

AGENDA
FINANCE COMMITTEE MEETING
Kenosha Municipal Building - Room 204
Monday, April 15, 2013
5:30 PM

Chairman: Daniel Prozanski Jr.
Aldersperson: David F. Bogdala
Aldersperson: Keith W. Rosenberg

Vice Chair: Tod Ohnstad
Aldersperson: Rocco J. LaMacchia
Aldersperson: Curt Wilson

Call to Order
Roll Call

1. Approval of the minutes of the meeting held April 1, 2013. Pgs. 1-2
2. Proposed Ordinance By the Mayor - To Amend Section 1.03 (of the City of Kenosha Code of General Ordinances) Entitled "Order Of Business" to Articulate Responsibility for the Creation of the Common Council Agenda and Provide Procedures Therefor. (Deferred from the meeting of 04/01/13) (L/P – Ayes 4, Noes 1; PSW – Ayes 2, Noes 1) (Also referred to PW) Pgs. 3-4
3. Proposed Ordinance By Aldersperson Steve G. Bostrom – To Amend Subsection 1.03 A. (of the City of Kenosha Code of General Ordinances) entitled "Order of Business" to Provide That Items Proposed by Alderspersons be Placed on the Common Council Agenda. (Deferred from the meeting of 04/01/13) (L/P – deny - Ayes 4, Noes 1; PSW – approve: Ayes 2, Noes 1) (Also referred to PW) Pgs. 5-6
4. Proposed Resolutions – To Levy Special Charge Resolutions Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:
 - a. Boarding and Securing - \$240.00
 - b. Graffiti Removal - \$160.00
 - c. Property Maintenance Reinspection Fees - \$5,340.00. Pgs. 7-14
5. Proposed Resolution - To Levy a Special Assessment Under Authority of Charter Ordinance No. 26, as Amended, Upon Certain Parcels of Land Within the City of Kenosha, Wisconsin for Trash and Debris Removal in the Amount of \$3,705.06. Pgs. 15-18
6. Collecting Official Compensation Agreement by and between The City of Kenosha, Wisconsin, a Wisconsin Municipal Corporation, and Kenosha County Humane Society, Inc., d/b/a Safe Harbor Humane Society, a Non-Profit Corporation. (Deferred from the meeting of 04/01/13) Pgs. 19-24
7. Contract to Raze Building(s) and Restore Lots - 3712 50th Street (Madrigrano Building), Tax Key No. 09-222-36-230-008, By and Between the City of Kenosha, Wisconsin, A Wisconsin Municipal Corporation, and Azarian Wrecking LLC, A Wisconsin Limited Liability Company. Pgs. 25-36
8. Lender Services Agreement between the City of Kenosha and Talmer Bank and Trust for the Administration of the Housing and Economic Loan Program (H.E.L.P.). **Item 8 is contingent upon the approval of Items 9 and 10.** Pgs. 37-47
9. Lender Services Agreement between the City of Kenosha and Talmer Bank and Trust for the Administration of the Tax Incremental District (TID) Rehabilitation Loan Program. **Item 9 is contingent upon the approval of Items 8 and 10.** Pgs. 48-105
10. Lender Services Termination Agreement between the City of Kenosha and TruStone Financial Federal Credit Union, formerly known as AM Community Credit Union. **Item 10 is contingent upon the approval of Items 8 and 9.** Pgs. 106-110
11. Approval of 2013 Sidewalk Rates. (Also referred to PW) Pg. 111
12. Disbursement Record #6 - \$7,636,343.28. Pgs. 112-143
13. Award of Offering Prices for Fee Acquisition and Easements for Project 11-1025 122nd Avenue Reconstruction (District 16) (Also referred to PW) Pgs. 144-165

14. 2012 Claim for Excessive Assessment by Target Corporation pursuant to Wisconsin Statutes Section 74.37, Tax Parcel No. 03-122-03-365-001. **CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to §19.85(1)(g), Wisconsin Statutes. The Finance Committee will reconvene into open session.** Pgs. 166-168

CITIZENS COMMENTS/ALDERMEN COMMENTS/OTHER BUSINESS AS AUTHORIZED BY LAW

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE, PLEASE CALL 653-4020 BEFORE THIS MEETING

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSTITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

**Finance Committee
Minutes of Meeting Held Monday, April 1, 2013***

A meeting of the Finance Committee held on Monday, April 1, 2013 in Room 204 at the Kenosha Municipal Building was called to order at 5:30 pm by Chairman Prozanski.

At roll call, the following members were present: Alderpersons Ohnstad, LaMacchia, Rosenberg and Wilson. Alderperson Bogdala arrived at 5:32 pm and was present to vote on Items #3 through #8.

1. Approval of the minutes of the meeting held March 18, 2013. **It was moved by Alderperson Wilson, seconded by Alderperson Rosenberg, to approve. Motion carried unanimously.**
2. Proposed Ordinance by the Mayor - To Amend Section 1.03 (of the City of Kenosha Code of General Ordinances) Entitled "Order of Business" to Articulate Responsibility for the Creation of the Common Council Agenda and Provide Procedures Therefor. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ohnstad, seconded by Alderperson LaMacchia, to defer for two weeks. Motion carried unanimously.**
3. Proposed Ordinance by Alderperson Steve G. Bostrom – To Amend Subsection 1.03 A. (of the City of Kenosha Code of General Ordinances) entitled "Order of Business" to Provide that Items Proposed by Alderpersons be Placed on the Common Council Agenda. PUBLIC HEARING: No one spoke. **It was moved by Alderperson LaMacchia, seconded by Alderperson Ohnstad, to defer for two weeks. Motion carried unanimously.**
4. Proposed Resolution by Alderperson David Bogdala - To Refer to the Kenosha Employee Health Insurance Advisory Group a Request for Recommendation to the Common Council of How Funds in the Contingency Reserve Account Could Be Profitably Used To Promote Health and Reduce the City's Long Term Health Insurance Costs. (Also referred to Kenosha Employee Health Insurance Advisory Group) PUBLIC HEARING: Carol Stancato, Director of Finance, spoke. **It was moved by Alderperson Bogdala to approve. Discussion followed. Chairman Prozanski passed the gavel and made a motion to defer until the Kenosha Employee Health Insurance Advisory Group has met. The motion was seconded by Alderperson Wilson. Motion carried (ayes:5; noes:1) with Alderperson Bogdala voting nay.**
5. Proposed Resolution by the Mayor – To Name Kenosha County Humane Society, Inc. d/b/a Safe Harbor Humane Society as a Collecting Official as Defined by Chapter 14 (of the Code of General Ordinances for the City of Kenosha). PUBLIC HEARING: Frank Carmichael, Board President, was present and spoke. Adam Cotton, Assistant Executive Director, and Dr. Chelsea Fogal, Medical Director, were also present. Police Chief John Morrissey spoke and recommended approval. **It was moved by Alderperson LaMacchia, seconded by Alderperson Ohnstad, to approve. Motion carried unanimously.**
6. Collecting Official Compensation Agreement by and between The City of Kenosha, Wisconsin, a Wisconsin Municipal Corporation, and Kenosha County Humane Society, Inc., d/b/a Safe Harbor Humane Society, a Non-Profit Corporation. PUBLIC HEARING: Chief Morrissey spoke. **It was moved by Alderperson LaMacchia, seconded by Alderperson Rosenberg to approve. Discussion followed. It was moved by Alderperson Bogdala, seconded by Alderperson LaMacchia, to defer for two weeks. Motion carried unanimously.**
7. Disbursement Record #5 - \$8,290,960.59. PUBLIC HEARING: Carol Stancato spoke. **It was moved by Alderperson Ohnstad, seconded by Alderperson LaMacchia, to approve. Motion carried unanimously.**
8. Discussion of Offer of Settlement: Medina, et. al. v. City of Kenosha. **At 5:57 pm, it was moved by Alderperson LaMacchia, seconded by Alderperson Rosenberg, to go into closed session. Motion carried unanimously. At 6:05 pm, it was moved by Alderperson LaMacchia, seconded by Alderperson Ohnstad, to reconvene into open session. Motion carried unanimously. It was moved by Alderperson LaMacchia, seconded by Alderperson Ohnstad, to deny. Motion carried unanimously.**

ALDERPERSON COMMENTS: Alderperson Bogdala spoke about Item #6 and requested additional information from the Finance Director and City Clerk's Office to understand the logistics of how the fees will be paid and the fiscal impact of this agreement.

There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 6:07 pm.

*NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Monday, April 15, 2013.

ORDINANCE NO. _____

SPONSOR: THE MAYOR

**TO AMEND SECTION 1.03 OF THE CITY OF KENOSHA
CODE OF GENERAL ORDINANCES ENTITLED “ORDER
OF BUSINESS” TO ARTICULATE RESPONSIBILITY FOR
THE CREATION OF THE COMMON COUNCIL AGENDA
AND PROVIDE PROCEDURES THEREFOR**

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

Section One: Subsection 1.03 A. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended to remove the following sentence: “Except with permission of the Mayor, no item shall be placed on the Common Council Agenda which has not been filed with the City Clerk by 9:30 A.M. on the Thursday immediately preceding a Common Council meeting.”

Section Two: Subsections 1.03 B., C., D., and E. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby re-lettered as Subsections 1.03 C., D., E., and F., respectively.

Section Three: Subsection 1.03 B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

1.03 B. Agenda Creation

1. The Mayor is responsible for the creation of the Common Council agenda. The Mayor may delegate ministerial acts associated therewith to the City Clerk.
2. Subject to exceptions in paragraph B.3., no item may be placed on the Common Council agenda without the approval of the Mayor.
3. Subject to compliance with applicable law, including, but not limited to the Wisconsin Open Meetings Law, the following will be placed on the next available Common Council regular meeting agenda:
 - a. the report of a committee, commission, board, or authority when the report is on an item that was referred solely to that committee, commission, board, or authority by the Common Council;
 - b. the reports of the committees, commissions, boards, and/or authorities to which an item was referred by the Common Council after the last reporting committee, commission, board, or authority has made its recommendation to the Common Council;
 - c. consideration for action of an item referred by the Common Council to one or more

committees, commissions, boards, and/or authorities for which full reports have not been made but for which the time for reporting provided in subparagraph 1.03 D.5.b. has expired;

d. the report of a committee, commission, board, or authority of an item under its jurisdiction, the consideration of which was initiated in the committee, commission, board, or authority;

e. the agenda items proposed by at least seven alderpersons calling for a special meeting pursuant to Subsection 1.02 C; and

f. an oral referral shall be made by the presiding officer to the appropriate committee, commission, board, or authority or combination thereof if prior to the completion of the referral item on the agenda pursuant to paragraph 1.03 A.11, an alderperson provides to the presiding officer in writing an item for referral.

4. The Mayor will cause the description of items placed on the Common Council agenda pursuant subparagraphs 3. a., b., c., or d. to be worded to allow the Common Council to take final action.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

DRAFT 03/18/13

SPONSOR: ALDERPERSON STEVE G. BOSTROM

TO AMEND SUBSECTION 1.03 A. OF THE CITY OF KENOSHA CODE OF GENERAL ORDINANCES ENTITLED “ORDER OF BUSINESS” TO PROVIDE THAT ITEMS PROPOSED BY ALDERPERSONS BE PLACED ON THE COMMON COUNCIL AGENDA

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

Section One: Subsection 1.03 A. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended to include after the sentence, “ Except with permission of the Mayor, no item shall be placed on the Common Council Agenda which has not been filed with the City Clerk by 9:30 A.M. on the Thursday immediately preceding a Common Council meeting”, the following:

Any item filed by an alderperson with the City Clerk before 9:30A.M. on the Thursday immediately preceding a Common Council meeting will be placed on the Common Council agenda for that meeting. Unless otherwise noted, it shall be assumed that the item be subject to substantive action by the Common Council at that meeting, and the Mayor shall consult with the alderperson in a timely fashion to cause the item to be styled on the agenda in a manner to allow for such action by the Common Council. Notwithstanding the foregoing the placing of the item on the agenda shall comply with and be subject to applicable law including, but not limited to, the Wisconsin Open Meetings Law. Under no circumstance shall the Mayor be allowed to remove or defer an item legally placed on the Common Council agenda without the written consent of the Principal Sponsor of such item. In the event the Mayor violates this provision, the Mayor shall be subject to action and penalties commended under applicable law including, but not limited to, Chapter XXX of the General Code of Ordinances for the City of Kenosha.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON STEVE G. BOSTROM

**TO AMEND SUBSECTION 1.03 A. OF THE CITY
OF KENOSHA CODE OF GENERAL ORDINANCES
ENTITLED "ORDER OF BUSINESS" TO PROVIDE THAT
ITEMS PROPOSED BY ALDERPERSONS BE PLACED ON
THE COMMON COUNCIL AGENDA**

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

Section One: Subsection 1.03 A. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended to include after the sentence, " Except with permission of the Mayor, no item shall be placed on the Common Council Agenda which has not been filed with the City Clerk by 9:30 A.M. on the Thursday immediately preceding a Common Council meeting", the following:

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain
Parcels of Property
for Boarding and Securing**

BE IT RESOLVED, that special charges for boarding and securing during 2013, in the total amount of \$240.00, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2013

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:09-222-36-476-003

5507 23RD AVE

Owner of Record	Admin. Fee	Charge	Total
EDWIN R WILLIAMS 5507 23RD AVE KENOSHA, WI 53140-3506	100.00	140.00	240.00
RESOLUTION TOTAL			240.00

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on
Certain Parcel(s) of Property for Graffiti Removal
(Miscellaneous Assessment)**

BE IT RESOLVED, that special charges for graffiti removal during 2013, in the total amount of \$160.00, be levied against the parcel(s) of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2013

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #: 03-122-03-178-013

6420 58TH AVE

Owner of Record

BONITA L ROSS
6420 58TH AVE
KENOSHA, WI 53142-1202

Admin. Fee

100.00

Charge

60.00

Total

160.00

RESOLUTION TOTAL

160.00

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain
Parcels of Property for
Property Maintenance Reinspection Fees**

BE IT RESOLVED, that special charges for reinspection fees during 2013, in the total amount of **\$5,340.00**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2013

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:01-122-01-105-013**6126 25TH AVE**

Owner of Record
 MARIA PAULA TOBIAS
 6126 25TH AVE
 KENOSHA, WI 53143-4312

Admin. Fee
 100.00

Charge
 360.00

Total
 460.00

Parcel #:01-122-01-208-017**6116 30TH AVE**

Owner of Record
 NLB HOLDINGS LLC
 PO BOX 34
 FRANKSVILLE, WI 53126-0034

Admin. Fee
 100.00

Charge
 360.00

Total
 460.00

Parcel #:01-122-01-326-001**6703 35TH AVE**

Owner of Record
 WILLIS & DAMA FOSTER
 11905 OLD GREEN BAY RD
 PLEASANT PRAIRIE, WI 53158

Admin. Fee
 100.00

Charge
 360.00

Total
 460.00

Parcel #:02-122-02-452-005**7201 45TH AVE**

Owner of Record
 TOBIN R BOYLE
 7201 45TH AVE
 KENOSHA, WI 53142-1729

Admin. Fee
 100.00

Charge
 360.00

Total
 460.00

Parcel #:05-123-06-232-007**1917 61ST ST**

Owner of Record
 NLB HOLDINGS LLC
 PO BOX 34
 FRANKSVILLE, WI 53126-0034

Admin. Fee
 100.00

Charge
 360.00

Total
 460.00

Parcel #:05-123-06-260-036**6516 18TH AVE**

Owner of Record
 FRANK F & SANDRA J LUDOWISE
 6516 18TH AVE
 KENOSHA, WI 53143-4954

Admin. Fee
 100.00

Charge
 360.00

Total
 460.00

Parcel #:05-123-06-281-046**6634 14TH AVE****Owner of Record**CITIMORTGAGE INC
4400 WILL ROGERS PKWY, STE 300
OKLAHOMA CITY, OK 73108**Admin. Fee**

100.00

Charge

360.00

Total

460.00

Parcel #:05-123-06-385-021**1606 75TH ST****Owner of Record**NLB HOLDINGS LLC
PO BOX 34
FRANKSVILLE, WI 53126**Admin. Fee**

100.00

Charge

360.00

Total

460.00

Parcel #:05-123-06-385-021**1606 75TH ST****Owner of Record**NLB HOLDINGS LLC
PO BOX 34
FRANKSVILLE, WI 53126**Admin. Fee**

100.00

Charge

180.00

Total

280.00

Parcel #:06-123-18-426-016**8867 SHERIDAN RD****Owner of Record**NMTS LLC
4200 39TH AVE
KENOSHA, WI 53144-1961**Admin. Fee**

100.00

Charge

360.00

Total

460.00

Parcel #:08-222-35-102-051**4107 45TH ST****Owner of Record**JAMES & MARY LENTZ
4107 45TH ST
KENOSHA, WI 53144**Admin. Fee**

100.00

Charge

360.00

Total

460.00

Parcel #:11-223-30-327-017**3800 19TH AVE****Owner of Record**NABIL #1 LLC
3402 60TH ST
KENOSHA, WI 53144-4144**Admin. Fee**

100.00

Charge

360.00

Total

460.00

RESOLUTION TOTAL

5,340.00

RESOLUTION NO. _____

BY: COMMITTEE ON FINANCE

To Levy a Special Assessment under Authority of Charter Ordinance No. 26, as Amended, upon Certain Parcels of Land Within the City of Kenosha, Wisconsin in the Amount of \$3,705.06 for Trash and Debris Removal

WHEREAS, trash and debris located on certain parcels of land in the City of Kenosha, Wisconsin, has been ordered removed by the Health Department of the County of Kenosha, pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No. (s) 28, 30, and 33, of the City of Kenosha, Wisconsin; and,

WHEREAS, pursuant to Subsection G., Charter Ordinance No. 26, as amended, the cost of abatement, including the cost of service, mailing and publication, and a Seventy-five (\$75.00) Dollar Administrative Fee, is to be specially assessed against the real estate upon which such debris and trash were located; and,

WHEREAS, trash and debris has been removed by the City, through private contract, from various parcels of real estate at the costs of abatement and administration noted by a report from the Health Department dated March 28, 2013, for the City of Kenosha, which report is on file in the Office of the City Clerk/Treasurer and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, special assessments in the total amount of \$3,705.06 are levied against the respective parcels of property listed in the report of the Health Department on file in the Office of the City Clerk/Treasurer for the City of Kenosha, Wisconsin, with interest thereon to be charged at seven and one-half (7.5%) percent per annum from the date of passage of this Resolution.

Adopted this ____ day of _____, 2013.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



COUNTY OF KENOSHA

John T. Jansen, Director
Department of Human Services

Cynthia Johnson, Director, Health Officer
Division of Health Services
Job Center / Human Services Building
8600 Sheridan Road, Suite 600
Kenosha, WI 53143-6515
Phone (262) 605-6700
Fax: (262) 605-6715

DATE: March 28, 2013

TO: Edward R. Antaramian, City Attorney

FROM: Mark Melotik, Environmental Manager

RE: Request of special assessments for the following properties, as per Charter Ordinance Number 26 - City of Kenosha



1.)	3826 - 8th Avenue	PARCEL #	11-223-30-427-024
	<u>OWNER OF RECORD:</u> Dennis A Shook Jr 2400 - 35th Avenue Kenosha WI 53144	<u>ASSESSMENT:</u> Administrative Fee Clean up	75.00 125.00
	Cleanup Date: 1/4/2013	TOTAL:	<u><u>200.00</u></u>
2.)	2224 - 54th Street	PARCEL #	09-222-36-411-007
	<u>OWNER OF RECORD:</u> SJL Investments LLC 8552 - 37th Avenue Kenosha WI 53142	<u>ASSESSMENT:</u> Administrative Fee Clean up	75.00 155.00
	Cleanup Date: 1/11/2013	TOTAL:	<u><u>230.00</u></u>
3.)	5900 - 34th Avenue	PARCEL #	09-222-36-361-012
	<u>OWNER OF RECORD:</u> Wells Fargo Bank NA 7105 Corporate Drive Plano, TX 75024	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail	75.00 405.00 6.40
	Cleanup Date: 1/11/2013	TOTAL:	<u><u>486.40</u></u>
4.)	6516 - 18th Avenue	PARCEL #	05-123-06-260-036
	<u>OWNER OF RECORD:</u> Frank & Sandra Ludowise 6516 - 18th Avenue Kenosha WI 53143	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting	75.00 425.00 6.40 23.56
	Cleanup Date: 1/14/2013	TOTAL:	<u><u>529.96</u></u>

5.)	923 - 83rd Street	PARCEL #	06-123-07-452-005
	<u>OWNER OF RECORD:</u> Michal Wilk 923 - 83rd Street Kenosha WI 53143	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	 75.00 450.00 6.40 23.56 <u>554.96</u>
	Cleanup Date: 1/29/2013		
6.)	2224 - 54th Street	PARCEL #	09-222-36-411-007
	<u>OWNER OF RECORD:</u> SJL Investments LLC 8552 - 37th Avenue Kenosha WI 53142	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	 75.00 300.00 <u>375.00</u>
	Cleanup Date: 1/30/2013		
7.)	1905 - 62nd Street	PARCEL #	05-123-06-231-007
	<u>OWNER OF RECORD:</u> JAM Investment Properties LLC 11120 - 235th Avenue Trevor WI 53179	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	 75.00 125.00 <u>200.00</u>
	Cleanup Date: 2/1/2013		
8.)	2014 - 62nd Street	PARCEL #	05-123-06-229-020
	<u>OWNER OF RECORD:</u> Harambee Housing Project, Inc. 2014 - 62nd Street Kenosha WI 53143	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	 75.00 275.00 6.40 23.56 <u>379.96</u>
	Cleanup Date: 2/5/2013		
9.)	5102 - 23rd Avenue	PARCEL #	09-222-36-182-019
	<u>OWNER OF RECORD:</u> Benjamin Gentile 5102 - 23rd Avenue Kenosha WI 53140	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	 75.00 155.00 6.40 23.18 <u>259.58</u>
	Cleanup Date: 3/13/2013		
10.)	4608 - 24th Avenue	PARCEL #	09-222-36-106-015
	<u>OWNER OF RECORD:</u> Jose Renedo 4608 - 24th Avenue Kenosha WI 53140	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	 75.00 155.00 6.40 22.80 <u>259.20</u>
	Cleanup Date: 3/13/2013		

11.) 1611 - 52nd Street PARCEL # 12-223-31-303-006

OWNER OF RECORD:

Wellspring Rentals LLC
1611 - 52nd Street
Kenosha WI 53140

ASSESSMENT:

Administrative Fee	75.00
Clean up	155.00
Certified Mail	
Newspaper Posting	
TOTAL:	230.00

Cleanup Date: 3/15/2013

CHARTER 26 TOTAL	\$ 3,705.06
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Accounts Payable
Accounts Receivable
Payroll
Purchasing
Risk Management



Main Line: (262) 653-4180
FAX: (262) 653-4190
Email: finance@kenosha.org

Carol L. Stancato
Director of Finance

CITY OF KENOSHA
DEPARTMENT OF FINANCE
625 - 52nd STREET
KENOSHA, WISCONSIN 53140

TO: Finance Committee
Kenosha Common Council

FROM: Carol L. Stancato, Director of Finance 

SUBJECT: Compensation Agreement Between the City of Kenosha and Kenosha County Humane Society

DATE: April 10, 2013

The above referenced agreement was deferred at the Finance Committee and Council meetings of April 1, 2013 in order for the Finance Department to review the agreement and prepare a fiscal note regarding.

The fiscal note is not included for your review due to the following:

1. A review of the language in a couple of the sections warrants review in order to clarify the intent of the agreement.
2. The Finance Department was not able to have a meeting with all of the parties necessary to go through the Compensation section of the agreement to prepare the fiscal note. In addition, I have a few questions regarding the mechanics of the process.

I apologize for not having the information available for you to take action. It is our recommendation that this item be deferred by the Finance Committee one more time for a two week period in order to address the issues outlined above. If you have any questions, please feel free to contact me.

Cc Mayor Bosman
Frank Pacetti

(FINANCE13/Comagreementmemo.4.10.13)

Finance Agenda Item 6.
Common Council Agenda Item K.1.

**COLLECTING OFFICIAL
COMPENSATION AGREEMENT**

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,**

And

**KENOSHA COUNTY HUMANE SOCIETY, INC.,
d/b/a SAFE HARBOR HUMANE SOCIETY
*A Non-Profit Corporation***

THIS AGREEMENT, made and entered into by and between **THE CITY OF KENOSHA, WISCONSIN**, 625 – 52nd Street, Kenosha, Wisconsin, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 625 - 52nd Street, Kenosha, Wisconsin, 53140, hereinafter referred to as ("**CITY**"), and **KENOSHA COUNTY HUMANE SOCIETY, INC. d/b/a, SAFE HARBOR HUMANE SOCIETY**, a Wisconsin non-profit corporation, having its principal place of business at 7811 - 60th Avenue, Kenosha, Wisconsin, 53142, hereinafter referred to as "**SAFE HARBOR**".

WITNESSETH:

WHEREAS, Chapter 14 of the code of General Ordinances, City of Kenosha, permits a "collecting official" to issue a City of Kenosha dog/cat license after collecting a dog/cat licensing fee; and,

WHEREAS, **SAFE HARBOR**, has been designated as a "collecting official" pursuant to Resolution number ____ adopted by the City of Kenosha Common Council; and,

WHEREAS, it is to the mutual advantage of the parties to enter into the Compensation Agreement; and,

NOW, THEREFORE, in consideration of the mutual undertakings, understandings, and agreements hereinafter set forth, **CITY** and **SAFE HARBOR** agree as follows:

A. CITY AGREES AS FOLLOWS:

1. CITY shall distribute tags and license application forms to **SAFE HARBOR**.

2. **CITY** shall compensate **SAFE HARBOR** pursuant to the terms of Section E of this Agreement.

B. SAFE HARBOR agrees as follows:

1. To act as **CITY's** Collection Official for purposes of issuing dog/cat licenses and collecting dog/cat license fees as defined by City of Kenosha Code of General Ordinances Chapter 14.

2. To receive compensation exclusively pursuant to the terms of Section E of this Agreement.

3. Upon payment of the required dog/cat license tax, as defined by City of Kenosha Code of General Ordinances Chapter 14, and upon presentation of evidence that the dog/cat is currently immunized against rabies, and upon completion of the City Application **SAFE HARBOR** shall complete and issue to the owner a license receipt for the dog/cat bearing a serial number and in the form prescribed by the **CITY** stating the date of its expiration, the owner's name and address, phone number, and the name, sex, spayed or unspayed, neutered or unneutered, breed and color of the dog/cat.

4. **SAFE HARBOR** shall keep a duplicate copy of all applications and license receipts issued and forward to the City Clerk a duplicate copy of all applications and license receipts issued, together with all fees collected, monthly. **SAFE HARBOR** shall also create and maintain a list of all licenses issued for the licensing term in a format agreed upon by the parties, to be transmitted monthly to the City Clerk. The list of licenses issued shall include the date issued, the serial number assigned, the expiration date, the owner's name and address, phone number, and the name, sex, spayed or unspayed, neutered or unneutered, breed and color of the dog/cat. All applications, license receipts, license list and fees collected for any month shall be due on the first regular business day of each successive month and shall be returned to the City Clerk, 625 - 52nd Street, Room 105, Kenosha, Wisconsin, 53140.

5. After issuing the license, **SAFE HARBOR** shall deliver to the owner a license receipt, and a tag bearing the same serial number as the license, the name of the county in which issued and the license year.

6. A new tag with a new number shall be furnished to the owner in place of the original upon presentation of the license receipt. In the event a replacement tag is issued, the information shall be recorded on the license records and forwarded to the City Clerk pursuant to paragraph 4 above.

7. At the conclusion of the licensing term, or as designated by the City Clerk, **SAFE HARBOR** shall return all unused application/license receipt forms, a list of licenses issued as specified pursuant to paragraph 4 above, and tags.

8. Upon termination of this Agreement, **SAFE HARBOR** shall return all unused license receipt forms, tags and all license fees collected.

C. TERM.

This Agreement shall be effective, following approval and execution by the parties, for a term of three (3) consecutive licensing terms (license term begins January 1 and concludes December 31 of each year). If this Agreement is executed during a licensing term, the partial licensing term shall count the first of the three consecutive licensing terms. This Agreement shall be automatically renewed for an additional term of three (3) consecutive licensing terms, unless either party provides written notice to the other party of its intent to terminate this Agreement not less than one hundred eighty (180) days before the end of the current term.

D. TERMINATION.

This Agreement shall terminate with or without cause, for any reason whatsoever any time upon written notice of termination from either party provided at least ninety (90) days prior to the termination date. **CITY** maintains the right to terminate the agreement with notice upon material breach by **SAFE HARBOR** prior to the conclusion of any term. Upon notice of termination by either party, **CITY**, by Resolution, shall remove **SAFE HARBOR** as “collecting official” for purposes of Chapter 14 of the Code of General Ordinances, City of Kenosha.

E. COMPENSATION.

During the term of this Agreement, **CITY** shall compensate **SAFE HARBOR** for services provided as follows:

1. Collected Fees. **CITY** shall pay (share with) **SAFE HARBOR** one-half (½) of all license and tag late fees collected, irrespective of whether the fees are collected by **CITY** or by **SAFE HARBOR**. Reconciliation shall be made semi-annually on June 30th and December 31st of each license term. Payment shall be made within thirty (30) days of the reconcile date, provided **SAFE HARBOR** is not in breach of the Agreement terms. No payment shall be made while in breach of the Agreement.

2. Collected Chapter 14 Forfeitures. **CITY** shall pay (share with) **SAFE HARBOR** one-half (½) of municipal court forfeitures collected for any Chapter 14 code violations. Court forfeitures do not include associated fees collected which include penalty assessments, crime lab fees, jail assessments, formal court costs, or those forfeitures collected pursuant to formal civil collection procedures. Reconciliation shall be made semi-annually on June 30th and December 31st of each license term. Payment shall be made within thirty (30) days of the reconcile date, provided **SAFE HARBOR** is not in breach of the Agreement terms. No payment shall be made while in breach of the Agreement.

F. LICENSE FEES/LATE FEES.

License fees and late fees for dog/cat licenses shall be defined by Chapter 14 of the Code of General Ordinances, City of Kenosha. **SAFE HARBOR** shall collect the correct fee/late fee upon issuance of a license and tag for each license term. **SAFE HARBOR** shall confirm the license fees and late fees for dog/cat license with the City Clerk for each licensing year subject to this Agreement. If **SAFE HARBOR** fails to collect the correct license/late fee, any resulting deficiency will be deducted from **SAFE HARBOR's** compensation.

G. MODIFICATION OF AGREEMENT.

Notwithstanding any other provision of this Agreement, the parties may mutually modify this Agreement in writing, and they shall agree in such written modification to their respective rights and obligations upon modification.

H. NOTICES.

All notices required to be given by either party shall be given by certified or registered mail delivered to the following addresses:

If to **CITY**: City Clerk/Treasurer
Municipal Building, Room 105,
625 - 52nd Street
Kenosha, WI 53140;

with copies to: City Attorney
Municipal Building Room 201,
625 - 52nd Street
Kenosha, WI 53140.

If to **SAFE HARBOR**: Kenosha County Humane Society, Inc.
d/b/a Safe Harbor Humane Society
7811 - 60th Avenue
Kenosha, WI 53142

I. SEVERABILITY.

Each paragraph of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be held to be ineffective or invalid, that provision shall be deemed amended to achieve as nearly as possible the same effect as the original provision, and the effectiveness and validity of the remaining provisions shall not be affected or impaired. No provision of this Agreement shall be interpreted against a party because that party drafted the provision.

J. NEGATION OF JOINT VENTURE.

Nothing contained in this Agreement shall constitute or create a partnership or joint venture between the parties.

K. APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of Wisconsin.

L. ENTIRE AGREEMENT.

The Agreement is the entire and only compensation agreement for collecting official between the parties and supersedes all prior understandings and practices between the parties.

This Agreement will be executed as follows:

By **CITY** on the _____ day of _____, 2013

KEITH G. BOSMAN, Mayor

DEBRA SALAS, Clerk/Treasurer

By **SAFE HARBOR** on the _____ day of _____, 2013.

KENOSHA COUNTY HUMANE SOCIETY, INC.
d/b/a SAFE HARBOR HUMANE SOCIETY

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

CONTRACT TO RAZE BUILDING(S) AND RESTORE LOTS

3712 50th Street (Madrigrano Building), Tax Key No. 09-222-36-230-008

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,**

And

**Azarian Wrecking LLC,
A Wisconsin Limited Liability Company**

THIS AGREEMENT, Made and entered into by and between the **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Finance, hereinafter referred to as "**CITY**", and **AZARIAN WRECKING LLC**, a Wisconsin Limited Liability Company, with its principal place of business located at 726 Water Street, Racine, Wisconsin 53403, hereinafter referred to as "**CONTRACTOR**".

