOR shall conduct CONTRACTOR'S services as required under the terms and conditions of this Contract at such place or places as is necessary, which will enable the CONTRACTOR to fulfill CONTRACTOR'S obligations under this Contract.

C. Additional Fringe or Employee Benefits

The CONTRACTOR shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.

D. Taxes, Social Security and Government Reporting

Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.

E. Subcontracting

1. The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the CITY.
2. The CONTRACTOR shall follow "Procurement Standards" of OMB Circular A-110 when subcontracting.
3. Any contract funded under this Agreement shall be submitted to the DEPARTMENT for review and approval prior to its execution.
4. In the event CONTRACTOR is a private non-profit or neighborhood-based non-profit organization, or a local development or small business investment corporation, CONTRACTOR is required to comply with the procurement procedures of Office of Management & Budget (OMB) Circular A-110 and A-122 (incorporated herein by reference) and available upon request for the procurement of supplies and services in connection with activities funded under this Agreement.

VI. METHOD OF PAYMENT. The CITY agrees that subsequent to the full and complete performance of this Contract and satisfactory performance of the services in accordance with Exhibit B set forth herein and approval thereof by the DEPARTMENT, to pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the CITY shall prevail. The conditions of payment are as follows: compensation for services required under this Contract shall be contingent upon each activity being reviewed for approval by Jeffrey B. Labahn or designee thereof of the CITY and subsequently approved for payment. Requests for payment shall be made on the Sub-Recipients Invoice Form (Exhibit F).

A. Cost Incurred

1. If not otherwise restricted by Federal, State or local statutes, regulations or procedures, the CONTRACTOR may incur cost for the service described in Exhibit B, provided such costs are allowable under Section 24 CFR 570.603 of the HUD regulations and reimbursements made through the applicable CITY procedures or as may be prescribed by the City Finance Director.

B. Payment Policies and Procedures

1. The CITY agrees to compensate the CONTRACTOR for those services taken and completed as described in Exhibit B, where costs have been expended as detailed and approved by the DEPARTMENT and the Office of the Finance Director.
2. It is the policy of the CITY that the CONTRACTOR shall be compensated on a reimbursement basis; however, advances may be authorized at the discretion of the DEPARTMENT Director in such manner and at such times as prescribed by the City Finance Director. In compliance with procedures promulgated by the DEPARTMENT and the Office of the Finance Director, the CITY shall make payment under this Agreement upon presentation of an appropriate requisition for reimbursement by the CONTRACTOR. Periodically, as determined by DEPARTMENT and the Office of the Finance Director, the CONTRACTOR shall submit to the DEPARTMENT, in such form and detail as required by the DEPARTMENT and the Office of the Finance Director,

such documents and financial reports considered necessary by the DEPARTMENT and the Office of the Finance Director to support said requisition for reimbursement as to expenditure incurred by the CONTRACTOR in the performance of this Agreement and claimed to constitute allowable costs.

C. Reversion of Funds and Assets

1. All funds not expended or incurred by the CONTRACTOR pursuant to this Agreement and approved by the DEPARTMENT and the Office of the Finance Director for the services described in Exhibit B shall automatically revert to the CITY and shall not accumulate as project funds unless specifically authorized by the DEPARTMENT Director.
2. Upon expiration of this Agreement, the CONTRACTOR shall transfer to the CITY any CDBG funds on hand at the time of expiration of said contract and any accounts receivable attributable to the use of CDBG funds.
3. Any real property acquired or improved by the CONTRACTOR in whole or in part with CDBG funds in excess of \$25,000.00, shall be used either to address the stated objectives in Exhibit B or disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributed to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

VII. DEFENSE OF SUITS. In case any action in court is brought against the CITY or any of its officers, agents or employees for the failure, omission or neglect of the CONTRACTOR to perform any of the covenants, acts, matters or things by this contract undertaken, or for injury or damage caused by the alleged negligence of the CONTRACTOR, its officers, agents or employees, the CONTRACTOR shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, decrees, claims or attorney fees arising out of such action. The CITY shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR'S insurer, and upon such tender it shall be the duty of the CONTRACTOR or CONTRACTOR'S insurer to defend such claim or action without cost or expense to the CITY or its officers, agents or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.

VIII. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the CONTRACTOR at:

***Community Economic Development Corporation
718 North Memorial Drive
Racine, WI 53404
Attention: Randy Luter***

and to the CITY at:

***Department of City Development
625 52nd Street, Room 308
Kenosha, WI 53140
Attention: Jeffrey B. Labahn***

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

IX. REGULATIONS. CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.

X. ENFORCEMENT.

A. Remedies for Noncompliance

If the CONTRACTOR materially fails to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the City may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by the CITY.
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate this Agreement.
4. Withhold further awards for the program described in this Agreement.
5. Take other remedies that may be legally available.

B. Hearings, Appeals

In taking an enforcement action, the City will provide the CONTRACTOR with notice of violation and an opportunity for a hearing before the CDBG Subcommittee with an opportunity for an appeal to the Common Council of the City of Kenosha.

C. Effects of Suspension and Termination

Costs of CONTRACTOR resulting from obligations incurred by the CONTRACTOR during a suspension or after termination of an award are not allowable unless the CITY expressly authorizes them in the notice of suspension or termination or subsequently. Other CONTRACTOR costs during suspension or after termination that are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by the CONTRACTOR before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable, and,
2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension

The enforcement remedies identified in this section, including suspension and termination, do not preclude CONTRACTOR from being subject to "Debarment and Suspension" under E.O. 12549 (see SS. 85.35).

- XI. **TERMINATION FOR CONVENIENCE.** Except as provided in Section X, awards may be terminated in whole or in part only as follows:
- A. By the CITY with the consent of the CONTRACTOR in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
 - B. By the CONTRACTOR upon written notification to the CITY setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety under either Section X or paragraph (1) of this section.
- XII. **CHANGES.** The CITY may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to the Contract.
- XIII. **PERSONNEL.**
- A. The CONTRACTOR represents that he/she has or will secure at his/her own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.
 - B. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. If any work or services are subcontracted, it shall be specified in written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the CONTRACTOR, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.
- XIV. **ASSIGNABILITY.** The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of the CITY. Provided, however, that claims for money due or to become due the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CITY.
- XV. **RECORDS.**
- A. Establishment and Maintenance of Records

Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three (3) years after receipt of the final payment under this Contract.
 - B. Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

- XVI. **AUDITS AND INSPECTIONS.** At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the CITY or such agency for examination all of its records with respect to all matters covered by this Contract and will permit the CITY or such agency and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.
- XVII. **CONFLICT OF INTEREST.** The CONTRACTOR shall comply with the terms and conditions of the "Conflict of Interest Requirements" as delineated in Exhibit C attached and incorporated herein.
- XVIII. **DISCRIMINATION PROHIBITED.**
- A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex orientation, sex or national origin, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex orientation, sex or national origin. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved, setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex orientation, sex or national origin.
- B. No person in the United States shall, on the grounds of race, color, sex orientation, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract, so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- XIX. **WITHHOLDING OF SALARIES.** If in the performance of this Contract there is any underpayment of salaries by the CONTRACTOR or by any subcontractor thereunder, the CITY shall withhold from the CONTRACTOR out of payments due to him, an amount sufficient to pay to employees underpaid, the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the CITY for and on account of the CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.
- XX. **CLAIMS AND DISPUTES PERTAINING TO SALARY RATES.** Claims and disputes pertaining to salary rates or to classifications, if any, performing work under the Contract shall be promptly reported in

writing by the CONTRACTOR to the CITY for the latter's decision, which shall be final with respect thereto.

XXI. OTHER PROVISIONS.

- A. Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Contract may be utilized by the CITY in such manner and purpose as the CITY desires or determines without permission or approval of the CONTRACTOR or compensation to the CONTRACTOR therefor, other than herein provided.
- B. The word "CONTRACTOR" means a person or an entity, whether public or private, that enters into contract with the CITY, and whenever the word "CONTRACTOR" appears in Part II attached hereto, it means the same and is synonymous with "CONTRACTOR" as it appears in Part I of this Contract.
- C. The CONTRACTOR shall comply with the requirements of the following Circulars which are available from the City upon request:
1. OMB Circular No. A-122 "Cost Principles for Non Profit Organizations".
 2. OMB Circular No. A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations".
 3. OMB Circular No. A-133 "Audits of Institutions of Higher Education and Other Non-Profit Organizations".
- D. The CONTRACTOR shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of the CDBG Regulations except that:
1. The CONTRACTOR does not assume the City's environmental responsibilities described at Section 570.604 of the CDBG Regulations;
 2. The CONTRACTOR does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- E. Any publicity generated by CONTRACTOR for the project funded pursuant to this Agreement or for one year thereafter, will make reference to the contribution of the City of Kenosha in making the project possible. The words "City of Kenosha" will be explicitly stated in any and all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

XXII. CERTIFICATION FOR THE CDBG ENTITLEMENT PROGRAM PROHIBITION OF USE OF FEDERAL FUNDS FOR LOBBYING.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contractor, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

XXIII. PART II INCLUSION. This contract consists of this Part I; however, whenever federal assistance, aids or grants are used in whole or in part for the procurement of the services hereinbefore described or used for the purposes set forth in this Contract; this Part I is subject to the provisions of Part II hereof applicable and in such event, Part II is specifically made a part of this Contract as though set forth herein in full.

Part II is Attached X
Not Applicable

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have caused this Contract to be executed for and on their respective behalf as of the dates hereinafter set forth.

CITY OF KENOSHA,
A Municipal Corporation

CONTRACTOR

By: _____
Mayor Keith G. Bosman

By: _____
Board President

Countersigned:

Countersigned:

By: _____
Michael Higgins, Clerk/Treasurer/Assessor

By: _____

Date: _____

Date: _____

PART II

TERMS AND CONDITIONS FOR FEDERAL ASSISTANCE, AID OR GRANTS

- I. DEFINITIONS. As used in this Contract:
- A. "CITY" means the City of Kenosha, a Wisconsin municipal corporation.
 - B. "CONTRACTOR" means an entity, whether public or private, that furnishes to the CITY the services referred to in Part I.
- II. SPECIAL REQUIREMENTS. If Federal Community Development Block Grant Funds are involved, then any unused funds under this Contract may be suspended or terminated upon the following:
- A. The CITY'S refusal to further participate in the Community Development Block Grant Program;
or
 - B. The suspension or termination of the Community Development Block Grant Funds to the CITY under a federal or state act.
- III. IDENTIFICATION OF DOCUMENTS. All reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use, shall contain the following information on the front cover of title page (or in the case of maps, in an appropriate block): Name of agency, month and year of preparation, name of the CONTRACTOR and the following notation covering federal assistance.
- The preparation of this report, map, document, etc. was financed in part through a grant from the **Department of Housing and Urban Development, under the provisions of Title I of the Housing and Community Development Act of 1974 (as amended)** (e.g., the Department of Housing and Urban Development under the provisions of Title I of the Housing and Community Development Act of 1974, or other, as the case may be.)
- IV. INTEREST IN CERTAIN FEDERAL OFFICIALS. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or any benefit to arise therefrom.
- V. OPPORTUNITIES FOR RESIDENTS. In all work made possible by or resulting from this Contract, affirmative action will be taken to ensure that low and moderate income residents are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by low and moderate income residents are to the greatest extent feasible awarded contracts.
- VI. COPYRIGHTS. If this Contract results in book or other copyrightable materials, the author is free to copyright the work, but the appropriate federal agency involved reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all copyrighted material and all materials which can be copyrighted.
- VII. PATENTS. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the appropriate federal agency involved for determination by it as to whether patent production on such invention or discovery shall be sought and how the rights in the invention or discover, including rights under any patent issued thereupon, shall be disposed of and administered, in order to protect the public interest.

- VIII. **POLITICAL ACTIVITY PROHIBITED.** None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or further the election or defeat of any candidate for public office.
- IX. **LOBBYING PROHIBITED.** None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.
- X. **DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS.** No person employed in the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.
- XI. **ANTI-KICKBACK RULES.** The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts, if any, covering work under this Contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required by subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
- XII. **LABOR STANDARDS PROVISION.** The CONTRACTOR shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provision of the Contract.
- XIII. **LEAD-BASED PAINT.** § 570.611 - If the Contract involves construction or rehabilitation of residential structures with assistance provided under this Agreement, it is subject to the lead-based paint regulations set forth in 24 CFR 35, Subpart B.
- IV. **"Section 3" OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701(u))**
- A. Any work to be performed under this Contract that is on a project assisted under a program providing direct federal assistance from the Department of Housing and Urban Development is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. Any such work requires that the parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, set forth in 24 CFR 135, and all applicable rules and orders of the CITY issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- C. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Department of Housing and Urban Development, 24 CFR 135. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first

provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- E. Compliance with the provision of Section 3, the regulations set forth in 24 CFR 135 and all applicable rules and orders of the CITY issued thereunder prior to the execution of the Contract shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its successors and assigns to those sanctions specified by the grant or loan.

XV. EXECUTIVE ORDER 11246, ETC. During the performance of this Contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex orientation, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment with regard to their race, color, religion, sex orientation, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitation or advertisement for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex orientation, sex or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965; and by the rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clause of this Contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 or September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include the portion of the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in every subcontract or purchase order, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any

subcontract or purchase order as the CITY may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

(Exhibit A)

BUDGET

**Community Economic Development Corporation
Micro-Enterprise Technical Assistance**

Technical Assistance

Salary and Fringe Benefits.....	\$28,600
Program Overhead.....	\$10,000
Program Materials.....	<u>\$1,400</u>
TOTAL.....	\$40,000

(Exhibit B)**SCOPE OF SERVICES****Community Economic Development Corporation
Micro-Enterprise Technical Assistance**

Funds used under the terms of this Agreement are to be used to assist micro-enterprises (a business employing five or fewer full-time equivalent employees, one of whom is the owner) located within the City of Kenosha.

Under the terms of this Agreement, the CEDCO shall:

A. Use of Funds**1. Utilize funds to provide technical business assistance services to micro-enterprises**

- Provide business training and/or technical assistance support services to 80 low-to moderate income individuals through the various levels of classes and training sessions.
 - Increase comprehension of entrepreneurship and business acumen, including business financing, bookkeeping, cash flow projection, marketing, and business operations and management.
 - Provide one-on-one technical assistance to appropriate entrepreneurs and business owners via training sessions regarding finance options.
 - Provide individualized technical assistance to loan fund borrowers as needed to strengthen and grow their businesses.
 - Individuals receiving technical assistance will be guided by a "Client Assessment" form that evaluates and suggests needed assistance for their business.
 - Individuals served with technical assistance shall have a "business plan" completed by CEDCO prior to the receipt of assistance.
 - Salary and fringe benefits shall be reimbursed for actual time spend on technical assistance.
 - Actual time spent shall be documented with time records kept by each employee.

B. Reporting**2. Under the terms of this Agreement, CEDCO will:**

- Monthly
 - Submit Exhibit E or equivalent.
 - Submit the number of low-to-moderate income attendees at the counseling sessions. (Note: 100% of those benefiting must be low-to-moderate income.)
 - Submit the number of existing loan clients provided technical assistance. (Must be low-to-moderate income.)
 - Submit the number of low-to-moderate income attendees at business classes and training sessions. (Note: 100% of those benefiting must be low-to-moderate income.)
- Annually
 - Submit a technical assistance report listing the business name, name of owner, address, DUNS Number, the date of first contact and the number of employees.
 - For those businesses that receive on-going technical assistance, the information to be tracked shall include the owner's income pre- and post-assistance and the number of new jobs created during the time period of assistance.

(Exhibit C)

CONFLICT OF INTEREST REQUIREMENTS

The Contractor hereby agrees to comply with provisions of 24 CFR 570.611 and Sec. 946.13 Wisconsin Statutes regarding Conflict of Interest.

Among the major requirements are the following:

1. Applicability.
 - a) In the procurement of supplies, equipment, construction, and services by recipients, and by sub-recipients (including those specified at SS570.204(c))¹, the Conflict of Interest provisions in 24 CFR 85.36 and OMB Circular A-110, respectively, shall apply.
 - b) In all cases not governed by 24 CFR 85.36 and OMB Circular A-110, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or sub-recipients, to individuals, businesses, and other private entities under eligible activities which authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to SS570.202 or grants, loans and other assistance to businesses, individuals or other private entities pursuant to SS570.203, 570.204 or 570.455).
2. Conflicts Prohibited. Except for approved eligible administrative or personnel costs, the general rule is that no persons described in paragraph 3 below who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract or agreement either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
3. Persons Covered. The Conflict of Interest provisions of paragraph 2 of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or subrecipients which are receiving funds under this part.
4. Exceptions: Threshold Requirements. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph 2 of this section on a case-by-case basis when it determines that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. An exception may be considered only after the recipient has provided the following:
 - a) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure on the conflict and a description of how the public disclosure was made; and
 - b) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.
5. Factors to be Considered for Exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph 4 of this section, HUD shall consider the cumulative effect of the following factors, where applicable:
 - a) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

- b) Whether an opportunity was provided for open competitive bidding or negotiation;
- c) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- d) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- e) Whether the interest or benefit was present before the affected person was in a position as described in paragraph 2 of this section;
- f) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- g) Any other relevant considerations.

6. Local Enforcement and Monitoring of the Conflict of Interest Regulations. The following list of requirements in no way relieves the grantee from their CDBG contract responsibilities and requirements; however, in order for the CDBG Office to more effectively monitor CDBG grantees' enforcement of, and compliance with, the Federal requirements regarding conflict of interest, the City of Kenosha Community Development Block Grant Office will require the following:

- a) Each Grantee must submit a list of their Board of Directors, and maintain on-site membership lists of any business interests in which the Board or subcommittee members have substantial or controlling financial interest.
- b) Contractor shall:
 - i) Explain to its Board or appropriate policy group, and any subcommittee, the federal requirements regarding Conflict of Interest and each Board member's responsibilities and rights under those regulations.
 - ii) Distribute a copy of this Attachment to each Board member, subcommittee member, potential loan recipient, supplier or contractor.
 - iii) Maintain, on site, copies of the minutes from each Board meeting, Loan or Committee meeting, or any meeting at which the investment or use of CDBG funds is discussed.
 - iv) Incorporate into each loan or information package, application, contract, and closing documents, a full copy of the Conflict of Interest regulations contained in the Subgrantee Agreement with the City of Kenosha.
- c) The Contractor will permit the City to review the above documents (per paragraph 2 of Scope of Service) to assure compliance with the above requirements.

7. Method for Requesting Exception from Conflict of Interest Requirements. In order for the Community Development Block Grant Office to efficiently deal with a Grantee's request for an exception to the Conflict of Interest regulations, the Contractor shall submit the following to the CDBG Office prior to commitment of CDBG funds:

-
- a) A cover letter describing the a) perceived conflict, b) actions taken to resolve the conflict, c) certification that the Contractor has followed the methodology laid out in step 2, and d) Factors to be Considered for Exceptions (Item 5, attachment 5, of the CDBG contract).
 - b) A copy of the Loan Committee and/or Board meeting minutes showing the conflict was publicly disclosed.
 - c) A letter from the Contractor's attorney stating their view that a conflict does not violate State or local law.

The Contractor shall not commit any CDBG funds until the conflict has been resolved and the City has received a letter of formal exception from the Department of Housing and Urban Development. Any such commitment prior to HUD approval will not be honored by the CDBG Office.

Exhibit E
Service Provider Report Form

AGENCY: _____

PROGRAM: _____

CONTACT PERSON: _____

QUARTER: _____

DATE SUBMITTED: _____

SUBMITTED TO: _____

RACE (INCLUDING HISPANIC ORIGIN)																
WHITE				0												
<i>Hispanic Origin</i>				0												
BLACK/AFRICAN AMERICAN				0												
<i>Hispanic Origin</i>				0												
ASIAN				0												
<i>Hispanic Origin</i>				0												
NATIVE AMERICAN				0												
<i>Hispanic Origin</i>				0												
AFRICAN AMERICAN & WHITE				0												
<i>Hispanic Origin</i>				0												
OTHER				0												
<i>Hispanic Origin</i>				0												
TOTAL (RACE)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL (HISPANIC ORIGIN)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Note: If the word TRUE does not appear to the right, the RACE portion of the demographics above has been completed incorrectly. Total RACE must equal the total number of participants served.

TRUE

TRUE

TRUE

TRUE

<u>SERVICE LEVEL</u>	Q1	Q2	Q3	Q4
ACTIVE BEGINNING OF PERIOD	0	0	0	0
OPENED	0	0	0	0
CLOSED	0	0	0	0
ACTIVE END OF PERIOD	0	0	0	0
NUMBER OF INDIVIDUALS SERVED	0	0	0	0

<u>CASE CLOSURE REASONS</u>	Q1	Q2	Q3	Q4
COMPLETED PROGRAM	0	0	0	0
NON-COMPLIANCE	0	0	0	0
PARTICIPANT MOVED	0	0	0	0
OTHER REASONS	0	0	0	0
TOTAL CLOSED	0	0	0	0

<u>REFERRAL SOURCES</u>	Q1	Q2	Q3	Q4
DEPT. OF HUMAN SERVICES	0	0	0	0
OTHER COMMUNITY AGENCY	0	0	0	0
SCHOOL PERSONNEL	0	0	0	0
OTHER SOURCE (specify in narrative)	0	0	0	0
TOTAL NUMBER OF REFERRALS	0	0	0	0

<u>REFERRAL ACTIVITY</u>	Q1	Q2	Q3	Q4
ACCEPTED INTO PROGRAM	0	0	0	0
REFUSED SERVICES	0	0	0	0
INELIGIBLE - DID NOT OPEN	0	0	0	0
WAIT-LISTED	0	0	0	0
PENDING	0	0	0	0
TOTAL NUMBER OF REFERRALS	0	0	0	0

Data Verification Worksheet

Number Served				
	Service Level	Gender	Race	Service Level (Qtr #s)
Quarter 1	0	0	0	0
Quarter 2	0	0	0	0
Quarter 3	0	0	0	0
Quarter 4	0	0	0	0

Opened				
	Service Level	Referral Activity	Service Level (Qtr #s)	Referral Activity (Qtr #s)
Quarter 1	0	0	0	0
Quarter 2			0	0
Quarter 3			0	0
Quarter 4			0	0

Closed				
	Service Level	Case Closure Reasons	Service Level (Qtr #s)	Referral Activity (Qtr #s)
Quarter 1	0	0	0	0
Quarter 2		0	0	0
Quarter 3		0	0	0
Quarter 4		0	0	0

The boxes above can be used to ensure that all data has been entered correctly on all worksheets.

Check across rows within each box to ensure that all values are the same. (Example: All values for Quarter 1 in the "Number Served" box above should be same.)

Number in Household	Extremely Low Income*	Very Low Income*	Low Income*
1	\$13,900	\$23,150	\$37,050
2	\$15,900	\$26,450	\$42,300
3	\$17,850	\$29,750	\$47,600
4	\$19,850	\$33,050	\$52,900
5	\$21,450	\$35,700	\$57,150
6	\$23,050	\$38,350	\$61,350
7	\$24,600	\$41,000	\$65,600
8	\$26,200	\$43,650	\$69,850

* Maximum allowable income for category

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

33

Disbursement Record 5

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 03/01/09 through 03/15/09 and have approved the disbursements as follows:

1. Checks numbered from 082954 through 083419 as shown on attached listing consisting of:

a. Debt Service	<u>4,528,550.00</u>
b. Investments	<u>-0-</u>
c. All Other Disbursements	<u>2,482,268.47</u>
SUBTOTAL	<u>7,010,818.47</u>

PLUS:

2. City of Kenosha Payroll Wire Transfers
from the same period: 1,202,184.53

TOTAL DISBURSEMENTS APPROVED 8,213,003.00

Eric Haugaard

Katherine Marks

Anthony Kennedy

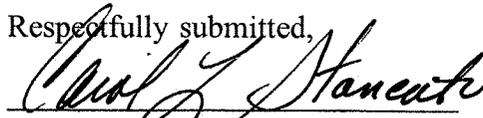
Daniel Prozanski Jr.

Tod Ohnstad

David Bogdala

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectfully submitted,



Director of Finance

FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #5

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 03/23/09

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83420	3/02	MILLER CARRIAGE CO, LLC	405-11-50817-589-000	REPAIR CANNON WHEELS	639.10
83421	3/04	BINDELLI BROTHERS, INC	110-09-56501-259-000	2/09 6220 53 ST	454.24
83422	3/04	WE ENERGIES	110-03-53109-221-000	2/09 STREETLIGHTING	57,920.00
			110-05-55109-221-000	2/09 STREETLIGHTING	538.62
				..... CHECK TOTAL	58,458.62
83423	3/04	RNOW, INC.	630-09-50101-393-000	2/09-PARTS/MATERIALS	167.79
83424	3/04	CLERK OF CIRCUIT COURT	110-01-50301-219-000	JDGMN 09-SC-610	6.25
83425	3/04	HWY C SERVICE	630-09-50101-393-000	PARTS FOR FLEET 2504	1,162.95
			110-05-55109-344-000	2/09 PW-PARTS/SERV	143.15
				..... CHECK TOTAL	1,306.10
83426	3/04	INTERSTATE ELECTRIC SUPPLY	110-03-53109-361-000	2/09 ST-ELECTRICAL S	47.17
			110-03-53109-375-000	2/09 ST-ELECTRICAL S	30.45
				..... CHECK TOTAL	77.62
83427	3/04	KENOSHA CITY/COUNTY	110-02-52111-251-000	3/09 JOINT SERVICES	234,415.50
			110-02-52202-251-000	3/09 JOINT SERVICES	58,603.92
				..... CHECK TOTAL	293,019.42
83428	3/04	LABOR PAPER, THE	110-01-50101-321-000	2/09-1ST & 2ND ORDS	15.50
83429	3/04	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	2/09-#09-0231226 BL	47.30
83430	3/04	SHERWIN WILLIAMS CO.	110-03-53113-389-000	2/09-ST PAINT/SUPP	35.96
83431	3/04	MONROE TRUCK EQUIPMENT	630-09-50101-393-000	2/09-VARIOUS PARTS	252.45
83432	3/04	SHOPKO DEPT. STORE	520-09-50106-311-000	2/09-TD MERCHANDISE	39.98
83433	3/04	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	2/09-30 MIN PARK	71.22
83434	3/04	KENOSHA COUNTY	110-02-52105-283-000	3/09 RENTAL "A" BLDG	7,882.75
83435	3/04	WILLKOMM INC., JERRY	521-09-50101-344-000	1/09-GEAR LUBE	43.56

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83436	3/04	WE ENERGIES	110-03-53109-221-000	#9 01/21-02/19	1,565.33
			110-03-53109-221-000	#9 01/14-02/16	1,421.66
			110-05-55109-221-000	#9 01/19-02/18	1,264.96
			110-03-53109-221-000	#9 01/19-02/17	1,131.00
			522-05-50102-221-000	#9 01/19-02/17	1,103.62
			110-05-55106-222-000	#9 01/22-02/19	1,060.90
			110-03-53116-221-000	#9 01/20-02/18	1,026.30
			110-03-53109-221-000	#9 01/20-02/19	981.07
			110-03-53109-221-000	#9 01/16-02/16	957.35
			110-01-51802-222-000	#9 01/21-02/19	709.21
			110-03-53109-221-000	#9 01/14-02/12	561.76
			110-05-55109-221-000	#9 01/19-02/17	416.69
			110-03-53109-221-000	#9 01/15-02/15	396.14
			110-05-55109-221-000	#9 01/20-02/18	351.72
			110-05-55109-221-000	#9 01/15-02/15	323.11
			110-03-53109-221-000	#9 01/20-02/18	252.21
			110-03-53116-221-000	#9 01/15-02/15	232.13
			110-05-55109-222-000	#9 12/15-02/17	208.43
			110-03-53109-221-000	39 01/15-02/13	187.42
			110-05-55109-221-000	#9 01/14-02/12	107.53
			110-03-53117-221-000	#9 01/20-02/18	86.09
			632-09-50101-221-000	#9 01/15-02/15	42.16
			110-03-53109-221-000	#9 01/18-02/16	41.49
			110-05-55109-221-000	#9 01/16-02/16	26.39
			522-05-50102-222-000	#9 01/19-02/17	8.12
			110-05-55109-221-000	#9 01/18-02/16	6.92
				..... CHECK TOTAL	14,469.71
83437	3/04	WISCONSIN MUNICIPAL	110-01-52001-323-000	NEUENSCHWANDER 2009	100.00
83438	3/04	BATTERIES PLUS	631-09-50101-385-000	BATTERY PACKS	95.94
83439	3/04	KENOSHA WATER UTILITY	205-03-53119-224-000	7/08-12/08 COMP SITE	143.42
			110-05-55109-224-000	HYDRANT-SOUTHPORT PK	56.25
				..... CHECK TOTAL	199.67
83440	3/04	SOUTHPORT VACUUM	110-02-52203-382-000	STN#7-REPAIR	34.80
83441	3/04	WETTENGEL CAMPAGNA	520-09-50301-311-000	2/09-TD TONER	108.00