W I T N E S S E T H:

WHEREAS, **CONTRACTOR** has submitted to **CITY** a written proposal to raze one (1) building and to restore the lot according to the Specifications and Special Conditions contained in the Request for Proposals, and **CITY** has accepted said Proposal, subject to **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, **CITY** and **CONTRACTOR** agree as follows:

1. DEFINITIONS.

- a.** "**CITY**" shall mean the City of Kenosha, Wisconsin.
- b.** "**CITY ADMINISTRATOR**" shall mean the City of Kenosha City Administrator and includes designees.
- c.** "**CONTRACT**". The following documents comprise the complete Contract: Request for Proposals, Proposal, Site Inspection Reports, Executed Contract, Environmental/Special Reports, Instructions, Specifications and Special Conditions, Performance Bond, Certificates of Insurance, Permit to Raze, State Notifications and Approvals, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Finance and are incorporated into this Contract by reference.
- d.** "**CONTRACTOR**" shall mean the party who proposed to do Work herein described whose Proposal was accepted by **CITY** Director of Finance. The term shall include approved subcontractors.

e. **"WORK"** means any contractual endeavor undertaken by **CONTRACTOR**, by itself and through approved subcontractors, to accomplish asbestos remediation, the razing of specified building(s), including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the remediation, razing and restoration.

f. **"OVERPAYMENT"** means any money **CONTRACTOR** received which **CONTRACTOR** was not entitled to receive under this Agreement, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was redone or replaced and accepted by **CITY**.

2. **WORK TO BE PERFORMED BY CONTRACTOR AND PRICE/COST.**

CONTRACTOR, for the sum of Sixty-One Thousand Six Hundred Eighty-Five Dollars and Zero Cents (\$61,685.00), will perform and complete, or will cause to be performed and completed, all Work defined in this Contract, in a good and workmanlike manner, in accordance with and subject to the provisions of this Contract. Work shall consist of razing building(s) and lot restoration on the following parcels:

- a. **3712 50th Street, (Madrigrano Building), Kenosha, Wisconsin 53144
Tax Parcel No. 09-222-36-230-008**

Description: A 1.5 story wood framed building consisting of approximately 8,000 square feet together with a partial basement.

Work shall be performed in accordance with Instructions, Specifications and Special Conditions. In the event of a conflict between this Contract and the Specifications and Special Conditions, the Specifications and Special Conditions, will control and supersede an inconsistent Contract provision.

3. **COMMENCEMENT AND DILIGENT PROSECUTION OF WORK.**

CONTRACTOR will prosecute Work diligently until fully complete in accordance with this Contract. **CONTRACTOR** shall obtain required permits and commence demolition within fifteen (15) days of full execution of this contract. Demolition work is to be completed within sixty (60) days of the start of the demolition. All other work to be completed no later than June 1, 2013.

CONTRACTOR, in the event of a dispute respecting quantity or quality of Work, shall not refuse to perform Work and shall not delay the performance of Work pending the resolution of said dispute. Arbitration is not herein provided for and unresolved disputes may be settled through the Courts.

Where the progress of the Work was delayed such that the Work will not be completed on time, and **CONTRACTOR** was not responsible for such delay, **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the City Administrator, in writing, prior to the time for Contract completion. Should City Administrator grant an extension, **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should City Administrator determine that the Work will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such

request was not justified, City Administrator shall provide **CONTRACTOR** with written notice requiring **CONTRACTOR** to take such extraordinary measures as may be required to complete Work on time, or as close to on time as possible. The failure of **CONTRACTOR** to take such extraordinary measures shall be grounds for **CITY** to suspend Work by **CONTRACTOR** and take such other measures as will assure completion of Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing herein contained shall prevent City Administrator from stopping the **CONTRACTOR** from proceeding with Work beyond the time set for the completion date where the completion date was not extended.

4. **CONTRACT TERM.** The term of this Contract shall be from the date of execution until each of the following:
 - a. Respecting Work, until completion and acceptance.
 - b. Respecting warranty, until expiration of warranty term.
 - c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of Statute of Limitations where no claims filed.

5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligation under this Agreement, the non-breaching party shall thereupon have the right to terminate the Agreement by giving a ten (10) day written notice to the breaching party of such breach. The notice shall also specify the date of the termination in the event the breaching party fails to remedy the breach to the satisfaction of the non-breaching party.

CONTRACTOR shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of City Administrator, except as necessary

to cure the default, but in no case shall **CONTRACTOR** perform any Work or remediation beyond the ten (10) day period to cure without the written permission of the City Administrator.

6. **PERFORMANCE AND PAYMENT BOND/ASSURANCE.** **CONTRACTOR** shall prior to approval of the Contract by Common Council obtain a Performance and Payment Bond or other assurance required by **CITY**, in a form approved by the **CITY**, in the sum of the accepted Proposal. **CONTRACTOR** understands that **CITY** may file a claim against this bond or assurance should any of the provisions of this Contract not be faithfully and timely performed by **CONTRACTOR**.

7. **CITY ADMINISTRATOR DECISION FINAL.** Should any dispute arise at any time between **CONTRACTOR** and **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of Work, or as to the quality of Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of City Administrator shall be final and conclusive, until and unless set aside by a Court of law.

CONTRACTOR agrees that should any decision of the City Administrator be challenged in Court, the Court may only set aside a decision of the City Administrator if it is wholly arbitrary and capricious and/or made in complete disregard of disputed facts.

8. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with Work as will assure professional quality of Work and a rate of progress which will assure the timely completion of Work. **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform Work.

9. **SUSPENSION OF WORK BY CITY.** City Administrator shall have authority to suspend Work where he/she believes that **CONTRACTOR** is not performing Work in accordance with this Contract. **CONTRACTOR** shall have no right to either additional compensation for delay or a right to an extension of time to complete Work where Work is suspended by City Administrator for good cause.
10. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend Work for a period of time, the deadline for completion of Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits Work, this Contract shall be null and void as of the date such injunction, Court order or judgment becomes final, although **CONTRACTOR** shall be entitled to reasonable compensation for Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of Work, this Contract shall be deemed modified in accordance therewith and compensation of **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of Work.
11. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of Work identified in **CITY** Request for Proposals. Increases in the scope of Work shall result in a determination of **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders shall be approved by the **CITY**, and by **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in **CITY** Department of Finance, and incorporated into this Contract by reference. Should **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided City Administrator attaches thereto a written report so indicating.
12. **CLAIMS AND DEADLINES FOR ADDITIONAL COMPENSATION.** Any claim by **CONTRACTOR** for additional compensation arising out of extenuating circumstances not covered by this Contract shall be submitted, in written form, to the City Administrator within fourteen (14) calendar days of the event giving rise to or forming the basis for such claim, or be deemed forever waived. When the claim for additional compensation involves work which will be covered and unavailable for inspection within said fourteen (14) day period of time, then **CONTRACTOR** shall promptly provide City Administrator with informal notice and an opportunity for inspection although a formal claim need not be filed earlier than as above provided. **CONTRACTOR** further has a duty to, from time to time, notify City Administrator of any facts or events which may lead to a claim for additional compensation as soon as **CONTRACTOR** is aware of such facts or events.
13. **WAIVER OF RIGHTS.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

14. **SUBCONTRACTORS, MAJOR SUPPLIERS, AND MATERIAL DUMPING OR DISPOSAL SITES.** **CONTRACTOR** will only use subcontractors, major material suppliers and dumping or disposal sites, which are listed in this Contract. Major material suppliers shall be those providing over \$5,000.00 in materials. Any changes in said list must be requested in writing and approved by **CITY**. **CONTRACTOR** is responsible for the Work of subcontractors and for delays in Work occasioned thereby.

CONTRACTOR has a duty to remove and replace subcontractors whose involvement in Work will result in a breach of this Contract.

15. **CONTROL AND PROTECTION OF WORK SITE.** **CONTRACTOR** shall be responsible for the control and protection of Work site from commencement of Work until Work is completed. **CONTRACTOR** shall keep the site secure and inaccessible to the public.

16. **SALVAGE RIGHTS.** **CONTRACTOR** shall have all salvage rights by virtue of this contract.

17. **WARRANTY.** **CONTRACTOR** will replace any Work which is defective or not in conformity with this Contract at no cost to **CITY** for a period of one (1) year after final acceptance of Work by **CITY**.

18. **CITY COOPERATION.** **CITY** will reasonably cooperate with **CONTRACTOR** to facilitate **CONTRACTOR'S** performance of Work. **CONTRACTOR** will provide reasonable notice to **CITY** when the assistance thereof is requested. However, **CITY** has no obligation to supervise or perform any part of Work.

Following the removal of all asbestos but prior to commencing demolition, **CONTRACTOR** shall contact the Kenosha Fire Department to coordinate fire training exercises at the subject locations. Every effort shall be made by the Kenosha Fire Department to expedite and coordinate these training exercises with the **CONTRACTOR** so that there is not undue delay.

19. **GOVERNMENTAL PERMITS AND APPROVALS.** **CONTRACTOR** is fully responsible, at **CONTRACTOR'S** cost and expense, to procure such permits and approvals as may be required from any governmental body, including the **CITY**, as a precondition to the performance of Work, including, but not limited to, Razing Permit and permits to temporarily obstruct streets, and a demolition permit from the State of Wisconsin, Department of Natural Resources, where an exemption is not applicable.

20. **LAW, RULES AND REGULATIONS.** **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.

21. **CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although **CONTRACTOR** performs Work as an independent contractor, City Administrator shall have the right to request **CONTRACTOR** to remove and replace any of **CONTRACTOR'S** employees involved in Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with Work. **CONTRACTOR** will comply with any reasonable request.

22. **CONTRACTOR**, at all times Work is being performed, shall assign an employee or agent on the Work site to be the person to whom City Administrator may furnish instructions or orders, or

make inquiries of at all times when Work is being performed. The name of such employee or agent shall be submitted to City Administrator, in writing, upon commencement of Work.

23. **WATER USE. CONTRACTOR** has the obligation of arranging with the Kenosha Water Utility for the use of water and and may not use any Kenosha Water Utility hydrants or other water source without making arrangements in advance.

CONTRACTOR, where water is required, will be required to obtain a Hydrant Permit and meter from the Kenosha Water Utility, 4401 Green Bay Road. A deposit and fee will be required to be paid by **CONTRACTOR**.

24. **SANITATION AND HEALTH. CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking such Work site precautions as will deter the spread of infectious diseases. **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee public health, safety or welfare.

25. **INSPECTION. CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that Work is in conformance with the Contract. However, only City Administrator can reject Work. The use of inspectors by **CITY** shall not relieve **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective work shall not waive any rights of City Administrator to have

CONTRACTOR take corrective action at **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects, when discovered. The use of inspectors by **CITY** shall not relieve **CONTRACTOR** of its duty to maintain a safe workplace.

26. **WORKMANSHIP.** Workmanship shall conform to the best standard practice in Southeastern Wisconsin. Equipment and procedures used must be suitable to and compatible with the nature of the Work, Work site and prevailing year-round weather conditions which affect Work and the Work site.

27. **UTILITIES. CONTRACTOR** has the obligation of obtaining utility locations, clearances, hookups or cutoffs directly from the relevant utility at **CONTRACTOR'S** cost and expense.

28. **CLEANUP. CONTRACTOR** shall at all times keep the site and off-site areas related to Work, including all right-of-ways, streets, highways, alleys and private or public property adjacent to the Work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of Work.

Within ten (10) days after the completion of Work, **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the Work site and off site areas related to Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should **CONTRACTOR** neglect any such duty, City Administrator may cause any such Work to be performed at **CONTRACTOR'S** cost and expense.

29. **FOUNDATIONS AND EXCAVATIONS.** **CONTRACTOR** assumes all risks and costs and expenses associated with foundations and excavations, whether actual or, where in **CITY's** opinion, there exists potential of (1) collapse, (2) damage to abutting public or private property and (3) problems associated with subsurface or surface waters, ice or snow. An inspection by **CITY** shall be performed prior to backfilling. **CONTRACTOR** shall coordinate with the Department of Public Works in performing said inspection. Should said inspection, in **CITY's** opinion, indicate any potential of (1) collapse, (2) damage to abutting public or private property and (3) problems associated with subsurface or surface waters, ice or snow, **CONTRACTOR** shall undertake any action requested by **CITY** to address said concerns.
30. **PAYMENT OF EMPLOYEES, MINIMUM WAGE SCALE, SUBCONTRACTORS AND SUPPLIERS.** **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this Contract and **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Finance. **CONTRACTOR**, under Section 5.10 of the City of Kenosha Code of General Ordinances, is required to pay their employees in accordance with a minimum wage scale determined by the State Department of Workforce Development whenever demolition costs for a building exceed Ten Thousand (\$10,000.00) Dollars. The **CONTRACTOR** shall keep full and accurate records, clearly indicating the name and trade or occupation of every laborer, worker, or mechanic employed in connection with the Project, and an accurate record of the hours worked by each employee and the actual wages paid therefor. **CONTRACTOR** shall submit an affidavit with the final request for payment stating it has complied with all the prevailing wage conditions.
31. **LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that **CONTRACTOR** fails to fully and completely perform Work within the time limit or time extension provided, **CONTRACTOR** shall pay to **CITY** for such default the sum of Five Hundred (\$500.00) Dollars per day, for each and every day's delay in the fulfillment of this Contract provision.
- This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due **CITY** from **CONTRACTOR**.
32. **RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** **CONTRACTOR** recognizes the right of **CITY** to suspend Work, to order the revision of nonconforming Work, to relet all or part of Work or to itself perform such Work as may be required to ensure the timely completion of Work or to replace improper or defective Work, as determined necessary by City Administrator. However, none of the above shall relieve **CONTRACTOR** of its obligations under this Contract.
33. **OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT.** **CONTRACTOR** will promptly, upon receipt of written demand from City Administrator, refund any overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall pay **CITY** interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full.

Should **CONTRACTOR** owe **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to Work under this Contract, **CONTRACTOR** authorizes **CITY** to deduct said amount from any payment due **CONTRACTOR** hereunder.

34. **SAFETY PRECAUTIONS.** **CONTRACTOR**, during the performance of Work, shall assume control of the Work site and put up and properly maintain, at **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make Work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with Work, during both day and night hours. City Administrator may order **CONTRACTOR**, by a time or date certain, to take designated safety measures and the parties recognizing the importance of maintaining the safety of the work site agree that the failure of **CONTRACTOR** to promptly obey said order shall result in a penalty of Five Hundred (\$500.00) Dollars per day for each day said order is not complied with. **CONTRACTOR** shall be fully responsible for making the Work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of City Administrator or **CITY** inspectors or lack thereof, in this regard. **CONTRACTOR** shall check warning and safety devices on a daily basis. In the event of this Contract's termination prior to completion of work, **CONTRACTOR** shall continue to be responsible for maintaining the safety of the work site until relieved of this obligation by City Administrator or another contractor takes possession of the work site.
35. **PAYMENT – ACCEPTANCE OF WORK.** Payment shall be made by **CITY** upon completion of Work and submission of invoice to **CITY** Director of Finance, within fifteen (15) days after City Administrator executed a document accepting Work as being performed in accordance with this Contract, subject to the following.
- Payment will not be made for so long as any order relative to seeking compliance with the Contract made to **CONTRACTOR** by City Administrator is not complied with. Payment will be reduced by the amount of any claim which **CITY** may have against **CONTRACTOR** for improper, defective or rejected work; liquidated damages due to delay in the scheduled Work completion; penalties for failure to take safety precautions; setoffs authorized by this Contract; or for any other primary liability of **CONTRACTOR** for which **CITY** could be secondarily liable, which secondary liability was not assumed by **CITY** under this Contract.
 - Work shall not be accepted by City Administrator until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and lien waivers or releases have been procured and filed with the **CITY'S** Community Development and Inspections Department.
36. **INDEPENDENT CONTRACTORS, WORKERS' AND UNEMPLOYMENT COMPENSATION.** **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.
37. **PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or

sublet any Work without the express written approval of City Administrator and CITY is not liable for any costs and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the City Administrator as of the date thereof, and CITY will not be obligated to pay to CONTRACTOR any money for any work performed by an unauthorized party. However, if this Contract is voided, CONTRACTOR will continue to be responsible for maintaining the safety of the Work site until relieved of this obligation by City Administrator or until another contractor takes possession of the Work site. The CONTRACTOR will be responsible for any cost, loss, expense or damages the CITY may incur in enforcing this provision.

38. **INDEMNITY AND HOLD HARMLESS AGREEMENT.** CONTRACTOR agrees that it will, at all times relevant to this Contract, defend, indemnify and hold harmless CITY and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of (1) any action taken or not taken by CITY or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by CONTRACTOR or (2) the willful or negligent act or omission of CONTRACTOR, its subcontractors, suppliers, assigns, employees, officers, agents or representatives, resulting in any person or party suffering or sustaining personal injury, death or property loss or damage, or a violation of any other right protected by law.

39. **INSURANCE.** CONTRACTOR and subcontractors shall procure and maintain, during the Term of this Contract, insurance policies, as hereinafter specified. Said policies must be issued by an insurance company or companies authorized and licensed to do business in the State of Wisconsin. The insurance policy or policies shall name the CITY as an additional insured and contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the CITY will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. CONTRACTOR, prior to executing this Agreement, shall furnish to the Department of Finance: (1) Certificate of Insurance(s) and endorsement(s) indicating compliance with this Section, including the naming of CITY as "additional insured", and (2) proof of payment of premium. If for any reason, the insurance coverage required herein lapses, CITY may declare this Contract null and void as of the date no valid insurance policy was in effect. Throughout the duration of this Contract certificates of policy renewals shall be furnished to CITY within five (5) days of any such request. Should CONTRACTOR or any other subcontractors fail to furnish, deliver and maintain such insurance coverage as provided herein, CITY may terminate this Contract pursuant to Section 5. The failure of CONTRACTOR or any subcontractors to take out and/or maintain the required insurance shall not relieve CONTRACTOR from any liability under this Agreement.

The following insurance coverages must be in effect and continue in effect during the term(s) of this Agreement in not less than the following amounts:

a) **Commercial General Liability**

i. Bodily Injury:

\$1,000,000.00, Per Occurrence

\$2,000,000.00, Aggregate

ii. Property Damage
\$500,000.00, Per Occurrence

-or-

\$2,000,000.00, Combined single-limit

b) Automobile Liability (owned, non-owned, leased)

Combined Single Limit:
\$1,000,000.00

c) Excess Umbrella Liability:

Minimum limit of \$3,000,000.00. Said umbrella policy shall provide the same protection and coverage as the Commercial General Liability Policy and shall not have any exclusions or limits not identified in the Commercial General Liability Policy.

d) Pollution Legal Liability:

Minimum liability of \$2,000,000.00

e) Worker's Compensation: Statutory Limits:

- i. Employer's Liability
 - \$100,000.00 Each Accident
 - \$100,000.00 Disease, Each Employee
 - \$500,000.00 Disease, Policy Limit

- 40. **COOPERATION.** **CONTRACTOR** shall cooperate with representatives of any and all Local, Federal or State agencies having authority over or providing funding for Work. Further, although **CONTRACTOR** has possession of Work site, it shall permit **CITY** employees and representatives, and employees and representatives of any Federal or State funding agency to have reasonable access to Work site at all times.
- 41. **SEVERABILITY.** It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.
- 42. **NONDISCRIMINATION.** In the performance of Work under this Contract, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs or student status. Work is to be performed in accordance with the Federal Americans With Disabilities Act.

- 43. **NO THIRD PARTY BENEFICIARIES.** This Contract is intended to be solely for the benefit of the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees of either of the parties.
- 44. **FULL AGREEMENT – MODIFICATION.** This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that **CITY** Director of Finance must approve any amendment of this Contract.
- 45. **NOTICES.** Notices required by or relevant to this Contract shall be furnished by **CONTRACTOR** to **CITY** by personal service or by certified mail with return receipt, sent or delivered to the City Administrator with copies to the Director of Finance and City Attorney, 625 52nd Street, Kenosha, Wisconsin 53140.

Notices required by or relevant to this Contract shall be furnished by **CITY** to **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

Sam Azarian,
 Owner/Member,
 Azarian Wrecking, LLC
 726 Water Street,
 Racine, WI. 53403

Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

- 46. **EXECUTION AUTHORITY.** **CITY** and **CONTRACTOR** each certify that they have the authority under their respective organizational structure and governing laws to execute this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Contract on the dates below given.

**CITY OF KENOSHA, WISCONSIN,
 A Wisconsin Municipal Corporation,**

By: _____
 KEITH G. BOSMAN, Mayor

Date: _____

By: _____
 DEBRA SALAS,
 City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2013, **KEITH G. BOSMAN, Mayor**, and **DEBRA SALAS, City Clerk/Treasurer** of **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

AzarianWrecking, LLC:
A Wisconsin Limited Liability Company,

BY: _____
Sam Azarian, Owner/Member

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2013, Sam Azarian, Owner/Member of Azarian Wrecking, LLC, a Wisconsin Limited Liability Company, to me known to be such Owner/Member of said Limited Liability Company, and acknowledged to me that the executed foregoing instrument as such Owner/Member as the contract of said corporation, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

u2/acct/fin/kmarkw/SHARE.FIN/azariancontractmadrigrano.doc

LENDER SERVICES AGREEMENT

By and Between

**THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,**

and

**Talmer Bank and Trust
A Michigan Chartered Bank
8700 75th Street
Kenosha, Wisconsin**

**For the Administration of the Housing and Economic Loan Program
(H.E.L.P.)**

THIS AGREEMENT, made and entered by and between the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, hereinafter "**CITY**", and **Talmer Bank and Trust**, a Michigan Chartered Bank, hereinafter "**BANK**".

WHEREAS, the purpose of the Housing and Economic Loan Program is to make housing rehabilitation mortgage loans to homeowner occupants on a city-wide basis; and,

WHEREAS, the mortgage loans to be originated under the H.E.L.P. Loan Program will be up to a maximum of Seven Thousand Five Hundred (\$7,500.00) Dollars with loan interest rate, term and repayment requirements more particularly set forth in this Agreement; and

WHEREAS, **BANK** has agreed to administer the H.E.L.P. Loan Program as the designated lender.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the **CITY** hereby agrees to designate **BANK** as its agent to provide the lender and housing inspection services as outlined in this Agreement.

1. Lender Designation. The **CITY** hereby designates **BANK** as its agent for receipt of the designated H.E.L.P. Loan Funds and to administer the H.E.L.P. Loan Program.

2. Transfer of Housing and Economic Loan Program (H.E.L.P.). The **CITY** will transfer the H.E.L.P. Loan Program from TruStone Financial Federal Credit Union formerly known as AM Community Credit Union to the **BANK** for administration pursuant to this Agreement. The transfer will include all funds in the H.E.L.P. Loan Fund and all H.E.L.P. Loan Program receivables evidenced by the entire H.E.L.P. Loan Program mortgage loan portfolio at the time of transfer. The balance in the H.E.L.P. Loan Fund available for lending as of December 31,

2012 was \$200,227.16. The H.E.L.P. Loan Program mortgage loan receivables evidenced by the mortgage loan portfolio as of December 31, 2012 were \$235,268.00. CITY reserves the right to increase or decrease the balance in the H.E.L.P. Loan Fund available for lending at CITY's sole discretion. CITY acknowledges and agrees that BANK has not conducted a due diligence investigation of any of the documents pertaining to the mortgage loan receivables, and that BANK shall not be responsible for any act or omission of any prior administrator of the H.E.L.P. Loan Program mortgage loan portfolio.

3. Timing of Program Transfer. The CITY will transfer the H.E.L.P. Loan Program to BANK upon approval of this Agreement by the City of Kenosha Common Council and BANK and upon execution of this Agreement by the parties. Within five (5) business days following execution of this Agreement by the parties, the funds in the H.E.L.P. Loan Fund available for lending as of the date of transfer will be transferred to BANK. Within ninety (90) days following execution of this Agreement by the parties, the H.E.L.P. Loan Program mortgage loan receivables evidenced by the mortgage loan portfolio will be transferred to BANK by completion and conversion of the H.E.L.P. Loan Program mortgage loan portfolio servicing transfer from TruStone Financial Federal Credit Union to BANK.

4. H.E.L.P. Loan Fund Investment by Lender. The H.E.L.P. Loan Funds will be invested by BANK only in its overnight sweep account.

All H.E.L.P. Loan Funds will be continuously available to qualified Borrowers, unless such funds are exhausted.

Earned interest from investments and maintenance fees from the H.E.L.P. Loan Fund will be maintained in a separate fund by BANK to offset the cost of administering the H.E.L.P. Loan Program, including personnel costs, marketing costs, loan closings, rehabilitation inspection process, fund disbursements, loan portfolio management, program reporting and other miscellaneous administrative expenses. Fund earnings in excess of administrative and overhead expenses may be retained by BANK.

5. Duties of BANK.

- a. BANK will provide sufficient organization, personnel, management and training to administer the H.E.L.P. Loan Program as outlined in this Agreement.
- b. BANK will process and review loan applications from any potential Borrower in order to determine eligibility for the Program.
- c. BANK will obtain from the Borrower all documents and information required for the application and receipt of a H.E.L.P. Loan.
- d. BANK will perform all investigation and verification of the Borrower's application, including, home ownership status and credit worthiness for underwriting the mortgage loans to be made through this Program.
- e. BANK will charge the following loan fees which shall be disbursed or retained by BANK, as appropriate:

- (1) Title search fee*
- (2) Floodplain certification fee*
- (3) Recording fee*
- (4) Lien release fee*
- (5) Inspection fee, One Hundred (\$100.00) Dollars*
- (6) Loan processing fee, Two Hundred (\$200.00) Dollars per H.E.L.P. Loan closed **
- (7) Except as otherwise provided in this Agreement, a loan in repayment maintenance fee of ½ of 1% (0.5%) annual interest rate on the outstanding loan balance to be added to the Borrower's monthly payment.***

* These fees will be charged to the Borrower and may be financed as part of the H.E.L.P. Loan.

** These fees shall be charged to the H.E.L.P. Loan Program Fund and not to the Borrower.

*** These fees will be charged to the Borrower pursuant to the terms of this Agreement.

BANK will be responsible for filing and recording all liens as well as all lien releases as appropriate for all loans made through this Program.

f. BANK's Rehabilitation Inspector will make arrangements with the Borrowers to complete a Scope of Work Write-Up and cost estimate which will be provided to the Borrower. The **BANK** will direct the Borrower to use the Scope of Work Write-Up to obtain contractor estimates.

g. BANK's Rehabilitation Inspector will conduct a final inspection and approval of the completed work prior to releasing payment.

h. BANK may establish their own list of qualified contractors to provide to Borrowers when obtaining their rehabilitation work estimates. The **CITY** will not be providing a list of qualified contractors, but will be able to provide a list of licensed contractors to **BANK**.

i. BANK will close all H.E.L.P. Loans and record all mortgages.

j. BANK will manage all H.E.L.P. Loans originated, including loan repayment servicing, payment notices to Borrowers and accounting. **BANK** will calculate, collect and maintain accounting for late payment fees and any interest penalties due after maturity lapse or acceleration of the mortgage note in accordance with paragraph 15 of this agreement. **BANK** will also process mortgage subordinations approved by the **CITY**, respond to loan payoff requests, and process mortgage satisfactions as required. **BANK** will also provide notice to **CITY** of all mortgage loan foreclosures and provide **CITY** with all pleadings relating to any foreclosure proceedings.

k. BANK will verify that all contractors employed by the Borrowers are fully insured in accordance with the contractor requirements listed in the TID Rehabilitation Loan Program Guidelines and Requirements.

l. BANK shall disburse funds from the mortgagor's escrow account only upon

completion of the required rehabilitation work, after all required final inspections, receipt of all lien waivers, and approval of the Borrower.

m. BANK will send each Borrower a Residency Certification letter by certified mail. The Residency Certification letter will request that the Borrower sign and return the letter to **BANK** certifying that Borrower continues to occupy the dwelling improved through the H.E.L.P. Loan Program. **BANK** will mail a Residency Certification letter to each Borrower annually from the date of their H.E.L.P. loan closing.

n. BANK shall provide a monthly program report for the first six (6) months and quarterly reports thereafter, to the **CITY** to include the following information:

1. H.E.L.P. Loan applicant's address
2. Date of H.E.L.P. Loan application
3. Loan application status (approved / denied) and reason for denial
4. Loan Closing Date
5. H.E.L.P. Loan amount
6. Project completion date
7. Borrower's gross household income
8. Type of work financed:
 - a.) Emergency repair
 - b.) Code related repair
 - c.) Non-emergency, non-code related repair
9. Improvement Description (i.e., re-roof, general exterior repairs, gutters, windows/doors, plumbing, HVAC, electrical, garage, concrete work, fencing, etc.)
10. How work was accomplished: by contractor or by owner
11. Additional home repair financing provided by **BANK**, if any
12. H.E.L.P. Loan fund bank statements

6. Duties of CITY.

a. The **CITY** agrees to provide training to **BANK's** Rehabilitation Inspector in regard to the City of Kenosha Property Maintenance Code (Chapter XVI of the City of Kenosha Code of General Ordinances as may be amended from time to time) and conducting initial property inspections to determine the scope of work, including the required Property Maintenance Code related work to be addressed with any H.E.L.P. Loan proceeds.

b. The **CITY** will participate with **BANK** to market the H.E.L.P. Loan Program to homeowners.

c. The **CITY** will designate and make available at all times at least one authorized **CITY** representative for the **BANK** to contact to address any questions, and to provide any authorizations requested by **BANK** arising under this Agreement.

7. Availability of H.E.L.P. Loan Funds. H.E.L.P. Loan Funds will be available to homeowner occupants on a city-wide basis. Employees of **CITY**, elected officials of **CITY** and employees of **BANK** will not be eligible to participate in the H.E.L.P. Loan Program.

8. H.E.L.P. Loan Program Application. H.E.L.P. loan applications must be mailed or dropped off in person at **BANK's** main office or branch offices. H.E.L.P. loan applications must include a letter from the Borrower stating the need and purpose for the H.E.L.P. Loan. Applications received will have the date and time of receipt noted on the application by **BANK**.

9. H.E.L.P. Loan Funding Priority. Priority in funding applications for a H.E.L.P. Loan will be subject to the following order:

a. Applicants whose applications contain an emergency type repair affecting the health and safety of the household or the integrity of the home;

b. Applicants whose applications contain a code complying repair addressing current or potential violations of the City of Kenosha Property Maintenance Code (Chapter XVI of the City of Kenosha Code of General Ordinances as may be amended from time to time);

c. Applicants whose applications contain neither an emergency type repair nor a code complying repair in the order in which the applications are received by **BANK**.

10. H.E.L.P. Loan Income Eligibility. Applicants for H.E.L.P. Loans will have no income restrictions other than the ability to repay the H.E.L.P. Loan according to lending industry standards utilized by **BANK**.

11. H.E.L.P. Loan Equity Requirements. Applicants for H.E.L.P. Loans will not be required to have any home equity.

12. H.E.L.P. Loan Amount. Loans to be originated under the H.E.L.P. Loan Program will be made up to a maximum of Seven Thousand Five Hundred (\$7,500.00) dollars per owner-occupied property.

13. H.E.L.P. Loan Terms. H.E.L.P. Loans will be for a term of ten (10) years and amortized over eight (8) years. Loan payments shall be deferred for the first two (2) years. Equal monthly payments of principal and interest at the rate of three (3) percent per year shall begin in year three (3) and continue for a period of eight (8) years. During the first two (2) years of the Loan, **BANK** shall not be entitled to any maintenance fee unless a loan payment is made by the Borrower in which case the **BANK** shall be entitled to a maintenance fee payable by the Borrower in the amount of ½ of 1% (0.5%) annual interest rate on the outstanding principal balance from inception of the Loan until the loan payment. Beginning in year three (3) of the Loan, a loan in repayment will incur a maintenance fee of ½ of 1% (0.5%) annual interest rate on outstanding Loan balance which will be added to the Borrower's monthly payment to cover the Loan servicing costs.

14. Payment of H.E.L.P. Loan Upon Sale or Transfer of Property. H.E.L.P. Loans shall be fully repaid upon sale or transfer of the property or when the Borrower no longer resides at the property.

15. Late Fees and Interest Penalties. All unpaid principal on H.E.L.P. Loans will bear interest after maturity of the mortgage and terms of the promissory note, whether occurring through lapse or acceleration, at the rate of twelve percent (12%) interest per year until paid.

Interest penalties on all unpaid principal after maturity of the promissory note is to be returned to the H.E.L.P. Loan Fund to be used for new loan originations.

If any monthly installment payment is not made on or before the 15th day after its due date, **BANK** may collect and retain a delinquency charge of Twenty (\$20.00) Dollars to be charged to the Borrower. **BANK** shall notify the Borrower in writing of late payment penalty charges.

Consequently, the only fees to be retained by **BANK** under this Agreement are (i) the ½ of 1% (0.5%) maintenance fee as specified in paragraph 13 and the aforementioned Twenty (\$20.00) Dollar delinquency charge.

16. Reuse of H.E.L.P. Loan Repayments. **BANK** shall reuse repaid Program loan funds, including principal and interest, but excluding the 0.5% loan maintenance fee and the aforementioned Twenty (\$20.00) Dollar delinquency charge, to originate new H.E.L.P. Loans.

17. Books and Records. **BANK** shall maintain a complete set of books and records as to all such loans funded through the H.E.L.P. Loan Program. **BANK** shall retain the physical possession of the loan documents. The **CITY** shall have the right at any reasonable time during normal business hours of **BANK** to have access to and examine any and all books, records, and documents relating to any loan made with the H.E.L.P. Loan Program funds as well as books, records and documents relating to the investment and earnings of the H.E.L.P. Loan Fund.

18. Restriction on Transfer. **BANK** shall not sell, transfer, encumber, or assign the **CITY's** interest in any of the loans subject to the terms of this Agreement without the written consent of the **CITY**. Neither party may assign any rights or obligations hereunder without the prior written consent of the other party.