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83442	3/04	WIS FUEL & HEATING INC	630-09-50101-393-000	2/09-CE LUBRICANTS	2,264.80
83443	3/04	BROOKS TRACTOR, INC.	630-09-50101-393-000	1/09 PARTS & MATERIA	1,902.00
			630-09-50101-393-000	1/09 PARTS & MATERIA	334.50
			630-09-50101-393-000	1/09 PARTS & MATERIA	259.59
				..... CHECK TOTAL	2,496.09
83444	3/04	KENOSHA WATER UTILITY	501-09-50105-259-000	1/09-DIGGERS HOTLINE	99.42
			110-03-53113-259-000	1/09-DIGGERS HOTLINE	99.42
				..... CHECK TOTAL	198.84
83445	3/04	A & R DOOR SERVICE	521-09-50101-344-000	2/09 AR DOOR REPAIRS	177.50
83446	3/04	AT&T	206-02-52205-227-000	2/10-3/09 DS1 SERVC	898.64
			206-02-52205-227-000	2/10-3/09 DS1 SERVC	588.00
				..... CHECK TOTAL	1,486.64
83447	3/04	AT&T	110-02-52203-225-000	02/19-03/18 652-5506	168.93
			420-11-50708-583-000	INSTALL 652-2605	138.80
			501-09-50105-225-000	02/19-03/18 652-2605	62.18
			110-03-53103-225-000	02/19-03/18 652-2605	62.18
			521-09-50101-225-000	02/19-03/18 652-1332	53.62
			520-09-50301-225-000	02/19-03/18 652-6932	53.62
			110-02-52110-225-000	02/10-03/09 657-3937	45.40
			110-02-52201-225-000	02/10-03/09 657-6133	26.92
			521-09-50101-225-000	02/10-03/09 658-0870	26.81
			520-09-50301-225-000	02/19-03/18 652-5104	26.81
			110-01-51801-225-000	02/19-03/18 652-4112	26.81
				..... CHECK TOTAL	692.08
83448	3/04	CITIES & VILLAGES MUTUAL INS	110-00-21141-000-000	SENTRY INS.	9,672.80
83449	3/04	FEDEX	110-01-51306-312-000	2/04/09 DP-SHIPPING	75.06
			110-01-51306-312-000	2/10/09 PW-SHIPPING	33.38
				..... CHECK TOTAL	108.44
83450	3/04	OFFICEMAX	110-01-51901-311-000	2/09 CT #1038 OFFICE	414.50
			110-02-52201-311-000	2/09 FD #1036 OFFICE	305.47
			520-09-50301-311-000	2/09 TD #1034 OFFICE	111.34
			110-02-52203-362-000	DRY ERASE BOARD	76.75
			501-09-50101-311-000	2/09 PW #1037 OFFICE	56.64
			110-01-51303-311-000	2/09 HR #1039 OFFICE	47.08
			110-02-52201-311-000	2/09 PD #1035 OFFICE	19.00
				..... CHECK TOTAL	1,030.78

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83451	3/04	WI IAAI	110-02-52204-264-000	D. SANTELLI 6/02-04	175.00
83452	3/04	PREMIER ELECTION SOLUTIONS	110-01-51901-311-000	12/08 ELECTION SUPPL	20.00
83453	3/04	LINCOLN CONTRACTORS SUPPLY	501-09-50105-385-000	2/09-ST TOOLS/SUPP	89.00
			501-09-50105-361-000	2/09-ST TOOLS/SUPP	47.60
			110-03-53103-389-000	2/09-ST TOOLS/SUPP	13.00
			501-09-50105-235-000	2/09-ST TOOLS/SUPP	9.79
				..... CHECK TOTAL	159.39
83454	3/04	APPERSON EDUCATION PRODUCTS	110-02-52201-311-000	ANSWER SHEET	156.38
			110-02-52201-311-000	INK JET CARTRIDGE	46.00
				..... CHECK TOTAL	202.38
83455	3/04	ORR SAFETY CORP.	501-09-50105-235-000	CARBON MONOXIDE AND	758.00
			501-09-50105-235-000	GAS MONITOR REPAIR	695.00
			501-09-50105-235-000	GAS MONITOR REPAIR	483.50
			501-09-50105-235-000	GAS MONITOR REPAIR	302.50
			501-09-50105-235-000	GAS MONITOR REPAIR	302.50
			501-09-50105-235-000	GAS MONITOR REPAIR	302.50
			501-09-50105-235-000	GAS MONITOR REPAIR	262.50
			501-09-50105-235-000	CALIBRATION GAS	220.00
			501-09-50105-235-000	CAL. GAS	210.00
				..... CHECK TOTAL	3,536.50
83456	3/04	HOLLAND SUPPLY, INC.	630-09-50101-393-000	HOSE	1,683.00
83457	3/04	HOLIDAY INN EXPRESS	110-02-52204-263-000	D. SANTELLI 6/01-04	210.00
83458	3/04	M-B COMPANIES, INC.	521-09-50101-344-000	REPLACEMENT PARTS	1,775.66
83459	3/04	ENV SYSTEMS RESEARCH INST	501-09-50103-233-000	ARCINFO LICENSE	7,295.00
			501-09-50103-233-000	ARCVIEW LICENSE	1,239.50
				..... CHECK TOTAL	8,534.50
83460	3/04	DEPOSITORY TRUST CO.	309-00-22201-000-000	3/2/09 PRINC & INT	3,050,138.85
			304-00-22201-000-000	3/2/09 PRINC & INT	832,952.87
			399-00-22201-000-000	3/2/09 PRINC & INT	632,729.71
			523-00-22201-000-000	3/2/09 PRINC & INT	6,727.75
			307-00-22201-000-000	3/2/09 PRINC & INT	6,000.82
			 CHECK TOTAL	4,528,550.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83461	3/04	INTERNATIONAL SOCIETY	110-05-55113-264-000	D.REICH ARBORIST AP	250.00
			110-05-55113-323-000	D.REICH MEMBERSHIP	145.00
				..... CHECK TOTAL	395.00
83462	3/04	ACCURATE PRINTING CO., INC.	110-01-51303-311-000	2/09 HR-LETTERHEADS	292.00
83463	3/04	BRUSKE PRODUCTS	630-09-50101-393-000	1/09 BROOMS/BRUSHES	460.80
83464	3/04	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	2/09 CT-COPIER SERVI	67.00
			110-01-50101-232-000	1/09 CT-COPIER SERVI	67.00
			501-09-50105-232-000	2/09 ST-COPIER MNT	32.00
			501-09-50105-232-000	1/09 ST-COPIER MNT	32.00
			110-03-53103-232-000	2/09 ST-COPIER MNT	32.00
			110-03-53103-232-000	1/09 ST-COPIER MNT	32.00
				..... CHECK TOTAL	262.00
83465	3/04	ASHMUS BELTING, INC.	630-09-50101-393-000	BELTING FOR FLT 2967	60.00
83466	3/04	LEE PLUMBING, INC.	521-09-50101-241-000	2/09-AR HEAT	135.00
83467	3/04	PAUL CONWAY SHIELDS	110-02-52206-367-000	1/09-BOOTS	570.00
83468	3/04	VERIZON BUSINESS	110-01-51801-225-000	01/13-02/12 L.DIST	405.94
			110-00-14401-000-000	01/13-02/12 L.DIST	39.26
			520-09-50301-225-000	01/13-02/12 L.DIST	34.88
			110-03-53103-225-000	01/13-02/12 L.DIST	11.31
			501-09-50101-225-000	01/13-02/12 L.DIST	10.85
			110-05-55109-225-000	01/13-02/12 L.DIST	8.38
			521-09-50101-225-000	01/13-02/12 L.DIST	8.15
			632-09-50101-225-000	01/13-02/12 L.DIST	4.66
			110-02-52110-225-000	01/13-02/12 L.DIST	3.52
			206-02-52205-225-000	01/13-02/12 L.DIST	3.24
			110-00-15202-000-000	01/13-02/12 L.DIST	1.06
			520-09-50401-227-000	01/13-02/12 L.DIST	.89
			110-02-52203-225-000	01/13-02/12 L.DIST	.50
			110-03-53116-225-000	01/13-02/12 L.DIST	.42
			110-01-51701-225-000	01/13-02/12 L.DIST	.05
				..... CHECK TOTAL	533.11
83469	3/04	WASTE MANAGEMENT OF WI	110-03-53117-253-416	2/09 871.38 TONS WAS	22,570.44
			110-03-53117-253-416	2/09 111.70 TONS WAS	2,808.15
			110-03-53117-253-417	2/09 15 CMPCTR PULLS	2,436.13
			 CHECK TOTAL	27,814.72

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83470	3/04	MALSACK, J	110-09-56501-259-000	2/09 4503 30 AV SNW	175.99
			110-09-56501-259-000	1/09-15 ST/30 AV SNO	166.25
			110-09-56501-259-000	2/09 7733 14 AV SNW	121.84
			110-09-56501-259-000	2/09 2304 18 ST SNW	102.12
			110-09-56501-259-000	2/09 7201 45 AV SNW	45.12
				..... CHECK TOTAL	611.32
83471	3/04	REMY BATTERY CO., INC.	630-09-50101-393-000	2/09-BATTERIES	610.72
83472	3/04	JENSEN TOWING	206-02-52205-344-000	TOW MED 5	150.00
			206-02-52205-344-000	TOW CAR 71	65.00
				..... CHECK TOTAL	215.00
83473	3/04	ELECTRICAL CONTRACTORS, INC	405-11-50802-589-000	LIGHT FIXTURES	4,015.00
			405-11-50802-589-000	REMOVE/REPLACE LIGHT	977.00
			405-11-50802-589-000	LAMPS	62.40
				..... CHECK TOTAL	5,054.40
83474	3/04	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	1/09 #258 PARTS/LBR	139.83
			630-09-50101-393-000	1/09 CE-PARTS/LABOR	90.09
			630-09-50101-393-000	1/09 #2207 CE-PARTS/	71.39
			630-09-50101-393-000	2/09 CE-PARTS/LABOR	49.25
			630-09-50101-393-000	1/09 CE #257 PARTS/L	47.05
				..... CHECK TOTAL	397.61
83475	3/04	WIS PARK & RECREATION ASSN.	110-05-55109-322-000	PLAYGRD SFTY MATRL	70.00
83476	3/04	WIS PARK & RECREATION ASSN.	110-05-55111-264-000	4/7/09 STOUGHTON	95.00
83477	3/04	KENOSHA COUNTY TREASURER	110-00-12101-000-000	07 TAX ERROR-MCGEE	188.38
83478	3/04	CDW-G	110-02-52203-363-000	HP LJ 4600 FUSER	237.71
83479	3/04	LAKESIDE CLEANERS	110-02-52203-259-000	1/09 LAUNDRY SERVICE	1,088.55
83480	3/04	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	2/09-PARTS/MATERIAL	3,197.15
83481	3/04	WASTE MANAGEMENT	110-01-51801-246-000	2/09-MB PULL CHARGES	50.00
			110-01-51801-246-000	1/09-MB PULL CHARGES	50.00
			 CHECK TOTAL	100.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83482	3/04	MENARDS (KENOSHA)	110-02-52203-382-000	2/09-FD STN#7 MERCH	103.62
			110-01-51801-389-000	2/09-MB MERCHANDISE	86.20
			110-02-52203-382-000	2/09-FD STN#2 MERCH	67.57
			521-09-50101-361-000	2/09-AR MERCHANDISE	53.85
			521-09-50101-344-000	2/09-AR MERCHANDISE	16.61
			521-09-50101-344-000	2/09-AR MERCHANDISE	6.26
			110-02-52203-357-000	2/09-FD STN#2 MERCH	1.64
				..... CHECK TOTAL	335.75
83483	3/04	CLARK PRODUCTS	630-09-50101-393-000	2/09 C FOLD TOWELS	1,339.38
83484	3/04	GUNTA & REAK, S.C.	110-09-56402-219-000	1/09 HAWKINS	7,085.25
			110-09-56402-219-000	1/09 HARPER	195.50
				..... CHECK TOTAL	7,280.75
83485	3/04	HALLMAN LINDSAY	110-05-55109-244-000	2/09 BEACHHSE-PAINT	219.12
			110-05-55109-244-000	2/09 PA-PAINT/PRODCT	20.19
				..... CHECK TOTAL	239.31
83486	3/04	MOTION INDUSTRIES	630-09-50101-393-000	1/09-MERCHANDISE	277.25
83487	3/04	ROCKFORD IND. WELDING	110-03-53103-344-000	2/09-ST SUPPLIES	120.00
			110-03-53107-344-000	2/09-ST SUPPLIES	14.75
				..... CHECK TOTAL	134.75
83488	3/04	WAIC MEMBERSHIP	110-02-52204-323-000	PATRICK RYAN	15.00
83489	3/04	ROLAND MACHINERY	630-09-50101-393-000	2/09-#2283 PARTS	329.33
83490	3/04	AIRGAS NORTH CENTRAL	110-05-55109-235-000	1/09 INDUSTRIAL GASE	43.56
83491	3/04	RIC ELECTRIC	110-01-51801-246-000	SERVICE-COUNCIL CHAM	924.50
83492	3/04	RED THE UNIFORM TAILOR	110-02-52103-367-000	2/09 POLICE UNIFORMS	295.70
			110-02-52206-367-000	2/09 UNIFORMS	257.80
			110-02-52103-367-000	2/09 POLICE UNIFORMS	225.60
			110-02-52206-367-000	2/09 UNIFORMS	209.85
			110-02-52206-367-000	2/09 UNIFORMS	209.85
			110-02-52206-367-000	2/09 UNIFORMS	209.85
			110-02-52206-367-000	2/09 UNIFORMS	209.85
			110-02-52206-367-000	2/09 UNIFORMS	209.85
			110-02-52206-367-000	2/09 UNIFORMS	209.85
			110-02-52206-367-000	2/09 UNIFORMS	172.35
			110-02-52103-367-000	2/09 POLICE UNIFORMS	145.90
			110-02-52206-367-000	2/09 UNIFORMS	139.90
			110-02-52103-367-000	2/09 POLICE UNIFORMS	129.90
			110-02-52103-367-000	2/09 POLICE UNIFORMS	94.10
			110-02-52103-367-000	2/09 POLICE UNIFORMS	87.90
			110-02-52103-367-000	2/09 POLICE UNIFORMS	77.90
			 CHECK TOTAL	2,676.30