19. Loan Default/Foreclosure. In the case of a foreclosure or loan default, **BANK's** reasonable and customary costs to recover the H.E.L.P. mortgage loan funds may be paid from H.E.L.P. Loan Fund earnings. **BANK** will provide the **CITY** with documentation of the foreclosure recovery costs including, attorney's fees, court costs, filing fees, and **BANK's** administrative costs. Attorney fees will not exceed Twelve Hundred (\$1,200.00) Dollars without **CITY's** prior written consent.

BANK will only initiate a foreclosure action regarding a violation of the residency requirement after review and approval by the **CITY**.

20. Eligible H.E.L.P. Loan Program Improvements. Any exterior or interior City of Kenosha Property Maintenance Code related improvements and/or other real property improvements are eligible for H.E.L.P. Loan Program loans.

21. Contractors. Contractors performing work for Borrowers subject to payment from H.E.L.P. Loan Program loans must be insured. Contractors performing work for Borrowers subject to payment from H.E.L.P. Loan Program loans must be licensed if the work being performed requires a building permit.

22. Borrower Labor. In the event work is performed by an individual(s) other than a contractor, H.E.L.P. Loan proceeds will not be available to cover labor costs, but only to reimburse

the Borrower for the cost of materials actually used in making the improvements.

23. Building Permit Requirements. In the event the work being performed requires a building permit, the Borrower must obtain all necessary permits and approvals from the City of Kenosha Department of Community Development and Inspections.

24. H.E.L.P. Loan Program Account. The H.E.L.P. loan fund shall be maintained by **BANK** in a separate account specifically established for administering the H.E.L.P. Loan Program. All H.E.L.P. loan repayments will also be maintained in the same H.E.L.P. Loan program account by **BANK**.

25. Termination. During the first five (5) years, this Agreement may be terminated only by mutual agreement of the **CITY** and **BANK**. After five years, the **CITY** or **BANK** may terminate this Agreement at any time by serving ninety (90) days written notice upon the other party. Notice shall be by Certified Mail with return receipt, or by personal service. Notice to the **CITY** shall be sent or delivered to the City Clerk/Treasurer, 625-52nd Street, Room 105, Kenosha, Wisconsin 53140 with copies to the City Attorney, 625 52nd Street, Room 201, Kenosha, Wisconsin 53140 and to the Director of Community Development and Inspections, 625 52nd Street, Room 308, Kenosha, Wisconsin 53140. Notice to **BANK** shall be sent to Managing Director, 2301 West Big Beaver Road, Suite 525, Troy, Michigan 48084.

In the event this Agreement is terminated by either party, or by mutual agreement, the entire balance of the H.E.L.P. Loan Fund and fund earnings, less **BANK's** incurred reasonable and customary administrative expenses together with the H.E.L.P. Loan Program mortgage loan portfolio and the books and records referred to in paragraph 17 of this Agreement will be returned to the **CITY** within ten (10) days of termination. **BANK** agrees to cooperate with **CITY** to complete the transfer of the H.E.L.P. Loan Program from **BANK** to another lender of **CITY's** choosing whereupon all of the Bank's obligations under this Agreement shall terminate. Should the agreement be terminated by **BANK**, no payments for administrative fees, other than retained interest and maintenance fees, shall be paid from the date of Notice through the date of termination. Should the Agreement be terminated by the **CITY**, **BANK** shall be paid, and continue to receive, customary administrative fees, retained interest and maintenance fees through the date of termination.

26. Term of Agreement. This Agreement shall become effective upon (i) approval and execution of both parties hereto, (ii) the transfer to **BANK** of the H.E.L.P. Loan Fund, (iii) the transfer to **BANK** of the H.E.L.P. Loan Program mortgage loan portfolio, and (iv) the satisfaction of the contingency provided in paragraph 27 and shall continue in force unless terminated by either party as provided herein. This Agreement constitutes the entire understanding between the parties, and may be amended only in writing signed by the parties.

27. Termination of Existing Lender Services Agreement. This Agreement is expressly conditioned upon the execution of such documents deemed necessary by **CITY** to terminate the existing Lender Services Agreement and any amendments thereto between **CITY** and TruStone Financial Federal Credit Union formerly known as AM Community Credit Union. If this contingency is not satisfied within 90 days from the date of this Agreement, either party may terminate this Agreement.

28. Addendum to this Agreement. The attached Addendum to this Agreement is incorporated in, and made a part of this Agreement.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)
(SIGNATURES APPEAR ON THE FOLLOWING PAGE)**

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the dates below given.

**CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,**

BY: _____
KEITH BOSMAN, Mayor

Date: _____

BY: _____
DEBRA L. SALAS, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____ 2013, **KEITH BOSMAN, Mayor,** and **DEBRA L. SALAS, City Clerk/Treasurer,** of the **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said City, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

**Addendum to Lender Services Agreement Between the City of
Kenosha, Wisconsin and Talmer Bank and Trust for the
Administration of the Housing and Economic Loan Program
(H.E.L.P.)**

1. **CITY** and **BANK** both acknowledge that this Agreement is subject to all applicable Federal and State laws and banking regulations.
2. Notwithstanding anything in the Agreement to the contrary, in no event shall **BANK** be required to advance or provide any funding in order to comply with its obligations hereunder and if, for any reason, **BANK** determines that there are insufficient funds to comply with its obligations under this Agreement, **BANK** shall notify **CITY** and shall then not be responsible for any act or omission, or the suspension of any of its obligations hereunder, resulting from a lack of such sufficient funding.
3. **BANK** shall process and conduct all its required obligations under this Agreement in accordance with its customary business practices that it employs in connection with the origination and funding of similar loans to be retained by **BANK** for its own account.
4. **BANK** shall not, under any circumstances, be liable to **CITY** for the failure of any Borrower to comply with its loan obligations under the loan documents.
5. In the event **CITY** is made a party to any action or proceeding arising out of the performance of **BANK's** obligations under this Agreement, the **BANK** will indemnify, defend and hold harmless **CITY** from any cost, expense, attorneys fees or liability arising out of such action or proceeding. In the event **BANK** is made a party to any action or proceeding arising out of the performance of **CITY's** obligations under this Agreement, the **CITY** will indemnify, defend and hold harmless **BANK** from any cost, expense, attorneys fees or liability arising out of such action or proceeding.
6. Notwithstanding anything in this Agreement to the contrary, either party may terminate this Agreement in the event the other party fails to comply with any of its material obligations under this Agreement. Prior to termination of this Agreement pursuant to this paragraph, the party not in compliance shall have ninety (90) days following its receipt of written notice from the other party to cure any failure to comply with its material obligations under this Agreement to the satisfaction of the other party.
7. Nothing in this Agreement is intended to confer any rights or remedies upon any third party, other than **CITY** and **BANK**.

LENDER SERVICES AGREEMENT

By and Between

**THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,**

and

**Talmer Bank and Trust
A Michigan Chartered Bank
8700 75th Street
Kenosha, Wisconsin**

**For the Administration of the Tax Incremental District (TID)
Rehabilitation Loan Program**

THIS AGREEMENT, made and entered by and between the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, hereinafter "**CITY**", and **Talmer Bank and Trust**, a Michigan Chartered Bank, hereinafter "**BANK**".

WHEREAS, the purpose of the Tax Incremental District (TID) Rehabilitation Loan Program is to make affordable housing rehabilitation mortgage loans to homeowner occupants in the TID Target Lending Areas to finance exterior and/or interior City of Kenosha Property Maintenance Code related repairs as defined in Chapter XVI of the City of Kenosha Code of General Ordinances as may be amended from time to time; and,

WHEREAS, the mortgage loans to be originated under the TID Rehabilitation Loan Program will be up to a maximum of Twenty Thousand (\$20,000.00) Dollars with loan interest rate, term and repayment requirements based upon the Borrower's adjusted gross household income as more particularly set forth in this Agreement; and

WHEREAS, **BANK** has agreed to administer the TID Rehabilitation Loan Program as the designated lender.

NOW, THEREFORE, in consideration of the covenants, agreements and attachments herein contained, the **CITY** hereby agrees to designate **BANK** as its agent to provide the lender and housing rehabilitation inspection services as outlined in this Agreement.

1. Lender Designation. The **CITY** hereby designates **BANK** as its agent for receipt of the designated TID Rehabilitation Loan Funds and to administer the TID Rehabilitation Loan Program.

2. Transfer of TID Rehabilitation Loan Program. The **CITY** will transfer the TID Rehabilitation Loan Program from TruStone Financial Federal Credit Union formerly known as

AM Community Credit Union to the **BANK** for administration pursuant to this Agreement. The transfer will include all funds in the TID Rehabilitation Loan Fund and all TID Rehabilitation Loan Program receivables evidenced by the entire TID Rehabilitation Loan Program mortgage loan portfolio at the time of transfer. The balance in the TID Rehabilitation Loan Fund available for lending in TID Boundary Area #4 as of December 31, 2012 was \$1,377,132.61. The balance in the TID Rehabilitation Loan Fund available for lending in TID Boundary Area #7 as of December 31, 2012 was \$507,356.73. The TID Rehabilitation Loan Program mortgage loan receivables evidenced by the mortgage loan portfolio for TID Boundary Area #4 as of December 31, 2012 were \$630,695.83. The TID Rehabilitation Loan Program mortgage loan receivables evidenced by the mortgage loan portfolio for TID Boundary Area #7 as of December 31, 2012 were \$1,471,623.61. **CITY** reserves the right to increase or decrease the balance in the TID Rehabilitation Loan Fund available for lending at **CITY's** sole discretion. **CITY** acknowledges and agrees that **BANK** has not conducted a due diligence investigation of any of the documents pertaining to the mortgage loan receivables, and that **BANK** shall not be responsible for any act or omission of any prior administrator of the TID Rehabilitation Loan Program mortgage loan portfolio.

3. Timing of Program Transfer. The **CITY** will transfer the TID Rehabilitation Loan Program to **BANK** upon approval of this Agreement by the City of Kenosha Common Council and **BANK** and upon execution of this Agreement by the parties. Within five (5) business days following execution of this Agreement by the parties, the funds in the TID Rehabilitation Loan Fund available for lending in TID Boundary Area #4 and #7 as of the date of transfer will be transferred to **BANK**. Within ninety (90) days following execution of this Agreement by the parties, the TID Rehabilitation Loan Program mortgage loan receivables evidenced by the mortgage loan portfolio for TID Boundary Areas #4 and #7 will be transferred to **BANK** by completion and conversion of the TID Rehabilitation Loan Program mortgage loan portfolio servicing transfer from TruStone Financial Federal Credit Union to **BANK**.

4. TID Loan Fund Investment by Lender. The TID Rehabilitation Loan Funds will be invested by **BANK** only in its overnight sweep account.

All TID Loan Funds will be continuously available to qualified Borrowers, unless such funds are exhausted.

Earned interest from investments and maintenance fees from the TID Rehabilitation Loan Fund will be maintained in a separate fund by **BANK** to offset the cost of administering the TID Rehabilitation Loan Program, including personnel costs, marketing costs, loan closings, rehabilitation inspection process, fund disbursements, loan portfolio management, program reporting and other miscellaneous administrative expenses. Fund earnings in excess of administrative and overhead expenses may be retained by **BANK**.

5. Duties of BANK.

a. BANK will provide sufficient organization, personnel, management and training to administer the TID Rehabilitation Loan Program as outlined in this Agreement, the TID Rehabilitation Loan Program Guidelines and Requirements (Attachment "B") and their Program proposal submitted to the **CITY** (Attachment "C").

b. BANK will process and review loan applications from any potential Borrower in order to determine eligibility for the Program.

c. BANK will obtain from the Borrower all documents and information including the required household income documentation required for the application and receipt of a loan as specified in the attached TID Rehabilitation Loan Program Guidelines and Requirements (Attachment "B").

d. BANK will perform all investigation and verification of the Borrower's application, including, adjusted gross household income, home ownership status and credit worthiness, in accordance with the TID Rehabilitation Loan Program Guidelines for underwriting the mortgage loans to be made through this Program.

e. BANK agrees to perform a review of each Borrower's financial status to determine if refinancing their current mortgage(s) and other debt may be economically advantageous to them and to better secure the CITY funded TID Rehabilitation Loan.

f. BANK will charge the following loan fees which shall be disbursed or retained by BANK, as appropriate:

- (1) Title search fee*
- (2) Floodplain certification fee*
- (3) Recording fee*
- (4) Lien release fee*
- (5) Loan processing fee, One Hundred (\$100.00) Dollars *
- (6) Except as otherwise provided in this Agreement, a loan in repayment maintenance fee of ½ of 1% (0.5%) annual interest rate on the outstanding loan balance to be added to the Borrower's monthly payment.**

* These fees will be charged to the Borrower and may be financed as part of the TID Loan.

** These fees will be charged to the Borrower pursuant to the terms of this Agreement.

BANK will be responsible for filing and recording all liens as well as all lien releases as appropriate for all loans made through this Program.

g. BANK agrees to offer and encourage the TID Rehabilitation Loan Program Borrowers to attend any of **BANK's** available financial education courses and seminars.

h. BANK will make arrangements with the Borrowers for the Property Maintenance Code Inspection to be conducted by **BANK's** Rehabilitation Inspector. The initial rehabilitation inspection will include a meeting between **BANK's** Rehabilitation Inspector and the Borrower to conduct the mandatory exterior inspection and optional interior inspection. Borrower's request for funds to be used for interior projects will require an interior inspection by **BANK's** Rehabilitation Inspector. The standards for the initial inspection will be the City of Kenosha Property Maintenance Code (Chapter XVI of the City of Kenosha Code of General Ordinances as may be amended from time to time). Eligible work items to be addressed with a TID Rehabilitation Loan would include any items found to be in violation of the Property Maintenance Code or items which

are considered to be incipient violations of the Property Maintenance Code (i.e., they have the potential to become a violation of the Property Maintenance Code within approximately one (1) year). Based on the inspection findings, the Rehabilitation Inspector will complete a Scope of Work Write-Up and cost estimate which will be provided to the Borrower. The Borrower will use the Scope of Work Write-Up to obtain contractor estimates.

i. **BANK's** Rehabilitation Inspector will conduct a minimum of two (2) progress inspections of work being performed under each contract.

j. **BANK** will request final inspections to be conducted and approved by the City of Kenosha Department of Community Development and Inspections prior to any payments being released to the contractors performing the rehabilitation work.

k. **BANK** may establish their own list of qualified contractors to provide to Borrowers when obtaining their rehabilitation work estimates. The **CITY** will not be providing a list of qualified contractors, but will be able to provide a list of licensed contractors to **BANK**.

l. **BANK** will close all TID Rehabilitation Loans and record all mortgages.

m. **BANK** will manage all TID Rehabilitation Loans originated, including loan repayment servicing, payment notices to Borrowers and accounting. **BANK** will calculate, collect and maintain accounting for late payment fees and any interest penalties due after maturity lapse or acceleration of the mortgage note in accordance with paragraph 8 of this agreement. **BANK** will also process mortgage subordinations approved by the **CITY**, respond to loan payoff requests, and process mortgage satisfactions as required. **BANK** will also provide notice to **CITY** of all mortgage loan foreclosures and provide **CITY** with all pleadings relating to any foreclosure proceedings.

n. **BANK** will verify that all contractors employed by the Borrowers are fully insured in accordance with the contractor requirements listed in the TID Rehabilitation Loan Program Guidelines and Requirements (Attachment "B").

o. **BANK** shall disburse funds from the mortgagor's escrow account only upon completion of the required rehabilitation work, after final inspection by the **CITY**, receipt of all lien waivers, and approval of the Borrower.

p. **BANK** will send each Borrower a Residency Certification letter by certified mail. The Residency Certification letter will request that the Borrower sign and return the letter to **BANK** certifying that Borrower continues to occupy the dwelling improved through the TID Rehabilitation Loan Program. **BANK** will mail a Residency Certification letter to each Borrower annually from the date of their TID loan closing.

q. **BANK** shall provide a monthly program report for the first six (6) months and quarterly reports thereafter, to the **CITY** to include the information outlined in the TID Rehabilitation Loan Program Guidelines and Requirements (Attachment "B").

6. Duties of CITY.

a. The **CITY** agrees to provide training to **BANK's** Rehabilitation Inspector in regard to the City of Kenosha Property Maintenance Code (Chapter XVI of the City of Kenosha Code of General Ordinances as may be amended from time to time) and conducting initial property inspections to determine the scope of work, including the required Property Maintenance Code related work to be addressed with any TID Rehabilitation Loan proceeds.

b. The **CITY** will participate with **BANK** to market the TID Rehabilitation Loan Program to homeowners residing in the TID Target Areas pursuant to the attached Program Marketing Plan (Attachment "A").

c. The **CITY** will conduct final inspections and provide written approval of the rehabilitation work prior to release of payments to the contractor.

d. The **CITY** will designate and make available at all times at least one authorized **CITY** representative for the **BANK** to contact to address any questions, and to provide any authorizations requested by **BANK** arising under this Agreement.

7. Loan Interest Rates, Term and Repayment. The Program loan interest rate, term and repayment requirements will be based upon the Borrower's adjusted gross household income as follows:

a. Borrowers with adjusted gross household income below 120% of the Kenosha County Median Income per their family size may receive a TID Rehabilitation Loan up to a maximum of Twenty Thousand (\$20,000.00) Dollars per owner occupied property for a term of twenty (20) years amortized over fifteen (15) years at zero (0%) percent interest with loan payments deferred for the first five (5) years. Equal monthly payments of principal begin in year six (6) and continue for a period of fifteen (15) years. During the first five (5) years of the Loan, **BANK** shall not be entitled to any maintenance fees unless a loan payment is made by the Borrower in which case the **BANK** shall be entitled to a maintenance fee payable by the Borrower in the amount of ½ of 1% (0.5%) annual interest rate on the outstanding principal balance from inception of the Loan until the loan payment. Beginning in year six (6) of the Loan, a loan in repayment will incur a maintenance fee of ½ of 1% (0.5%) annual interest rate on the outstanding Loan balance which will be added to the Borrower's monthly principal payment to cover the Loan servicing costs.

b. Borrowers with adjusted gross household income above 120% of the Kenosha County Median Income per their family size may receive a TID Rehabilitation Loan up to a maximum of Twenty Thousand (\$20,000.00) Dollars per owner occupied property for a term of fifteen (15) years amortized over fifteen (15) years at three (3%) percent interest. There will be no deferred payment period, rather monthly payments begin immediately after Loan closing and continue for a period of fifteen (15) years. Also, a loan in repayment will incur a maintenance fee of ½ of 1% (0.5%) annual interest rate on the outstanding Loan balance which will be added to the Borrower's monthly payment to cover the Loan servicing costs.

c. Borrower's adjusted gross income will be based on the most recent Federal Income Tax Returns filed by all adult family members, excluding income of full time students and income from child support payments. If the Borrower's household income has changed since filing their Federal

Income Tax Return due to loss or change of employment, the Borrower in addition to providing their Federal Income Tax Return(s) must also submit recent employee earnings statements to the **BANK** for income verification. For seniors on fixed incomes who may not file a Federal Income Tax Return, income will be verified by providing the **BANK** with a copy of their Social Security and any pension benefit statements or a copy of their bank statement if monthly benefits are electronically sent to their bank.

d. 120% of Kenosha County Median Income per family size will be determined from income data for Kenosha County that is published annually by the U.S. Department of Housing and Urban Development.

e. TID Rehabilitation Loans will be fully repaid upon sale or transfer of the property or when the Borrower no longer resides at the property; and,

8. Late Fees and Interest Penalties. All unpaid principal on TID Loans will bear interest after maturity of the mortgage and terms of the promissory note, whether occurring through lapse or acceleration, at the rate of twelve percent (12%) interest per year until paid. Interest penalties on all unpaid principal after maturity of the promissory note is to be returned to the TID Loan Fund to be used for new loan originations.

If any monthly installment payment is not made on or before the 15th day after its due date, **BANK** may collect and retain a delinquency charge of Twenty (\$20.00) Dollars to be charged to the Borrower. **BANK** shall notify the Borrower in writing of late payment penalty charges.

Consequently, the only fees to be retained by **BANK** under this Agreement are (i) the ½ of 1% (0.5%) maintenance fee as specified in paragraph 7 and the aforementioned Twenty (\$20.00) Dollar delinquency charge.

9. Reuse of TID Loan Repayments. **BANK** shall reuse repaid Program loan funds, including principal and interest, but excluding the ½ of 1% loan servicing fee and the Twenty (\$20.00) Dollar delinquency charge, to originate new TID Rehabilitation Loans.

10. Books and Records. **BANK** shall maintain a complete set of books and records as to all such loans funded through the TID Rehabilitation Loan Program. **BANK** shall retain the physical possession of the loan documents as listed in the Program Guidelines and Requirements. The **CITY** shall have the right at any reasonable time during normal business hours of **BANK** to have access to and examine any and all books, records, and documents relating to any loan made with the TID Loan Program funds as well as books, records and documents relating to the investment and earnings of the TID Rehabilitation Loan Fund.

11. Restriction on Transfer. **BANK** shall not sell, transfer, encumber, or assign the **CITY's** interest in any of the loans subject to the terms of this Agreement without the written consent of the **CITY**. Neither party may assign any rights or obligations hereunder without the prior written consent of the other party.

12. Loan Default/Foreclosure. In the case of a foreclosure or loan default, **BANK's** reasonable and customary costs to recover the TID Rehabilitation Loan funds may be paid from TID Loan Fund earnings. **BANK** will provide the **CITY** with documentation of the foreclosure

recovery costs including, attorney's fees, court costs, filing fees, and **BANK's** administrative costs. Attorney fees will not exceed Twelve Hundred (\$1,200.00) Dollars without **CITY's** prior written consent.

BANK will only initiate a foreclosure action regarding a violation of the residency requirement after review and approval by the **CITY**.

13. Advertising, Marketing and Promotion. **BANK** with the **CITY** will market the TID Rehabilitation Loan Program to eligible Borrowers in the TID Rehabilitation Program Target Areas as outlined in Program Marketing Plan attached to this Agreement (Attachment "A").

14. Termination. During the first five (5) years, this Agreement may be terminated only by mutual agreement of the **CITY** and **BANK**. After five years, the **CITY** or **BANK** may terminate this Agreement at any time by serving ninety (90) days written notice upon the other party. Notice shall be by Certified Mail with return receipt, or by personal service. Notice to the **CITY** shall be sent or delivered to the City Clerk/Treasurer, 625-52nd Street, Room 105, Kenosha, Wisconsin 53140 with copies to the City Attorney, 625 52nd Street, Room 201, Kenosha, Wisconsin 53140 and to the Director of Community Development and Inspections, 625 52nd Street, Room 308, Kenosha, Wisconsin 53140. Notice to **BANK** shall be sent to Managing Director, 2301 West Big Beaver Road, Suite 525, Troy, Michigan 48084.

In the event this Agreement is terminated by either party, or by mutual agreement, the entire balance of the TID Rehabilitation Loan Fund and fund earnings, less **BANK's** incurred reasonable and customary administrative expenses together with the TID Rehabilitation Loan Program mortgage loan portfolio and the books and records referred to in paragraph 10 of this Agreement will be returned to the **CITY** within ten (10) days of termination. **BANK** agrees to cooperate with **CITY** to complete the transfer of the TID Rehabilitation Loan Program from **BANK** to another lender of **CITY's** choosing whereupon all of the Bank's obligations under this Agreement shall terminate. Should the agreement be terminated by **BANK**, no payments for administrative fees, other than retained interest and maintenance fees, shall be paid from the date of Notice through the date of termination. Should the Agreement be terminated by the **CITY**, **BANK** shall be paid, and continue to receive, customary administrative fees, retained interest and maintenance fees through the date of termination.

15. Term of Agreement. This Agreement shall become effective upon (i) approval and execution of both parties hereto, (ii) the transfer to **BANK** of the TID Rehabilitation Loan Fund, (iii) the transfer to **BANK** of the TID Rehabilitation Loan Program mortgage loan portfolio and (iv) the satisfaction of the contingency provided in paragraph 17, and shall continue in force unless terminated by either party as provided herein. This Agreement constitutes the entire understanding between the parties, and may be amended only in writing signed by the parties.

16. Attachments. All attachments to this Agreement are incorporated herein as if fully set forth, including:

- a. Program Marketing Plan
- b. Tax Incremental District Rehabilitation Loan Program Guidelines and Requirements
- c. TID Rehabilitation Loan Program Target Area Map

- d. TID Rehabilitation Loan Program Reporting Requirements
- e. Kenosha County Median Family Income Chart for 2013 (Derived from data published annually by the U.S. Department of Housing and Urban Development)
- f. City of Kenosha Property Maintenance Code (Chapter XVI of the City of Kenosha Code of General Ordinances)

17. **Termination of Existing Lender Services Agreement.** This Agreement is expressly conditioned upon the execution of such documents deemed necessary by CITY to terminate the existing Lender Services Agreement and any amendments thereto between CITY and TruStone Financial Federal Credit Union formerly known as AM Community Credit Union. If this contingency is not satisfied within 90 days from the date of this Agreement, either party may terminate this Agreement.

18. **Addendum to this Agreement.** The attached Addendum to this Agreement is incorporated in, and made a part of this Agreement.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)
(SIGNATURES APPEAR ON THE FOLLOWING PAGE)**

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the dates below given.

**CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,**

BY: _____
KEITH BOSMAN, Mayor

Date: _____

BY: _____
DEBRA L. SALAS, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____ 2013, **KEITH BOSMAN, Mayor,** and **DEBRA L. SALAS, City Clerk/Treasurer,** of the **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said City, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

**TALMER BANK AND TRUST
A Michigan Chartered Bank**

BY: _____
THOMAS P. FITZGIBBON, JR.
Managing Director
Date: _____

STATE OF MICHIGAN)
:SS.
OAKLAND COUNTY)

Personally came before me this _____ day of _____, 2013, **THOMAS P. FITZGIBBON, JR., Managing Director of Talmer Bank and Trust**, a Michigan State Chartered Bank, to me known to be such Managing Director of said Bank, and acknowledged to me that he executed the foregoing instrument as such Managing Director as the Agreement of said Bank, by its authority.

Notary Public, Oakland County, MI.
My Commission expires/is: _____

**Addendum to Lender Services Agreement Between the City of
Kenosha, Wisconsin and Talmer Bank and Trust for the
Administration of the Tax Incremental District Rehabilitation
Loan Program (TID)**

1. **CITY** and **BANK** both acknowledge that this Agreement is subject to all applicable Federal and State laws and banking regulations.
2. Notwithstanding anything in the Agreement to the contrary, in no event shall **BANK** be required to advance or provide any funding in order to comply with its obligations hereunder and if, for any reason, **BANK** determines that there are insufficient funds to comply with its obligations under this Agreement, **BANK** shall notify **CITY** and shall then not be responsible for any act or omission, or the suspension of any of its obligations hereunder, resulting from a lack of such sufficient funding.
3. **BANK** shall process and conduct all its required obligations under this Agreement in accordance with its customary business practices that it employs in connection with the origination and funding of similar loans to be retained by **BANK** for its own account.
4. **BANK** shall not, under any circumstances, be liable to **CITY** for the failure of any Borrower to comply with its loan obligations under the loan documents.
5. In the event **CITY** is made a party to any action or proceeding arising out of the performance of **BANK's** obligations under this Agreement, the **BANK** will indemnify, defend and hold harmless **CITY** from any cost, expense, attorneys fees or liability arising out of such action or proceeding. In the event **BANK** is made a party to any action or proceeding arising out of the performance of **CITY's** obligations under this Agreement, the **CITY** will indemnify, defend and hold harmless **BANK** from any cost, expense, attorneys fees or liability arising out of such action or proceeding.
6. Notwithstanding anything in this Agreement to the contrary, either party may terminate this Agreement in the event the other party fails to comply with any of its material obligations under this Agreement. Prior to termination of this Agreement pursuant to this paragraph, the party not in compliance shall have ninety (90) days following its receipt of written notice from the other party to cure any failure to comply with its material obligations under this Agreement to the satisfaction of the other party.
7. Nothing in this Agreement is intended to confer any rights or remedies upon any third party, other than **CITY** and **BANK**.

Attachment "A"

TID Rehabilitation Loan Program Marketing Plan

<i>Date to be Completed</i>	<i>Activity</i>	<i>Responsible Party</i>
April 16, 2013	Press Release announcing the Program and transferring the \$2 million TID Loan Fund from City of Kenosha to Talmer	City & Talmer
Mid April, 2013	Develop Borrower Letter and Program Brochure	City & Talmer
Late April – Early May, 2013	Compile mailing list of TID Target Area Homeowners	City
Early – Mid May, 2013	Send out first mailing to initial TID Target Area homeowners	Talmer
Late May, 2013	Conduct initial Open House meeting for interested homeowners	City & Talmer
Ongoing	Continue marketing program through news ads, radio slots, media interviews, direct mail	City & Talmer

Tax Incremental District Rehabilitation Loan Program Guidelines and Requirements April 2013

Program Purpose

The purpose of the Tax Incremental District (TID) Rehabilitation Loan Program is to make affordable housing rehabilitation loans to homeowner occupants in the TID Target Lending Area. Mortgage loans made through this program must be used to complete exterior and/or interior City of Kenosha Property Maintenance Code related repairs and rehabilitation work. The City anticipates that a minimum of 100 rehabilitation loans could be made with the \$2 million designated for the program.

Program Outreach and Marketing

The City and Lender will jointly market the program by direct mailing to all homeowner occupants residing in the initial TID target areas promoting the program and inviting interested homeowners to an open house. A marketing plan agreeable to the City and Lender will be developed and adopted.

Eligible Borrowers and Properties

Eligible borrowers must be homeowner occupants who own and reside at the property located in the TID Targeted Lending Area. Rental property or non-owner occupied property is not eligible. Annual income limits will be used to determine the the interest rate and terms of the loan repayment. There are no equity requirements for the TID Rehabilitation Loan Program. Loan applicants with insufficient income to repay the loan may be determined ineligible. Applicants at high risk of foreclosure may also be determined ineligible if the TID Rehabilitation Loan would be at risk of loss through a foreclosure action.

Loan Amount and Loan Terms

1. Loans not to exceed \$20,000.
2. Borrowers with adjusted gross household income below 120% of the Kenosha County Median Income per their family size may receive a TID Rehabilitation Loan at zero (0%) percent interest, with deferred payment for the first five (5) years, then equal monthly installment payments would begin in year six (6) and continue for a period of fifteen (15) years. A Loan in Repayment Maintenance Fee of ½ of 1% annual interest rate on the outstanding balance will be added to the borrower's monthly payment to cover the loan servicing costs.
3. Borrowers with adjusted gross household income above 120% of the Kenosha County Median Income per their family size may receive a TID Rehabilitation Loan at three (3%) percent interest. There will be no deferred payment period, rather monthly payments would begin immediately after loan closing and continue for a period of fifteen (15) years. Also, a Loan in Repayment Maintenance Fee of ½ of 1% annual interest rate on

the outstanding balance will be added to the borrower's monthly payment to cover the loan servicing costs.

4. Borrower's adjusted gross income will be based on the most recent Federal Income Tax Returns filed by all adult family members, excluding income of full time students and income from child support payments. If the borrower's household income has changed since filing their Federal Tax Return due to loss or change of employment, the borrower in addition to providing their Federal Tax Return(s) must also submit recent employee earnings statements to the lender for income verification. For seniors on fixed incomes who may not file a Federal Income Tax Return, income will be verified by providing the lender with a copy of their Social Security and any pension benefit statements or a copy of their bank statement if monthly benefits are electronically sent to their bank.
5. 120% of Kenosha County Median Income per family size will be determined from income data for Kenosha County that is published annually by the U.S. Department of Housing and Urban Development.
6. TID Rehabilitation Loans will be fully repaid upon sale of the property or when the borrower no longer resides at the property; and,
7. Borrower must live in the home (lender must certify borrower's residency annually from the date of their TID loan closing until the TID Rehabilitation Loan is paid off).

Eligible Rehabilitation Work

Eligible repairs to be finance with a TID Rehabilitation Loan will be determined through an initial property inspection conducted by the Lender's Rehabilitation Inspector. The Lender will make arrangements with the borrowers for the Property Maintenance Code Inspection to be conducted. The initial rehabilitation inspection will include a meeting between the Rehabilitation Inspector and the borrower to conduct the mandatory exterior inspection and optional interior inspection. If the borrower is requesting funds to be used for interior projects, an interior Property Maintenance Code Inspection will be required. The standards for the initial inspection will be the City of Kenosha's Property Maintenance Code (Chapter XVI of the City of Kenosha's Code of General Ordinances). Eligible work items to be addressed with a TID Rehabilitation Loan would include any items found to be in violation of the Property Maintenance Code or items which are considered to be incipient violations of the Property Maintenance Code (i.e., code items that if not addressed, have the potential to become a violation of the Property Maintenance Code within approximately one (1) year). Based on the inspection findings, the Rehabilitation Inspector will complete a Scope of Work Write-Up and cost estimate which will be provided to the homeowner. The homeowner will use the Scope of Work Write-Up to obtain contractor estimates. Homeowners must agree to correct all City of Kenosha Property Maintenance Code deficiencies as determined by the Lender's Rehabilitation Inspector. Only City of Kenosha Property Maintenance Code related items may be addressed with the TID Rehabilitation Loan.

Examples of Eligible Work Item (Due to Property Maintenance Code deficiencies)

1. Roof repair or replacement
2. Porch repair or reconstruction, including ramps for ADA accessibility (including concrete stairs and stoops).
3. Siding repair or installation of new siding
4. Aluminum trim for windows, doors, soffit and fascia
5. Exterior painting
6. Window and door repair or replacement (including storm doors)
7. Gutter and downspout repair or replacement
8. Chimney repair or replacement or flue liner replacement
9. Foundation repair
10. Removal and replacement of deteriorated, hazardous concrete, excluding garage slab replacement
11. Fence repair
12. Garage repair or demolition
13. Improve drainage around house and garage
14. Code repairs and upgrades for plumbing, heating or electrical systems
15. Plumbing fixture repair or replacement
16. Tree and brush trimming and removal
17. Interior repairs to address health and safety issues, including upgrades for ADA accessibility or other upgrades to meet City of Kenosha Property Maintenance Standards provided all exterior code related items are addressed first.

Ineligible Work Items

1. Garage Construction
2. Concrete Garage slabs
3. Kitchen and bath remodeling (except as needed to meet City Property Maintenance Code Standards and ADA accessibility)
4. Landscaping
5. New fencing
6. Repairs done by homeowners are discouraged, unless the owner is qualified to do the work

Loan Application and Inspection Process

Lender will meet with interested homeowners to review the TID Rehab Loan Program requirements, complete a credit application and obtain from the applicant all documents and information required to determine eligibility. The lender will complete an initial eligibility review, including verification of adjusted gross annual household income, property ownership and residency, location of property in the TID Rehab Loan Program Target Area and credit report. Lender will receive and review a credit report to determine if the borrower is at high risk for foreclosure. If the lender determines there is a high risk of foreclosure, the TID Rehabilitation Loan application may be denied. If the borrower has insufficient income to repay the loan, the TID Rehabilitation Loan application may be denied. If the the applicant is determined to be eligible, the lender will provide notification of pre-approval for the TID Rehab Loan Program.

The lender will also perform a review of each borrower's financial status to determine if refinancing their current mortgage(s) and other debt may be economically advantageous to them and to better secure the City funded TID Rehabilitation Loan.

The next step in the application process will be to schedule an appointment with the Lender's Rehabilitation Inspector to conduct the required Property Maintenance Code Inspection. The inspection will be an exterior inspection only, unless the homeowner requests an interior inspection. If the borrower is requesting funds to be used for interior projects, an interior Property Maintenance Code Inspection will be required. The Rehabilitation Inspector will meet with the homeowner to conduct the inspection and discuss the eligible work items. The standards for this initial property inspection will be the City of Kenosha's Property Maintenance Code (Chapter XVI of the City of Kenosha Code of General Ordinances). The inspector will also review the TID Rehab Program Contractor Requirements with the homeowner.

Based on the results of the initial inspection, the Rehabilitation Inspector will complete a Scope-of-Work Write-Up and a Cost Estimate for the eligible Property Maintenance Code work. Copies of the Scope-of-Work Write-Up and Cost Estimate will be provided to the homeowner along with copies of the TID Loan Program Contractor's Requirements brochure.

The homeowner will be responsible for obtaining contractor proposals. The homeowner will use the Rehab Inspector's Scope-of Work Write-Up to obtain contractor proposals. The homeowner will also need to provide a copy of the TID Loan Program Contractor Requirements brochure to all contractors.

After obtaining contractor proposal(s), the homeowner will provide copies of the proposals and contractor insurance information to the lender.

The lender Rehab Inspector will review the contractor proposal(s) for:

1. Required Property Maintenance Code Items included in the proposal
2. Identification of all products to be used (i.e., brand and gauge of siding, aluminum trim and gutters, brand, model and energy rating of windows and doors, style, color and warranty of roof shingles, product literature, etc.)
3. Contractor Insurance Certificate indicating required Contractor insurance coverage is in place
4. Price reasonableness
5. Minimum of 1-Year Workmanship Warranty
6. Contractor's Wisconsin Dept. of Commerce Dwelling Contractor Financial Responsibility Certification Card (required for any work requiring a City of Kenosha Building Permit)

Loan Approval and Closing

Following the Rehab Inspector's review and approval of the contractor proposal(s), the lender will notify the homeowner of loan approval and schedule a loan closing date. The lender shall have the sole authority to review, approve and close the TID loans. All loans made through the TID Loan Program will be mortgage loans to be recorded as a lien with the property. The borrower will be required to sign a mortgage and promissory note specifying the

amount and terms of the loan.

The Lender will be responsible for filing and recording all liens as well as all lien releases as appropriate for all loans made under this program.

No loan approval, closing and/or funding will be denied, delayed, and/or influenced based on the TID Loan Fund investment option chosen by the Lender. All TID Loan Funds will be continuously available to qualified borrowers, unless such funds are exhausted.

Contract Between Homeowner and Contractor(s)

Upon review and approval of the contractor proposals by the Rehab Inspector and final loan approval, the lender shall prepare a contract between the homeowner and the contractor(s). The contract will include a copy of the work proposal, the Scope of Work write-up, and include all contract requirements as stated in Chapter ATCP 110, Home Improvement Practices, of the Wisconsin Administrative Code. The contract shall include, but not limited to, the name and address of the contractor(s), the name and address of the homeowner, a description of the work to be done and the principal products and materials to be used or installed, the dates or time period on or within which the work is to begin and be completed by the contractor(s) ("Performance Period"), the total price of the work to be completed by the contractor, a minimum one-year warranty period, requirement of contractor to obtain all required permits prior to beginning work, informing the homeowner of any required permits, providing copies of inspection certificates to homeowner prior to final payment, requirement to provide a lien waiver from all suppliers and/or subcontractors with the request for final payment, contract termination, provision for liquidated damages due to failure to perform by contractor, and a provision for a dispute resolution process. The contract shall be required to be signed by the homeowner and the contractor(s) prior to any work being started by the contractor(s).

Contractor Requirements

1. Prior to performing any work contractors must carry insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the Laws of the State of Wisconsin:
 - **Commercial General Liability:** General Aggregate – One Million (\$1,000,000) Dollars;
each occurrence – One Million (\$1,000,000) Dollars
 - **Automobile Liability:**
 - Bodily Injury per person - \$500,000
 - Bodily Injury per accident - \$500,000
 - Property Damage – \$200,000, or a Combined Single Limit of \$500,000
 - **Worker's Compensation – Statutory Limits**

The above required insurance coverage to be verified by a Certificate of Insurance issued to the lender.

2. **Contractor Financial Responsibility and Certification** - Contractors performing any work requiring a building permit must have a valid State of Wisconsin, Department of

Commerce, Dwelling Contractor Financial Responsibility Certification. All plumbing, HVAC and electrical contractors must have a valid State of Wisconsin, Department of Commerce Contractor Registration or license.

3. **Contractor Proposals** – all contractor proposals shall include itemized pricing broken down by specific work item, location of work (front porch, rear entry door, etc.), materials, labor and trade. Brand names, style/model numbers, gauge numbers, etc, of materials and products to be used are also to be listed or attached to the proposal.
4. **Contractor Performance** – all work shall be executed in a skilled, and workmanlike manner (i.e., generally plumb, level, square, in line, undamaged, without marring adjacent work) in accordance with the generally accepted professional procedures and construction standards of a given trade in Southeastern Wisconsin, as determined by the City of Kenosha. Contractor shall complete all work within the Performance Period specified in the signed contract or be subject to financial penalties. Contractor may request an extension to the Performance Period, subject to approval by the Owner and Rehab Inspector.
5. **Contractor Warranty Requirement** – A one (1) year workmanship warranty required for all contracted work.
6. **Contractor Invoicing and Payment** – Contractor invoicing must only be for completed work. No funds will be released to contractors for down payments or deposits. All invoices must be accompanied with a valid lien waiver. Submission of a contractor invoice will trigger an inspection by the lender Rehab Inspector and City of Kenosha Housing Inspector. Payment will be released to the contractor upon approval of the completed work by the Rehab Inspector, City Housing Inspector and homeowner.

Property Inspection Process

1. Lender's inspector to conduct exterior Property Maintenance Code inspections of the homes to determine the scope of eligible work. Interior Property Maintenance Code inspections will only be conducted if the homeowner requests an interior inspection at time of loan application.
2. Based on the results of the Property Maintenance Code inspection, the Lender's Rehab Inspector will complete a Scope-of-Work Write-Up and cost estimate of the eligible code items
3. The Lender's Rehab Inspector will provide the borrower with a copy of the Scope-Work-Write-Up and cost estimate. The homeowner will use the scope of work write up to obtain contractor estimates.
4. A minimum of two (2) follow up inspections will be conducted by the Lender's Rehab Inspector as the contracted work progresses.
5. All work requiring a City of Kenosha issued building permit will be inspected by a City of Kenosha Building Inspector. Permit required work includes, porch, stair and handrail replacement or new construction, structural repairs, plumbing, electrical or HVAC work.
6. A final inspection will be required by a City of Kenosha Housing Inspector before any payments are released to the contractor. These final inspections prior to contractor payouts will be coordinated between the lender and the City of Kenosha Department of Community Development and Inspections.

The City of Kenosha Department of Community Development and Inspections can provide lender with a listing of contractors with a State of Wisconsin, Department of Commerce Dwelling Contractor Financial Responsibility Certification.

Loan Funds from City to Lender

The City will transfer the TID funds directly to the bank to create a loan fund and to offset the administrative expenses of administering the loan program. The program lending area includes two separate TID areas (TID # 4 and TID #7) which will be funded at approximately \$2 million.

Loan File Documentation

The lender will maintain a file on each loan processed that will include:

1. Completed and signed loan application
2. Documentation of applicant's adjusted gross household income as evidenced by a copy of their most recent Federal Income Tax Return, recent earnings statements, Social Security and Pension benefits statements and/or bank statement(s).
3. Credit Report to determine if borrower is at high risk of foreclosure
4. Copy of the initial Property Maintenance Code Inspection, Scope-of-Work- Write-Up and Cost Estimate completed by the Lender's inspector
5. Copies of contractor proposals
6. Copies of all Contracts for Rehabilitation Work
7. Original executed Mortgage, including the Recorded Mortgage and Promissory Note
8. Copies of all other lender required loan documents (Truth-In-Lending Disclosure Statement, 3-Day Right of Rescission Notice, etc)
9. Contractor Insurance Certificate(s)
10. Contract inspection information
11. Contractor Invoice(s)
12. Contractor Lien Waiver(s)
13. Contractor/Owner payment information
14. Final Inspection information
15. Residency Verification sent via certified mail annually for five (5) years after loan closing date.

Residency Verification Requirement

The lender will send each borrower a residency verification request letter by certified mail. The residency verification letter will request that the borrower sign and return the letter to the Lender, certifying that they continue to occupy the dwelling improved through the TID Rehabilitation Loan Program. The Lender will continue to mail a residency certification letter to each borrower annually from the date of their TID loan closing.

In the event the lender cannot verify a borrower's residency, the lender will notify the City and discuss what steps may be taken.

Late Fees and Interest Penalties

All unpaid principal on TID Loans will bear interest after maturity of the mortgage and terms of

the promissory note, whether occurring through lapse or acceleration, at the rate of twelve percent (12%) interest per year until paid. Interest penalties on all unpaid principal after maturity of the promissory note to be returned to the TID Loan Fund to be used for new loan origination. Lender to provide written notice to borrower regarding any interest penalty charges.

If any monthly installment payment is not made on or before the 15th day after its due date, the lender may collect and retain a delinquency charge of Twenty (**\$20.00**) Dollars to be charged to the borrower or added to the loan balance due. Lender to provide written notice to borrower regarding late payment charges.

Reuse of TID Loan Repayments

Lender shall reuse repaid loan funds, including principal and interest, excluding the loan ½ of 1% loan servicing fee to originate new Rehabilitation Loans.

Loan Default

In the case of a foreclosure, the lender's costs may be added to the loan balance and satisfied through the sale of the property or charged off against the TID Rehabilitation Loan Fund. Lender's foreclosure fee description and amount to be provided to the City and included in the Lender Services Agreement.

Mortgage Subordinations, Payoff Requests, Mortgage Satisfactions and Loan Repayments

1. Mortgage subordinations will be allowed without any equity or loan-to-value requirements.
2. The lender will process all requested mortgage subordinations.
3. The lender will process all requests for TID loan payoff requests.
4. Lender will process Mortgage Satisfactions for all paid off TID Loans.
5. Lender will receipt and deposit all TID Loan repayments back to the lender's TID Rehabilitation Loan Fund. TID Loan repayments to be used by the lender to originate additional rehabilitation loans.

Lender Reports to City of Kenosha

TID Loan Program Lender to provide monthly reports (for the initial 6 months of the program and then quarterly reports thereafter) to the City of Kenosha that will include activity for the recently completed month and program cumulative totals for:

1. Number and listing of applications taken, including homeowner name and address
2. Number and listing of applications processed, including homeowner name and address
3. Listing of loans closed, including borrower's name, address, household size, annual adjusted household income and loan amount
4. Number and listing of loan projects completed and dollar amount
5. Balance of TID loan funds on hand
6. TID Loan fund earnings
7. TID Loan repayments received, including principal and interest
8. TID Loan Repayment Performance Report, including loan delinquencies

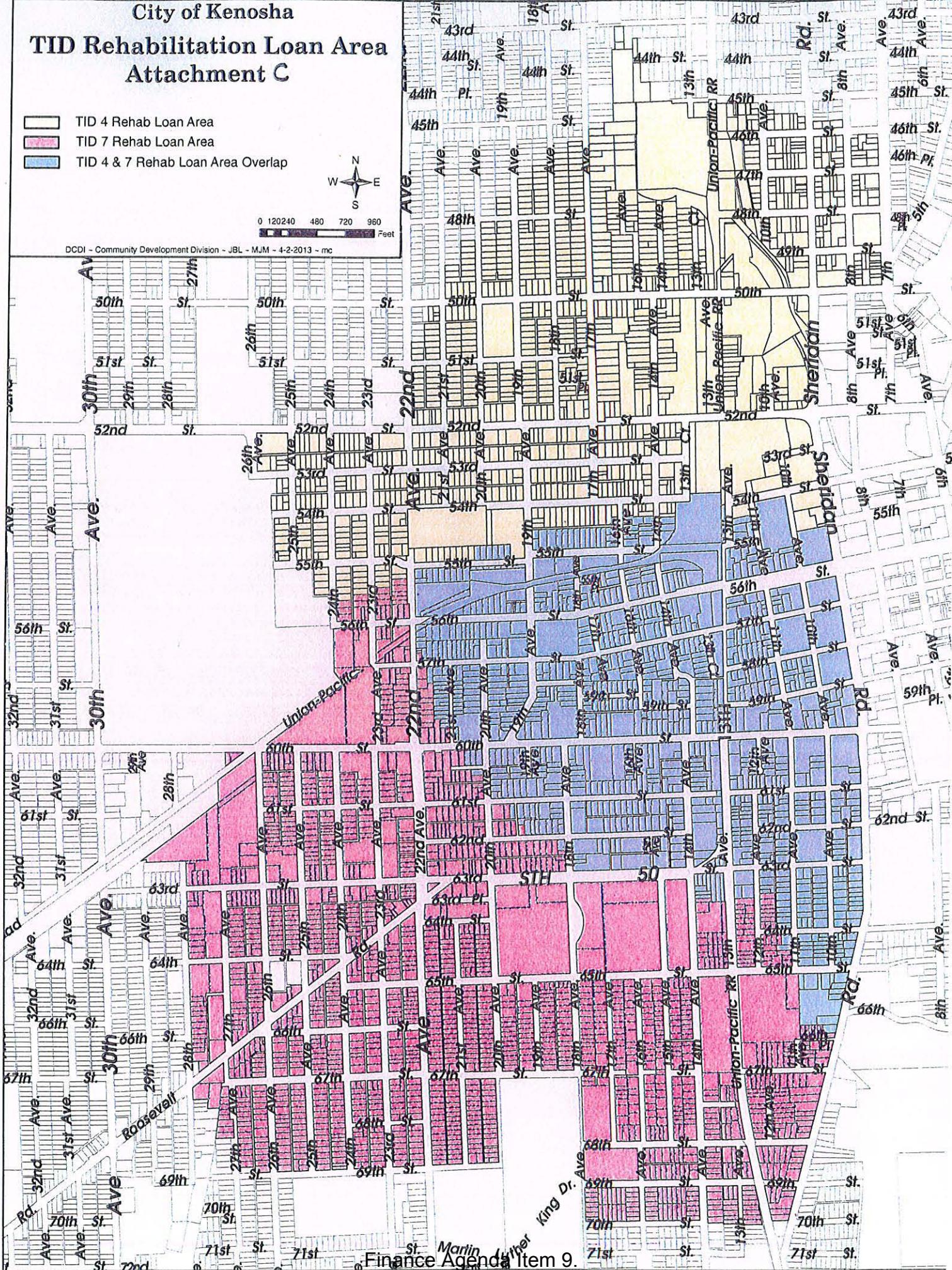
City of Kenosha TID Rehabilitation Loan Area Attachment C

- TID 4 Rehab Loan Area
- TID 7 Rehab Loan Area
- TID 4 & 7 Rehab Loan Area Overlap



0 120240 480 720 960
Feet

DCDI - Community Development Division - JBL - MJM - 4-2-2013 - mc



Attachment “D”

TID Rehab Loan Program Reporting Requirements

Lender to provide a monthly report to the City of Kenosha that will include activity for the recently completed month as well as cumulative totals for the program. The program report is to include the following information:

- 1.** Number and listing of applications taken, including, homeowner name and address
- 2.** Number and listing of applications processed, including homeowner name and address
- 3.** Number and listing of loans closed, including borrower's name, address, household size, annual income and loan amount
- 4.** Number and listing of loan projects completed and dollar amount
- 5.** Balance of TID loan funds on hand
- 6.** TID Loan fund earnings
- 7.** TID Loan repayments received, including principal and interest
- 8.** TID Loan repayment performance report, including loan delinquencies

Attachment “E”**City of Kenosha
2013 Income Limits****Based on Kenosha County Median Income (CMI)**

Number in Household	Very Low Income (50% CMI)	Low Income (80% CMI) Lead Hazard Control Program	Median Income (100% CMI)	TID Loan Program Eligibility (120% of CMI)
1	\$24,400	\$39,000	\$48,800	\$58,450
2	\$27,850	\$44,600	\$55,700	\$66,800
3	\$31,350	\$50,150	\$62,700	\$75,150
4	\$34,800	\$55,700	\$69,600	\$83,500
5	\$37,600	\$60,200	\$75,200	\$90,200
6	\$40,400	\$64,650	\$80,800	\$96,900
7	\$43,200	\$69,100	\$86,400	\$103,550
8	\$45,950	\$73,550	\$91,900	\$110,250

NOTE: 2013 income data was published by US Dept of Housing & Urban Development (HUD).

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CHAPTER XVI PROPERTY MAINTENANCE CODE

- 16.01 Title
- 16.02 Definitions
- 16.03 General
- 16.04 Applicability
- 16.05 Code Official
- 16.06 Powers and Duties of The Code Officials
- 16.07 Approval of Alternative Materials, Methods and Equipment
- 16.08 Violations
- 16.09 Notices And Orders
- 16.10 Unsafe, Unfit For Occupancy, Unlawfully Occupied and Vacant Substandard Structures And Unsafe Equipment Subject To Closing As A Public Nuisance
- 16.101 Standards For Securing Structures
- 16.11 Emergency Measures
- 16.12 Razing Structures
- 16.13 Board of Housing Appeals
- 16.14 Lodging Houses
- 16.15 Rent Withholding
- 16.151 Chronic Nuisance Property
- 16.16 General Property Maintenance Requirements
- 16.17 Exterior Premises
- 16.18 Exterior of Structures
- 16.19 Interior of Residential Structures
- 16.20 Waste Collection and Removal and Recycling
- 16.21 Extermination
- 16.22 Light, Ventilation and Occupancy Limitations
- 16.23 Plumbing Systems Facilities and Fixture Requirements
- 16.24 Mechanical and Electrical Facilities and Equipment
- 16.25 Fire Safety Requirements
- 16.251 Reinspection Fees
- 16.26 Penalties

16.01 TITLE

This Chapter of the Code of General Ordinances shall be known as "Property Maintenance Code" of the City of Kenosha, Wisconsin, hereinafter referred to as "this Code" or "Code".

16.02 DEFINITIONS

A. General.

1. **Scope.** Unless otherwise expressly stated, the following terms shall, for the purposes of this Code, have the meanings stated in this Section.

2. **Interchangeability.** Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural; and the plural includes the singular, except where the context indicates another interpretation.

3. **Terms Defined Elsewhere.** Where terms are not defined in this Code and are defined in other City Ordinances, Codes, or ASHRAE and NFPA 70, such terms shall have the meanings ascribed to them therein in those Codes.

4. **Terms Not Defined.** Where terms are not defined herein, or through the methods of interpretation authorized by this Section, such terms shall have ordinarily accepted meanings, such as the context indicates.

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5. **Parts.** Whenever the words "structure", "accessory structure", "dwelling unit", "dwelling", "premises", "building", "lodging house", or "lodging room", are stated in this Code, they shall be construed as though they were followed by the words "or any part thereof".

6. **"Shall".** The word "shall" is mandatory and not discretionary.

7. **"May".** The word "may" is permissive.

8. **Phrases.** The phrase "used for" shall include the phrases "arranged for", "designed for", "intended for", "maintained for", and "occupied for".

9. **Other Terms.** Terms defined in other sections of this Code shall have the meaning stated therein.

B. General Definitions.

Abutting Right-of-Way. The sidewalk adjoining the property line.

Accessory Building/Structure. A detached building or structure on the same lot, with and of a nature customarily incidental and subordinate to the principal building or structure or use of the land; i.e., a child's playhouse, garden house, greenhouse, garage, carport, shed, fence, or retaining wall.

Approved. Approved by the Code Official under the provisions of this Code or approved by an authority designated by State law or this Code.

Attractive Appearance. An appearance which is in accordance with generally accepted professional practices for new construction within the City and which is not likely to adversely affect the values of the property in issue or of abutting or neighborhood properties.

Basement. That portion of a building which is partly or completely below grade.

Bathroom. A room containing plumbing fixtures including a bathtub or shower.

Bedroom. A room or space used or intended to be used for sleeping purposes.

Building. A combination of material to form a construction that is safe and stable, and adapted to permanent or continuous occupancy in accordance with the Zoning Ordinance.

Code of General Ordinances. City of Kenosha Code of General Ordinances.

Code Official. The Director of the Department of Community Development and Inspections, or any duly authorized designee of the Director.

Commercial. Arranged, designed, used or intended to be used for nonresidential occupancy.

Condemn. To adjudge unfit for any occupancy.

Department. The Department of Community Development and Inspections.

Dwelling. A place of abode, a residence, a house or multiple dwelling units for use by one (1) or more persons, including lodging houses, but excluding hotels, motels, and tourist rooming houses.

Dwelling Unit. A single unit providing complete, independent living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Effectively Screened. The use of any acceptable screening materials that comply with the City of Kenosha Zoning requirements and results in a screening that is at least seventy-five (75%) percent opaque.

Efficiency Dwelling Unit. A dwelling unit with separate bathroom and kitchen facilities; separate bedroom is optional.

Egress Window. Shall have the meaning provided in ILHR 21.03 of the Wisconsin Administrative Code.

Exterior Premises. The open space on the premises or the portion of the premises upon which there is not structure.

Exterior Storage. Storage of raw materials, equipment parts, bulk commodities or any other items or materials used in business carried out on the premises.

Extermination. The control and elimination of insects, rats, vermin or other pests by controlling their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, trapping or by any other approved pest elimination methods.

Garbage. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Good Repair. Free from blighting and hazardous conditions, clean and sanitary, and in a safe condition.

Good Working Condition. Capable of performing the task for which it was designed and in the manner intended by this Code.

Habitable Space. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

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Imminent Hazard. A condition which could cause serious or life threatening injury or death at any time.

Impervious To Water. Constructed of concrete, cement block, terrazzo, brick, tile or other material approved by the Code Official and having tight-fitting joints, and prohibiting the movement of water.

Infestation. The presence, within or contiguous to a structure or upon premises, of insects, rats, vermin or other pests, detrimental to human health.

Labeled. Devices, equipment, appliances, or materials to which has been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above labeled items and by whose label the manufacturer attests to compliance with applicable nationally recognized standards.

Let For Occupancy Or Let. To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, premise or structure to a person who is or is not the legal owner of record thereof, pursuant to a written lease, or unwritten agreement or license.

Lodging House. A dwelling containing three (3) or more lodging rooms.

Lodging Room. A room, excluding hotel rooms, within a lodging house let and used primarily for the sleeping and living purposes of one (1) person, which room may exclude cooking facilities and sanitary facilities.

Mixed Occupancy. Occupancy of a structure in part for residential use and in part for some other lawful use under the Zoning Ordinance not accessory thereto.

Motor Vehicle(s). "Motor Vehicle(s)" shall include mobile home, moped, motor bicycle, motorbus, motorcycle, motor-driven cycle, motor home, motor truck and motor vehicle as defined in Chapter 340, Wisconsin Statutes.

Nonresidential. Arranged, designed, used or intended to be used for occupancy which is not residential in nature.

Nuisance Boat(s). Any inoperable, unlicensed or unwaterworthy boat.

Nuisance Motor Vehicle(s). Any inoperable, unlicensed, unroadworthy, disassembled or wrecked motor vehicle. A vehicle for which a license has been applied for shall be herein deemed a licensed vehicle if proof of application is prominently displayed on the front windshield.

Occupancy. The use of a structure or premises.

Occupant. Any individual having lawful occupancy, living, or sleeping or working in a structure or having or exercising possession of a space within a structure, whether or not a tenant.

Openable Area. That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

Operator. Any person, other than the owner, who has charge, care and control of a structure or premises, including maintenance responsibility, which is let or offered for occupancy.

Owner. Any person having a title to the premises, as recorded in the Office of the Register of Deeds for Kenosha County, or as recorded in the City of Kenosha assessment rolls.

Person. Any natural person, firm, partnership, corporation, or legal entity.

Premises. Any lot, whether or not improved with a principal or accessory building. When a lot is improved with a structure, the lot and premises shall be jointly referred to as premises.

Provided. Furnished, supplied, paid for or under control of the responsible person.

Public Nuisance. An unreasonable activity or use of premises that interferes substantially with the comfortable enjoyment of life, health and safety of another or others.

Residential. Arranged, designed, used or intended to be used for residential occupancy.

Responsible Person. The owner, operator or manager of any structure or premises.

Rodent Harborage. A place of shelter for rodents; e.g., piles of rubbish, inoperable motor vehicles, garbage.

Roof Covering. The exterior roof cover or skin of the roof assembly, consisting of membrane, panels, sheets, shingles, tiles, etc.

Rubbish. Combustible and noncombustible waste materials, except garbage. The term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

Screening. A hedge, wall or fence to provide a visual separation and a physical barrier not less than three (3') feet in height, nor more than six (6') feet in height, unless otherwise provided for in the City Code of General Ordinances or Zoning Ordinance.

Smoke Detector. A device which detects particles or products of combustion other than heat.

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State Laws. The laws, rules and regulations of the State of Wisconsin.

Structure. Any existing principal building, whether or not inhabited or inhabitable, and any existing accessory building, such as a garage, which is not inhabited or inhabitable. Structure may also be included within the meaning of premises, as indicated by the context.

Tenant. A person occupying a premises under a written lease, rental agreement or license, or recognized under State law as having a month-to-month tenancy.

Toilet Room. A room containing a water closet or urinal, but not a bathtub or shower.

Ventilation. The natural or mechanical process of supplying conditioned or nonconditioned air to, or removing such air from, any space.

Waste. "Waste" shall mean and include garbage (all rejected matters that are subject to decomposition), ashes, rubbish and trash, but not of an earthy or construction nature.

Weeds. "Weeds" or "Noxious Weeds" shall mean Canada Thistle, leafy spurge, field bindweed (Creeping Jenny), Ambrosia trifida (commonly called Giant Ragweed), Arubuoisia artemesliffa (commonly called Common Ragweed), and such other weeds as are defined in "Weeds of the North Central States, North Central Regional Research Publication No. 281, Bulletin 772", published by the University of Illinois at Urbana-Champaign, College of Agriculture, Agricultural Experiment Station.

Workmanlike. Work executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged, without marring adjacent work; in accordance with generally accepted professional procedures and construction standards.

Yard. An open space on a lot improved with a structure.

Zoning Ordinance. City of Kenosha Zoning Ordinance.

16.03 GENERAL

A. Scope. The provisions of this Code shall apply to all existing residential and nonresidential structures and all Premises and constitute minimum requirements and standards for Premises, structures, equipment, and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; determine the responsibility of owners, operators, and occupants; regulate the occupancy of existing structures and Premises, and provide for the administration and enforcement of this Code and provide for penalties for conviction of violation of this Code.

B. Intent. This Code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the occupancy and maintenance of structures and Premises. The establishment and enforcement of minimum residential and nonresidential property maintenance standards is necessary to preserve and promote the public interest and protect private property. This includes, among others, the protection of physical, aesthetic and monetary values. Existing structures and Premises that do not comply with these provisions shall be altered or repaired by the responsible person to provide compliance with this Code.

C. Severability.

1. If any provision of this Code is, for any reason, held to be unconstitutional, invalid, or unenforceable by any court of competent jurisdiction, such judgment shall not affect the validity of the remaining provisions of this Code, which shall remain in full force and effect.

2. If the application of any provision of this Code is for any reason held to be an invalid application to a particular Premises or structure by any court of competent jurisdiction, such provision shall continue to apply and remain in full force and effect to any Premises or structure not specifically included in said judgment.

16.04 APPLICABILITY

A. General. The provisions of this Code shall apply to all matters affecting or relating to existing structures and to Premises, as set forth herein. Where, in a specific case, different sections of this Code specify different requirements, the most restrictive shall govern. The provisions of this Code shall not apply to the construction of new structures, which are subject to other State laws, and City Ordinances.

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B. Conflict. In any case where a provision of this Code is found to be in conflict with a provision of the Zoning Ordinance or Code of General Ordinances, the provision which established the higher standard for the protection of the public health, safety and welfare shall prevail.

C. Responsibility for Maintenance. Except as otherwise specified herein, each responsible person or tenant where relevant, as designated herein, shall be responsible for the maintenance of structures and Premises under this Code and subject to penalty for conviction of any violation of this Code.

D. Prior Regulations. Equipment, systems, devices and safeguards required by a previous State law, Ordinance or code under which the structure was constructed, altered or repaired or Premises developed, shall be maintained in good repair and in good working order. The requirements of this Code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in good repair and in good working order in structures.

E. Application of Other Ordinances. Nothing contained herein shall be deemed to authorize the use of a structure or Premises contrary to any other provision of the Code of General Ordinances or the Zoning Ordinance. Repairs, additions or alterations to a structure, shall be done in accordance with the procedures and provisions of State law and **Chapter 9** of the Code of General Ordinances and NFPA 70. Nothing in this Code shall be construed to cancel, modify or set aside any provision of the Zoning Ordinance.

F. Existing Remedies. The provisions in this Code shall not be construed to abolish or impair existing remedies of the City or its officers or agencies under State laws or other City General or Zoning Ordinances relating to the removal or demolition of any structure which is dangerous, unsafe and unsanitary or the abatement of public nuisances.

G. Workmanship. Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this Code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's installation instructions.

H. Historic Buildings. The provisions of this Code shall apply to structures designated by the Federal Government, State or City as historic buildings. Any work to said structures shall also comply with Chapter 15 of the Zoning Ordinance and Chapter 70 ILHR of the Wisconsin Administrative Code.

I. Referenced Statutes, Ordinances, Codes and Standards. The Statutes, Ordinances, codes and standards referenced in this Code shall be incorporated herein by reference and be a part of the requirements of this Code to the prescribed extent of each such reference and include amendments, renumbering and successor acts.

J. Requirements Not Covered By This Code. Requirements necessary for the strength, stability or proper operation of an existing structure or equipment, or for the public safety, health and general welfare, not specifically covered by this Code, shall be determined by the Code Official, subject to a right of appeal to the Board of Housing Appeals.

16.05 CODE OFFICIAL

A. Code Official. The Code Official shall have the authority to exercise the powers and duties of the position specified in this Code.

B. Code of Conduct. The Code Official, in administering and enforcing this Code, shall abide by the City of Kenosha's Code of Ethics and the Department's Code of Conduct.

16.06 POWERS AND DUTIES OF CODE OFFICIALS

A. General. The Code Official shall administer and enforce this Code.

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B. Inspections. The Code Official has the power to inspect Premises and structures to determine compliance with this Code. All reports of such inspections shall be in writing, signed or initialed and dated. The Code Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise in the course of their duties, in accordance with Department policy.

C. Right Of Entry. The Code Official is authorized to enter structures or Premises, at reasonable times, with the express or implied consent of the owner, operator or occupant, to inspect in accordance with the Department's Policy and Procedure for Entering Onto Private Property to conduct administrative interior and exterior inspections for Code administration and enforcement and Licensing/Permitting purposes specified in other ordinances. If entry is refused or not obtained, the Code Official is authorized to pursue recourse to obtain entry as provided by law.

D. Reinspections. Every owner, operator and occupant of a Premises shall cooperate with and facilitate reinspections of Premises at reasonable times pursuant to reasonable notice by the Code Official to determine Code compliance with an Order to Repair. Failure by said owner, operator or occupant to cooperate with and facilitate such reinspections by the Code Official shall be a violation of this Code.