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83493	3/04	GREENMAN TECHNOLOGIES	205-03-53118-219-000	2/09 SERVICE AGRMNT	1,630.65
83494	3/04	WISCONSIN APA	110-01-51701-264-000	J. LABAHN 3/26/09	125.00
83495	3/04	WIS SUPREME COURT	110-01-52001-323-000	5/09-4/10 CONT ED	550.00
83496	3/04	ERO-TEX	501-09-50105-264-000	BILLINGSLEY/BARBER	90.00
83497	3/04	AURORA MEDICAL GROUP	110-01-51303-216-000	1/26-2/17/09 SCREENS	759.00
			110-02-52103-219-000	1/26-2/17/09 SCREENS	315.00
			520-09-50101-216-000	1/26-2/17/09 SCREENS	300.00
				..... CHECK TOTAL	1,374.00
83498	3/04	HEYDEN, GARY & LINDA	110-02-52107-263-000	HANNES/HEIRING 2/19	138.00
83499	3/04	LUCCHETTA, JOE	110-00-44203-000-000	BEER AND LIQUOR	262.50
83500	3/04	ZERZANEK, TARA C.	631-09-50101-311-000	OFFICE SUPPLY	26.26
83501	3/04	NOSALIK, JOSEPH	110-02-52103-367-000	GANG OFFICER T-SHIRT	40.07
83502	3/04	WILKE, BRIAN	110-01-51701-261-000	2/09 MILEAGE	66.00
83503	3/04	ALBRECHT, TREVOR	110-02-52107-263-000	1/21-22/09 RACINE	16.00
83504	3/04	HEIRING, JAMES	110-02-52107-263-000	2/18-20/09 WAUNAKEE	50.00
			110-02-52107-263-000	1/27-28/09 CMP DOUG	24.00
				..... CHECK TOTAL	74.00
83505	3/04	LUELLEN, JONATHAN	110-02-52107-263-000	1/21-22/09 RACINE	16.00
83506	3/06	HOTSY CLEANING SYSTEMS INC	520-09-50201-317-000	SWITCH	53.52
83507	3/06	CHESTER ELECTRONICS SUPPLY	630-09-50101-393-000	2/09 CE-PARTS/MATRLS	18.00
			110-02-52103-369-000	2/09 PD-PARTS/MATRLS	5.72
			110-03-53109-375-000	2/09 ST-PARTS/MATRLS	1.79
			110-03-53109-361-000	2/09 ST-PARTS/MATRLS	1.48
				..... CHECK TOTAL	26.99
83508	3/06	VIKING ELECTRIC SUPPLY	110-01-51801-246-000	1/09-AD ELECTRICAL	69.05
			110-03-53109-375-000	2/09-ST ELECTRICAL	47.92
			 CHECK TOTAL	116.97

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83509	3/06	GENERAL COMMUNICATIONS, INC.	110-02-52203-369-000	MOTOROLA MINITOR V	1,516.00
			110-02-52203-369-000	SPARE MINITOR V	56.00
				..... CHECK TOTAL	1,572.00
83510	3/06	DUECO, INC	632-09-50101-264-000	A.MULLINS 4/14-15	350.00
83511	3/06	CARDINAL HEALTH	206-02-52205-318-000	2/09 MEDICAL SUPPLIE	704.83
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	422.35
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	170.89
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	120.56
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	107.95
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	73.95
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	66.08
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	53.52
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	47.82
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	46.84
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	1.49
				..... CHECK TOTAL	1,816.28
83512	3/06	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	3/06/09 CITY HRLY	16,816.87
			110-00-21562-000-000	3/06/09 WATER HRLY	4,252.50
			110-00-21562-000-000	3/06/09 MUSEUM HRLY	115.00
				..... CHECK TOTAL	21,184.37
83513	3/06	LABOR PAPER, THE	110-01-51701-321-000	2/09 1ST & 2ND ORDS	29.98
			405-11-50610-589-000	2/09 SKATE PK PRPSL	14.80
				..... CHECK TOTAL	44.78
83514	3/06	SHOPKO DEPT. STORE	521-09-50101-382-000	2/09-MERCHANDISE	39.94
			521-09-50101-344-000	2/09-AR MERCHANDISE	35.98
			521-09-50101-344-000	2/09-MERCHANDISE	23.97
				..... CHECK TOTAL	99.89
83515	3/06	WIS DEPT OF ADMINISTRATION	110-01-51801-225-000	1/09-STs LONG DIST	131.04
			520-09-50301-225-000	1/09-STs LONG DIST	8.40
			110-00-14401-000-000	1/09-STs LONG DIST	8.40
			 CHECK TOTAL	147.84
83516	3/06	MED ALLIANCE GROUP	206-02-52205-318-000	EZ I/O NEEDLES	1,512.12

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83517	3/06	REINDERS INC.	630-09-50101-393-000	2/09-PARTS/SERVICE	148.29
			630-09-50101-393-000	2/09-PARTS/SERVICE	125.93
				..... CHECK TOTAL	274.22
83518	3/06	REINDERS INC.	501-09-50105-264-000	LARSON/OTTMAN 3/11	98.00
83519	3/06	BADGER OIL EQUIPMENT CO.	630-09-50101-235-000	2/09 REPAIR FUEL PMP	577.52
			630-09-50101-235-000	1/09 REPAIR FUEL PMP	412.35
				..... CHECK TOTAL	989.87
83520	3/06	DOVER FLAG & MAP	110-05-55109-389-000	BLANK FLAGS	85.91
83521	3/06	A & R DOOR SERVICE	520-09-50202-246-000	1/09 TD-DOOR REPAIRS	78.00
			520-09-50401-246-000	1/09 TD-DOOR REPAIRS	52.00
				..... CHECK TOTAL	130.00
83522	3/06	LARK UNIFORM, INC.	110-02-52103-367-000	2/09 #549 PANTS	153.90
83523	3/06	FELD BODY SHOP ROLF INC.	110-02-52103-711-000	REPAIR SQUAD 2684	1,657.05
83524	3/06	BATTERIES PLUS COMMERCIAL	520-09-50201-347-000	2/09 TD-BATTERIES	682.78
83525	3/06	BANK ONE, KENOSHA	110-00-21513-000-000	3/6/09 HRLY DEDUCTS	22,564.31
			110-00-21511-000-000	3/6/09 HRLY DEDUCTS	11,936.95
			110-00-21612-000-000	3/6/09 HRLY DEDUCTS	11,936.90
			110-00-21614-000-000	3/6/09 HRLY DEDUCTS	2,874.22
			110-00-21514-000-000	3/6/09 HRLY DEDUCTS	2,874.11
				..... CHECK TOTAL	52,186.49
83526	3/06	CITIES & VILLAGES MUTUAL INS	110-09-56405-219-000	2009 ADMIN-2ND QTR	7,600.00
83527	3/06	OFFICEMAX	110-01-51301-362-000	CORK BOARD	123.79
			110-02-52103-311-000	2/09 PD #1044 OFFICE	92.64
			521-09-50101-311-000	2/09 AR #1041 OFFICE	74.05
			110-02-52201-311-000	2/09 FD #1040 OFFICE	47.02
			110-01-51101-311-000	2/09 FN #1043 OFFICE	34.45
			110-01-51301-311-000	2/09 AD #1046 OFFICE	24.78
			521-09-50101-311-000	2/09 AR #1045 OFFICE	17.62
			 CHECK TOTAL	414.35

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83528	3/06	REALWHEELS COVER CO, INC.	110-02-52204-369-000 110-02-52204-369-000	SS FRT/REAR SIM KIT SURCHARGE CHECK TOTAL	580.80 18.08 598.88
83529	3/06	LINCOLN CONTRACTORS SUPPLY	110-03-53103-361-000 110-03-53103-385-000	2/09-ST TOOLS/SUPP 2/09-ST TOOLS/SUPP CHECK TOTAL	299.00 249.00 548.00
83530	3/06	UNITED STATES FIRE PROTECT	420-11-50706-589-000	EST 2-FIRE SUPPRESSI	108,580.25
83531	3/06	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	3/06/09 B.GARRETT	106.02
83532	3/06	PETCO ANIMAL SUPPLIES	110-02-52103-381-000	2/09-PET FOOD/SUPP	39.99
83533	3/06	ARJAYS FLOORING	110-02-52203-246-000 110-02-52203-246-000	CARPET REPLACEMENT CARPET REPLACEMENT CHECK TOTAL	4,803.92 4,077.00 8,880.92
83534	3/06	ANDERSON PUMP & PROCESS	632-09-50101-235-000	LEVEL CONTROLLER	289.76
83535	3/06	BOELTER HOSPITALITY	206-02-52205-382-000 206-02-52205-382-000	FOAMING HAIR HAND SOAP CHECK TOTAL	423.04 238.92 661.96
83536	3/06	AT CONFERENCE	110-01-51301-219-000	1/29/09 PHONE CONF	16.29
83537	3/06	AOA IMPROVEMENT	521-09-50101-264-000	C REED-EXPO CONF	205.00
83538	3/06	PITNEY BOWES	110-01-51306-312-000	1/09-WIRE CHARGES	20.00
83539	3/06	LEE PLUMBING, INC.	110-02-52203-241-000	2/09-FD STN#5 BOILER	423.00
83540	3/06	UNISOURCE	630-09-50101-393-000 110-01-51101-311-000	2/09-CE PAPER PROD 2/09-FN PAPER PROD CHECK TOTAL	1,582.31 503.53 2,085.84
83541	3/06	US CELLULAR	110-05-55102-226-000 110-05-55102-226-000 110-05-55102-226-000 110-05-55102-226-000 110-05-55101-226-000 110-05-55109-226-000 110-05-55109-226-000 110-05-55101-226-000 110-05-55101-226-000 110-05-55101-226-000 283-06-52601-259-000 283-06-52601-259-000 110-05-55111-226-000	2/09 PA-CELL AIRTIME 2/09 PA-CELL AIRTIME 1/09 PA-CELL AIRTIME 1/09 PA-CELL AIRTIME 2/09 PA-CELL AIRTIME 2/09 PA-CELL SERVICE 1/09 PA-CELL SERVICE 2/09 PA-CELL SERVICE 1/09 PA-CELL SERVICE 1/09 PA-CELL AIRTIME #1640537 2/09 CELL P #1629923 1/09 CELL P 2/09 PA-CELL SERVICE	79.47 62.37 60.03 29.34 17.82 16.00 16.00 16.00 16.00 16.00 8.00 8.00 8.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55111-226-000	1/09 PA-CELL SERVICE	8.00
			110-05-55102-226-000	2/09 PA-CELL SERVICE	8.00
			110-05-55102-226-000	1/09 PA-CELL SERVICE	8.00
			283-06-52601-259-000	#1629923 1/09 AIRTM	1.35
			283-06-52601-259-000	#1640537 2/09 AIRTM	.54
				..... CHECK TOTAL	378.28
83542	3/06	CUMMINS NPOWER, LLC	520-09-50201-347-000	2/09 TD-PARTS/SERV	997.69
			520-09-50201-344-000	2/09 TD-PARTS/SERV	777.84
			520-09-50201-347-000	2/09 TD-PARTS/SERV	137.60
			520-09-50201-347-000	1/09 TD-PARTS/SERV	129.36
			520-09-50201-347-000	2/09 TD-PARTS/SERV	65.94
			520-09-50201-347-000	2/09 TD-PARTS RETRN	103.13CR
				..... CHECK TOTAL	2,005.30
83543	3/06	MALSACK, J	461-11-50701-581-000	2/09 SNOW RMVL-"B"	812.25
			463-11-50602-219-000	2/09 SNOW RMVL-"A"	717.25
			401-11-50612-581-000	2/09 SNOW RMVL-"C"	432.25
			463-11-50602-219-000	2/09 ADD'L SNOW RMVL	161.78
			401-11-50612-581-000	2/09 SNOW 65 & 14TH	40.61
				..... CHECK TOTAL	2,164.14
83544	3/06	JENSEN TOWING	110-02-52103-219-000	2/09 #09-025972 TOWI	60.75
83545	3/06	WIS PARK & RECREATION ASSN.	110-05-55111-264-000	5/29/09 SEMINAR	95.00
83546	3/06	MARQUETTE UNIVERSITY	631-09-50101-264-000	PAVEMENT SEMINAR	225.00
83547	3/06	KENOSHA COUNTY TREASURER	110-04-54101-252-000	3/09 HEALTH SERVICES	82,769.50
83548	3/06	WIS EMPLOYMENT RELATIONS	110-01-51001-219-000	IAFF 414 GRIEVANCE	400.00
83549	3/06	GATEWAY MORTGAGE	110-00-21106-000-000	2008 TAX-5530 43 AV	44.63
83550	3/06	GEMPLER'S, INC	110-05-55109-369-000	PORTABLE SPRAYER	1,247.35
83551	3/06	STATE BAR OF WISCONSIN	110-01-50301-322-000	2/09-CIVIL LIT CODE	46.58
83552	3/06	MENARDS (KENOSHA)	501-09-50105-357-000	2/09-ST MERCHANDISE	308.05
			110-03-53113-389-000	2/09-ST MERCHANDISE	298.44
			110-03-53113-389-000	2/09-ST MERCHANDISE	249.44
			110-03-53103-389-000	2/09-ST MERCHANDISE	209.91
			110-02-52203-382-000	2/09-FD STN#6 MERCH	208.28
			110-03-53103-344-000	2/09-ST MERCHANDISE	119.96
			521-09-50101-382-000	2/09-AR MERCHANDISE	66.62
			501-09-50105-355-000	2/09-ST MERCHANDISE	65.65
			110-02-52203-357-000	2/09-FD STN#3 MERCH	53.94
			501-09-50105-357-000	2/09-ST MERCHANDISE	53.01
			110-02-52203-385-000	2/09-FD STN#4 MERCH	44.60