E. Obstruction. No owner, or operator of a Premises may deny the Code Official the right to enter and inspect any portion thereof under the control of a lawful occupant where such occupant has consented to said entry and inspection.

F. Denial of Entrance. No occupant of a Premises shall obstruct the owner thereof from complying with any order(s) of the Code Official made under authority of this Code. Obstruction shall include the denial of entrance into a Premises at reasonable times pursuant to reasonable notice.

G. Identification. The Code Official shall carry Department issued identification when entering and inspecting Premises in the performance of their duties under this Code and display such identification, when asked.

H. Notices and Orders. The Code Official shall, as necessary, issue notices and orders to responsible persons and tenants, where relevant, to obtain compliance with this Code.

I. Department Records. The Director of the Department is responsible for keeping official records of all business and activities of the Department specified in the provisions of this Code in accordance with State and City record keeping requirements.

16.07 APPROVAL OF ALTERNATIVE MATERIALS, METHODS AND EQUIPMENT

A. Modifications. Whenever there are practical difficulties involved in achieving strict compliance with the provisions of this Code, the Code Official shall have the authority to grant modifications for individual cases, provided the Code Official shall first find that special individual reason makes enforcement of the strict letter of this Code impractical and the modification will be in compliance with the intent and purpose of this Code and that such modification does not lessen health, life and fire safety protection. The details of action granting such modifications shall be recorded and entered in the Department records.

B. Alternative Materials, Methods and Equipment. The provisions of this Code are not intended to prevent the installation of any material or to prohibit any method of construction or equipment not specifically prescribed by this Code, provided that any such alternative has been approved, as hereinafter provided. An alternative material or method of construction or equipment shall be approved where the Code Official finds that the proposed alternative complies with the intent of the provisions of this Code, and that the material, method, or equipment proposed is, for the purpose intended, at least the equivalent of that prescribed in this Code in quality, strength, effectiveness, fire resistance, durability and safety.

C. Required Testing. Whenever there is insufficient evidence of compliance with the provisions of this Code, or evidence that a material, method or equipment does not conform to the requirements of this Code, or

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In order to substantiate claims of suitability for alternative materials, methods, or equipment, the Code Official shall have the authority to require tests to be made at no expense to the City, to determine compliance with this Code.

1. **Test Methods.** Test methods shall be generally recognized and accepted in the profession.
2. **Testing Agency.** All tests shall be performed by an agency approved by the Code Official.
3. **Test Reports.** Reports of tests shall be retained by the Director of the Department for the period required for retention of public records.

16.08 VIOLATIONS

A. Violations. It shall be a violation of this Code for any responsible person or tenant, where relevant, to fail to timely comply with any of the provisions of this Code.

B. Notice of Violation. The Code Official shall serve a notice of violation and order to repair in accordance with this Code.

C. Prosecution of Violation. If the order to repair is not complied within a timely manner, the Code Official shall initiate the appropriate proceeding at law or in equity to restrain, correct or abate such violation, and to require the removal or termination of the unlawful occupancy of the Premises.

16.09 NOTICES AND ORDERS

A. Notice of Violation and Order To Repair. Whenever the Code Official determines that there has been a violation of this Code, notice shall be given to the responsible person or tenant, where applicable, in the manner and form prescribed in this Code.

B. Form. Such notice and order shall:

1. Be in writing.
2. Include a statement of the violation with reference to the applicable provision(s) of this Code.
3. Contain an Order to Repair and allow a reasonable date certain for the violation to be corrected.
4. Include a notice of the appeal process.
5. Be served upon the responsible person or tenant, where relevant.

C. Method of Service. Such notice and order shall be deemed to be properly served if a copy thereof is:

1. Personally served in the manner provided for in State Statutes for service of process; or,
2. Sent by certified mail addressed to the last known address; or,
3. Sent by U.S. first class mail, postage prepaid, addressed to the last known address; and,
4. Posted in a conspicuous place on or about the main entrance to the structure, where there is a structure.

D. Recurring Violations.

1. Whenever there has been a notice of violation and order issued to the responsible person or tenants, where relevant, for a violation of this Code, no further notice and order shall be necessary for any reoccurrence of the same or similar violation prior to the commencement of any reinspection fees and/or forfeiture action or prior to seeking an injunction in a court of record.

2. Whenever there has been a complaint and subsequent notice of violation and order issued to the responsible person or tenants, where relevant, for any violation of this Code, or order issued pursuant to Charter Ordinance No. 28, no further notice and order shall be necessary following a third complaint and violation of this Code, or order issued pursuant to Charter Ordinance No. 28, or any combination thereof, within a twelve (12) month period prior to the commencement of any reinspection fees and/or forfeiture action, or prior to seeking an injunction in a court of record.

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E. Public Information. Notices and orders may be posted on the City Web Page for purposes of public information.

16.10 UNSAFE, UNFIT FOR OCCUPANCY, UNLAWFULLY OCCUPIED AND VACANT SUBSTANDARD STRUCTURES AND UNSAFE EQUIPMENT SUBJECT TO CLOSING AS A PUBLIC NUISANCE

A. Definitions. The following words and phrases shall have the meaning hereinafter provided:

1. Unsafe Structure means a Structure that Endangers Safety for reason that it is in imminent danger of failure or collapse, or a part of it has failed or collapsed, or it is in a condition of decay or dilapidation, or it has the presence of explosives, explosive fumes or vapors, toxic fumes, gases or materials, or it is the subject of the operation of Equipment.

2. Structure Unfit For Occupancy means a Structure which is an Unsafe Structure; or, a Structure which is unfit for habitation, occupancy or use because of the degree to which the Structure is dilapidated, in disrepair or lacks maintenance, or a Structure which is unsanitary, vermin or rat infested, contains filth and contamination, or which lacks ventilation, illumination, sanitary or heating facilities, or other essential Equipment required by this Code.

3. Unsafe Equipment means any Equipment within the Structure or servicing the Structure which is in such disrepair or condition that such Equipment is unsafe for operation and use.

4. Unlawful Structure means a Structure in whole, or in part, occupied by more persons than permitted under this Code, or a Structure which is erected, altered or occupied contrary to State law, or to the City Code of General Ordinances or Zoning Ordinance.

5. Vacant Substandard Structure means a vacant Structure that has been damaged by fire, water, wind, animals, or vandalized and/or entered and inhabited and unfit for habitation or occupancy.

6. Endanger(s) Safety means to threaten to or to injure or damage any person or property, or the life, health and safety of any person.

7. Equipment shall mean all piping, ducts, vents, control devices and other components of systems that are permanently installed and integrated in the Structure to provide control of environmental conditions, plumbing, electrical and heating systems, and other systems specifically regulated in this Code. Equipment does not include appliances.

8. Close/Closed/Closing means to vacate, cease operation or use, and/or secure.

9. Emergency Measures means to vacate, secure or temporarily repair a Structure or Close public streets, sidewalks, ways and places due to a Public Nuisance which imminently Endangers Safety.

10. Open and Accessible Structure means a Structure which has no barrier to unlawful entry.

B. Public Nuisance. When any Structure is found by the Code Official to be Unsafe or Unfit for Occupancy, Unlawful or Vacant Substandard, such Structure is deemed a Public Nuisance which may be Closed to habitation, occupancy and use pursuant to the provisions of this Code. When Equipment is found by the Code Official to be unsafe for operation and use, such Unsafe Equipment is deemed a Public Nuisance which may be Closed to operation and use pursuant to the provisions of this Code.

C. Prohibition. No person or party may maintain or permit a Structure or Equipment to be a Public Nuisance within the City.

D. Closing of Structures and Equipment. If a Structure is found by a Code Official to be Unsafe, Unfit for Occupancy, Unlawful, Vacant Substandard or contain Unsafe Equipment, the Code Official is authorized to

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order the Structure and/or Unsafe Equipment Closed by a date certain. Upon failure of the Responsible Person to Close the Structure or Unsafe Equipment within the time specified in the order, the Code Official may cause the Structure or Unsafe Equipment to be Closed through its employees or agents, or by contract or arrangement by private persons and placarded.

E. Special Assessments. Costs incurred in the abatement of a Public Nuisance shall be paid by the City and the Code Official shall recover the costs through special assessments levied against the benefited property. A One Hundred (\$100.00) Dollar administrative fee for processing and administering the special assessment shall be added to the special assessment against the benefited property.

F. Notice and Order. Whenever the Code Official has ordered the Closing of a Structure or Unsafe Equipment as a Public Nuisance, the notice and order shall be posted in a conspicuous place on or about the Structure or Unsafe Equipment affected by such notice and served on the Responsible Person as prescribed in **Section 16.09**.

G. Placarding. Upon failure of the Responsible Person served with a Notice and Order to abate or remove the Public Nuisance and/or Close the Structure or Unsafe Equipment in accordance with the order within the time given, the Code Official shall post on the Structure a placard bearing the words "Unfit For Habitation/Occupancy", and on Unsafe Equipment, a placard bearing the words "Unsafe For Operation/Use".

H. Prohibited Occupancy. Any person who enters, inhabits, or who occupies or uses a placarded Structure or operates or uses placarded Unsafe Equipment, and any Responsible Person who authorizes or permits anyone to enter, inhabit or occupy or use a placarded Structure or operate or use placarded Unsafe Equipment shall be in violation of this Code. For purposes of performing inspection, replacement, repair, maintenance or restoration work required to bring the Structure or Unsafe Equipment into compliance with this Code, any person may enter, occupy or use any Structure, or repair, replace or remove any Unsafe Equipment which has been Closed between the hours of 7:00 A.M. and 9:00 P.M., daily, or any other time authorized in writing by the Code Official.

I. Removal of Placard.

1. The Code Official shall remove the placard whenever the violations of this Code upon which the placarding was based have been eliminated.

2. Any person who defaces or removes a placard without the approval of the Code Official shall be in violation of this Code.

J. Securing and Maintaining a Vacant Substandard Structure.

1. **Securing a Vacant Substandard Structure.** The Responsible Person shall abate the Public Nuisance by securing the Vacant Substandard Structure against entry by adequately boarding up doors, windows, and other openings in a Workmanlike manner so as to prevent illegal entry, vandalism, and/or damage. Animals, animal nests and animal nesting materials shall be removed. Securing a Structure shall be done in accordance with the Standards for Securing Structures set forth in **Section 16.101** of this Code.

2. **Maintaining Equipment In Vacant Substandard Structures.** The Responsible Person shall maintain Equipment at all times in a safe condition, inactivated or drained so as to prevent the possibility of damage to the Structure by the failure of such Equipment, and so as to prevent hazardous and/or dangerous conditions.

K. Securing An Open and Accessible Structure. An Open and Accessible Structure which Endangers Safety is deemed a Public Nuisance. The Responsible Person shall, upon written or verbal notice from the Code Official, secure an Open and Accessible Structure in accordance with the Standards for Securing Structures set forth in **Section 16.101** of this Code.

16.101 STANDARDS FOR SECURING STRUCTURES

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A. Boarding. Any vacant or inhabited Structure deemed a Public Nuisance under this Ordinance and requiring securing shall be secured as follows:

1. At least one (1) door boarded and secured at the grade level shall be maintained with locks and hinges to permit entry for inspection purposes.

2. All doors and windows on ground level and those doors and windows accessible to grade by stairs or permanently fixed ladders within ten (10') feet of grade shall be boarded and secured, unless directed otherwise by the Code Official.

3. Boards shall be cut to fit door and window openings, and screws at least two (2") inches in length shall be used to fasten boards to the Structure. One-half (1/2") inch or three-quarter (3/4") inch wood or plywood shall be used.

4. The boarded material shall be painted to match the trim or siding color of the Structure or be painted flat white.

5. Alternate methods of boarding may be permitted upon written approval by the Code Official.

B. Fencing. When any Structure has been damaged by fire, water, illegal entry, or other cause; when hazardous or dangerous conditions exist; and, when such Structure cannot be secured by conventional locking or boarding up windows and doors, such Structure shall be fenced off so as to prevent access and entry to the Structure and the area immediately surrounding the Structure within twenty-four (24) hours of the damage.

C. Prohibition. No person or party shall board or fence a Structure contrary to the Standards contained in Sections 16.101 A. and B.

D. Special Assessments. In the event the Responsible Person fails to comply with an order of the Code Official to secure the Structure in accordance with the Standards for securing Structures set forth in this Code, where applicable, the Code Official shall have the Structure properly secured. Costs incurred in securing the Structure shall be paid by the City and the Code Official shall recover such costs through special assessments levied against the benefited property. A One Hundred (\$100.00) Dollar administrative fee for processing and administering the special assessment shall be added to the special assessment against the benefited property.

16.11 EMERGENCY MEASURES

A. Emergency Closing of a Structure. When, in the opinion of the Code Official, a Structure or Unsafe Equipment is a Public Nuisance under Section 16.10, and there is imminent danger of failure or collapse of a Structure, or a part of any Structure has fallen and the occupation of the remaining Structure will Endanger Safety, or there is actual or potential danger to the occupants, users or those in the proximity of any Structure, the Code Official is authorized and empowered to order and require the Responsible Person to Close the Structure forthwith. The Code Official shall, in such event, cause such Structure to be placarded at each entrance with a placard bearing the words: "Unfit For Habitation/Occupancy".

In the event the Code Official has required a Structure to be Closed, it shall be unlawful for any person to enter, inhabit, occupy or use such Structure, except for the purpose of securing the Structure, making the required repairs, removing the hazardous condition, demolishing the Structure, or otherwise securing compliance with an order of the Code Official.

B. Emergency Securing and Repairs. Notwithstanding any other provisions of this Code, in the event the Code Official has required the Emergency Closing of a Structure, or identified an Open and Accessible Structure which Endangers Safety, the Code Official may cause the securing of the Structure to render such Structure temporarily safe, whether or not the procedure described in this Code for providing notices and orders has been instituted; and, shall cause such other reasonable action to be taken as the Code Official deems necessary to meet such emergency. The Code Official may also employ the necessary labor and materials to

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perform or cause to be performed emergency repairs as expeditiously as possible.

C. Closing Public Streets, Sidewalks, Ways and Places. The Code Official may temporarily order the authority having jurisdiction to close streets, sidewalks, public ways and public places adjacent to Unsafe Structures, and prohibit the same from being used while any Unsafe Structure Endangers Safety.

D. Special Assessments. Costs incurred in the performance of emergency repairs shall be paid by the City and the Code Official shall recover the costs through special assessments levied against the benefited property. A One Hundred (\$100.00) Dollar administrative fee for processing and administering the special assessment shall be added to the special assessment against the benefited property.

16.12 RAZING STRUCTURES

A. Definitions. The following words and phrases shall have the meaning hereinafter provided:

1. **"Structure"** includes any portion of a Structure.
2. **"Raze the Structure"** means to demolish and remove the Structure and to restore the site to a dust-free and erosion-free condition.
3. **"Condemn"** means the process of issuing a Raze Order and razing a structure.

B. Administration and Enforcement. The Code Official is authorized to administer and enforce Section 66.0413, Wisconsin Statutes, entitled "Razing Buildings", which is incorporated herein by reference as if fully set forth herein, and any successor statutes.

C. Raze Order.

1. The Code Official may issue a Raze Order:
 - a. If a Structure is old, dilapidated, or out of repair and consequently dangerous, unsafe, unsanitary, or otherwise unfit for human habitation and unreasonable to repair, order the owner of the Structure to Raze the Structure; or, if the Structure can be made safe by reasonable repairs, order the owner to either make the Structure safe and sanitary, or to Raze the Structure at the owner's option.
 - b. If there has been a cessation of normal construction of a Structure for a period of more than two (2) years, order the owner of the Structure to Raze the Structure.

2. The Raze Order shall identify:

- a. The basis for the Raze Order.
- b. The time for compliance.

D. Reasonableness of Repair. Except as provided in Section 66.0413(3), Wisconsin Statutes, if the Code Official determines that the cost of repairs of a Structure described in Section 16.12 C.1. would exceed fifty (50%) percent of the assessed value of the Structure divided by the ratio of the assessed value to the recommended value as last published by the City Assessor's Office, the repairs are presumed unreasonable for purposes of Section 16.12 C.1.

E. Service of Order. An order under Section 16.12 C. shall be served on the owner of record of the Structure that is subject to the order, or on the owner's agent if the agent is in charge of the Structure, in the same manner as a summons is served in Circuit Court. An order under Section 16.12 C. shall be served on the holder of an encumbrance of record by first class mail at the holder's last known address and by publication as a Class One Notice under Chapter 985, Wisconsin Statutes. If the owner or owner's agent cannot be found, or if the owner and the owner's agent is deceased and an estate has not been opened, the order may be served by posting it on the main entrance of the Structure and by publishing it as a Class One Notice under Chapter

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985, Wisconsin Statutes, before the time limited in the order begins to run. The time limited in the order begins to run from the date of service on the owner or owner's agent; or, if the owner or owner's agent cannot be found, from the date that the order was posted on the Structure.

F. Effect of Recording Order. If a Raze Order issued under Section 16.12 C. is recorded with the Kenosha County Register of Deeds, the order is considered to have been served as of the date the Raze Order is recorded, on any person claiming an interest in the Structure or the real estate as a result of a conveyance from the owner of record, unless the conveyance was recorded before the recording of the Raze Order.

G. Failure to Comply With the Raze Order. If the owner of a Structure fails or refuses to comply with the Raze Order within the time prescribed, the Code Official may proceed to post the property as unfit for human habitation, occupancy or use, secure the Structure, and to Raze the Structure or contract with a private contractor for such work.

H. Special Assessments. The Code Official shall recover all costs to Condemn and Raze the Structure through special assessments levied and to be collected as a delinquent tax against the real estate upon which the Structure is located. Such special assessment shall be a lien upon the real estate. A One Hundred (\$100.00) Dollar administrative fee for processing and administering the special assessment shall be added to the special assessment against the benefited property.

16.13 BOARD OF HOUSING APPEALS

A. Appeal And Fee. Any person receiving a notice of violation and order which has been issued in connection with the enforcement of any provision of this Code and aggrieved thereby, may appeal the order and shall be granted a hearing on the matter before the Board of Housing Appeals, provided that such person shall file in the Office of the Department of Community Development and Inspections a written notice of appeal and request for hearing and setting forth a brief statement of the grounds therefor within twenty (20) days after the day the notice of violation and order was served. Upon receipt of such appeal, the Board of Housing Appeals shall set a time and place for such hearing and shall give the petitioner written notice thereof. At such hearing, the petitioner shall be given an opportunity to be heard and to show why such notice of violation and order should be modified or withdrawn. No appeal to the Board of Housing Appeals shall be deemed perfected or shall be heard until the appellant shall pay an appeal fee of Twenty-five (\$25.00) Dollars.

B. Board of Housing Appeals.

1. Created. The Board of Housing Appeals (hereinafter "Board") is created, having the purpose and powers hereinafter set forth.

2. Membership of Board; Quorum and Officers. The Board shall consist of five (5) members appointed by the Mayor, subject to confirmation of the Common Council, for terms of five (5) years. The terms shall be staggered so that the term of only one (1) member expires in any given year. In order to provide for such staggering, the initial terms of members shall be for one (1), two (2), three (3), four (4), and five (5) years. All terms shall commence on the first (1st) day of May. The officers of the Board shall be the Chairperson, Vice Chairperson, who shall act in the absence of the Chairperson, and the Secretary, who shall act in the absence of the Vice Chairperson. The presence of three (3) members at the Board shall constitute a quorum. The Director of the Department shall provide for secretarial services for the Board.

3. Powers.

a. The Board may:

(1) Reverse or affirm wholly or in part, or may modify any order, requirement, decision or determination appealed from and shall make such other order, or provide such other relief as in the opinion of said Board ought to be made in the matter and to that end shall have the power of the Code Official.

(2) Interpret the provisions of this Code in such a way as to carry out its intent and purpose.

(3) Vary or modify any order requiring structural changes to be made to the structure, where such action will not adversely affect the public health, safety or welfare.

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b. An order of the Code Officials, which is not reversed in whole or in part by the required votes, shall be deemed affirmed.

c. If the Board sustains, in whole or in part, or modifies any order, it shall be deemed to be an order under this Code.

4. Disqualification of Member. A Board member shall not hear an appeal in which that member has a personal, professional or financial interest.

5. Meetings. The Board shall meet upon notice from the Chairperson within thirty (30) days of the filing of an appeal, or at stated periodic dates and times.

6. Open Hearing and Deliberations. All hearings before the Board shall be open to the public. The appellant, the appellant's representative, the Code Officials and any person whose interests are affected shall be given an opportunity to be heard.

7. Procedure. The Board may adopt and make available to the public, through its Secretary, rules of procedures. The Board, in holding hearings, shall not require compliance with strict rules of evidence, but shall mandate that only relevant evidence be received.

C. Records and Copies. The proceedings at such hearing, including the findings and decisions of the Board, shall be summarized, reduced to writing, and entered as a matter of public record in the Department. Such record shall also include a copy of every notice of violation and order issued in connection with the matter. Any person aggrieved by the decision of the Board of Housing Appeals may seek further relief therefrom in any court of competent jurisdiction, as provided by the laws of Wisconsin.

D. Administration. The Code Official shall take immediate action to implement the decision of the Board.

E. Office. The Department shall be the office of the Board.

16.14 LODGING HOUSES

A. Prohibition. No person shall operate a lodging house, or shall occupy or let to another for occupancy any lodging room in any lodging house, except in compliance with the applicable provisions of this Chapter.

B. Requirements.

1. Sanitary Maintenance. The responsible person of every lodging house shall be responsible for the sanitary maintenance of the entire Premises. The tenant of each lodging room shall be responsible for the sanitary maintenance of the lodging room under their control.

2. Cooking Facilities. Cooking facilities are permitted, but not required in Lodging Houses. Cooking facilities are subject to the following:

a. Stoves or microwave ovens may be used if there is a sink with hot and cold running water within the room in which contained.

b. Portable, self-heating hotplates shall not be used.

c. Cooking stoves shall not be located closer than five (5') feet from a bed or upholstered furniture, or windows with curtains.

d. Rooms must have two (2) or more outlets with one (1) outlet being a ground fault circuit interrupter.

3. Lodging Houses. Every permittee of a lodging house shall:

a. Make available to the occupants the names of two (2) or more persons that may be called to arrange for emergency repair work. The names with the telephone numbers shall be posted in a conspicuous place readily accessible to the occupants. The names with the telephone numbers shall be revised periodically to maintain accurate information at all times.

b. Be responsible for the changing of supplied linen and towels therein at least once each week, and prior

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to the letting of any room to any occupant.

- c. Be responsible for the maintenance of all supplied bedding in a clean and sanitary condition.
- d. Prohibit the use of extension cords by occupant at any time.
- e. Identify each lodging room with numbers or letters on the outside of each room.

C. Permit. No person may operate a lodging house unless he/she holds a valid Lodging Housing Permit or Temporary Lodging House Permit issued by City in the name of the operator or owner and for the specific dwelling or dwelling unit. The annual fee for Lodging House Permits shall be Two Hundred Fifty (\$250.00) Dollars. The fee for a Temporary Lodging House Permit for all lodging houses shall be Fifty (\$50.00) Dollars. The fees provided herein are not subject to proration. The operator or owner shall apply to the City Clerk for such permit, which shall be issued by the City Clerk, or designee, upon compliance by the operator or owner with the applicable provisions of this Ordinance. Any unexpired permit shall be displayed in a conspicuous place within the lodging house at all times. No such permit shall be transferable. Every Lodging House Permit shall expire on the 31st day of August. Every Temporary Lodging House Permit shall expire thirty (30) days after issuance.

D. Appeal - Permit Denial. Any person whose application for a permit to operate a lodging house has been denied may request and shall be granted a hearing on the matter before the Board of Housing Appeals, under the procedure provided by **Section 16.13**.

E. Revocation of Permits.

1. Standards for Revocation. A permit issued pursuant to this Section may be revoked, not renewed, or suspended for just cause. "Just Cause" shall mean the unfitness of the operator or owner, unfitness of the Premises, improper operation, misrepresentation or a material error in the application for an original or renewal permit. Unfitness of the operator or owner includes, but is not limited to, mental incompetence, failure or inability to be regularly present on the Premises to personally supervise the operation, or violation of a relevant criminal law or local ordinance, regardless of whether conviction in a court ensues. Unfitness of the Premises includes, but is not limited to, any single event or condition which makes the premise unsafe or unsuitable for occupancy, or any series of minor violations occurring over time, or any multiple minor violations occurring within close time proximity. Improper operations includes, but is not limited to, permitting any of the following on or about the Premises: loitering for prostitution, illegal drug sales, loitering of groups of people which result in profane language, fights in public, battery, or other disorderly conduct.

2. Procedure.

a. Complaint. Any citizen or Code Official may sign a complaint seeking the revocation, nonrenewal, and/or suspension of a permit issued pursuant to this Code. Complaints shall state with specificity, the events or series of events forming the basis of the complaint.

b. Summons. The permittee shall be served in person or by certified mail, return receipt requested, or equivalent private delivery service, with a copy of the complaint and a summons, signed by the Chair of the Board of Housing Appeals, directing the permittee to appear before the Board of Housing Appeals.

c. Hearing. Within forty-five (45) days of the date of service of the Summons and Complaint on the permittee, the Board of Housing Appeals shall hold an evidentiary hearing. The proceeding shall be recorded by either a court reporter or on videotape. If the complaint is brought by the City Clerk or Code Official, the Office of the City Attorney shall prosecute said complaint.

d. Decision. The Board of Housing Appeals shall issue a decision in writing detailing its findings of fact and the Order of the Board. The decision shall be delivered to the complainant and the permittee by personal service, certified mail, return receipt requested, or equivalent private delivery service, or in the case of the permittee, by posting on the Premises being the subject of the complaint.

e. Effect. Upon revocation of the permit, a previously permitted lodging house shall cease operation, and no person may occupy for sleeping or living purposes any lodging room therein.

3. Appeal. An Order of Revocation by the Board of Housing Appeals may be appealed to Circuit Court in the manner prescribed by Section 753.04, Wisconsin Statutes.

Appeal - Revocation of Permit. Any person whose permit to operate a lodging house has been

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revoked, or who has received notice from the Board of Housing Appeals that his/her permit is to be revoked unless existing conditions or practices at his/her lodging house are corrected, may request and shall be granted a hearing on the matter before the Board of Housing Appeals under the procedure provided by **Section 16.13** of this Code. However, if no petition for a hearing is filed within twenty (20) days following the day on which a permit was revoked, the petitioner's right here provided to a hearing shall be deemed waived by petitioner and the petition shall be void as untimely.

16.15 RENT WITHHOLDING

A. Authority To Withhold Rent; Appeal of Authorization To Withhold Rent.

1. Deposit In Escrow. Notwithstanding any other provision of law or any agreement, whether oral or written, if a responsible person of real property fails or neglects to comply with an order of the Code Official to correct a violation of this Code, then upon the expiration of the time given in an order to correct those violations, or the expiration of any extensions of time which may be granted by the Code Official, the Code Official, upon application of the tenant, may authorize the tenant, as of the date of application, to deposit rental payments into an escrow account designated by the Director of Finance. Notwithstanding the above, a tenant shall not be authorized to withhold rent if the only violation of this Code is the failure to comply with an exterior paint order, replacement or repair of siding, seeding or sowing of grass, and replacing concrete foundations and fence posts during Winter, or if the tenant has rent for that property which is unpaid past the due date. The tenant may commence rental deposits into the escrow account upon authorization by the Code Official provided that payment is made prior to service of a five (5) day quit or pay notice or prior to a service of a fourteen (14) day termination notice given by the lessor under Chapter 704, Wisconsin Statutes. The responsible person shall be notified of rent withholding authorization by the Code Official by first class mail within five (5) days of said authorization.

2. Appeal From Tenant Authorization By Owner. Tenant authorization to deposit rental payments into an escrow account pursuant to **Section 16.15** shall be stayed if an appeal of rent withholding authorization is made by the responsible person to the Board of Housing Appeals in the manner and within the time period provided by **Section 16.13**. The Board shall have the power to affirm or reverse the authorization of rent withholding or require the return to the responsible person of all or part of the rent paid to the City escrow account or postpone to a future date the commencement of rent withholding. The Board may determine which, if any, of the violations of this Code was caused by the act or omission of the tenant and make a specific finding of such fact. Such finding shall not relieve the responsible party under this Code from the duty to comply therewith in a timely manner. The Board shall authorize rent withholding under this Section in such instances to continue only until such nontenant caused violations are certified as corrected by the Code Official. If a rent payment shall become due during the pendency of an appeal, the tenant shall deposit the rental payment into the escrow account when due. If the Board does not authorize rent withholding, all money deposited in the escrow account which is due to lessor shall be paid to the lessor without deduction of administrative fees from the account. If the Board does authorized rent withholding, administrative fees as herein authorized shall be deducted by the City prior to the making of any other disbursements.

3. Receipt of Rent Withheld. Upon acceptance of rent, receipt will be mailed to the responsible person or their agent and serve as a notice that rent has been paid, certified mail, return receipt mail requested or equivalent private delivery service. Within five (5) days of the due date, if rent remains unpaid, notice of nonpayment will be mailed to the responsible person or their agent by certified mail, return receipt requested or equivalent private delivery service.

4. Deposit by Tenant. The right of the tenant to deposit rental payments into the escrow account established by this Section shall not preclude or adversely affect in any way the right of lessor to use any of the rights and remedies provided by the laws of the State of Wisconsin pertaining to the relationship of landlord and tenant, including, but not limited to, commencing eviction proceedings after notice of nonpayment of rent has been sent. The Department has no responsibility for the collection of rent which is not paid when due.

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5. Escrow Account. The Director of the Finance Department is authorized to create a special revenue fund for the purpose of depositing rental payments collected which shall be held in an escrow account and released as set forth in **Section B**.

B. Release of Funds.

1. During Pendency of Withholding. Monies deposited in the escrow account, during pendency of withholding:

a. Shall be released to the Code Official by the Director of the Finance Department to cover administration expenses in the following amounts:

(1) Thirty (\$30.00) Dollars to establish the account, to be assessed only after rent withholding has been authorized by the Code Official.

(2) Five (\$5.00) Dollars per month, payable each month, to maintain the account if no transaction occurs during the month.

(3) Fifteen (\$15.00) Dollars per transaction made by the Director of Finance from this escrow account.

(4) Thirty (\$30.00) Dollars to close the account.

b. Shall be released at the discretion of the Code Official to pay utilities where the utility costs are included as part of the rent.

c. May be released at the discretion of the Code Official to reimburse any City department or to pay any private contractor hired by the City, for the costs of razing the building, securing vacant and open dwelling units, and the cutting of long grass and weeds.

d. May be released at the discretion of the Code Official to the responsible person, upon presentation of itemized receipts for reasonably necessary work completed at the direction of the Code Official.

2. After Completion of Required Repairs. After all repair orders of the Code Official which formed the basis for the rent withholding are complied with to the satisfaction of the Code Official, the Code Official, after applicable deductions under this Section, shall release all remaining funds which had been deposited by the tenant for that lessor, to the owner of record as recorded with the Register of Deeds. The owner of record shall appear personally before the Director of Finance or his/her designee during regular business hours for receipt of the funds.

C. Enforcement, Notice And Hearings. The provisions of this Code relating to enforcement, notice and hearings applicable to orders issued by the Code Official are made applicable to orders issued and the release of funds by the Code Official pursuant to this Code.

D. Harassment. No person may use any provision of this Section to harass any other person. To harass will include, but not be limited to, making spurious complaints to the Code Official or any other law enforcement official, terminating a tenancy or giving notice preventing the automatic renewal of a lease, or constructively evicting a tenant by any means, including the termination or substantial reduction of heat, water or electricity to the dwelling unit, or increasing, without good cause, the rent to a unit by more than ten (10%) percent over the rental rate in effect at the time during which the tenant applied for rent withholding. "Good Cause", as used in this Section shall include the nonpayment of rent to the lessor or to the escrow account, or the commission of waste. "Good Cause", as used in this Section, shall mean that the lessor must show a good reason for his/her action, other than one related to or caused by the operation of this Section, such as normal rental increases due to tax increases or increased maintenance costs.

E. Exemptions. This Section shall not apply to owner-occupied two unit dwellings or lodging houses having a Lodging House Permit granted pursuant to this Code.

F. Prohibited Conduct.

1. Any person who, contrary to this Section, accepts rental payments for Premises subject to authorized rent withholding, whether the rental payments are tendered by or on behalf of the tenant occupying the Premises at the time rent withholding is authorized or by, or on behalf of, any subsequent or other tenant who occupies the Premises during the existence of such rent withholding authorization, shall be

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in violation of this Code. Each payment accepted shall constitute a separate violation.

2. Any person who, contrary to this Section, engages in discrimination or harassment shall be in violation of this Code.

16.151 CHRONIC NUISANCE PROPERTY

A. Findings. The Common Council of the City of Kenosha finds that any Premises that has generated two (2) or more calls for police services, resulting in arrest or the issuance of citations for nuisance activities, has received more than the level of general and adequate police service and has placed an undue and inappropriate burden on the taxpayers of the City. Therefore, the Common Council directs the Chief of Police and the Director of Community Development and Inspections, as provided in this Section, to charge the owners of such Premises the costs associated with abating the violations at Premises where nuisance activities chronically occur.

B. Enforcement By Injunction. The regulations of this Section may be enforced by means of an injunction.

C. Definitions. For purposes of this Ordinance, the following words and phrases shall have the meanings provided.

1. **"Nuisance Activity"** shall mean any of the following activities, behaviors or conduct whenever engaged in by Premises' owners, operators, occupants or persons associated with a Premises:

- a. An act of harassment as defined in Section 947.013, Wisconsin Statutes.
- b. Disorderly Conduct as defined in **Section 11.02** of the Code of General Ordinances, or Section 947.01, Wisconsin Statutes.
- c. Battery, substantial battery or aggravated battery as defined in Section 940.19, Wisconsin Statutes.
- d. Indecent conduct as defined in **Section 11.02 D.** of the Code of General Ordinances, or Section 944.20(1), Wisconsin Statutes.
- e. Keeping a place of prostitution, or leasing a building for the purposes of prostitution as defined in **Section 11.03** of the Code of General Ordinances, or Section 944.34, Wisconsin Statutes.
- f. Littering of Premises as defined in **Section 11.02 U.** of the Code of General Ordinances.
- g. Theft as defined in **Section 11.02 W.** of the Code of General Ordinances, or Section 943.20, Wisconsin Statutes.
- h. Arson as defined in Section 943.02, Wisconsin Statutes.
- i. Possession, manufacture or delivery of a controlled substance or related offenses as defined in Chapter 961, Wisconsin Statutes.
- j. Gambling as defined in **Section 11.04** of the Code of General Ordinances or Section 945.02, Wisconsin Statutes.
- k. Keeping a prohibited dangerous animal as defined in **Chapter 14** of the Code of General Ordinances.
- l. Trespassing as defined in **Sections 11.022** or **11.036** of the Code of General Ordinances or Section 943.13, Wisconsin Statutes, or Criminal Trespass to Dwelling as defined in Section 943.14, Wisconsin Statutes.
- m. Discharge of a firearm as defined in **Section 11.02 A.** of the Code of General Ordinances.
- n. The production or creation of excessive noise as defined in **Section 11.14** of the Code of General Ordinances.
- o. Loitering as defined in **Sections 11.034** or **11.035** of the Code of General Ordinances.
- p. Public drinking as defined in **Section 11.026** of the Code of General Ordinances.
- q. Owning, keeping, having or harboring any bird or animal that causes a disturbance of the peace as defined in **Section 11.02** of the Code of General Ordinances.
- r. Obstruction/interference with Police or Fire personnel as defined in **Section 11.02 Q.** of the Code of General Ordinances.
- s. Any other offense against good order and conduct as defined in **Chapter 11** of the Code of General

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Ordinances or Chapter 947, Wisconsin Statutes.

t. Any act of aiding and abetting, as defined in Section 939.05, Wisconsin Statutes, any of the activities, behaviors or conduct enumerated in Sections a. to t. above.

u. Any conspiracy to commit (as defined in Section 939.31, Wisconsin Statutes) or attempt to commit, as defined in Section 939.32, Wisconsin Statutes, any of the activities, behaviors or conduct enumerated in Sections a. to t. above.

2. "Person Associated With" shall mean any person who, whenever engaged in a Nuisance Activity, enters, patronizes, visits or attempts to enter, patronize or visit, or waits to enter, patronize or visit, a Premises or person present on a Premises, including any officer, director, customer, agent, employee or independent contractor of a Premises' owner.

3. "Premises" shall mean a place of abode, a residence, a house or multiple dwelling unit for one (1) or more persons, including lodging houses, but excluding hotels, motels and tourist rooming houses. In the case of multiple dwelling units, "Premises" as used in this Section, may consist of any single unit providing complete, independent living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

D. Procedure.

1. Whenever the Chief of Police determines two (2) or more nuisance activities of the types defined in **Section 16.151 C.1.** have occurred at a Premises, resulting in arrests and/or the issuance of citations and/or verified by written police reports, on separate days during a sixty (60) day period, the Chief of Police may notify the Premises' owner in writing that the Premises is in danger of becoming a chronic nuisance. This notice shall be deemed to be properly delivered if sent either by first class mail to the Premises' owner's last known address, or if delivered in person to the Premises' owner. If the Premises' owner cannot be located, the notice shall be deemed to be properly delivered if a copy of it is left at the Premises' owner's usual place of abode in the presence of some competent member of the family at least fourteen (14) years of age, or a competent adult currently residing there and who shall be informed of the contents of the notice. If a current address cannot be located, it shall be deemed sufficient if a copy of the notice is sent by first class mail to the last known address of the owner as identified by the records of the City Assessor or the Director of Community Development and Inspections. This notice shall contain:

- a. The street address or legal description sufficient for identification of the Premises.
- b. A description of the nuisance activities that have occurred at the Premises and a statement indicating that the cost of future enforcement may be assessed as a special charges against the Premises.
- c. A statement that the Premises' owner shall, within thirty (30) days, respond to the Chief of Police either with an appeal or to propose a written course of action to abate the nuisance activities which is acceptable to the Chief of Police.

2. Whenever the Chief of Police determines that an additional Nuisance Activity has occurred at a Premises for which notice has been issued pursuant to **Section D.1.** above, and either this Nuisance Activity has occurred not less than thirty (30) days after notice has been issued or a course of action as required by **Section D.1.c.** has not been submitted, the Chief of Police may charge any Premises' owner found to be in violation of this Section the costs of enforcement in an amount not to exceed Two Hundred (\$200.00) Dollars. All costs so charged are a lien upon such Premises and may be assessed and collected as a special charge. A One Hundred (\$100.00) Dollar Administrative Fee shall be added to the special assessment against the property, as provided in **Section F.**

E. Violation. Each subsequent incident of nuisance activities shall be deemed a separate violation.

F. Cost Recovery. Upon receipt of a notice from the Chief of Police issued pursuant to **Section D.2.**, the Director of Community Development and Inspections shall charge any Premises owner found to be in violation of this Section the costs of enforcement, including administrative costs, in full or in part. All costs so charged are a lien upon such Premises and may be assessed and collected as a special charge. A One

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Hundred (\$100.00) Dollar Administrative Fee shall be added to the special assessment against the benefited property.

H. Appeal. Appeal of the determination of the Chief of Police pursuant to **Sections D.1. or D.2.**, or the action of the Director of Community Development and Inspections imposing special charges pursuant to Section F. against the Premises, may be submitted to the Board of Housing Appeals in the manner and under the procedure provided in **Section 16.13** of this Code. However, if no petition for hearing is filed within twenty (20) days following receipt of the notice provided for in **Section D.** by the Premises owner, the Petitioner's right herein provided to a hearing shall be deemed waived by the Petitioner and the hearing petition shall be voided as untimely.

16.16 GENERAL PROPERTY MAINTENANCE REQUIREMENTS

A. Scope. The provisions of this Code shall govern the minimum requirements and the responsibilities of persons for maintenance of Premises (including existing structures, exterior Premises and equipment), whether occupied or vacant.

B. Responsibility. The responsible person (as defined herein) shall maintain their Premises in compliance with this Code. A person shall not occupy a Premises, or permit another person to occupy a Premises which does not comply with the requirements of this Code. Occupants (including owner occupants and tenants) of a Premises are responsible for caring for and maintaining that part of the Premises which they occupy and control, including garages, fences and accessory buildings. All responsible persons shall be jointly and severally responsible for securing compliance of their Premises with this Code.

16.17 EXTERIOR PREMISES

All exterior Premises, including the abutting right-of-ways, lawn park areas, curbs and gutters, shall be maintained by the responsible person or tenant, where relevant, in accordance with this Section.

A. Clean, Sanitary and Reasonably Safe.

1. In a clean and sanitary condition, free from debris.
2. Free from rubbish and garbage which are not contained as provided under **Section 5.06** of the Code of General Ordinances, entitled "Waste Collection and Removal", and any successor Ordinance for purposes of storage and collection, provided storage is for no longer than necessary to accommodate collection, but not longer than seven (7) days.
3. Free from recyclable materials, as defined in **Section 5.119** of the Code of General Ordinances, which are not contained as provided in said **5.06** for purposes of collection and storage, provided storage is for no longer than necessary to accommodate collection, but not longer than fourteen (14) days.
4. Free from nuisance motor vehicles, nuisance boats, scrap metals, and all household furniture not designed for outdoor use.
5. In a condition so as not to become infested with rodents or a rodent harborage.
6. Free from used building materials.
7. Free from animal feces, which were present for more than twenty-four (24) hours.
8. Free from physical hazards.
9. Free from appliances, furnaces, water heaters, water softeners or building materials which are not integrated into a structure within five (5) days of being placed on Premises.
10. Free from any accumulation of combustible materials which are not used as an integral part of an authorized business carried out on the Premises.
11. Free of any raw materials, equipment parts, or bulk commodities, unless said items are a raw material used in a lawful business carried out on the Premises or a final manufactured product.
12. Free from motor vehicle, boat or aircraft parts and tires, (excluding tires used as sandboxes, swings, and playground equipment).

In the event that the Responsible Person fails to comply with an order of the Code Official to maintain

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the Exterior Premises in accordance with **Sections 16.17 A.1.** through **12.** above, the Code Official may have the Premises cleaned and shall recover the cost of said cleaning and the disposal of all materials removed therefrom through a special assessment levied against the benefited Premises. A One Hundred (\$100.00) Dollar Administrative Fee shall be added to the special assessment against the benefited property.

B. Unpaved Lawn Park Areas. The unpaved public lawn park areas abutting private property between the curb and lot line shall be maintained by the abutting property owner in conformance with **Section 5.11** of the Code of General Ordinances.

C. Maintenance of Alleys and Vacated Alleys. All alleys and vacated alleys, abutting private property between the center of the alley and the lot line, shall be maintained by the abutting property owner in accordance with this Code.

D. Grading and Drainage. All Premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon. All courts, yards or other areas on the Premises shall be properly graded to divert water away from the structure. Adjacent ground surface shall be sloped away from the structure with a grading of at least one-half (1/2") inch per foot for a minimum of five (5') feet where possible or by other means such as eaves, troughs and downspout extensions.

Approved retention and detention basins, however, shall be permitted to hold water in accordance with their approved design and capacity.

E. Sidewalks, Walkways, Stairs, Driveways and Parking Facilities. Private concrete sidewalks shall be maintained in accordance with the standards for public sidewalk maintenance. Walkways, stairs, driveways, and parking facility areas shall be maintained in good repair and reasonably safe. Existing concrete or bituminous paved walkways, driveways, and parking facilities shall be repaired or replaced as such. Parking facilities with more than five (5) parking spaces shall comply with the requirements of **Section 5.08** of the Code of General Ordinances. Public sidewalks shall be maintained in accordance with **Sections 5.11** and **5.116** of the Code of General Ordinances.

F. Weeds. All exterior Premises shall be kept free from weeds as defined in this Code. Where weed destruction is not performed by the responsible person, weeds shall be destroyed by the Code Official. Weeds which equal or exceed eight (8") inches in height shall be destroyed by cutting and mulching.

G. Landscaping. Landscaping, plantings and other decorative surface treatments, including species of grass common to Southeastern Wisconsin, shall be installed and maintained so as to present an attractive appearance in all court and yard areas in accordance with generally accepted landscaping practices in Southeastern Wisconsin. Unless granted a variance for a natural lawn from the Code Official, grass shall be maintained to a height not to exceed eight (8") inches. Plantings, including, but not limited to grasses, trees and shrubs shall be maintained so as not to present hazards to persons or vehicles traveling on public right-of-ways and shall be maintained so as to enhance the appearance and value of the property on which located, and thereby enhancing the appearance and value of abutting property, the neighborhood and the City.

Application for variance for a natural lawn, if desired, shall be made by the responsible person on a form promulgated by the Department. The application shall state with specificity the dimensions of the area sought for variance, along with a diagram showing the position of the area relative to sidewalks, driveways, streets, alleys, and other public right-of-ways. The application shall state the species, if ascertainable, and maximum height of the grasses. The application may be made without cost to the applicant. The application shall be granted or granted with reasonable conditions unless it is determined that the granting will conflict with the purpose and intent of this Code, in which event the application will be denied. The denial of an application or the reasonableness of conditions imposed may be appealed to the Board of Housing Appeals in accordance with the procedures of this Code.

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In the event that the responsible person fails to comply with an order of a Code Official to cut grass or trim trees or shrubs, the Code Official shall have the grass cut to a height of three (3") inches and have the trees trimmed and shall recover the cost through special assessments levied against the benefited property. A One Hundred (\$100.00) Dollar Administrative Fee for processing and administering the special assessment shall be added to the special assessment against the benefited property.

H. Firewood Storage. Firewood, for personal use only, may be kept on residentially zoned or used property. It shall be stored in straight, orderly piles which are raised a minimum of six (6") inches off the ground, which are not more than six (6') feet in height, which are not in the "front yard" as defined in the Zoning Ordinance, and which are no closer than four (4') feet to a dwelling.

I. Exterior Storage. Exterior storage is subject to all required reviews, approvals and permits under the Zoning Ordinance and Code of General Ordinances. Exterior storage in Business Zoning Districts shall be screened in accordance with Section 3.12 D. of the Zoning Ordinance. All required screening shall be maintained in good repair. Exterior storage is prohibited on residentially zoned or used property.

J. Rodent Harborage. All Premises shall be kept free from nondomesticated rodent harborage. Where nondomesticated rodents are found, they shall be promptly exterminated by a State approved process which will not be injurious to human health. After rodent extermination, proper precautions shall be taken to control rodent harborage and prevent reinfestation.

K. Exhaust Vents. Pipes, ducts, conductors, fans, blowers or other exhaust vents shall not discharge gases, steam, vapor, hot air, grease, smoke odors or other gaseous or particulate wastes directly upon public or private property or that of another tenant on the same Premises.

L. Accessory Buildings/Structures. All accessory buildings and structures, including windows and doors which are a part thereof, shall be maintained structurally sound, in good repair, reasonably weathertight, watertight, and rodentproof. Responsible persons shall not permanently remove any door or window except to board up a door or window by removing existing trim, installing framing as necessary, and siding to match the existing siding.

M. Fences. All fences shall be maintained in good repair, be structurally sound and plumb. Fence surfaces shall be free of rust, corrosion, deterioration, decay, missing parts, and peeling, flaking and chipped paint. Wood surfaces other than decay-resistant wood must be protected from the elements and decay by painting or other protective covering or treatment. Fences shall not be of a type prohibited by Section 16.06 of the Zoning Ordinance for the City of Kenosha.

N. Motor Vehicles and Motor Vehicle Repair Work. Section 7.128 of the Code of General Ordinance regulating nuisance motor vehicles and motor vehicle repair work shall be complied with.

O. Graffiti. In accordance with Section 11.031 of the Code of General Ordinances, the owner of any building or accessory building shall be responsible for removing all graffiti therefrom within fifteen (15) days from the posting of the property.

In the event that the owner of any building or accessory structure does not remove the graffiti so ordered by the Code Official, the Code Official may have the graffiti removed and shall recover the cost of said graffiti removal through a special assessment levied against the benefited property. A One Hundred (\$100.00) Dollar Administrative Fee shall be added to the special assessment against the benefited property.

16.18 EXTERIOR OF STRUCTURES

The exterior of a structure shall be maintained by the responsible person in accordance with this Section.

A. Exterior Walls, Surfaces and Repairs. All exterior walls and surfaces, including, but not limited

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to, decorative features and overhang extensions, doors, door and window frames, cornices, porches and trim, shall be maintained in good repair. All exterior surfaces shall be free from decay, missing parts, serious cracking, irregularities, and peeling, flaking and chipped paint. Flaking and chipping paint, when removed, shall be collected and stored in containers and disposed of in accordance with Federal and State law. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and affected surfaces treated and repainted in a workmanlike manner. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and watertight. All surface repairs shall be completed to closely match the existing surface color and texture.

B. Street Numbers. All dwellings or buildings in the City of Kenosha shall be numbered in accordance with a certain book now on file in the office of the Department of Public Works, which is designated "ADDRESS BOOK". All street numbering shall be in conformance with the requirements set forth in Section 9.23 of the Code of General Ordinances.

C. Structural Members. All structural members shall be maintained structurally sound, in good repair, and be capable of safely supporting the imposed loads.

D. Foundation Walls. All foundation walls shall be maintained structurally sound, plumb and free from open cracks and breaks, in good repair, and shall be kept in such condition so as to prevent the entry of rodents.

E. Exterior Walls. All exterior walls shall be maintained structurally sound, free from holes, breaks, loose or rotting materials, in good repair, and maintained weatherproof. Responsible persons shall not remove any door or window in a residential dwelling, except to board up a door or window not required for light or ventilation by removing existing trim, installing framing as necessary and siding to match the existing siding. All repairs shall be completed in a workmanlike manner to match the existing materials, architecture and colors. The Code Official shall approve all methods used to board up any windows or doors in commercial, manufacturing or industrial buildings.

F. Roofs and Drainage. The roof and flashing shall be maintained structurally sound, tight and not have defects that admit water. The roof coverings shall be in good repair, free from wear and tear, storm damage and missing components. All repairs shall be made to closely match the type and color of the existing roof. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

G. Decorative Features. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition. Any missing parts shall be replaced with matching parts.

H. Overhang Extensions. All canopies, marquees, signs, metal awnings, fire escapes, standpipes, exhaust ducts and similar overhang extensions shall be maintained structurally sound and in good repair with proper anchorage.

I. Stairways, Decks, Porches, Ramps and Balconies. Every exterior stairway, deck, porch, ramp, and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads. Any new or replacement stairways, decks, porches, ramps and balconies shall be installed in accordance with the requirements of Chapters Comm. 20 - 25 of the Wisconsin Administrative Code.

J. Handrails/Guardrails.

1. Requirements. Every stairway, deck, porch, ramp and balcony with more than three (3) risers or

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where more than twenty-four (24") inches above grade, shall have handrails/guardrails installed which are in good repair. "Good Repair" shall mean structurally sound, with proper anchorage, and capable of supporting projected loads.

2. Maintenance. Every handrail/guardrail installed shall be maintained so as to be in Good Repair. Every handrail/guardrail installed shall be replaced if destroyed and repaired if not in Good Repair.

3. Standards For Handrails. Handrails shall be installed in accordance with the following standards:

a. One-Family and Two-Family Dwelling Units: Thirty (30") inch minimum height; thirty-eight (38") inch maximum height.

b. Multi-Family Dwellings of Three (3) or more Units: Thirty-four (34") inch minimum height; thirty-eight (38") inch maximum height.

c. Handrails shall be measured vertically from the nosing of the tread.

d. Handrails shall be continuous without interruption by newel posts, other structural elements or obstructions. Handrails shall be permitted to be interrupted by a newel post at a turn in a stairway.

e. Handrails shall have intermediate rails on open-sided floor areas. The rails shall be balusters or be of solid material such that a sphere with a diameter of four (4") inches cannot pass through any opening. Plywood and latticework are not permitted in replacement or new intermediate rails. This standard shall not apply to intermediate rails installed prior to 2005 that are in Good Repair, and that have balusters or are of a solid material such that a sphere with a diameter of six (6") inches cannot pass through any opening.

4. Standards For Guardrails. Guardrails shall be installed in accordance with the following standards:

a. One-Family and Two-Family Dwelling Units: No less than thirty-six (36") inches in height.

b. Multi-Family Dwellings of Three (3) or more Units: No less than forty-two (42") inches in height.

c. Guardrails shall be measured vertically above the leading edge of the tread or adjacent walking surface.

d. Guardrails shall have intermediate rails on open-sided floor areas. The rails shall be balusters or be of solid material such that a sphere with a diameter of four (4") inches cannot pass through any opening. Plywood and latticework are not permitted in replacement or new intermediate rails. This standard shall not apply to intermediate rails installed prior to 2005 that are in Good Repair, and that have balusters or are of a solid material such that a sphere with a diameter of six (6") inches cannot pass through any opening.

K. Chimneys, Towers and Antennas. All chimneys, cooling towers, smokestacks and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

L. Windows. Every window, storm window, skylight and screen window, including the frames shall be kept in sound condition, good repair and weathertight.

1. Glazing. All window glazing materials shall be maintained free from cracks and holes.

2. Openable Windows. Every window, other than a fixed window, shall be easily openable, capable of being held in position by existing window hardware, and have locking devices in good repair and good working order.

3. Insect Screens. During the period from April 15 to October 15, every openable window, every door and other outside openings required for ventilation of habitable rooms, food preparation areas, food service areas, and any area where products to be included or used in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with tightly fitting screens of not less than sixteen (16) mesh per square inch and every swinging door shall have a self-closing device in good repair and good working condition. The use of half screens or interior type temporary screens is prohibited.

4. Storm Windows. All exterior windows shall have storm windows installed and maintained to

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prevent excessive drafts and heat loss no earlier than October 15, but no later than November 15, annually, except where permanent and openable or where the prime sash is a double or triple-glazed sash.

M. Doors. All exterior doors, door assemblies and hardware shall be maintained in good working condition and in good repair.

1. Door Viewer. Each main entrance door into a dwelling and dwelling unit shall contain an approved door viewer, except where a window in the door, or a window adjacent to the doorway, provides a clear view of the entrance.

2. Door Type and Hinges. Doors leading into each dwelling and dwelling unit shall be of solid-core slab type or insulated steel construction, equipped with door hinges so arranged as to be inside the dwelling or dwelling unit or with locking pin hinges.

3. Deadbolt Locks. All doors leading into each dwelling and dwelling unit shall have a keyed deadbolt lock with a minimum one (1") inch throw, which is operable with a key on the exterior side of the door and a knob on the interior side of the door. The deadbolt strikeplate shall be held in place by no less than two and one-half (2-1/2") inch screws. Patio doors shall have an approved secondary locking device; e.g., locking pins or 2 x 4's of proper length. Deadbolt locks shall be in good working condition and good repair.

N. Security Maintenance. All building security locks and related intercom communication systems shall be maintained and kept in good working condition and good repair.

O. Basement Hatchways. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water, in good repair and in good working condition. Guardrails shall be installed in the absence of a hatch door.

P. Guards For Basement Windows. Every basement window that is openable shall have storm windows or other approved protection against the entry of rodents, in good working condition and in good repair.

16.19 INTERIOR OF RESIDENTIAL STRUCTURES

The interior of a structure and equipment therein shall be maintained by the responsible person or tenant, where applicable, in compliance with this Section.

A. Interior Wall, Ceiling and Floor Surfaces and Repairs. All interior wall, ceiling and floor surfaces, including, but not limited to, windows and doors, shall be maintained in good repair. All surfaces shall be free from serious cracking, irregularities and peeling, flaking and chipped paint. A waterproof and hard surface shall be provided in spaces subject to moisture. All surface repairs shall be completed to closely match the existing surface color and texture. Floor surfacing shall provide ease of maintenance and durability appropriate for the use of the room.

B. Structural Members. All structural members shall be maintained structurally sound, in good repair, and be capable of supporting the imposed loads.

C. Toilet Room Compartment and Bathroom Flooring. Every toilet room floor surface and bathroom floor surface shall be properly constructed and maintained so as to be reasonably impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.

D. Stairs and Walking Surfaces. All interior stairs and railings, ramps, balconies, porches, decks and other walking surfaces shall be maintained in a structurally sound condition, in good repair, with proper anchorage and capable of supporting the imposed loads.

E. Handrails and Guardrails. Every handrail and guardrail shall be maintained structurally sound, in

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good repair, with proper anchorage and capable of supporting the imposed loads.

F. Interior Doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

G. Facility, Cabinet, Equipment, Appliance and Utility Installation and Maintenance. Every facility, cabinet, piece of equipment, appliance and utility shall be so constructed, installed and maintained so that it will be in good repair and in a good working condition. Any facility, cabinet, piece of equipment or appliance not in good working condition, which is supplied by the responsible person, shall be repaired or removed by the responsible person. It shall be the responsibility of the tenant or occupant to maintain supplied facilities, cabinets, equipment, appliances and utilities, in a clean and sanitary condition when contained within the tenant's/occupant's dwelling unit.

H. Sanitary Conditions. The responsible person shall maintain the common areas of their Premises in a clean, safe and sanitary condition. A person shall not occupy a Premises, or permit another person to occupy a Premises which does not comply with the requirements of this Code. Occupants (including owner occupants and tenants) of a Premises shall be responsible for caring for and maintaining in a clean, safe, and sanitary condition that part of the Premises which they occupy and control. All responsible persons and occupants (including owner occupants and tenants) shall be jointly and severally responsible for securing compliance of their Premises with this Code.

16.20 WASTE COLLECTION AND REMOVAL AND RECYCLING

A. General.

1. Every exterior Premises shall be maintained to be free from any accumulation of waste, except for temporary collection, in accordance with **Section 5.06** of the Code of General Ordinances.
2. Recycling shall be governed by **Section 5.119** of the Code of General Ordinances.

B. Disposal. The responsible person, and tenant, where applicable, for every Premises shall be responsible for waste collection and removal and recycling.

C. Waste Containers. Waste containers with tight fitting lids shall be provided as follows on both residential and nonresidential property for the collection of waste until removed from the Premises for disposal:

1. Residential Premises - Responsibility. The following shall provide and maintain waste containers:

- a. One and Two Unit Dwellings.** By the occupants of one and two unit dwellings.
- b. Multi-Unit Dwellings.** By the responsible person of multi-unit dwellings (three or more residential units), in accordance with the following:
 - (1) For three (3) or four (4) unit dwellings, individual waste containers may be provided on a per dwelling unit basis.
 - (2) For dwellings exceeding four (4) dwelling units, covered waste containers may be centrally located and serve the entire complex.

2. Commercial Premises - Responsibility. The responsible person shall provide and maintain waste containers.

3. Waste Containers and Dumpsters.

- a.** Waste containers and dumpsters shall be of a number and size to adequately handle the waste generated by the occupants.
- b.** The responsible person shall be responsible for preventing or correcting any overflow of waste from the waste containers or dumpsters.

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- c. All dumpsters shall be placed on a hard paved surface.
- d. Enclosures required by a City Conditional Use Permit or Site Plan Review for waste containers and dumpsters shall be installed and maintained in accordance with approved plans.
- e. Waste containers and dumpsters shall be maintained in sound structural condition and in good repair.
- f. Waste containers and dumpsters, except for the day of collection, shall be stored every day, at any location on private property which is enclosed, or stored in a dwelling or structure, or located in the rear or side yard for the dwelling or structure. Waste containers and dumpsters shall be located so as not to create a nuisance.

D. Removal of Debris.

- 1. No person shall dispose of rocks, trees, stumps, waste, building material or other debris from land development, building construction, street grading, or installation of underground utilities, upon the surface of any land in the City of Kenosha, except at approved disposal sites.
- 2. No responsible person for any Premises shall allow an accumulation of rocks, trees, stumps, waste, building material or other debris from land development, building construction, street grading (under owner's control), or installation of underground utilities (under owner's control) upon the surface of their Premises for a period of more than ten (10) days.
- 3. All fill dirt shall be leveled off to permit the mowing of weeds between May 15 and November 1. Stones, bottles, wire, and other debris that will interfere with mowing operations shall be removed.

16.21 EXTERMINATION

A. Infestation. All Premises shall be kept free from insect and rodent infestation. All Premises in which insects, rats, vermin and other pests are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

B. Responsibility for Extermination. The responsible person for any Premises shall be responsible for extermination.

C. Extermination. All extermination services shall be performed by a licensed exterminator. Effective extermination shall continue until all insects, rats, vermin and other pests are eliminated. The responsible person shall submit completed extermination reports from the licensed exterminator to the Code Official, upon request.

16.22 LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

A. General.

- 1. **Scope.** The provisions of this Section shall provide the minimum requirements and standards for light, ventilation and occupancy limitations for structures.
- 2. **Responsibility.** The responsible person shall provide and maintain light, ventilation and occupancy limitations in compliance with this Section.
- 3. **Prohibition.** A person shall not occupy, or permit another person to occupy any structure that does not comply with the requirements of this Section.
- 4. **Alternative Devices.** In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the City Building Code shall be permitted.

B. Light.

- 1. **Habitable Spaces.** Every habitable space shall have at least one (1) window of a size required by

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Chapters Comm. 20-25 of the Wisconsin Administrative Code facing directly to the outdoors or to a court. The minimum total window pane areas for every habitable space shall be eight (8%) percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than three (3') feet from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court, and shall not be included as contributing to the required minimum total window area for the room.

Where natural light for rooms or spaces without exterior window pane areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least eight (8%) percent of the floor area of the interior room or space, but not less than twenty-five (25) square feet. The exterior window pane area shall be based on the total floor area being served.

2. Common Hall and Stairway Spaces. Every common hall and stairway, other than in single unit dwellings, shall be lighted at all times with at least a sixty (60) watt standard incandescent lightbulb or equivalent for each two hundred (200) square feet of floor area, provided that the spacing between lights shall not be greater than thirty (30') feet. Every interior stairway used as a means of egress, other than in single dwelling units, shall be illuminated with a minimum of a sixty (60) watt standard incandescent lightbulb or equivalent at floors, landings and treads.

3. Other Spaces. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and use of the appliances, equipment and fixtures.

C. Ventilation.

1. Habitable Spaces. Every habitable space shall have at least one (1) openable window. The total openable area of the window in every room shall be equal to at least forty-five (45%) percent of the minimum windowpaned area required in this Code.

Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least eight (8%) percent of the floor area of the interior room or space, but not less than twenty-five (25) square feet. The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

2. Bathrooms and Toilet Rooms. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by this Code, except that a window shall not be required in such spaces as are equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge directly to the outdoors and shall not be recirculated.

3. Clothes Dryer Venting Systems. Clothes dryer venting systems shall be independent of all other systems and shall be vented in accordance with the manufacturer's instructions.

D. Occupancy Limitations.

1. Privacy. Dwelling units and rooming units of lodging houses shall be arranged to provide privacy and be separate from other adjoining spaces.

2. Minimum Room Widths. A habitable room, other than a kitchen, shall not be less than seven (7') feet in length or width. Kitchens shall have a clear passageway of not less than three (3') feet between counter fronts and appliances or counter fronts and walls.

3. Minimum Ceiling Heights. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than seven (7') feet. Rooms occupied exclusively for sleeping, study or similar purposes may have a sloped ceiling over all or part of the

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room, with a clear ceiling height of at least seven (7') feet over not less than one-third (1/3rd) of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of five (5') feet or more shall be included.

4. Bedroom Requirements. Every bedroom shall comply with the following requirements:

a. Area For Sleeping Purposes. Every bedroom occupied by one (1) occupant shall contain at least seventy (70) square feet of floor area, and every bedroom occupied by more than one (1) occupant shall contain at least fifty (50) square feet of floor area for each occupant thereof.

b. Access From Bedrooms. Bedrooms, except for dwelling units that contain fewer than two (2) bedrooms, shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.

c. Water Closet Accessibility. Every bedroom shall have access to at least one (1) water closet and one (1) lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to at least one (1) water closet and lavatory located in the same story as the bedroom or an adjacent story.

d. Kitchens and Nonhabitable Spaces. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

e. Basement Bedrooms. No basement space shall be used as a bedroom unless:

(1) The floor and walls are impervious to leakage of underground and surface runoff water and are insulated against dampness.

(2) The total windowpane area in each room is equal to at least the minimum windowpane area required in this Ordinance. The required minimum windowpane area must be located entirely above the grade of the ground adjoining such windowpane area.

(3) The total of openable window area in each room is equal to at least the minimum required under this Code, except where there is supplied some other device affording adequate ventilation and approved by the Code Official.

(4) The room meets all the requirements of this Code and the requirements of Chapters Comm. 20-25 of the Wisconsin Administrative Code.

5. Minimum Area Requirements. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements specified in the following **Table 16.22 D.5.**

**MINIMUM AREA REQUIREMENTS
TABLE 16.22 D.5.**

SPACE	MINIMUM AREA IN SQUARE FEET		
	1 - 2 Occupants	3 - 5 Occupants	6 or More Occupants
Living Room	No Requirements	120 s.f.	150 s.f.
Dining Room	No Requirements	80 s.f.	100 s.f.
Kitchen	50 s.f.	50 s.f.	60 s.f.
Bedrooms	70 s.f. for 1 person; 50 s.f. for each person where more than 1 person		

a. Sleeping Area. The minimum occupancy area required by **Table 16.22 D.5.** shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes.

b. Combined Spaces. Combined living room and dining room spaces shall comply with the requirements of **Table 16.22 D.5.** if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

6. Efficiency Unit. Nothing in this Section shall prohibit the use of an efficiency dwelling unit meeting the following requirements:

a. An efficiency dwelling unit occupied by not more than two (2) occupants shall have a clear floor area

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of not less than two hundred twenty (220) square feet. An efficiency dwelling unit occupied by three (3) occupants shall have a clear floor area of not less than three hundred twenty (320) square feet. These required areas shall be exclusive of the areas required by **Sections b. and c.**

b. Be provided with a kitchen sink, space and hookups for cooking appliances and refrigeration facilities, each having a clear working space of not less than thirty (30") inches in front. Light and ventilation conforming to this Code shall be provided.

c. Be provided with a separate bathroom containing a water closet, lavatory, and bathtub or shower.

d. Have no more than three (3) occupants.

7. Food Preparation. All spaces to be used for food preparation purposes shall contain suitable space to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

16.23 PLUMBING SYSTEMS FACILITIES AND FIXTURE REQUIREMENTS

A. General.

1. Scope. The provisions of this Section shall govern the minimum requirements and standards for plumbing systems, facilities and fixtures in structures.

2. Responsibility. The responsible person of the structure shall provide and maintain plumbing systems facilities, and fixtures in compliance with this Section.