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			521-09-50101-344-000	2/09-AR MERCHANDISE	42.99
			110-03-53113-389-000	2/09-ST MERCHANDISE	41.97
			521-09-50101-361-000	2/09-AR MERCHANDISE	37.33
			205-03-53119-389-000	2/09-ST MERCHANDISE	30.60
			206-02-52205-344-000	2/09-FD STN#4 MERCH	30.48
			110-02-52203-344-000	2/09-FD STN#4 MERCH	23.04
			521-09-50101-361-000	2/09-AR MERCHANDISE	22.07
			110-05-55109-355-000	2/09-LINCOLN PK MERC	18.68
			110-03-53110-361-000	2/09-ST MERCHANDISE	15.98
			206-02-52205-344-000	2/09-FD STN#4 MERCH	14.00
			110-03-53103-361-000	2/09-ST MERCHANDISE	13.76
			521-09-50101-382-000	2/09-AR MERCHANDISE	9.55
			110-02-52203-382-000	2/09-FD STN#3 MERCH	5.94
			521-09-50101-344-000	2/09-AR MERCHANDISE	1.44
				..... CHECK TOTAL	1,985.73
83553	3/06	WIS SCTF	110-00-21581-000-000	3/06/09 HRLY DEDUCT	2,143.04
			110-00-21581-000-000	3/06/09 SAL DEDUCT	86.94
				..... CHECK TOTAL	2,229.98
83554	3/06	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	3/06/09 J.PETRILLO	139.82
83555	3/06	WIS DEPT OF REVENUE	761-09-50101-264-000	STATE REG RENEW FEE	10.00
83556	3/06	ROCKFORD IND. WELDING	110-03-53103-361-000	2/09-ST SUPPLIES/REP	495.72
			110-03-53107-361-000	2/09-ST SUPPLIES/REP	478.95
			110-03-53103-389-000	2/09-ST SUPPLIES/REP	161.30
				..... CHECK TOTAL	1,135.97
83557	3/06	NATIONAL ELEVATOR INSP SVS	521-09-50101-219-000	ROUTINE INSPECTION	128.00
83558	3/06	WHOLESALE DIRECT INC	630-09-50101-393-000	2/09-PARTS/MATERIALS	1,042.76
83559	3/06	INLAND POWER GROUP	632-09-50101-264-000	MUNNS/GETKA 4/8/09	500.00
83560	3/06	PROCESSWORKS INC.	110-00-21578-000-000	3/03/09 CHECK REG	2,534.20
			110-00-21578-000-000	12/08 CHECK REG	685.24
				..... CHECK TOTAL	3,219.44
83561	3/06	US DEPT OF HUD	110-00-21106-000-000	2008 TAX-7203 30 AV	1,585.79
			110-00-21106-000-000	2008 TAX-3930 31 AV	1,238.62
			110-00-21106-000-000	2008 TAX-4834 29 AV	794.51
			 CHECK TOTAL	3,618.92

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83562	3/06	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	2/09-TD COACH PARTS	209.80
			520-09-50201-347-000	1/09-TD COACH PARTS	49.38
				..... CHECK TOTAL	259.18
83563	3/06	AIRGAS NORTH CENTRAL	520-09-50201-317-000	1/09 TD-INDSTRL GAS	43.56
			521-09-50101-344-000	1/09 CYLINDER RENT	11.88
				..... CHECK TOTAL	55.44
83564	3/06	AFLAC	110-00-21535-000-000	3/09 SAL DEDUCTS	1,852.20
			110-00-21535-000-000	1/30-2/20 HRLY DED	521.56
			110-00-21536-000-000	3/09 SAL DEDUCTS	397.00
			110-00-21536-000-000	1/30-2/20 HRLY DED	237.00
				..... CHECK TOTAL	3,007.76
83565	3/06	SPECTERA, INC.	110-00-21534-000-000	3/1/09 DEDUCTS	1,662.12
83566	3/06	STATE DISBURSEMENT	110-00-21581-000-000	3/06/09 S.WELLS	27.71
83567	3/06	UW PARKSIDE	761-09-50101-264-000	WORKSHOP REG FEES	70.00
83568	3/06	DALE NEHLS & ASSOCIATES	110-05-55109-219-000	GRAFITTI REMOVAL	350.00
			110-05-55109-219-000	GRAFFITI REMOVAL	125.00
				..... CHECK TOTAL	475.00
83569	3/06	BEST WESTERN HARBORSIDE	252-06-50559-259-000	#1644083 J.DEMIGLIO	350.00
			252-06-50559-259-000	#1644082 J.SHORT	350.00
			252-06-50559-259-000	#1644080 C.COLLINS	280.00
			252-06-50559-259-000	#1644084 R.HALE	210.00
				..... CHECK TOTAL	1,190.00
83570	3/06	AURORA MEDICAL GROUP	110-01-51303-216-000	2/09 SCREENS	235.00
			520-09-50101-216-000	2/09 SCREENS	91.00
				..... CHECK TOTAL	326.00
83571	3/06	BORST, PATRICIA	110-00-21106-000-000	2008 RE TAX OVERPAY	9.17
83572	3/06	COUNTRY INN & SUITES	110-02-52107-263-000	HANNES/HEIRING 2/19	138.00
83573	3/06	DUNCAN, LORRAINE	110-00-21904-000-000	CASH BOND	171.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83574	3/06	BEST WESTERN CROSSROAD	110-02-52206-263-000	2 ROOMS-5/18-20/09	438.00
83575	3/06	AMBROSINI, CHARLES	110-00-46394-000-000	APPLIANCE STICKER	15.00
83576	3/06	TOPPER, RANDY L	110-00-21904-000-000	CASH BOND	31.50
83577	3/06	LEMIESZ, BOGUMILA	110-00-21106-000-000	2008 RE TAX OVERPAY	70.97
83578	3/06	SCOTT, WALTER AND	110-00-21106-000-000	2008 RE TAX OVERPAY	2,218.45
83579	3/06	SWANSON, ELIZABETH	110-00-21106-000-000	2008 RE TAX OVERPAY	1.18
83580	3/06	THOMAS, SHAWN V	110-00-44709-000-000	BARTENDER LICENSE	50.00
83581	3/06	QUINONES, EDWARD J	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
83582	3/06	BARDWELL, TRISHELL M	110-00-45103-000-000	FINE PAYMENT	75.39
			110-00-21901-000-000	FINE PAYMENT	19.61
				..... CHECK TOTAL	95.00
83583	3/06	STEWART, BRAD	110-02-52601-261-000	2/09 MILEAGE	268.40
83584	3/06	ENGEN, MITCH	110-02-52601-261-000	2/09 MILEAGE	120.45
			110-02-52601-226-000	1/09 CELL PHONE	14.68
				..... CHECK TOTAL	135.13
83585	3/06	LENCI, MAURO	632-09-50101-261-000	1/09-2/09 MILEAGE	115.94
83586	3/06	HANEY, PENNEY	222-09-50101-263-000	OUTTA SGHT KITE MTG	21.57
83587	3/06	TORCIVIA, NICK	110-02-52601-261-000	2/09 MILEAGE	173.80
83588	3/06	BLISE, PAULA	110-02-52601-261-000	2/09 MILEAGE	312.95
83589	3/06	SWARTZ, MARTHA E.	110-02-52601-261-000	2/09 MILEAGE	149.60
83590	3/06	HIGGINS, MICHAEL	110-01-51901-311-000	3-HOLE PAPER PUNCH	148.37
83591	3/06	COVELLI, PAUL	110-01-50901-261-000	2/09 MILEAGE	53.90

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83592	3/06	HILLESLAND, RICHARD	110-02-52601-261-000	2/09 MILEAGE	262.90
83593	3/06	MIKOLAS, KEVIN	110-02-52601-261-000	2/09 MILEAGE	329.45
83594	3/06	STRONG, FRANZ A.	110-05-55101-261-000	2/09 MILEAGE	156.75
83595	3/06	SCHROEDER, JANICE	110-03-53101-261-000	1/09-2/09 MILEAGE	22.00
83596	3/06	CHIAPPETTA, LOUIS	110-02-52601-261-000	2/09 MILEAGE	127.05
83597	3/06	KRAUS, PHILLIP	110-01-51303-144-000	2009 TUITION	96.00
83598	3/06	CRUEY, EDWARD	110-01-50901-261-000	2/09 MILEAGE	31.90
83599	3/06	DUMKE, JOHN E.	110-02-52601-261-000	2/09 MILEAGE	155.65
83600	3/06	KRUEGER, SCOTT	110-01-51303-144-000	2009 TUITION REIMB	468.00
			110-01-51303-144-000	2008 TUITION REIMB	172.00
				..... CHECK TOTAL	640.00
83601	3/06	JANTZEN, DENNIS	110-02-52601-261-000	2/09 MILEAGE	425.15
83602	3/11	A & B PRO HARDWARE	110-01-51801-246-000	2/09 PW SUPPLIES & S	99.55
			110-02-52103-365-000	2/09 PD SUPPLIES & S	30.75
			110-01-51801-389-000	2/09 PW SUPPLIES & S	10.73
			110-02-52203-344-000	2/09 PD SUPPLIES & S	9.71
			631-09-50101-311-000	2/09 PW SUPPLIES & S	4.95
				..... CHECK TOTAL	155.69
83603	3/11	ACE HARDWARE	110-03-53107-389-000	2/09 ST MERCHANDISE	67.45
			110-03-53103-389-000	2/09 ST MERCHANDISE	47.96
			632-09-50101-246-000	2/09 SE MERCHANDISE	15.69
			110-03-53109-389-000	2/09 ST MERCHANDISE	8.99
			630-09-50101-393-000	2/09 SE MERCHANDISE	4.49
			632-09-50101-389-000	2/09 SE MERCHANDISE	2.99
				..... CHECK TOTAL	147.57
83604	3/11	RNOW, INC.	630-09-50101-393-000	2/09 PARTS/MATERIALS	790.30
			630-09-50101-393-000	2/09 PARTS/MATERIALS	270.48
			630-09-50101-393-000	2/09 PARTS/MATERIAL	153.33
			630-09-50101-393-000	2/09 PARTS/MATERIALS	66.42
			630-09-50101-393-000	2/09 PARTS/MATERIALS	49.11
			630-09-50101-393-000	2/09 PARTS/MATERIALS	25.70
			 CHECK TOTAL	1,355.34

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83605	3/11	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	2/09-ST ELEC MATLS	13.18
			110-03-53109-375-000	2/09-ST ELEC MATLS	13.18
				..... CHECK TOTAL	26.36
83606	3/11	BUMPER TO BUMPER	630-09-50101-393-000	2/09-CE PARTS/MAT'L,	1,237.26
			520-09-50201-317-000	2/09-TD PARTS/MAT'L	1,186.21
			110-03-53103-344-000	2/09-ST PARTS/MAT'L	468.50
			520-09-50201-347-000	2/09-TD PARTS/MAT'L,	265.64
			110-02-52203-344-000	2/09-FD PARTS/MAT'L	91.78
			632-09-50101-389-000	2/09-SE PARTS/MAT'L,	84.23
			110-05-55109-344-000	2/09-PA PARTS/MAT'L	66.14
			110-02-52203-382-000	2/09-FD PARTS/MAT'L	31.18
				..... CHECK TOTAL	3,430.94
83607	3/11	JANTZ AUTO SALES INC	110-02-52103-219-000	2/09 #09-015637 TOW	25.00
			110-02-52103-219-000	2/09 #09-023601 TOW	15.00
				..... CHECK TOTAL	40.00
83608	3/11	KEN-CRETE PRODUCTS CO., INC.	501-09-50105-355-000	2/09 CONCRETE/MATRL	495.00
			501-09-50105-355-000	1/09 CONCRETE/MATRL	495.00
				..... CHECK TOTAL	990.00
83609	3/11	KINDY OPTICAL	110-01-51303-164-000	12/08-1/09 SFTY GLS	219.90
83610	3/11	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	3/09 ANIMAL CONTROL	11,282.57
83611	3/11	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	11/08-#08-164295	39.00
			110-02-52102-219-000	2/09-#08-129135	32.03
			110-02-52102-219-000	2/09-#09-015932	16.84
				..... CHECK TOTAL	87.87
83612	3/11	KENOSHA NEWS	110-01-51303-326-000	2/09 BUS OPERATOR	140.02
			110-00-21104-000-000	2/09 CT-T ENT LICNS	41.49
			110-01-50101-321-000	2/09 ABSENTEE BOARD	19.30
				..... CHECK TOTAL	200.81
83613	3/11	LEMAY BUICK PONTIAC GMC	110-02-52203-344-000	REPAIRS TO CAR 1	117.83
83614	3/11	SHOPKO DEPT. STORE	110-02-52203-382-000	KITCHEN ITEMS	274.54

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83615	3/11	SERVICEMASTER JANITOR. SRVC	761-09-50101-243-000	3/09 HOUSEKEEPING	285.00
83616	3/11	WIS DEPT OF REVENUE	110-00-21512-000-000	2/16-28/09 DEDUCTS	117,865.03
83617	3/11	WE ENERGIES	110-03-53103-222-000	#10 01/27-02/24	16,824.61
			110-01-51801-222-000	#10 01/28-02/26	6,880.33
			520-09-50301-222-000	#10 01/29-02/27	6,656.58
			520-09-50301-221-000	#10 01/29-02/27	5,069.84
			110-05-55109-222-000	#10 01/27-02/24	4,996.03
			632-09-50101-222-000	#10 01/27-02/24	3,843.10
			110-03-53116-222-000	#10 01/28-02/26	3,629.81
			633-09-50101-222-000	#10 01/27-02/24	3,155.11
			110-02-52203-222-000	#10 01/26-02/24	2,899.85
			521-09-50101-222-000	#10 01/29-03/01	2,691.50
			521-09-50101-221-000	#10 01/29-03/01	2,370.88
			110-02-52203-221-000	#10 01/26-02/25	2,206.01
			520-09-50401-221-000	#10 01/27-02/25	2,203.78
			110-03-53103-221-000	#10 01/27-02/24	2,183.03
			633-09-50101-221-000	#10 01/27-02/24	2,167.57
			632-09-50101-221-000	#10 01/27-02/24	1,716.95
			110-02-52203-222-000	#10 01/29-03/01	1,642.62
			110-03-53109-221-000	#10 01/26-02/24	1,572.58
			521-09-50101-221-000	#10 01/29-02/27	1,510.72
			110-03-53109-221-000	#10 01/22-02/22	1,458.89
			110-02-52203-222-000	#10 01/27-02/25	1,442.86
			110-05-55109-221-000	#10 01/27-02/24	1,279.63
			110-03-53109-221-000	#10 01/26-02/23	1,237.74
			110-03-53109-221-000	#10 01/22-02/23	1,202.26
			110-03-53109-221-000	#10 01/25-02/23	1,143.82
			520-09-50401-222-000	#10 01/25-02/23	919.56
			110-03-53109-221-000	#10 01/29-03/01	863.70
			110-02-52203-221-000	#10 01/29-03/01	822.11
			110-03-53109-221-000	#10 02/01-03/02	770.67
			110-03-53109-221-000	#10 01/26-02/25	746.92
			110-03-53109-221-000	#10 01/21-02/23	739.02
			110-01-51802-222-000	#10 01/21-02/19	693.24
			110-01-51802-221-000	#10 01/27-02/26	657.08
			521-09-50101-222-000	#10 02/02-03/03	619.87
			110-05-55111-221-000	#10 01/22-02/19	614.56
			110-03-53109-221-000	#10 01/22-02/18	530.70
			110-02-52110-221-000	#10 01/27-02/25	513.18
			110-03-53109-221-000	#10 02/02-03/03	442.50
			110-03-53103-221-000	#10 01/25-02/23	404.83
			110-03-53109-221-000	#10 01/28-02/26	393.76
			110-05-55111-222-000	#10 01/22-02/19	370.87
			110-03-53109-221-000	#10 01/21-02/19	225.20
			110-05-55111-221-000	#10 01/27-02/25	224.36
			110-01-51801-221-000	#10 01/28-02/26	213.70
			110-05-55109-221-000	#10 01/22-02/22	211.23

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			110-03-53109-221-000	#10 01/23-02/23	198.86
			110-03-53109-221-000	#10 01/29-02/26	196.68
			110-05-55109-222-000	#10 01/25-02/23	127.20
			110-01-51802-221-000	#10 01/28-02/26	119.94
			110-05-55111-221-000	#10 01/28-02/26	118.37
			110-01-51802-221-000	#10 01/21-02/19	113.89
			110-03-53109-221-000	#10 01/27-02/25	102.47
			519-09-50103-221-000	#10 01/25-02/23	77.20
			110-05-55109-221-000	#10 02/01-03/02	49.13
			110-02-52110-222-000	#10 01/27-02/25	37.42
			110-03-53103-221-000	#10 01/28-02/26	29.55
			110-05-55109-221-000	#10 01/27-02/25	29.31
			110-05-55109-221-000	#10 01/28-02/26	26.13
			110-05-55109-221-000	#10 01/21-02/19	22.38
			110-05-55109-221-000	#10 01/26-02/24	20.03
			110-05-55102-221-000	#10 01/29-02/25	18.53
			110-03-53103-221-000	#10 01/27-02/25	17.09
			110-01-51802-221-000	#10 01/22-02/20	17.09
			110-05-55109-221-000	#10 01/25-02/23	8.44
			110-05-55111-222-000	#10 01/27-02/25	8.12
			110-05-55109-222-000	#10 01/28-02/26	8.12
			110-05-55109-222-000	#10 01/26-02/24	8.12
			110-02-52103-222-000	#10 02/01-03/02	8.12
				..... CHECK TOTAL	94,325.35
83618	3/11	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	BARRIER TAPE	244.99
83619	3/11	WETTENGEL CAMPAGNA	110-02-52201-232-000	PRINTER REPAIR	236.00
83620	3/11	WIS FUEL & HEATING INC	630-09-50101-392-000	2/09-DIESEL FUEL	11,021.54
			520-09-50106-341-000	2/09-TD LUBRICANTS	3,098.88
				..... CHECK TOTAL	14,120.42
83621	3/11	FABCO EQUIPMENT, INC.	630-09-50101-393-000	2/09 PARTS & MATERIA	1,138.28
			630-09-50101-393-000	2/09 PARTS & MATERIA	302.82
			630-09-50101-393-000	2/09 PARTS & MATERIA	228.52
			630-09-50101-393-000	2/09 PARTS & MATERIA	226.91
			630-09-50101-393-000	2/09 PARTS & MATERIA	96.78
			630-09-50101-393-000	2/09 PARTS & MATERIA	93.30
			630-09-50101-393-000	2/09 PARTS & MATERIA	50.25
			630-09-50101-393-000	2/09 PARTS & MATERIA	41.12
			630-09-50101-393-000	2/09 PARTS & MATERIA	3.14
			 CHECK TOTAL	2,181.12

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83622	3/11	ON DEMAND APPAREL & ACCESS	501-09-50101-367-000	SHIPPING COSTS	7.65
83623	3/11	PFEIFFER, GEORGIE	110-02-52203-165-000	3/09 BENEFITS	218.17
83624	3/11	PREISS, IRENE	110-02-52203-165-000	3/09 BENEFITS	410.53
83625	3/11	TUDJAN, EDWARD	110-02-52203-165-000	3/09 BENEFITS	941.50
83626	3/11	ZAK, PAUL	110-02-52203-165-000	3/09 BENEFITS	861.97
83627	3/11	JANEK CORPORATION	520-09-50201-347-000	FARE BOX PARTS	3,013.00
83628	3/11	CORPORATE EXPRESS	110-01-52001-311-000	LABELS	116.95
83629	3/11	VERIZON NORTH	110-02-52203-225-000	2/22-3/22/09 FIRE	41.51
83630	3/11	COTTAGE MILLS LLC	110-03-53107-344-000	POLYCARBONATE COVERS	660.00
83631	3/11	ACCURATE PRINTING CO., INC.	110-02-52601-311-000	2/09 DH-REPAIR/CUT	526.00
83632	3/11	WIS DEPT OF ADMINSTRATION	110-02-52103-311-000	CITATIONS	650.00
83633	3/11	JAMES IMAGING SYSTEMS, INC.	110-01-51701-232-000	8-11/09 CD-OVERAGES	660.94
			110-01-51701-232-000	11/08-2/06/09 OVERS	608.35
			715-09-50101-389-000	STAPLER FINISHER	475.00
			110-01-51701-232-000	11-2/09 CD-COPIER MA	474.67
			110-01-51701-232-000	2-4/09 CD-COPIER MAI	360.00
			110-01-51301-232-000	1/09 AD-COPIER SERVI	62.00
			110-01-51301-232-000	2/09 AD-COPIER SERVI	62.00
				..... CHECK TOTAL	2,702.96
83634	3/11	5 ALARM FIRE & SAFETY EQUIP.	206-02-52205-344-000	3/09 PARTS/MATERIALS	75.99
83635	3/11	LAKESIDE INTERNATIONAL TRUCK	630-09-50101-393-000	2/09-PARTS-MATERIALS	2,168.18
			520-09-50201-347-000	2/09-BUS PARTS/MATL	409.80
				..... CHECK TOTAL	2,577.98
83636	3/11	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	2/09 JANITORIAL SERV	3,325.00
83637	3/11	KAR PRODUCTS	520-09-50201-347-000	2/09-SHOP SUPPLIES	226.92
			520-09-50201-317-000	2/09-SHOP SUPPLIES	196.69
			520-09-50201-347-000	2/09-SHOP SUPPLIES	48.76
			 CHECK TOTAL	472.37

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83638	3/11	JENSEN TOWING	110-02-52103-219-000	2/09-#09-017949 TOW	85.00
			110-02-52103-219-000	1/09-#07-167262 TOW	45.00
				..... CHECK TOTAL	130.00
83639	3/11	WASTE MGMT OF MILWAUKEE	110-03-53117-253-418	2/09 COMPACTOR RENT	615.25
83640	3/11	INSTY-PRINTS	110-01-50602-311-000	2/09 KKB BOOKMARKS	187.10
83641	3/11	NORTHERN WATER WORKS SUPPLY	110-05-55109-235-000	FISH GRINDER PARTS	283.92
			110-05-55109-235-000	PARTS	196.56
				..... CHECK TOTAL	480.48
83642	3/11	CDW-G	110-02-52201-311-000	2/09 TONER	1,184.44
83643	3/11	MILWAUKEE 2 WAY INC.	422-11-50901-579-000	INSTALL RADIO SYSTEM	51,200.00
			422-11-50801-579-000	INSTALL RADIO SYSTEM	9,421.00
				..... CHECK TOTAL	60,621.00
83644	3/11	WASTE MANAGEMENT	521-09-50101-219-000	3/09-PAPER RECYCLING	58.50
			633-09-50101-253-000	3/09-WEEKLY PICKUP	57.23
			110-01-51801-246-000	3/09-PW PULL CHARGES	53.00
			110-05-55109-246-000	3/09-PAPER RECYCLING	35.00
				..... CHECK TOTAL	203.73
83645	3/11	MENARDS (KENOSHA)	110-05-55102-369-000	PRESSURE WASHER	299.00
			520-09-50401-249-000	2/09 TD MERCHANDISE	267.82
			520-09-50401-347-000	2/09 TD MERCHANDISE	105.82
			110-02-52203-344-000	2/09 FD- STA 4 MERCH	5.61
				..... CHECK TOTAL	678.25
83646	3/11	ARMANDO'S COLLISION CNTR, INC	110-02-52103-711-000	REPAIR SQUAD 2977	999.23
			110-02-52103-344-000	REPAIR SQUAD 2693	467.65
			110-02-52103-344-000	REPAIR SQUAD 2693	327.60
			110-02-52103-344-000	REPAIR SQUAD 2693	134.40
				..... CHECK TOTAL	1,928.88
83647	3/11	THE HIGHLAND GROUP OF WI	409-11-50801-581-000	2/09 CONSULTING SERV	3,750.00
83648	3/11	WIS POLICE EXECUTIVE GROUP	110-02-52107-264-000	MORRISSEY 6/14-17/09	570.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83649	3/11	ENVIRONMENTAL SYSTEMS	110-01-51701-233-000	PRIMARY MAINTENANCE	400.00
			110-01-51701-233-000	SECONDARD MAINT.	300.00
				..... CHECK TOTAL	700.00
83650	3/11	SCHMITT PROTECTIVE SERVICES	110-01-51801-246-000	1/09-SECURITY CHECKS	70.00
			110-01-51801-246-000	2/09-SECURITY CHECKS	56.00
				..... CHECK TOTAL	126.00
83651	3/11	SAFETY-KLEEN INC	520-09-50201-387-000	2/09-16105 SOLVENT	134.92
83652	3/11	PLEASANT PRAIRIE UTILITIES	110-09-56519-259-000	SPRINGBROOK CLN WAT	87.16
			110-09-56519-259-000	80TH ST WATER	53.49
				..... CHECK TOTAL	140.65
83653	3/11	RIMKUS, JASON	761-09-50101-111-000	3/01-15/09 SERVICE	1,735.13
			761-00-21514-000-000	3/01-15/09 SERVICE	25.16CR
			761-00-21599-000-000	3/01-15/09 SERVICE	86.75CR
			761-00-21512-000-000	3/01-15/09 SERVICE	97.00CR
			761-00-21511-000-000	3/01-15/09 SERVICE	107.58CR
			761-00-21513-000-000	3/01-15/09 SERVICE	194.00CR
				..... CHECK TOTAL	1,224.64
83654	3/11	PIRO, RALPH	761-09-50101-111-000	3/01-15/09 SERVICE	822.29
			761-00-21514-000-000	3/01-15/09 SERVICE	11.92CR
			761-00-21512-000-000	3/01-15/09 SERVICE	37.30CR
			761-00-21511-000-000	3/01-15/09 SERVICE	50.98CR
			761-00-21513-000-000	3/01-15/09 SERVICE	69.00CR
				..... CHECK TOTAL	653.09
83655	3/11	AIRGAS NORTH CENTRAL	520-09-50201-317-000	10/08 CYLINDER RNTL	45.01
83656	3/11	RED THE UNIFORM TAILOR	110-02-52103-367-000	2/09 POLICE UNIFORMS	295.70
			110-02-52103-367-000	2/09 POLICE UNIFORMS	256.90
			110-02-52103-367-000	2/09 POLICE UNIFORMS	236.90
			110-02-52103-367-000	2/09 POLICE UNIFORMS	217.80
			110-02-52103-367-000	2/09 POLICE UNIFORMS	211.80
			110-02-52103-367-000	2/09 POLICE UNIFORMS	191.96
			110-02-52103-367-000	2/09 POLICE UNIFORMS	129.90
			110-02-52103-367-000	2/09 POLICE UNIFORMS	89.98
			110-02-52103-367-000	2/09 POLICE UNIFORMS	89.98
			110-02-52103-367-000	2/09 POLICE UNIFORMS	79.98
			110-02-52103-367-000	2/09 POLICE UNIFORMS	79.98
			520-09-50101-367-000	2/09 UNIFORM ITEMS	56.85
			110-02-52103-367-000	2/09 POLICE UNIFORMS	43.95
			520-09-50101-367-000	2/09 UNIFORM ITEMS	39.95
			520-09-50101-367-000	2/09 UNIFORM ITEMS	24.50
			 CHECK TOTAL	2,046.13

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83657	3/11	AURORA MEDICAL GROUP	520-09-50101-216-000	2/09 SCREEN	250.00
83658	3/11	UNITED OCC MEDICINE	110-09-56306-161-000	1/12/09 D WILFINGER	191.25
83659	3/11	ATHLETIC & THERAPEUTIC INST.	110-09-56306-161-000	7/18/07 K MIKOLAS	406.66
			110-09-56306-161-000	7/18/07 K MIKOLAS	406.66
				..... CHECK TOTAL	813.32
83660	3/11	PIRAGIS, KAREN	110-09-56404-719-000	VEH DMG 11/28/08	64.87
83661	3/11	MUTCHLER, VINCENT L.	110-09-56305-166-000	2/15-3/15/09 PPD	1,092.00
83662	3/11	PACE, JERRY	110-09-56305-166-000	2/11-3/11/09 PPD	838.93
83663	3/11	BAUMANN, RICHARD H.	110-02-52601-261-000	2/09 MILEAGE	291.50
83664	3/11	HILL, SUSAN E.	110-01-51303-261-000	2/24-25/09 MILWAUKEE	91.80
83665	3/11	SANCHEZ, MARGARITO	110-02-52601-261-000	2/09 MILEAGE	187.00
83666	3/11	LEIPZIG, TODD	110-09-56306-161-000	1/14-26/09 REIMB RX	80.00
83667	3/13	BOBCAT PLUS INC	110-03-53107-282-000	3/09 EQUIPMENT RENT	3,300.00
83668	3/13	BINDELLI BROTHERS, INC	110-09-56501-259-000	2/09 6127 51 AV BRD	430.72
83669	3/13	RNOW, INC.	630-09-50101-393-000	2/09 BRK SHOE PINS	1,598.94
83670	3/13	CHESTER ELECTRONICS SUPPLY	110-01-51901-311-000	2/09 CT-PARTS/MATRLS	54.00
			110-02-52103-365-000	3/09 PD-PARTS/MATRLS	24.99
				..... CHECK TOTAL	78.99
83671	3/13	COMSYS, INCORPORATED	110-01-51102-215-000	3/08-4/07/09 SERVICE	36,013.78
			501-09-50101-215-000	3/08-4/07/09 SERVICE	9,003.44
				..... CHECK TOTAL	45,017.22
83672	3/13	ICMA RETIREMENT TRUST	110-00-21572-000-000	3/01-15/09 CONTRIBS	59,303.95
83673	3/13	CARDINAL HEALTH	206-02-52205-318-000	2/09 MEDICAL SUPPLIE	635.88
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	287.83
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	221.18
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	159.25
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	150.54
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	48.76
			 CHECK TOTAL	1,503.44