3. Prohibition. A person shall not occupy or permit another person to occupy any structure that does not comply with the requirements of this Section.

4. Maintaining Sanitary Sewer and Water Service. No responsible person shall cause any sanitary sewer or water service to be removed from or shut off from or discontinued for any occupied dwelling, dwelling unit or lodging room, except for such temporary interruption as may be necessary while actual repairs are in process, or during temporary emergencies beyond the control of the responsible person.

5. Maintaining Fixtures. Every occupant of a dwelling unit shall keep all plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.

B. Required Facilities.

1. Dwelling Units. Every dwelling unit shall contain its own bathtub or shower, water closet, bathroom sink and kitchen sink which shall be maintained by the responsible person in good repair, in good working condition, and in a sanitary condition. The bathroom sink shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required bathroom sink.

2. Lodging Houses. Every lodging house shall contain at least one water closet, bathroom sink and bathtub or shower for each eight (8) persons residing therein.

C. Toilet Rooms and Bathrooms.

1. Privacy. Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all bathrooms and toilet rooms.

2. Location. Toilet rooms and bathrooms serving lodging units shall have access by traversing not more than one (1) flight of stairs and shall have access from a common hall or passageway.

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D. Plumbing Systems and Fixtures.

1. **General.** All plumbing systems and fixtures shall be properly installed in good repair, in good working condition, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed.

2. **Fixture Clearances.** Plumbing fixtures shall have adequate clearances for usage and cleaning.

3. **Plumbing System Hazards.** Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross-connection, backsiphonage, improper installation, deterioration or damage or for similar reasons, the Code Official shall require the defects to be corrected to eliminate the hazard.

E. Water Supply System.

1. **General.** Every sink, lavatory, bathtub or shower, drinking fountain, water closet, laundry facility or other plumbing fixture shall be properly connected to either a public water supply system or to a State or City approved private water system and shall be supplied with hot or tempered and cold running water in accordance with the State Plumbing Code.

2. **Free From Contamination.** The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood level rim of the fixture. Shampoo basin faucets, janitor sink faucets, and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

3. **Supply.** The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

4. **Water Heating Facilities.** Every dwelling unit shall have water heating facilities properly installed in good repair, good working condition, and maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower, water closet and laundry facility at a temperature of not less than 110°F. (49°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

F. Sanitary Sewer and Treatment System.

1. **General.** All plumbing fixtures shall be properly connected to either a public sewer and treatment system or to a State or City approved private sewage treatment system.

2. **Maintenance.** Every plumbing stack, vent, waste and sewer line shall be maintained in good repair, good working condition and function as designed and be kept free from obstructions and leaks.

16.24 MECHANICAL AND ELECTRICAL FACILITIES AND EQUIPMENT

A. General.

1. **Scope.** The provisions of this Section shall govern the minimum requirements and standards for mechanical and electrical facilities and equipment in structures.

2. **Responsibility.** The responsible person of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with this Section.

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3. Prohibition. A person shall not occupy or permit another person to occupy any structure that does not comply with the requirements of this Code. No responsible person shall cause any mechanical or electrical service, facility or equipment which is required under this Code to be removed from, shut off from or discontinued from any occupied dwelling, dwelling unit or lodging room let or occupied by him/her, except for temporary interruption as may be necessary while actual repairs are in process, or during such temporary emergencies when discontinuance of service is approved by the Code Official.

B. Heating Facilities and Equipment.

1. Facilities and Equipment Required. Heating facilities and equipment shall be provided in structures as required by this Section.

2. Residential Occupancies. Dwellings and dwelling units shall be provided with heating facilities and equipment capable of maintaining a room temperature of 68°F in all habitable rooms, bathrooms and toilet rooms when the outside temperature is at or above 0°F and 60°F when the outside temperature is below 0°F.

3. Heat Supply. Every responsible person for any structure who lets one (1) or more dwelling units, lodging units on terms, either expressed or implied, to furnish heat to the occupants thereof, shall supply heat to maintain a temperature of not less than 68°F in all habitable rooms, bathrooms, and toilet rooms when the outside temperature is at or above 0°F and 60°F, when the outside temperature is below 0°F.

4. Central Heating System Requirements. Every central heating system shall comply with Chapters Comm. 23, 63 and 64 of the Wisconsin Administrative Code, when applicable. It shall also comply with the following requirements:

- a. The central heating system shall be in good repair and good working condition.
- b. Every heat duct, steampipe and hot water pipe shall be free of leaks and shall function so that an adequate amount of heat is delivered where intended.
- c. Every seal between the sections of a warm air furnace shall be tight, so noxious gases will not escape into heat ducts.

5. Space Heaters. Every space heater shall comply with Chapters Comm. 23, 63 and 64 of the Wisconsin Administrative Code, when applicable, and with all of the following requirements:

- a. No space heater burning solid, liquid or gaseous fuels shall be a portable type.
- b. Every space heater burning solid, liquid or gaseous fuels shall be properly vented in accordance with manufacturer's instructions.
- c. Every coal burning or oil burning space heater shall have a fire resistant panel beneath it.
- d. The location of space heaters, the insulation of walls and ceilings close to such heaters and the construction, installation and guarding of smokepipes and walls or ceilings through which they go shall meet the requirements of applicable State law and City Ordinances.

C. Fuel Burning Appliances.

1. Definition. "Fuel Burning Appliances" shall mean and include nonelectrical stoves and food preparation devices, water heaters and fireplaces, and all components and accessories therefor, which burn natural gas, LP gas, wood or other combustible materials.

2. Installation and Maintenance. All fuel-burning appliances shall be properly installed and maintained in good repair, in good working condition, and shall be capable of performing the intended function.

3. Prohibited Use. Fuel burning appliances shall not be used to meet the heating requirements of this Code.

4. Venting. All fuel burning appliances shall be connected to an approved chimney or vent, except for

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appliances which are approved by the manufacturer for unvented operation.

5. Clearances. All manufacturer required clearances for fuel burning appliances shall be maintained.

6. Safety Controls. All safety controls for fuel burning appliances shall be maintained in good repair, good working condition and be capable of performing the intended function.

7. Combustion Air. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel burning appliance shall be provided.

8. Energy Conservation Devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless labeled by the manufacturer for such purpose and the installation is specifically approved by the manufacturer.

D. Electrical Facilities.

1. Facilities Required. Every occupied structure shall be provided with an electrical system in compliance with the requirements of this Section.

2. Service. Every dwelling and dwelling unit shall be served by a main service that is not less than sixty (60) amperes, three (3) wires and protected with fusetate fuses or circuit breakers. The size and usage of electrical appliances shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70.

3. Electrical System Hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the Code Official shall require the defects to be corrected to eliminate the hazard.

E. Electrical Equipment.

1. Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in good repair, in good working condition and be capable of performing the intended function.

2. Receptacles. Every habitable space in a dwelling or dwelling unit, except lodging rooms that do not allow cooking, microwaves, space heaters or extension cords, shall contain at least two (2) separate and remote receptacle outlets and one (1) wall or ceiling-type electric light fixture controlled by a remote switch. If a ceiling or wall-type light fixture is not installed, one of the two (2) required floor or wall-type convenience outlets shall be controlled by a remote switch. Every laundry area shall contain at least one (1) grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one (1) receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection.

Convenience outlets are to be located to prevent use of extension cords in accordance with National Electrical Code (NEC) 400-8/Chapter Comm. 16 of the Wisconsin Administrative Code. All extension cords, temporary wiring and exposed or abandoned wiring shall be removed.

3. Lighting fixtures. Every water closet compartment, bathroom, laundry room, boiler room, furnace room and public hall shall contain at least one (1) supplied ceiling or wall-type electric light fixture. Every kitchen shall have at least three (3) receptacles on two (2) small appliance circuits, plus a light fixture on a general lighting circuit. Any new kitchen receptacle outlet shall have ground fault circuit interrupter protection.

16.25 FIRE SAFETY REQUIREMENTS

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A. General.

1. **Scope.** The provisions of this Section shall provide the minimum requirements and standards for fire safety relating to structures and Premises, including fire safety facilities and equipment to be provided.

2. Enforcement.

a. **Code Official.** The Code Official shall be responsible for enforcing the requirements of this Code in one and two-family dwellings and in the individual units located in multifamily units containing three (3) or more units.

b. **Fire Prevention Bureau.** The Fire Prevention Bureau shall be responsible for enforcing the City's fire safety requirements in accordance with **Chapter 3** of the Code of General Ordinances.

3. **Responsibility.** The responsible person of the Premises shall provide and maintain fire safety facilities and equipment in compliance with this Section.

4. **Prohibition.** A person shall not occupy or permit another person to occupy any Premises that does not comply with the requirements of this Section.

B. Means Of Egress.

1. **General.** A safe, continuous and unobstructed path of travel shall be provided from any point in a structure to an open public street, alley or court connected to a street.

2. **Exit Capacity.** The capacity of the exits serving a floor shall be sufficient for the occupant load thereof as determined by Chapters Comm. 20 - 25 and 50-64 of the Wisconsin Administrative Code.

3. **Number of Exits.** Every dwelling, dwelling unit and lodging room shall have direct access to at least two (2) accessible unobstructed means of egress or stairways above the first floor, leading to an open public street, alley, or court connected to a street. Exterior stairways, egress windows or exit platforms, or a combination thereof, will be permitted as second exits for dwellings and dwelling units constructed prior to January 1, 1985, (date of modification to Chapters Comm. 20-25 of the Wisconsin Administrative Code) if approved by the Code Official. Platforms or stairways shall terminate at a point not more than ten (10') feet above the grade directly below the lowest platform for buildings containing three (3) or more units and fifteen (15') feet above the grade directly below the lowest platform for one (1) and two (2) unit dwellings. Platforms shall have a minimum size of three (3') feet by four (4') feet. All stairways and platforms shall be protected with handrails and guardrails as specified in the Wisconsin Administrative Code. Variances to the height limitations specified above may be approved by the Board of Housing Appeals provided the platforms or stairs are maintained in a sound structural condition.

4. **Arrangement.** Exits from dwellings, dwelling units, and lodging units shall not lead through other such units, or through toilet rooms or bathrooms.

5. **Security.** Bars, grilles or screens placed over emergency escape windows shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the window.

C. Unobstructed Passageways.

1. Stairways, passageways, doors, windows, fire escapes or other means of egress shall be kept open and unobstructed. Exterior exits shall be unobstructed.

2. **Hazardous Material.** Combustible, flammable, explosive or other hazardous materials, such as paints, volatile oils and cleaning fluids, or combustible rubbish, such as wastepaper, boxes and rags, shall not be accumulated or stored unless such storage complies with the applicable requirements of the Building Code and the Fire Prevention Code.

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D. Fuel Oil Tanks. Abandoned fuel oil tanks shall be referred by the Code Official to the Fire Prevention Bureau for review and disposition.

E. Fire Resistance Ratings.

1. General. The Fire Resistance rating of floors, walls, ceilings, and other elements and components required by the Building Code shall be maintained.

2. Fire Doors and Smoke Barriers. All required fire doors and smoke barriers shall be maintained in good working order, including all hardware necessary for the proper operation thereof. Fire doors shall not be held open by door stops, wedges and other unapproved hold-open devices.

F. Fire Protection Systems.

1. General. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire, or any combination thereof, shall be maintained in good working condition and be capable of performing their intended function.

2. Smoke Detectors. The responsible person of a dwelling, dwelling unit and lodging room shall install a functional smoke detector as follows:

a. One and Two Family Dwellings Constructed Prior to June 1, 1980.

- (1) In the basement of the dwelling.
- (2) On each floor, except the attic or storage area of each dwelling unit.

b. One and Two Family Dwellings Constructed After June 1, 1980.

- (1) In the basement.
- (2) On each floor level, except the attic or storage area of each dwelling unit.
- (3) For floor levels containing a sleeping area, smoke detectors shall be installed adjacent to the sleeping area. If a floor level contains two (2) or more sleeping areas remote from each other, each sleeping area shall be provided with an adjacent smoke detector.

(4) Smoke detectors shall be continuously powered by the electrical service in the dwelling and shall be interconnected.

(5) For family dwelling units with split levels or open adjacent levels with less than one (1) full story separation between levels, one (1) smoke detector on the upper level shall suffice for an adjacent lower level, including basements.

c. Apartment Buildings, Condominiums, Townhouses Exceeding Sixty (60) Feet (or Six Stories), and All Lodging Houses.

- (1) In the basement.
- (2) At the head of every open stairway.
- (3) At the door on each floor level leading to every enclosed stairway.
- (4) Either in each sleeping area of each dwelling unit or elsewhere in the unit within six (6') feet of each sleeping area and not within a kitchen.

(5) All smoke detectors in stairways, corridors and other public places in the building shall be directly and permanently wired to a proper unswitched circuit.

d. MultiFamily Dwelling Constructed After April 1, 1995; Additions to MultiFamily Dwelling Constructed After April 1, 1995; Conversion to MultiFamily Dwelling After April 1, 1995.

- (1) In the basement.
- (2) At the head of every open stairway.
- (3) At the door on each floor level leading to every enclosed stairway.
- (4) Either in each sleeping area of each dwelling unit or elsewhere in the unit within six (6') feet of each sleeping area, but not within a kitchen.

(5) All smoke detectors shall be directly and permanently wired to a proper unswitched circuit and be provided with a backup source of power.

e. Installation. All smoke detectors shall be installed in accordance with the Building Code and the manufacturer's instruction. When actuated, the smoke detectors shall provide an alarm suitable to warn the occupants within the individual room or dwelling unit.

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f. Tampering Prohibited. It shall be a violation of this Code for any person to remove or tamper with the smoke detector.

g. Maintenance. The responsible person shall maintain all smoke detectors in the common areas of all residential buildings. The occupant of a dwelling or dwelling unit shall maintain any smoke detector in that dwelling or dwelling unit, except that if any occupant who is not the responsible person, or a State, County, City, Village or Town officer, agent or employee charged under State Statute or municipal ordinance with powers or duties involving inspection of real or personal property, gives written notice to the responsible person that the smoke detector is not functional, the responsible person shall provide within twenty-four (24) hours after receipt of that notice, any maintenance necessary to make that smoke detector functional.

16.251 REINSPECTION FEES

To compensate the City for inspection and administrative costs related to the enforcement of this Chapter, an escalating fee established by the Common Council through Resolution may be charged for any reinspection following the initial inspection which resulted in an order for corrective action and the first reinspection to determine compliance with an order for corrective action issued hereunder. There shall be no reinspection fee for a final inspection indicating compliance or for a reinspection occurring during the period of an approved time extension granted for good cause and involving a good faith effort on the part of the property owner to comply with the order. Reinspection fees which are not paid by or on behalf of the property owner within thirty (30) days of mailing of an invoice to the property owner of record on the City tax roll shall be charged and collected as a special assessment against the real estate upon which the reinspections were made, and shall be a lien upon the real estate until paid in full, with interest accruing on the unpaid balance at the rate of seven (7%) percent per annum. There shall also be a One Hundred (\$100.00) Dollar administrative charge added to the fee and special assessment to cover the administrative costs of charging and specially assessing the property.

16.26 PENALTIES

A. Violation Penalties. Any person who shall violate a provision of this Code, shall, upon conviction, be subject to a forfeiture of not more than One Thousand (\$1,000.00) Dollars, and in addition, shall pay the costs and expenses of prosecution. Each day such violation continues shall be considered a separate offense. Failure to promptly pay said forfeiture shall subject the violator to be sentenced to the County Jail for a period not to exceed sixty (60) days.

B. Abatement of Violation. The imposition of the penalties herein prescribed shall not preclude the City Attorney from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a structure or premise, or to stop an illegal act, conduct business or utilization of the structure or premise.

LENDER SERVICES TERMINATION AGREEMENT

This Lender Services Termination Agreement (“Agreement”) is made as of the ____ day of _____, 2013 by and between the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, hereinafter (“CITY”), and TruStone Financial Federal Credit Union, a federally chartered credit union, formerly known as AM Community Credit Union, hereinafter (“TRUSTONE”), collectively referred to as the Parties.

RECITALS:

WHEREAS, the CITY and TRUSTONE entered into a Lender Services Agreement for the administration of the City of Kenosha Tax Incremental District (TID) Rehabilitation Loan Program fully executed as of May 1, 2007 which was amended from time to time with the most recent amendment fully executed as of June 19, 2009 to include the administration of the City of Kenosha Housing and Economic Loan Program (H.E.L.P.); and

WHEREAS, Paragraph 15 of the Loan Services Agreement fully executed as of May 1, 2007 provides for termination of the Loan Services Agreement; and

WHEREAS, the CITY desires to enter into new Loan Services Agreements with Talmer Bank and Trust for the administration of the Tax Incremental District (TID) Rehabilitation and Housing and Economic Loan Programs, the approval of which is conditioned upon the termination of the existing Loan Services Agreement and any amendments thereto between the CITY and TRUSTONE; and

WHEREAS, expressly conditioned upon the approval of the new Loan Services Agreements between the CITY and Talmer Bank and Trust, the CITY and TRUSTONE desire to terminate the existing Loan Services Agreement and any amendments thereto as of the approval and execution of the new Loan Services Agreements and transfer of the TID and H.E.L.P. Loan Programs from TRUSTONE to Talmer Bank and Trust as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The forgoing recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph.
2. **Conflict or Inconsistency.** In the event of conflict or inconsistency between the terms of the existing Loan Services Agreement and any amendments thereto, and this Agreement, the terms of this Agreement shall prevail.
3. **Termination.** Subject to the performance by the Parties of their respective duties, liabilities and obligations set forth in this Agreement, as of the approval and execution of the new

Lender Services Agreements between the **CITY** and Talmer Bank and Trust for the administration of the Tax Incremental District (TID) Rehabilitation and Housing and Economic Loan Programs, and upon transfer of the TID and H.E.L.P. Loan Programs from **TRUSTONE** to Talmer Bank and Trust, the existing Loan Services Agreement and any amendments thereto between the Parties shall be terminated and shall be null and void and of no further force or effect except for any obligations which survive termination of the existing Loan Services Agreement and any amendments thereto. Notwithstanding any provisions of Paragraph 15 of the existing Loan Services Agreement to the contrary, the termination of the existing Loan Services Agreement and any amendments thereto shall be without further costs expenses or termination fees to either the **CITY** or **TRUSTONE**. The terms and conditions of this Agreement and the termination of the existing Loan Services Agreements and any amendments thereto are expressly conditioned upon the approval and execution of the new Loan Services Agreements between the **CITY** and Talmer Bank and Trust. In the event that the new Loan Services Agreements are not approved and executed, this Agreement shall be null and void and the existing Loan Services Agreement and any amendments thereto shall remain in effect.

4. **Timing of Program Transfer.** Within five (5) business days following execution of the new Lender Services Agreements between the **CITY** and Talmer Bank and Trust, the funds in the TID Rehabilitation and H.E.L.P. Loan Funds available for lending will be transferred by **TRUSTONE** to Talmer Bank and Trust. Within ninety (90) days following execution of the new Lender Services Agreements between the **CITY** and Talmer Bank and Trust, the TID Rehabilitation and H.E.L.P. Loan Program mortgage loan receivables evidenced by the respective mortgage loan portfolios will be transferred by **TRUSTONE** to Talmer Bank & Trust by completion and conversion of the TID Rehabilitation and H.E.L.P. Loan Programs mortgage loan portfolio servicing transfer from **TRUSTONE** to Talmer Bank and Trust.

5. **Additional Documents.** **TRUSTONE** agrees to execute such documents deemed necessary by the **CITY** to terminate transfer and terminate the existing Loan Services Agreement and any amendments thereto between the Parties.

6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

7. **Modification.** This Agreement may not be modified or amended except by written agreement executed by the Parties.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and which taken together shall constitute one and the same instrument.

10. **Remedies.** The Parties shall have the right to pursue any and all remedies at law and in equity with respect to enforcing any provision of this Agreement.

11. **Costs and Expenses.** The Parties shall bear their own costs and expenses incurred in connection with the negotiation and execution of this Agreement, including but not limited to, any attorneys' fees and charges, fees and expenses.

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(SIGNATURES APPEAR ON THE FOLLOWING PAGE)**



ENGINEERING DIVISION
 SHELLY BILLINGSLEY, P.E.
 CITY ENGINEER

PARK DIVISION
 JEFF WARNOCK
 SUPERINTENDENT

FLEET MAINTENANCE
 MAURO LENCI
 SUPERINTENDENT

STREET DIVISION
 JOHN H. PRIJIC
 SUPERINTENDENT

WASTE DIVISION
 ROCKY BEDNAR.
 SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
 SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
 TELEPHONE (262) 653-4050 · FAX (262) 653-4056
 EMAIL PUBLICWORKS@KENOSHA.ORG

April 10, 2013

To: Alderman Eric Haugaard, Chairman, Public Works Committee
 Alderman Daniel Prozanski, Jr., Chairman, Finance Committee

From: Shelly Billingsley, P.E., *Shelly Billingsley*
 Deputy Director of Public Works/City Engineer

Subject: 2013 Sidewalk Assessment Rates

BACKGROUND/ANALYSIS

Since 2000, we have been including hazardous sidewalk repair in our street resurfacing projects. Adding this element to our contracts, we improved our ability to repair hazardous sidewalk and driveway approaches. By having a single assessment rate, we are able to fairly assess affected properties, and improve our ability to inform the affected property owners of the cost of the sidewalk assessment.

We are proposing that the rates listed below be approved for all 2013 sidewalk work. The rate for 2013 was established by using actual 2012sidewalk contract bid costs then adding \$0.30 to that total for administrative costs as prescribed by assessment policies and procedures of the Public Works Department.

This is the same procedure we used in past years.

Item	Cost			Average Cost Per Sidewalk Square					
				4' x 4'			5' x 5'		
	2011	2012	2013	2011	2012	2013	2011	2012	2013
4" Sidewalk – New	\$4.30	\$3.80	\$3.30	\$68.80	\$60.80	\$52.80	\$107.50	\$95.00	\$85.50
4" Sidewalk – Remove/Replace	\$5.00	\$5.20	\$5.55	\$80.00	\$83.20	\$88.80	\$125.00	\$130.00	\$138.75
6" Sidewalk – New	\$4.60	\$4.30	\$3.80	\$73.60	\$68.80	\$60.80	\$115.00	\$107.50	\$95.00
6" Sidewalk – Remove/Replace	\$5.10	\$5.40	\$5.70	\$81.60	\$86.40	\$91.20	\$127.50	\$135.00	\$142.50

Driveway approaches will be assessed at the same rate as 6" sidewalk.

It is intended that this will be an annual request. We expect that future year rates will be adjusted annually to reflect changes in construction costs.

RECOMMENDATION

I hereby recommend that the sidewalk and driveway approach rates as listed in the above scheduled be approved for the 2012 construction season.

Finance Agenda Item 11.
 Common Council Agenda Item L.1.

**FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE**

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #6

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 04/08/13

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
126781	3/19	MOZEE, MELANIE	110-00-21106-000-000	2012 TAX REFUND	3,033.79
126782	3/19	KNIGHT BARRY TITLE	110-00-21106-000-000	2012 TAX REFUND	762.82
126783	3/19	CASTILLO, TAMMY & GILBERT	110-00-21106-000-000	2012 TAX REFUND	535.59
126784	3/19	DAVE STRASSER'S FREESTYLE	110-00-21106-000-000	2012 TAX REFUND	3.50
126785	3/19	MC TERNAN & CO INC	110-00-21106-000-000	2012 TAX REFUND	3.06
126786	3/19	RODE'S CAMERA SHOP	110-00-21106-000-000	2012 TAX REFUND	7.34
126787	3/19	ATLAS SERVICE CENTERS INC	110-00-21106-000-000	2012 TAX REFUND	2.09
126788	3/19	PFARR, VALARIE	110-00-21106-000-000	2012 TAX REFUND	1.44
126789	3/19	JACKSON HEWITT TAX SERVICE	110-00-21106-000-000	2012 TAX REFUND	9.76
126790	3/19	KORNMAN, LAWRENCE	110-00-21106-000-000	2012 TAX REFUND	1.31
126791	3/19	RODGERS, MICHAEL	110-00-21106-000-000	2012 TAX REFUND	2.62
126792	3/19	MEGZ LLC/COVE REALTY	110-00-21106-000-000	2012 TAX REFUND	2.19
126793	3/19	ANDERSON LAW OFFICES	110-00-21106-000-000	2012 TAX REFUND	1.74
126794	3/19	GUDINO, SALVADOR & GRACIELA	110-00-21106-000-000	2012 TAX REFUND	121.59
126795	3/20	A & B PRO HARDWARE	110-02-52203-382-000	02/13 FD-SUPPL/SERV	76.04
			110-02-52203-246-000	02/13 FD-SUPPL/SERV	52.50
			110-02-52103-365-000	02/13 PD-SUPPL/SERV	15.37
			631-09-50101-361-000	02/13 EN-SUPPL/SERV	14.34
			110-01-51201-311-000	02/13 CT-SUPPL/SERV	10.90
			110-02-52106-365-000	02/13 PD-SUPPL/SERV	5.70
			501-09-50104-389-000	02/13 ST-SUPPL/SERV	4.90
				..... CHECK TOTAL	179.75
126796	3/20	BINDELLI BROTHERS, INC	110-09-56501-259-569	03/13 7816 19TH AVE	84.24
			110-09-56501-259-569	03/13 1413 61ST ST	72.12
				..... CHECK TOTAL	156.36

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
126797	3/20	RNOW, INC.	630-09-50101-393-000	02/13-SE PARTS/MATER	5,138.12
			630-09-50101-393-000	02/13-SE PARTS/MATER	1,549.24
			630-09-50101-393-000	02/13-SE PARTS/MATER	30.16
			630-09-50101-393-000	02/13-SE PARTS/MATER	25.85
			630-09-50101-393-000	03/13-SE RETURN PART	974.75CR
				..... CHECK TOTAL	5,768.62
126798	3/20	WIS DEPT OF REVENUE	110-09-56507-259-999	2/13 SALES TAX	697.58
126799	3/20	KENOSHA NEWS	222-09-50101-259-908	02/13-2ND SATURDAY	199.00
126800	3/20	M A TRUCK PARTS	630-09-50101-393-000	02/13-CE MATERIALS/S	3,820.55
			206-02-52205-344-000	02/13-FD MATERIALS	451.09
			110-02-52203-344-000	02/13-FD MATERIALS	115.72
				..... CHECK TOTAL	4,387.36
126801	3/20	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000	02/13-SE TIRES/TUBES	6,019.82
			520-09-50106-346-000	02/13-TD TIRE REPAIR	794.49
				..... CHECK TOTAL	6,814.31
126802	3/20	RODE'S CAMERA	110-02-52204-388-000	02/13-FD SUPPLIES/PR	784.45
126803	3/20	TRAFFIC & PARKING CONTROL CO	630-09-50101-235-000	FIRE SAFETY DECALS	87.47
126804	3/20	VAN'S GAS SERVICE INC	110-03-53116-246-000	02/13-WA PROPANE GAS	22.00
126805	3/20	KENOSHA WATER UTILITY	110-05-55109-223-000	#2 03/13 WATER/STRM	1,578.54
			110-03-53103-224-000	#2 03/13 WATER/STRM	1,265.91
			520-09-50301-223-000	#2 03/13 WATER/STRM	991.98
			110-01-51801-224-000	#4 03/13 WATER/STRM	879.35
			110-05-55109-224-000	#2 03/13 WATER/STRM	698.24
			110-03-53116-223-000	#5 03/13 WATER/STRM	547.10
			110-02-52203-224-000	#2 03/13 WATER/STRM	533.42
			520-09-50301-224-000	#2 03/13 WATER/STRM	498.60
			521-09-50101-224-000	#5 03/13 WATER/STRM	446.00
			110-01-51801-223-000	#4 03/13 WATER/STRM	344.24
			110-01-51802-223-000	#5 2210 52ND ST	319.12
			110-02-52203-223-000	#2 03/13 WATER/STRM	294.74
			110-05-55109-224-000	#5 03/13 WATER/STRM	241.24
			521-09-50101-224-000	#2 03/13 WATER/STRM	186.86
			110-05-55102-224-000	#2 03/13 WATER/STRM	146.14
			520-09-50301-224-000	#5 03/13 WATER/STRM	118.00
			110-02-52203-224-000	#5 03/13 WATER/STRM	92.00
			463-11-51002-219-000	#5 03/13 WATER/STRM	79.96
			110-03-53116-224-000	#5 03/13 WATER/STRM	72.00
			632-09-50101-224-000	#2 03/13 WATER/STRM	67.74
			632-09-50101-224-000	#5 03/13 WATER/STRM	46.00
			110-05-55102-224-000	#5 03/13 WATER/STRM	46.00
			110-03-53103-224-000	#5 03/13 WATER/STRM	46.00

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			461-11-51201-581-000	#5 03/13 WATER/STRM	37.12
			110-05-55103-224-000	#2 03/13 WATER/STRM	28.64
			110-01-51802-223-000	#5 1715 52ND ST	27.58
			110-01-51802-223-000	#5 715 56TH ST	24.30
			110-05-55109-223-000	#5 03/13 WATER/STRM	12.24
			110-01-51802-224-000	#5 715 56TH ST	5.24
			110-01-51802-224-000	#5 1715 52ND ST	5.24
			110-01-51802-224-000	#5 2210 52ND ST	5.24
				..... CHECK TOTAL	9,684.78
126806	3/20	WILLKOMM INC., JERRY	630-09-50101-391-000	03/13-SE UNLEADED GA	24,630.93
			521-09-50101-341-000	02/13-AR FUEL	1,991.53
			521-09-50101-341-000	02/13-AR FUEL	1,736.77
				..... CHECK TOTAL	28,359.23
126807	3/20	WE ENERGIES	228-06-51605-259-000	1/02/-3/03 - UTILS	178.39
			228-06-51603-259-000	1/28-2/26/13 - UTILS	107.33
			286-06-50216-259-000	#5539863 UTILITIES	91.37
			286-06-50213-259-000	#5539862 UTILITIES	85.75
			286-06-50215-259-000	#5539861 UTILITIES	84.55
			286-06-50211-259-000	#5539865 UTILITIES	78.77
			286-06-50212-259-000	#5539860 UTILITIES	75.84
			286-06-50202-259-000	#5539866 UTILITIES	75.10
			286-06-50205-259-000	#5539868 UTILITIES	74.97
			286-06-50203-259-000	#5539869 UTILITIES	74.31
				..... CHECK TOTAL	926.38
126808	3/20	WEST GROUP	110-01-50301-322-000	02/13-LE ONLINE MATE	752.00
126809	3/20	WIS FUEL & HEATING INC	630-09-50101-392-000	03/13-SE DIESEL FUEL	25,539.78
			630-09-50101-393-000	02/13-CE LUBRICANTS/	78.00
				..... CHECK TOTAL	25,617.78
126810	3/20	BROOKS TRACTOR, INC.	521-09-50101-282-000	03/13 LOADER RENTAL	2,820.00
			630-09-50101-393-000	02/13 #2448 PARTS	473.95
				..... CHECK TOTAL	3,293.95
126811	3/20	CURTIS INDUSTRIES, INC	630-09-50101-393-000	02/13 FASTENERS-VAR	586.58
126812	3/20	DON'S AUTO PARTS	110-02-52203-344-000	02/13 FD-BAT#1 PARTS	57.68
			630-09-50101-393-000	02/13 #2505 PARTS	17.99
				..... CHECK TOTAL	75.67

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
126813	3/20	KENOSHA WATER UTILITY	110-01-51901-132-000 110-03-53107-131-250	2/15 + 28 BRISSETTE 2/16/13 SNOWPLOWING CHECK TOTAL	634.51 10.47 644.98
126814	3/20	A & R DOOR SERVICE	520-09-50201-246-000	01/13 DOOR REPAIRS	1,808.00
126815	3/20	BEACON ATHLETICS	110-05-55102-361-000 110-05-55102-361-000	PROF. STEEL MAT DRAG RIGID STEEL MAT DRAG CHECK TOTAL	278.00 198.00 476.00
126816	3/20	LARK UNIFORM, INC.	110-02-52103-367-000	02/13-PD#401 UNIFORM	159.90
126817	3/20	LOWE'S	501-09-50105-385-000 110-02-52203-382-000 501-09-50105-357-000 501-09-50105-344-000 521-09-50101-344-000 521-09-50101-382-000 521-09-50101-353-000 521-09-50101-385-000 501-09-50105-361-000 110-02-52203-246-000 110-00-49111-000-000	02/13-SW MERCHANDISE 02/13-FD MERCHANDISE 02/13-SW MERCHANDISE 02/13-SW MERCHANDISE 02/13-AR MERCHANDISE 02/13-AR MERCHANDISE 02/13-AR MERCHANDISE 02/13-AR MERCHANDISE 02/13-AR MERCHANDISE 02/13-SW MERCHANDISE 02/13-FD MERCHANDISE 02/13-ANNL CREDIT CHECK TOTAL	292.57 151.75 71.20 66.45 49.18 42.62 39.94 21.94 19.98 7.72 218.91CR 544.44
126818	3/20	WIS DEPT OF JUSTICE	110-01-51303-219-000	02/13-SERVICES	385.00
126819	3/20	OFFICEMAX	110-02-52103-311-000 110-02-52103-311-000 110-01-51101-311-000 110-02-52103-311-000 501-09-50101-311-000 110-01-51601-311-000 110-01-51303-311-000 110-01-51102-311-000 110-02-52201-311-000 110-02-52103-311-000	02/13-PD#2437 OFFICE 02/13-PD#2447 OFFICE 02/13-FN#2440 OFFICE 02/13-PD#2437 OFFICE 02/13-SW#2442 OFFICE 02/13-CD#2443 OFFICE 02/13-HR#2446 OFFICE 02/13-DP#2441 OFFICE 02/13-FD#2444 OFFICE 02/13-PD#2437 CORR CHECK TOTAL	213.65 161.87 158.08 144.60 113.57 70.87 25.64 16.49 13.25 85.70CR 832.32
126820	3/20	PAT'S SERVICES, INC.	205-03-53119-282-000	02/13-PORTABLE TOILE	84.00