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83674	3/13	K & R SERVICES INC	110-02-52203-382-000	2/09-FD STN#5	6.95
83675	3/13	KENOSHA ANIMAL HOSPITAL	110-02-52103-381-000	3/09-CHICO VET EXAM	70.30
83676	3/13	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	3/13/09 CITY SAL	49,428.08
			110-00-21562-000-000	3/13/09 CITY HRLY	16,738.87
			110-00-21562-000-000	3/13/09 WATER SAL	9,330.50
			110-00-21562-000-000	3/13/09 LIBRARY SAL	8,816.50
			110-00-21562-000-000	3/13/09 WATER HRLY	4,027.50
			110-00-21562-000-000	3/13/09 MUSEUM HRLY	115.00
				..... CHECK TOTAL	88,456.45
83677	3/13	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	3/13/09 CITY SAL	1,897.37
			110-00-21541-000-000	3/13/09 LIBRARY SAL	383.00
			110-00-21541-000-000	3/13/09 WATER SAL	148.17
				..... CHECK TOTAL	2,428.54
83678	3/13	LABOR PAPER, THE	110-01-50101-321-000	1/21&2/2/09 CC MINS	1,848.00
83679	3/13	KENOSHA NEWS	110-01-50101-321-000	1/09 ELECTION TEST	17.50
83680	3/13	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	3/13/09 SAL DEDUCT	91,342.00
83681	3/13	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	AMECHE 1/14-2/12/09	114.78
83682	3/13	LEMAY BUICK PONTIAC GMC	630-09-50101-393-000	2/09-CE PARTS/MATLS	567.40
			520-09-50201-347-000	2/09-TD PARTS/MATLS	349.27
				..... CHECK TOTAL	916.67
83683	3/13	M A TRUCK PARTS	630-09-50101-393-000	2/09-CE MATERIALS	4,690.89
			110-03-53107-344-000	2/09-ST MATERIALS	999.95
			501-09-50104-344-000	2/09-ST MATERIALS	753.60
			110-03-53103-389-000	2/09-ST MATERIALS	45.68
				..... CHECK TOTAL	6,490.12
83684	3/13	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	4/09 PREMIUM	11,879.05
			110-09-56304-156-000	4/09 PREMIUM	5,669.12
			110-00-15601-000-000	4/09 PREMIUM	1,510.74
			110-00-15201-000-000	4/09 PREMIUM	1,091.84
			520-09-50101-156-000	4/09 PREMIUM	609.42
			110-00-15202-000-000	4/09 PREMIUM	357.32
			631-09-50101-156-000	4/09 PREMIUM	271.32
			632-09-50101-156-000	4/09 PREMIUM	177.79
			110-00-14401-000-000	4/09 PREMIUM	112.85
			520-09-50201-156-000	4/09 PREMIUM	91.19
			520-09-50301-156-000	4/09 PREMIUM	80.84
			520-09-50105-156-000	4/09 PREMIUM	67.03
			110-00-13127-000-000	4/09 PREMIUM	60.00
			521-09-50101-156-000	4/09 PREMIUM	51.22

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			630-09-50101-156-000	4/09 PREMIUM	20.62
			501-09-50101-156-000	4/09 PREMIUM	20.05
			501-09-50103-156-000	4/09 PREMIUM	11.45
			520-09-50401-156-000	4/09 PREMIUM	4.04
			501-09-50102-156-000	4/09 PREMIUM	2.92
			501-09-50105-156-000	4/09 PREMIUM	2.76
				..... CHECK TOTAL	22,091.57
83685	3/13	MODERN BUILDING MATERIALS	501-09-50105-355-000	2/09-MERCHANDISE	940.00
83686	3/13	SPANISH CENTER OF RACINE,	258-06-50605-259-000	#1648204	1,730.00
83687	3/13	KENOSHA COUNTY INTERFAITH	258-06-50611-259-000	#1648138 SUBGR AGMT	9,607.00
83688	3/13	TRAFFIC & PARKING CONTROL CO	519-09-50121-249-000	12"X18" SIGNS	41.60
			519-09-50109-249-000	12"X18" SIGNS	41.60
			519-09-50106-249-000	12"X18" SIGNS	41.60
				..... CHECK TOTAL	124.80
83689	3/13	KENOSHA WATER UTILITY	110-05-55109-223-000	#2 3/01/09 WTR/STRM	1,457.75
			520-09-50301-224-000	#2 3/01/09 WTR/STRM	1,252.96
			520-09-50301-223-000	#2 3/01/09 WTR/STRM	908.22
			110-03-53103-224-000	#5 3/01/09 WTR/STRM	836.70
			110-05-55109-224-000	#2 3/01/09 WTR/STRM	682.44
			110-02-52203-224-000	#2 3/01/09 WTR/STRM	567.88
			110-03-53116-223-000	#5 3/01/09 WTR/STRM	498.28
			521-09-50101-224-000	#5 3/01/09 WTR/STRM	446.00
			110-01-51801-224-000	#4 3/01/09 WTR/STRM	341.54
			110-01-51801-223-000	#4 3/01/09 WTR/STRM	338.46
			110-01-51802-223-000	#5 3/01/09 WTR/STRM	290.70
			110-02-52203-223-000	#2 3/01/09 WTR/STRM	269.82
			110-03-53103-223-000	#5 3/01/09 WTR/STRM	197.88
			521-09-50101-224-000	#2 3/01/09 WTR/STRM	152.07
			523-05-50101-224-000	#5 3/01/09 WTR/STRM	144.00
			110-05-55102-224-000	#2 3/01/09 WTR/STRM	138.93
			520-09-50301-224-000	#5 3/01/09 WTR/STRM	118.00
			110-02-52203-224-000	#5 3/01/09 WTR/STRM	92.00
			632-09-50101-224-000	#2 3/01/09 WTR/STRM	82.14
			110-03-53116-224-000	#5 3/01/09 WTR/STRM	72.00
			110-05-55109-224-000	#5 3/01/09 WTR/STRM	62.30
			632-09-50101-224-000	#5 3/01/09 WTR/STRM	46.00
			110-05-55102-224-000	#5 3/01/09 WTR/STRM	46.00
			401-11-50612-581-000	#2 3/01/09 WTR/STRM	38.68
			110-05-55103-224-000	#2 3/01/09 WTR/STRM	27.38
			110-03-53103-224-000	#5 3/01/09 WTR/STRM	5.04
			110-01-51802-224-000	#5 3/01/09 WTR/STRM	5.04
			 CHECK TOTAL	9,118.21

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83690	3/13	WELDCRAFT, INC.	110-05-55109-357-000	2/09 PA-WELDING SERV	89.00
			110-05-55109-246-000	1/09 PA-WELDING SERV	31.60
				..... CHECK TOTAL	120.60
83691	3/13	WILLKOMM INC., JERRY	521-09-50101-341-000	2/09 FUEL	1,039.07
			521-09-50101-341-000	2/09 FUEL	520.50
				..... CHECK TOTAL	1,559.57
83692	3/13	WE ENERGIES	257-06-50463-259-000	#1648844 UTILITIES	347.58
			285-06-51603-259-000	#1647719 UTILITIES	125.89
			231-06-51610-259-000	#1647730 UTILITIES	115.25
			283-06-51609-259-000	#1647720 UTILITIES	111.93
			283-06-50205-259-000	#1647729 UTILITIES	108.74
			463-11-50601-589-000	2/09 UTILITIES	24.55
				..... CHECK TOTAL	833.94
83693	3/13	STATE OF WISCONSIN	110-00-21901-999-000	2/09 COURT COSTS	26,075.96
			110-00-45104-999-000	2/09 COURT COSTS	11,919.68
			110-00-21911-999-000	2/09 COURT COSTS	10,073.74
				..... CHECK TOTAL	48,069.38
83694	3/13	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	3/13/09 H.TOLBERT	254.87
83695	3/13	FEDERAL RESERVE BANK OF	110-00-21561-000-000	3/09 SAVINGS BONDS	450.00
83696	3/13	REINDERS INC.	110-05-55109-264-000	MIKE BUSSE	39.00
			110-05-55109-264-000	BRIAN ZAKOWSKI	39.00
				..... CHECK TOTAL	78.00
83697	3/13	KENOSHA WATER UTILITY	461-11-50701-581-000	10-2/09 WATER/STRM	52.37
			461-11-50801-581-000	12-1/09 STORM WTR	29.79
			461-11-50801-581-000	12-1/09 STORM WTR	24.86
			463-11-50601-589-000	1-2/09 WATER/STMWTR	15.30
			461-11-50801-581-000	12-1/09 STORM WTR	6.11
				..... CHECK TOTAL	128.43
83698	3/13	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	2/09-SWEEPER PARTS	1,839.60
			501-09-50104-344-000	2/09-SWEEPER PARTS	459.90
			 CHECK TOTAL	2,299.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83699	3/13	DON'S AUTO PARTS	630-09-50101-393-000	2/09 CE-#2625 PARTS	195.13
83700	3/13	KENOSHA WATER UTILITY	110-00-21913-000-000	TEMP PERMITS	21,860.09
			110-00-21914-000-000	BILL COLLECTION	14,783.58
				..... CHECK TOTAL	36,643.67
83701	3/13	UNITED HEALTHCARE INSURANCE	611-09-50101-155-517	2/09 PREMIUMS	66,198.00
			611-09-50101-155-518	2/09 PREMIUMS	28,985.00
			611-09-50101-155-519	1-2/09 ADJ	15,895.00
			611-09-50101-155-525	2/09 PREMIUMS	2,808.00
			611-09-50101-155-524	2/09 SHARED SAVINGS	1,087.27
			611-09-50101-155-518	10-12/08 COBRA	243.75
			611-09-50101-155-525	1-2/09 ADJ	13.00CR
			611-09-50101-155-518	1-2/09 ADJ	186.00CR
			611-09-50101-155-517	1-2/09 ADJ	376.89CR
				..... CHECK TOTAL	114,641.13
83702	3/13	BANK ONE, KENOSHA	110-00-21513-000-000	3/13/09 DEDUCTS	228,786.70
			110-00-21511-000-000	3/13/09 DEDUCTS	83,832.30
			110-00-21612-000-000	3/13/09 DEDUCTS	83,831.70
			110-00-21614-000-000	3/13/09 DEDUCTS	24,214.90
			110-00-21514-000-000	3/13/09 DEDUCTS	24,214.47
				..... CHECK TOTAL	444,880.07
83703	3/13	AT&T	110-01-51801-225-000	02/28-03/27 653-7213	455.03
			110-02-52203-225-000	02/22-03/21 REPEATER	199.72
			110-01-51801-227-000	02/27-03/27 653-8297	85.36
			206-02-52205-225-000	02/28-03/27 653-9156	28.49
			110-01-51801-225-000	02/28-03/27 942-8834	27.38
			110-05-55111-225-000	02/28-03/27 942-3781	24.90
				..... CHECK TOTAL	820.88
83704	3/13	FEDEX	110-01-51306-312-000	2/09-13 FN-SHIPPING	56.56
83705	3/13	OFFICEMAX	110-01-51101-311-000	2/09 FN #1049 OFFICE	662.12
			110-02-52201-362-000	SHREDDER	289.99
			110-02-52201-362-000	MACHINE STAND	279.00
			110-02-52201-362-000	STEEL MAIL CART	239.00
			110-03-53116-311-000	2/09 WA #1047 OFFICE	148.11
			110-03-53103-311-000	2/09 ST #1048 OFFICE	144.65
			520-09-50106-311-000	2/09 TD #1050 OFFICE	87.53
			520-09-50301-311-000	2/09 TD #1050 OFFICE	52.57
			 CHECK TOTAL	1,902.97

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83706	3/13	CHEMSEARCH	110-03-53103-344-000	ROC-622	335.00
			110-03-53103-344-000	SLIDE DUMP BOX	232.50
			110-03-53103-344-000	GLO SS PLUS	177.69
				..... CHECK TOTAL	745.19
83707	3/13	REGISTRATION FEE TRUST	110-09-56519-909-000	#2544	75.00
			110-09-56519-909-000	#2543	75.00
				..... CHECK TOTAL	150.00
83708	3/13	REESMAN'S EXCAVATING, INC.	449-11-50501-589-000	EST 1-KAT SBDV PH I	67,146.71
83709	3/13	LINCOLN CONTRACTORS SUPPLY	501-09-50105-235-000	2/09-ST TOOLS/SUPP	109.68
			501-09-50105-361-000	2/09-ST TOOLS/SUPP	54.33
				..... CHECK TOTAL	164.01
83710	3/13	BANE-NELSON, INC.	405-11-50814-583-000	EST 3-RESTROOM RENV	4,770.00
83711	3/13	HOLLAND SUPPLY, INC.	521-09-50101-344-000	3/09-AR HYDRAULIC	137.88
			520-09-50201-347-000	3/09-TD HYDRAULIC	80.00
			110-05-55109-361-000	2/09-PW HYDRAULIC	76.50
			520-09-50201-347-000	2/09-TD HYDRAULIC	42.80
			630-09-50101-393-000	2/09-SE HYDRAULIC	38.94
				..... CHECK TOTAL	376.12
83712	3/13	KENOSHA CO CHIEFS & CAPTAINS	110-02-52201-323-000	JOHN THOMSEN RENEWL	300.00
83713	3/13	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	3/13/09 SAL DEDUCT	704.00
83714	3/13	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	3/13/09 B.GARRETT	119.57
83715	3/13	WISCONSIN WOMEN'S BUSINESS	254-06-50353-259-000	#1648223 SUBGR AGMT	8,534.21
			254-06-50353-259-000	#1648160 SUBGR AGMT	4,355.13
			253-06-50353-259-000	#1648160 SUBGR AGMT	4,158.30
				..... CHECK TOTAL	17,047.64
83716	3/13	ENGINEERSUPPLY	110-01-50901-311-000	MEASURING TAPE	123.71
83717	3/13	NAPA AUTO PARTS CO.	630-09-50101-393-000	2/09-CE PARTS/FILTER	2,060.17
			110-05-55109-344-000	2/09-PA PARTS/FILTER	609.68
			110-02-52203-361-000	PARTS WASHER.	600.00
			110-02-52203-344-000	2/09-FD PARTS/FILTER	408.60
			520-09-50201-347-000	2/09-TD PARTS/FILTER	406.17
			110-02-52206-344-000	2/09-FD PARTS/FILTER	174.00
			110-02-52203-361-000	2/09-FD PARTS/FILTER	159.95
			110-02-52203-361-000	OZZY JUICE	80.00
			110-01-51901-311-000	2/09-CT PARTS/FILTER	74.50
			520-09-50201-317-000	2/09-TD PARTS/FILTER	63.44
			206-02-52205-344-000	2/09-FD PARTS/FILTER	57.13
			501-09-50104-344-000	2/09-ST PARTS/FILTER	52.17

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			632-09-50101-246-000	2/09-SE PARTS/FILTER	24.65
			632-09-50101-389-000	2/09-SE PARTS/FILTER	19.61
			110-03-53103-389-000	2/09-ST PARTS/FILTER	16.74
			110-02-52204-344-000	2/09-FD PARTS/FILTER	9.30
				..... CHECK TOTAL	4,816.11
83718	3/13	MUEDINI, VASFI F	110-02-52102-219-000	INTERPRET 09-021541	50.00
83719	3/13	WIS DEPT OF ADMINISTRATION	110-02-52601-322-000	COMM/DWD CODES	280.00
			110-02-52601-322-000	DWELLING COMM 20-25	126.00
			110-02-52601-322-000	PLUMBING 81-87 (4)	96.00
			110-02-52601-322-000	CODE COMM 60-65 (3)	96.00
			110-02-52601-322-000	ELECTRIC COMM 16 (4)	36.00
				..... CHECK TOTAL	634.00
83720	3/13	US CELLULAR	110-02-52601-226-000	2/09 DH-CELL AIRTIME	103.05
			110-02-52601-226-000	2/09 DH-CELL SERVICE	80.00
			110-02-52601-226-000	1/09 DH-CELL SERVICE	80.00
			110-02-52601-226-000	1/09 DH-CELL AIRTIME	79.83
			205-03-53118-226-000	2/09 WA-CELL AIRTIME	26.01
			205-03-53118-226-000	2/09 WA-CELL SERVICE	16.00
			501-09-50103-226-000	2/09 PW-CELL AIRTIME	9.88
			501-09-50103-226-000	2/09 PW-CELL SERVICE	8.00
			501-09-50101-226-000	3/09 PW-CELL SERVICE	8.00
			501-09-50101-226-000	2/09 PW-CELL AIRTIME	.27
				..... CHECK TOTAL	411.04
83721	3/13	MALSACK, J	284-06-51608-259-000	#1644895 FENCE	27.50
			284-06-51607-259-000	#1644895 FENCE	27.50
			284-06-50202-259-000	#1644895 FENCE	27.50
			283-06-50208-259-000	#1644895 FENCE	27.50
				..... CHECK TOTAL	110.00
83722	3/13	HOMETOWN INC.	520-09-50106-341-000	2/09-DIESEL FUEL	11,050.04
83723	3/13	JP MORGAN CHASE BANK	761-00-21513-000-000	2/09 KCM DEDUCTS	526.00
			761-09-50101-152-000	2/09 KCM DEDUCTS	317.12
			761-00-21511-000-000	2/09 KCM DEDUCTS	317.12
			761-09-50101-158-000	2/09 KCM DEDUCTS	74.17
			761-00-21514-000-000	2/09 KCM DEDUCTS	74.16
			 CHECK TOTAL	1,308.57

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83724	3/13	DAVISON & MULLIGAN, LTD	110-01-50301-219-000	2/09 SERVICES	8,195.50
83725	3/13	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	2/09-PARTS/MATERIAL	3,458.40
			630-09-50101-393-000	2/09-PARTS/MATERIAL	827.15
			630-09-50101-393-000	2/09-PARTS/MATERIAL	189.15
				..... CHECK TOTAL	4,474.70
83726	3/13	NORTHLAND EQUIPMENT	630-09-50101-393-000	2/09-PARTS/MATERIAL	319.19
83727	3/13	MENARDS (KENOSHA)	501-09-50105-344-000	2/09-ST MERCHANDISE	84.28
			110-03-53103-357-000	2/09-ST MERCHANDISE	15.40
			110-03-53110-389-000	2/09-ST MERCHANDISE	13.03
			206-02-52205-344-000	2/09-FD STN#4 MERCH	5.42
			110-02-52203-344-000	2/09-FD STN#4 MERCH	5.42
				..... CHECK TOTAL	123.55
83728	3/13	WIS DEPT OF COMMERCE	110-01-51801-242-000	09 MOB ELEVATOR PMT	35.00
83729	3/13	CASPER'S TRUCK EQUIPMENT, INC	630-09-50101-393-000	2/09 #2357 SALT SPRE	212.86
83730	3/13	WIS SCTF	110-00-21581-000-000	3/13/09 SAL DEDUCT	9,293.36
			110-00-21581-000-000	3/13/09 HRLY DEDUCT	2,031.51
				..... CHECK TOTAL	11,324.87
83731	3/13	PREVOST CAR-CREDIT DEPT	520-09-50201-347-000	2/09-BUS PARTS	100.00
			520-09-50201-347-000	2/09-BUS PARTS	50.00
				..... CHECK TOTAL	150.00
83732	3/13	ALARM DETECTION SYSTEMS INC	110-01-51801-246-000	2009 ALARM DETECTN	2,901.72
83733	3/13	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	3/13/09 M.RIVERA	746.00
			110-00-21581-000-000	3/13/09 J.PETRILLO	139.82
				..... CHECK TOTAL	885.82
83734	3/13	ANAYA'S AUTO REPAIR	630-09-50101-393-000	2/09 #2320 REPAIRS	76.50
83735	3/13	KENOSHA COUNTY TREASURER	110-00-21910-999-000	2/09 FEES COLLECTED	12,528.11
			110-00-21901-999-000	2/09 FEES COLLECTED	5,192.12
			 CHECK TOTAL	17,720.23

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83736	3/13	GRAINGER	206-02-52205-344-000	2/09-FD PARTS/MATLS	95.95
83737	3/13	ROCKFORD IND. WELDING	110-03-53107-344-000	2/09-ST SUPPLIES/REP	212.35
			632-09-50101-389-000	2/09-SUPPLIES/MATERI	57.52
			110-03-53107-344-000	2/09-ST SUPPLIES/REP	28.00
			110-03-53107-344-000	2/09-ST SUPPLIES/REP	14.00
			110-03-53107-344-000	2/09-ST SUPPLIES/REP	11.95
				..... CHECK TOTAL	323.82
83738	3/13	ARTHUR J. GALLAGHER RISK	110-09-56401-271-000	2009 CRIME BOND	1,752.32
			110-00-15601-000-000	2009 CRIME BOND	260.48
			520-09-50301-271-000	2009 CRIME BOND	165.76
			110-00-15201-000-000	2009 CRIME BOND	142.08
			521-09-50101-271-000	2009 CRIME BOND	23.68
			110-00-15202-000-000	2009 CRIME BOND	23.68
				..... CHECK TOTAL	2,368.00
83739	3/13	TIME WARNER CABLE	110-01-51102-233-000	3/09 AIRPORT-ROADRN	133.95
83740	3/13	BOARD OF COMMISSNRS PBLC LND	304-00-22202-000-000	9019.01 PRINCIPAL	40,942.02
			304-00-22202-000-000	9019.01 INTEREST	6,151.78
				..... CHECK TOTAL	47,093.80
83741	3/13	GATEWAY TECH COLLEGE	110-02-52206-264-000	12/08 HAZ MATRL OP	3,019.89
83742	3/13	WHOLESALE DIRECT INC	630-09-50101-393-000	2/09 PARTS/MATERIALS	111.26
83743	3/13	URBAN LEAGUE OF RACINE/KENO	258-06-50602-259-000	#1648190 SUBR AGRMT	505.94
83744	3/13	GILLIG CORPORATION	520-09-50201-347-000	2/09 BUS PARTS	716.07
83745	3/13	CLAWZ AND PAWZ ANIMAL RESC	110-04-54102-254-000	3/09 ANIMAL CONTROL	3,500.00
			110-04-54102-254-000	2/09 59 TRAPPED	2,360.00
			110-04-54102-254-000	2/09 31 CAPTURE	1,395.00
			110-04-54102-254-000	2/09 29 CAPTURE (7)	1,305.00
			110-04-54102-254-000	2/09 31 PICK UP	930.00
			110-04-54102-254-000	2/09 41 CAPTURE (10)	922.50
			110-04-54102-254-000	2/09 12 EMERGENCY	480.00
			110-04-54102-254-000	2/09 3 CAPTURE (8)	150.00
			110-04-54102-254-000	2/09 3 DEAD	60.00
			 CHECK TOTAL	11,102.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83746	3/13	PROCESSWORKS INC.	110-00-21578-000-000	3/10/09 CHECK REG	2,571.65
83747	3/13	LAW ENFORCEMENT ASSOC.	110-02-52109-235-000	REPAIR CHARGE	59.00
83748	3/13	PROCESSWORKS, INC.	110-09-56310-219-000	2/09 ADMIN CHARGES	560.68
83749	3/13	IAFF/NATIONWIDE	110-00-21574-000-000	3/01-15/09 CONTRIBS	21,678.65
83750	3/13	KENOSHA CAR SPA LLC	206-02-52205-344-000 110-01-51301-344-000 110-02-52203-344-000 110-02-52204-344-000	2/09 FD-AUTO WASH 2/09 AD-AUTO WASH 2/09 FD-AUTO WASH 2/09 FD-AUTO WASH	35.85 25.90 23.90 11.95
				..... CHECK TOTAL	97.60
83751	3/13	STATE DISBURSEMENT	110-00-21581-000-000	3/13/09 S.WELLS	27.71
83752	3/13	J D BENEFITS, INC	110-00-21517-000-000	3/01-15/09 DEDUCTS	986.21
83753	3/13	NORTH LAKE REMODELING, LLC	253-06-50461-259-000	#1649498-50% DOWN	2,500.00
83754	3/13	WE ENERGIES	257-06-50463-259-000	#1648117 REMOVAL	545.79
83755	3/13	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	3/01-15/09 CONTRIBS	11,481.25
83756	3/13	BEST WESTERN HARBORSIDE	252-06-50559-259-000 252-06-50559-259-000 252-06-50559-259-000	#1647712 T.MORGAN #1647713 C.TYSON #1647716 F.KRISTON	700.00 500.00 350.00
				..... CHECK TOTAL	1,550.00
83757	3/13	CLARK DIETZ, INC	409-11-50906-589-000	1/09 CNTY "N" SERV	66,317.27
83758	3/13	KENOSHA MEDICAL CTR CAMPUS	782-09-50101-311-000	2 BLS CERT CARDS	6.00
83759	3/13	WHEATON FRANCISCAN MED GROUP	110-00-21581-000-000	3/13/09 A.STARKS	291.45
83760	3/13	WALKIN' IN MY SHOES	258-06-50604-259-000	#1648146 SUBGR AGMT	306.51
83761	3/13	HOPE COUNCIL, INC	258-06-50612-259-000	#1648128 SUBGR AGMT	2,882.00
83762	3/13	ENGINE 12	110-02-52206-219-000	ALAN CARR-3/21/09	25.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83763	3/13	PFEFFERLE, ROBERT A	110-00-45103-000-000	RESTITUTION PAYMENT	73.28
83764	3/13	FROELICH, ERNEST	501-09-50101-433-000	SW#21837-OVERPAYMENT	38.72
83765	3/13	SALAZAR, JONATHAN	110-00-44709-000-000	BARTENDER LICENSE	50.00
83766	3/13	OTERO, JOSE O	110-00-21109-000-000	COURT PMT#J552688	7.00
83767	3/13	NOMMENSEN, HEATHER E	110-00-21901-000-000	FINE PMT#N591463	67.00
83768	3/13	IA URBAN HOTELS CHICAGO TRS	110-02-52107-263-000	2/24-26/09-T HANSCH	343.90
83769	3/13	NEW URBAN RESEARCH, INC	501-09-50103-264-000	B ZUNKER-4/17/09	495.00
83770	3/13	STEWART, BRAD	110-02-52601-226-000	2/09 CELL PHONE	47.65
83771	3/13	HANSCH, THOMAS A.	110-02-52107-263-000	2/24-26/09 CHICAGO	50.00
83772	3/13	DITZENBERGER, JEAN	110-01-51301-263-000	OFFICE SUPPLIES	22.55
83773	3/13	HAFKE, GENE JR.	110-02-52102-367-000	2009 CLOTHING ALLOW	400.00
83774	3/13	SCHROEDER, JANICE	501-09-50101-312-000	MTG INVITE STAMPS	32.40
83775	3/13	BELLER, JAMES	110-02-52107-263-000	1/27-28/09 CP DOUG	24.00
83776	3/13	LARSON III, DAVID M	110-00-21581-000-000	3/07/09 TAX DEDUCT	226.80
83777	3/13	ANDERSON, RYAN	110-02-52203-369-000	INSERT SCBA FACE PCE	49.00
83778	3/13	MANTUANO, CATHERINE	110-01-50602-389-000	SUPPLIES/EXPENSES	57.15
83779	3/13	ROSS, JEFFREY A	110-00-21581-000-000	3/07/09 TAX DEDUCT	112.83

GRAND TOTAL FOR PERIOD ***** 7,010,818.47