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
126821	3/20	NORTH AMERICAN SALT CO.	630-09-50101-393-000 630-09-50101-393-000	SEASONAL SALT SEASONAL SALT CHECK TOTAL	27,525.48 26,787.97 54,313.45
126822	3/20	XEROX CORPORATION	110-02-52201-232-000	01/22-2/21-FD MAINT	66.62
126823	3/20	WISCONSIN WOMEN'S BUSINESS	255-06-50422-259-000 291-06-50402-259-000 290-06-50403-259-000 259-06-51605-259-000 289-06-50302-259-000	#5537599 SUBGR AGMT #5537599 SUBGR AGMT #5537599 SUBGR AGMT #5537602 SUBGR AGMT #5537599 SUBGR AGMT CHECK TOTAL	11,432.00 11,152.01 6,761.33 1,915.64 1,131.59 32,392.57
126824	3/20	AECOM TECHNICAL SERVICES INC	495-11-50101-219-000 495-11-50101-219-000 495-11-50109-219-000 495-11-50101-219-000 495-11-50102-219-000	1/5-3/1/13 SW ASSMT 10/11-11/2/12 SW ASM 1/5-25/12 PHASE II 10/6-12/31/12 PH II 6/2-8/31/12 INVEST CHECK TOTAL	4,575.44 2,517.57 1,252.96 1,041.69 407.05 9,794.71
126825	3/20	UNITED HOSPITAL SYSTEM	110-02-52102-219-000 110-02-52102-219-000 110-02-52102-219-000	RECORDS-#13-023354 RECORDS-#13-005065 RECORDS #13-005065 CHECK TOTAL	80.06 68.36 64.56 212.98
126826	3/20	PACE ANALYTICAL	495-11-50101-219-000 495-11-50101-219-000 495-11-50101-219-000	12/14/12 LAB SERVICE 12/14/12 LAB SERVICE 12/14/12 LAB SERVICE CHECK TOTAL	3,015.00 2,585.00 260.00 5,860.00
126827	3/20	LEE PLUMBING, INC.	632-09-50101-241-000	01/13-SE HVAC, PLUMB	298.61
126828	3/20	MILWAUKEE PC, INC.	760-09-50101-524-000 760-09-50101-362-000	MACBOOK ROUTER CHECK TOTAL	404.99 100.00 504.99
126829	3/20	CINTAS DOCUMENT MANAGEMENT	110-02-52101-219-000	03/13 PURGE SERV	27.50
126830	3/20	HUMANA CLAIMS	611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527	03/15/13 MED CLAIMS 03/14/13 MED CLAIMS 03/18/13 PHARMACY 03/14/13 PHARMACY 03/18/13 MED CLAIMS 03/15/13 PHARMACY 03/13/13 MED CLAIMS 03/13/13 PHARMACY CHECK TOTAL	87,063.58 22,656.73 18,202.38 11,090.95 10,593.14 6,022.68 4,061.31 1,052.59 160,743.36

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
126831	3/20	TOWN & COUNTRY GLASS	110-01-51801-246-000	02/13-RM#97 GLASS RE	160.00
126832	3/20	VERIZON WIRELESS	110-03-53103-226-000	03/13 PHONE SERV/AIR	1,592.80
			110-02-52101-226-000	03/13 PHONE SERVICE	160.92
			110-03-53101-226-000	03/13 PHONE SERVICE	143.11
			110-01-51301-226-000	03/13 PHONE SERVICE	113.74
			110-01-50301-226-000	03/13 PHONE SERVICE	82.60
			110-01-51201-226-000	03/13 PHONE SERVICE	61.86
			520-09-50301-226-000	03/13 PHONE SERVICE	57.55
			110-02-52201-226-000	03/13 PHONE SERVICE	57.55
			110-01-51303-226-000	03/13 PHONE SERVICE	56.87
			110-02-52103-226-000	03/13 PD-CELL SERVC	47.31
			110-01-50901-226-000	03/13 PHONE SERVICE	38.28
			110-05-55101-226-000	03/13 PHONE SERVICE	35.00
			631-09-50101-226-000	03/13 PHONE SERVICE	28.77
			110-01-51901-226-000	03/13 PHONE SERVICE	28.45
			206-02-52205-226-000	03/13 FD-DATA PLAN	28.45
			110-01-51601-226-000	03/13 PHONE SERVICE	27.01
			110-02-52103-226-000	03/13 PHONE SERVICE	26.91
			521-09-50101-226-000	03/13 PHONE SERVICE	26.50
			110-01-51101-226-000	03/13 PHONE SERVICE	25.15
			501-09-50101-226-000	03/13 PHONE SERVICE	24.73
				..... CHECK TOTAL	2,663.56
126833	3/20	MALSACK, J	110-09-56501-259-566	3/13 3705 52ND ST	162.79
			110-09-56501-259-566	3/13 4119 56TH ST	142.04
			110-09-56501-259-566	3/1 4300 6TH AVE	140.45
			110-09-56501-259-566	3/13 5304 42ND AVE	92.57
			110-09-56501-259-566	3/13 4308 6TH AVE	35.11
			110-09-56501-259-566	3/13 5525 42ND AVE	26.33
				..... CHECK TOTAL	599.29
126834	3/20	BROOKHOUSE & HEMSING LAW	110-01-51303-212-000	PFC COUNSEL	380.00
			110-01-51303-212-000	PFC COUNSEL	270.00
				..... CHECK TOTAL	650.00
126835	3/20	BARNES DISTRIBUTION	520-09-50201-347-000	01/13 TD-CHEMICALS	408.92
			520-09-50201-347-000	02/13 TD-CHEMICALS	160.78
			110-02-52203-344-000	02/13 FD-SUPPLIES/RE	151.83
			110-02-52203-344-000	01/13 FD-SUPPLIES/RE	122.25
			110-02-52203-344-000	03/13 FD-SUPPLIES/RE	101.50
			 CHECK TOTAL	945.28

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
126836	3/20	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	02/13 #2601 PARTS/LA	98.82
126837	3/20	INTERNATIONAL PERSONNEL	110-01-51303-323-000	3 AGENCY DUES	306.00
126838	3/20	ALIA, DUMEZ, DUNN & MCTERNAN	110-09-56402-219-000	MEDINA DOL 11/14/08	3,683.00
			110-09-56402-219-000	SALEWSKI 4/30/10	436.16
			110-09-56402-219-000	CITY V CHILLUS 9/10	38.00
			110-09-56402-219-000	MILLER DOL 10/25/03	3.60
				..... CHECK TOTAL	4,160.76
126839	3/20	CDW-G	411-11-51201-532-000	02/13 SURGE PROTECTR	384.56
			411-11-51201-532-000	02/13 CABLE MGMT TRY	224.95
			411-11-51201-532-000	02/13 CABLE MGMT TRY	61.35
			110-01-51102-539-000	02/13 TRIPPLITE UPS	61.05
			110-01-51102-539-000	REF-DUPLICATE PYMT	210.37CR
				..... CHECK TOTAL	521.54
126840	3/20	NYBERG TROPHIES & AWARDS	724-00-21933-000-000	YOUTH COMM AWARDS	27.00
126841	3/20	ENGELHART MOTORSPORTS CO	110-05-55109-344-000	PROTECTIVE COVER	230.95
126842	3/20	MOTORISTS INSURANCE GROUP	110-09-56404-719-000	LUCCI VEH 10/25/12	3,674.38
126843	3/20	MENARDS (KENOSHA)	501-09-50105-344-000	02/13-ST MERCHANDISE	135.52
			110-05-55109-357-000	02/13-PA MERCHANDISE	132.28
			110-05-55109-357-000	02/13-PA MERCHANDISE	57.67
			110-02-52203-382-000	02/13-FD#2 MERCHANDI	55.58
			110-03-53103-389-000	02/13-ST MERCHANDISE	2.67
				..... CHECK TOTAL	383.72
126844	3/20	D.W. DAVIES & CO, INC	110-03-53107-341-000	LIQUA LUBE GREASE	873.00
126845	3/20	BELLE CITY FIRE EXTINGUISHER	110-02-52203-389-000	03/13 FD#2 -EXTINGSH	104.75
			110-02-52103-389-000	03/13 EXTINGUISHERS	66.05
			110-02-52103-389-000	02/13 EXTINGUISHERS	28.35
				..... CHECK TOTAL	199.15
126846	3/20	CASPER'S TRUCK EQUIPMENT, INC	630-09-50101-393-000	02/13 SALT SPRD EQMT	237.60
126847	3/20	NEXTEL COMMUNICATIONS	110-02-52109-226-000	02/13 PHONE SERVICE	311.34

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
126848	3/20	CARE-PLUS DENTAL PLANS, INC	611-09-50101-155-525 611-09-50101-155-525	04/13 PREMIUM 03/13 ADJUST CHECK TOTAL	49,083.36 257.84CR 48,825.52
126849	3/20	TIME WARNER CABLE	110-01-51102-233-000 524-05-50101-219-000	3/09-4/08 FIRE-RR 3/13 MO CABLE SERVC CHECK TOTAL	839.94 30.02 869.96
126850	3/20	RADISSON PAPER VALLEY HOTEL	709-09-50101-263-000	4/16-19 MARTIN	273.00
126851	3/20	GATEWAY TECH COLLEGE	110-02-52107-264-000	REG P PATTON 11/26	390.81
126852	3/20	WHOLESALE DIRECT INC	630-09-50101-393-000	02/13-SE PARTS/MATER	155.06
126853	3/20	AZARIAN WRECKING LLC	461-11-51201-581-000 461-11-51201-581-000 461-11-51201-581-000	4702 36TH AVENUE 4628 37TH AVENUE 4804 37TH AVENUE CHECK TOTAL	15,000.00 15,000.00 15,000.00 45,000.00
126854	3/20	PLEASANT PRAIRIE UTILITIES	110-09-56519-259-000 110-09-56519-259-000	SPRINGBROOK WATER 80TH ST WATER ERU CHECK TOTAL	99.36 61.67 161.03
126855	3/20	FOX VALLEY CHEMICAL CO	110-02-52203-382-000 110-02-52203-382-000	02/13 FD#3 CONSUMABL 02/13 FD#4-CONSUMABL CHECK TOTAL	106.80 87.25 194.05
126856	3/20	ROLAND MACHINERY EXCHANGE	630-09-50101-393-000	02/13-SE PARTS/MATER	18.05
126857	3/20	AIRGAS NORTH CENTRAL	632-09-50101-389-000 206-02-52205-389-000 206-02-52205-389-000 206-02-52205-389-000 206-02-52205-389-000 206-02-52205-389-000	03/13 SE-INDSTL GAS 03/13 FD#4 OXYGEN CY 03/13 FD#3 OXYGEN CY 03/13 FD#5-OXYGEN CY 03/13 FD#3 OXYGEN CY 02/13 FD#3 OXYGEN CY CHECK TOTAL	500.13 132.33 58.57 58.57 55.67 55.67 860.94
126858	3/20	EVT CERTIFICATION COMM.	110-02-52203-264-000	EXAM REG	220.00
126859	3/20	KENOSHA MEDICAL CTR CAMPUS	206-02-52205-219-000	10 REG FEES	30.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
126860	3/20	UNITED HEALTHCARE BENEFIT	110-09-56310-219-000	02/13 ADMIN FEES	80.26
			110-09-56310-219-000	01/13 ADMIN FEES	80.26
				..... CHECK TOTAL	160.52
126861	3/20	NORTH CENTRAL EMS COOP.	206-02-52205-323-000	RENEWAL-2013	75.00
126862	3/20	WISCONSIN ASSOC OF EMERGENCY	110-02-52203-264-000	W. THO/ DALE BRAGUE	220.00
126863	3/20	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000	02/13 SERVICES	3,080.00
			520-09-50101-219-000	02/13 SERVICES	1,680.50
				..... CHECK TOTAL	4,760.50
126864	3/20	BETHANY EVANGELICAL	110-00-21905-000-000	2012 SPRING/FALL	200.00
126865	3/20	PALMER, DANIELLE	110-00-45103-000-000	FINE PYMT R013593	30.00
			110-00-45103-000-000	FINE PYMT R011332	30.00
			110-00-45103-000-000	FINE PYMT V921481	30.00
			110-00-21910-000-000	FINE PYMT R013593	10.00
			110-00-21910-000-000	FINE PYMT R011332	10.00
			110-00-21910-000-000	FINE PYMT V921481	10.00
			110-00-45104-000-000	FINE PYMT R013593	5.55
			110-00-45104-000-000	FINE PYMT V921481	5.55
			110-00-45104-000-000	FINE PYMT R011332	.30
				..... CHECK TOTAL	131.40
126866	3/20	MOSLEY, SASHA L	110-00-45103-000-000	FINE PYMT P703679	50.00
			110-00-45104-000-000	FINE PYMT P703679	28.00
			110-00-45104-000-000	FINE PYMT P703678	28.00
			110-00-45103-000-000	FINE PYMT P703678	20.00
			110-00-21911-000-000	FINE PYMT P703679	13.00
			110-00-21911-000-000	FINE PYMT P703678	13.00
			110-00-21901-000-000	FINE PYMT P703679	13.00
			110-00-21910-000-000	FINE PYMT P703679	10.00
			110-00-21910-000-000	FINE PYMT P703678	10.00
			110-00-21901-000-000	FINE PYMT P703678	5.20
				..... CHECK TOTAL	190.20
126867	3/20	HOLMES, KWENISHA R	110-00-45103-000-000	FINE PYMT R012573	50.00
			110-00-45103-000-000	FINE PYMT R012572	50.00
			110-00-21910-000-000	FINE PYMT R012573	4.00
			110-00-21910-000-000	FINE PYMT R012572	4.00
			 CHECK TOTAL	108.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
126868	3/20	WILMET, ADAM	110-00-21902-000-000	FINE PYMT R015362	25.00
126869	3/20	ALFREDSON, DAVID G.	110-02-52107-263-000	3/3-6 WIS DELLS	75.00
126870	3/20	LAMBRECHT, CRAIG	520-00-18704-000-000	2/11-20 HAYWARD	3,403.40
126871	3/20	STRELOW, MATTHEW E.	110-02-52107-263-000	3/3-6 WIS DELLS	75.00
126872	3/20	RIESELMANN, JOSEPH	110-02-52107-263-000	3/11-12 PLATTEVILLE	37.00
126873	3/20	KENESIE, JASON	110-01-51303-144-000	WINTER 2012 TUITION	1,200.00
126874	3/20	BENVENUTO, NICHOLAS	110-02-52103-263-000	3/12/13 WINNEBAGO	12.00
126875	3/20	ZURCHER, KURT W.	110-02-52103-263-000	3/5/13-WINNEBAGO	12.00
126876	3/20	ELM, MATTHEW G.	110-02-52103-263-000	3/11-12 WINNEBAGO	24.00
126877	3/20	ZUKAUSKAS, TADAS	110-02-52103-263-000	3/11/13 WINNEBAGO	12.00
126878	3/20	JURGENS, ADAM	110-02-52103-263-000	3/5/13-WINNEBAGO	12.00
126879	3/20	MOORE, MIKE	110-01-51601-261-000	02/13 84 MILES	47.46
126880	3/22	BUMPER TO BUMPER	630-09-50101-393-000	02/13 CE PARTS, MATE	2,209.48
			520-09-50201-317-000	02/13 TD PARTS, MATE	372.44
			110-02-52203-344-000	02/13 FD PARTS, MATE	250.94
			501-09-50104-344-000	02/13 SW PARTS, MATE	119.90
			520-09-50201-347-000	02/13 TD PARTS, MATE	92.40
			521-09-50101-341-000	02/13 AR PARTS, MATE	79.12
			110-02-52203-361-000	02/13 FD PARTS, MATE	61.98
			501-09-50105-344-000	02/13 SW PARTS, MATE	53.58
			206-02-52205-344-000	02/13 FD PARTS, MATE	37.47
			501-09-50104-389-000	02/13 SW PARTS, MATE	33.98
			110-02-52206-344-000	02/13 FD PARTS, MATE	14.29
				..... CHECK TOTAL	3,325.58
126881	3/22	GODFREY & KAHN, SC	420-11-51204-219-000	01/13 CHRYSLER	21,703.49
126882	3/22	HWY C SERVICE	110-02-52203-344-000	02/13-FD#5 SERVICE/	14.33

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
126883	3/22	CARDINAL HEALTH	206-02-52205-318-000	03/13 FD MEDICAL SUP	448.88
			206-02-52205-318-000	02/13 FD MEDICAL SUP	290.80
			206-02-52205-318-000	03/13 FD MEDICAL SUP	232.73
			206-02-52205-318-000	03/13 FD MEDICAL SUP	155.24
				..... CHECK TOTAL	1,127.65
126884	3/22	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	03/22/13 CITY HRLY	12,298.06
			110-00-21562-000-000	03/22/13 WATER HRLY	3,968.87
			110-00-21562-000-000	03/22/13 MUSEUM HRLY	25.00
				..... CHECK TOTAL	16,291.93
126885	3/22	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	03/13 ANIMAL CONTRL	11,689.78
126886	3/22	KENOSHA COUNTY SHERIFF DEPT	241-00-24202-000-000	REQ #1 JAG 0882	5,850.90
126887	3/22	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	2/1/13 W/C	787.26
			110-09-56405-161-000	3/11/13 W/C	22.80
				..... CHECK TOTAL	810.06
126888	3/22	KENOSHA NEWS	110-03-53107-321-000	02/13 SNOW REMOVAL	222.00
126889	3/22	M A TRUCK PARTS	520-09-50201-347-000	02/13-TD MATERIALS/S	1,564.49
			110-03-53103-361-000	02/13-ST MATERIALS/S	719.08
			630-09-50101-393-000	02/13-CE MATERIALS/S	150.36
				..... CHECK TOTAL	2,433.93
126890	3/22	WE ENERGIES	110-03-53109-221-000	#12 02/06-03/07	1,773.44
			110-05-55109-221-000	#12 02/06-03/07	971.06
			110-03-53109-221-000	#12 02/05-03/06	890.86
			110-05-55109-222-000	#12 02/05-03/06	392.16
			110-03-53109-221-000	#12 02/03-03/04	368.82
			524-05-50101-221-000	#12 02/05-03/08	332.56
			110-05-55109-221-000	#12 02/05-03/06	324.29
			110-03-53103-221-000	#12 02/03-03/04	251.29
			524-05-50101-222-000	#12 02/05-03/06	236.14
			110-03-53109-221-000	#12 02/04-03/05	224.55
			110-03-53109-221-000	#12 01/30-02/28	214.61
			110-05-55102-221-000	#12 01/29-02/28	204.79
			110-05-55102-221-000	#12 02/05-03/06	107.43
			110-05-55102-221-000	#12 02/06-03/07	77.42
			110-05-55109-221-000	#12 02/04-03/05	77.13
			110-05-55108-221-000	#12 02/07-03/10	51.64
			110-05-55109-221-000	#12 02/07-03/10	47.76
			110-05-55109-221-000	#12 01/08-03/07	42.14
			110-05-55109-222-000	#12 01/08-03/08	29.21
			110-05-55102-221-000	#12 02/07-03/08	17.19
			110-05-55109-222-000	#12 02/07-03/10	9.61
			110-05-55108-221-000	#12 02/05-03/06	9.00
			110-05-55103-222-000	#12 02/03-03/04	8.99
			 CHECK TOTAL	6,662.09

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
126891	3/22	WE ENERGIES	461-11-51301-581-000	4717 36 AVE-UTILS	20.25
126892	3/22	WIS RETIREMENT SYSTEM	110-00-21625-000-000	02/13 PENSION	619,085.53
			110-00-21622-000-000	02/13 PENSION	113,176.61
			110-02-52203-153-000	02/13 PENSION	10,855.25
			110-00-21622-000-000	02/13 PENSION	5,451.17
			110-00-21521-000-000	02/13 PENSION	4,300.00
			110-00-21622-000-000	02/13 PENSION	1,420.22
			110-02-52103-153-000	02/13 PENSION	687.94
				..... CHECK TOTAL	754,976.72
126893	3/22	UNITED STATES TREASURY	110-00-21581-000-000	03/22/13 DEDUCTION	20.00
126894	3/22	BROOKS TRACTOR, INC.	521-09-50101-344-000	CAMERA AND MONITOR	1,393.43
			630-09-50101-393-000	03/13 SE #2449 PARTS	145.09
			630-09-50101-393-000	02/13 SE #2449 PARTS	64.54
				..... CHECK TOTAL	1,603.06
126895	3/22	KENOSHA WATER UTILITY	110-03-53107-131-250	2/28/13 SNOWPLOWING	730.87
			110-03-53107-131-250	2/28/13 SNOWPLOWING	601.95
			110-03-53107-131-250	2/23/13 SNOWPLOWING	403.50
			110-03-53107-131-250	2/23/13 SNOWPLOWING	171.79
			110-03-53107-131-250	3/2/13 SNOWPLOWING	50.12
				..... CHECK TOTAL	1,958.23
126896	3/22	LARK UNIFORM, INC.	110-02-52103-367-000	02/13-PD#480 UNIFORM	105.90
126897	3/22	HECKER INVESTIGATIVE SERVICE	110-09-56405-161-000	3/13/13 W/C	560.00
126898	3/22	AT&T	110-01-51801-227-000	3/07-4/06 CIRCUITS	292.25
			110-02-52103-227-000	3/07-4/06 CIRCUITS	70.00
			520-09-50301-227-000	3/07-4/06 CIRCUITS	54.25
			110-02-52110-227-000	3/07-4/06 CIRCUITS	35.00
			110-02-52108-225-000	3/07-4/06 CIRCUITS	35.00
				..... CHECK TOTAL	486.50
126899	3/22	CHASE BANK KENOSHA	110-00-21513-000-000	03/22/13 HRLY DEDCT	18,479.97
			110-00-21511-000-000	03/22/13 HRLY DEDCT	11,047.97
			110-00-21612-000-000	03/22/13 HRLY DEDCT	11,047.83
			110-00-21614-000-000	03/22/13 HRLY DEDCT	2,679.48
			110-00-21514-000-000	03/22/13 HRLY DEDCT	2,679.37
			 CHECK TOTAL	45,934.62

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
126900	3/22	LEXISNEXIS SCREENING	110-01-51303-219-000	02/13 SERVICES	24.95
126901	3/22	REGISTRATION FEE TRUST	110-09-56519-909-000	REPLACE PLATE #2340	2.00
126902	3/22	CHEMSEARCH	110-05-55109-249-000	CHEMSTRIP EF AEROSOL	950.55
126903	3/22	LINCOLN CONTRACTORS SUPPLY	630-09-50101-393-000	02/13-CE#3069 TOOLS/	79.86
126904	3/22	LEE'S RENT IT	110-05-55109-344-000	03/13-PA EQUIPMENT R	180.00
126905	3/22	T-MOBILE	501-09-50103-226-000	02/8-3/7-SW WIRELESS	42.19
126906	3/22	PITNEY BOWES	110-01-51306-282-000	03/13 MACHINE LEASE/	386.00
126907	3/22	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	02/13 FD PARTS/MATER	298.00
			110-02-52203-344-000	01/13 FD PARTS/MATER	186.00
				..... CHECK TOTAL	484.00
126908	3/22	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	13-030103 RECORDS	78.53
			110-02-52102-219-000	13-005065 RECORDS	56.20
				..... CHECK TOTAL	134.73
126909	3/22	MESSERLI & KRAMER P.A.	110-00-21581-000-000	03/22/13 DEDUCTION	160.18
126910	3/22	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	02/13 YW ADMIN FEE	350.00
			501-09-50102-219-000	03/13 COUPON SETUP	150.00
			501-09-50102-219-000	03/13 YW COUPON PRG	55.04
			501-09-50102-219-000	03/13 YW COUPON PRG	3.07
				..... CHECK TOTAL	558.11
126911	3/22	GEIS BUILDING PRODUCTS, INC	110-03-53117-246-000	REPL SPRINGS/DOOR	1,999.00
126912	3/22	CICCHINI ASPHALT LLC	402-11-51111-589-000	FINAL-RESURFACING	4,851.32
			403-11-51102-588-000	FINAL-STORM SEWER-60	4,851.31
			403-11-51002-588-000	EST 5-STORM SEWER	3,332.90
			291-06-50407-259-000	EST 5-CONTINGENCY	3,332.90
				..... CHECK TOTAL	16,368.43
126913	3/22	JAMES IMAGING SYSTEMS, INC.	521-09-50101-232-000	03/13 AR-COPIER MNT	20.47

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
126914	3/22	SAM'S CLUB	524-05-50101-397-000	02/13-GO MERCHANDISE	223.79
126915	3/22	ECO/SAFE PLUS, LLC	520-09-50201-382-000	01/13 TD MAINT./SUPP	554.50
126916	3/22	HOERNEL LOCK & KEY, INC.	521-09-50101-344-000	02/13-AR LOCKS/KEYS	85.00
126917	3/22	LAKESIDE INTERNATIONAL TRUCK	630-09-50101-393-000 520-09-50201-347-000 206-02-52205-344-000	02/13-CE PARTS-MATER 02/13-TD BUS PARTS/M 02/13-FD PARTS/MATER CHECK TOTAL	4,512.84 502.68 377.95 5,393.47
126918	3/22	MEYER'S PRESSURE CLEANERS	632-09-50101-382-000 632-09-50101-382-000	SCALTROL REFILL DEGREASER CHECK TOTAL	245.00 55.00 300.00
126919	3/22	HUMANA INSURANCE CO	611-09-50101-155-517 611-09-50101-155-518 611-09-50101-155-519 611-09-50101-155-519 611-09-50101-155-518 611-09-50101-155-518 611-09-50101-155-517	03/13 PREMIUM 03/13 PREMIUM 03/13 PREMIUM 02/13 ADJUST 03/13 PREMIUM 02/13 ADJUST 02/13 ADJUST CHECK TOTAL	94,811.22 31,589.64 3,790.08 8.96CR 27.20CR 74.68CR 224.14CR 129,855.96
126920	3/22	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	03/22/13 HRLY DEDCT	36.81
126921	3/22	INDEPENDENT INSPECTIONS LTD	110-01-51601-219-000	02/13-INSPECTION SER	8,938.50
126922	3/22	HOMETOWN INC.	520-09-50106-341-000	03/13 DIESEL FUEL	26,206.74
126923	3/22	KNOX COMPANY	110-05-55109-249-000	KEY SWITCH	105.00
126924	3/22	LEE AUTO REPAIR	110-05-55109-344-000	02/13 #2225 REPAIR P	187.50
126925	3/22	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	03/22/13 CITY HRLY 03/22/13 WATER HRLY CHECK TOTAL	825.00 609.62 1,434.62
126926	3/22	AT&T SUBPOENA CENTER	110-02-52102-219-000	13-017691 RECORDS	40.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
126927	3/22	FIFTY STATES DIST.	110-02-52103-259-000	PD-CONTAMINATED CLN	10.15
126928	3/22	FASTENAL COMPANY	630-09-50101-393-000	03/13 SE TOOLS/MATER	454.32
			110-05-55109-344-000	02/13 PA TOOLS/MATER	83.53
			110-03-53107-389-000	02/13 ST TOOLS/MATER	29.60
			110-05-55109-361-000	02/13 PA TOOLS/MATER	4.75
				..... CHECK TOTAL	572.20
126929	3/22	HUMANA SPECIALTY BENEFITS	110-00-21538-000-000	03/13 DEDUCTIONS	1,529.22
126930	3/22	SHORELINE BUILDERS	405-11-51205-589-000	EST 5-DREDGING PROJ	42,313.00
			405-11-51105-589-000	EST 5-DREDGING PROJ	10,187.00
				..... CHECK TOTAL	52,500.00
126931	3/22	KIESLER'S POLICE SUPPLY, INC	241-09-50101-364-000	TACTICAL RIFLES	2,554.20
126932	3/22	RADICOM	420-11-51211-515-000	NARROWBAND RADIO SYS	67,584.00
126933	3/22	CHAPTER 13 TRUSTEE	110-00-21581-000-000	03/22/13 DEDUCTION	323.00
			110-00-21581-000-000	03/22/13 DEDUCTION	104.00
			110-00-21581-000-000	03/22/13 DEDUCTION	87.00
				..... CHECK TOTAL	514.00
126934	3/22	HANSMANN PRINTING	110-02-52103-311-000	02/13 PD-LOGS/BC'S	284.00
			110-02-52201-311-000	02/13 FD-APPRAISAL	95.00
				..... CHECK TOTAL	379.00
126935	3/22	MAGNUM TACTICAL SUPPLY	110-02-52103-367-000	MOLLE HOLSTER	79.96
126936	3/22	WISCONSIN VETERINARY	783-00-21995-000-000	03/13 MIKY SERV.	1,618.80
126937	3/22	WAUSAU EQUIPMENT CO.	521-09-50101-579-000	WAUSAU PLOW	29,722.00
			521-09-50101-579-000	TRADE-IN PLOW	13,800.00CR
				..... CHECK TOTAL	15,922.00
126938	3/22	FORCE AMERICA	630-09-50101-393-000	02/13 SE PARTS/MATER	1,835.27
126939	3/22	MENARDS (KENOSHA)	110-02-52203-357-000	03/13-FD#4 MERCHAND	222.09
			110-02-52203-382-000	02/13-FD#5 MERCHANDI	134.41
			110-03-53107-389-000	02/13-ST MERCHANDISE	96.40
			110-02-52203-382-000	03/13-FD#4 MERCHANDI	88.00
			110-02-52203-382-000	03/13-FD#4 RETURN ME	38.97CR
			 CHECK TOTAL	501.93

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
126940	3/22	WIS SCTF	110-00-21581-000-000	03/22/13 HRLY DEDCT	875.40
126941	3/22	MORBARK INC	501-09-50106-344-000	02/13 BLADE SHARPENI	120.26
126942	3/22	FORTY THIRD STREET	110-01-51801-246-000	DOORWAY GRAPHICS	61.25
126943	3/22	LOCAL GOVERNMENT PROPERTY	110-00-21109-000-000	2013 POLICY ENDRSMT	228,289.00
126944	3/22	GRAINGER	110-05-55103-246-000 630-09-50101-393-000	03/13-PA PARTS/MATER 02/13-SE PARTS/MATER CHECK TOTAL	150.26 86.25 236.51
126945	3/22	CINTAS CORP	632-09-50101-259-000 520-09-50201-367-000 110-02-52203-259-000	02/13 SE UNIFORM/GLO 02/13 TD UNIFORM/GLO 02/13 FD UNIFORM/GLO CHECK TOTAL	458.40 314.92 203.67 976.99
126946	3/22	SCHMITT PROTECTIVE SERVICES	110-01-51801-246-000	02/13 SECURITY CHECK	63.00
126947	3/22	CMRS/PITNEY BOWES	110-01-51306-312-000	3/15/13 WIRE TRANSF	10,000.00
126948	3/22	LEXISNEXIS RISK DATA MGMT	110-02-52101-219-000	02/13 SERVICES	126.75
126949	3/22	BUSCHE, JUDY LLC	110-01-50301-219-000	02/13 PROCESS SERVC	196.00
126950	3/22	PROCESSWORKS INC.	110-00-21578-000-000	03/19/13 CHECK REG	200.00
126951	3/22	GLASMAN TOWING	110-02-52103-219-000	03/13-#13-029618 TOW	15.00
126952	3/22	TASER INTERNATIONAL	110-02-52103-365-000 110-02-52103-365-000	CARTRIDGE - 21' CARTRIDGE-25' HYBRID CHECK TOTAL	688.50 419.91 1,108.41
126953	3/22	BEHM PAVEMENT MAINTENANCE	402-11-51201-587-000	FINAL-CRACKFILLING	6,000.00
126954	3/22	RED THE UNIFORM TAILOR	110-02-52206-367-000 110-02-52206-367-000 110-02-52103-367-000 520-09-50101-367-000 110-02-52103-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52103-367-000 110-02-52103-367-000 110-02-52206-367-000 110-02-52103-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000	02/13 FD-UNIFORMS 01/13 FD-UNIFORMS 02/13 POLICE UNIFORM 02/13 TD-UNIFORM ITM 02/13 POLICE UNIFORM 02/13 FD-UNIFORMS 02/13 FD-UNIFORMS 03/13 POLICE UNIFORM 03/13 POLICE UNIFORM 01/13 FD-UNIFORMS 02/13 FD-UNIFORMS 01/13 FD-UNIFORMS 02/13 FD-UNIFORMS 02/13 FD-UNIFORMS	1,032.95 481.90 274.75 222.54 192.85 167.50 167.50 85.00 85.00 61.50 44.65 33.50 25.90 24.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			520-09-50101-367-000	02/13 TD-UNIFORM ITM	9.20
				..... CHECK TOTAL	2,908.74
126955	3/22	CHANNING BETE	709-09-50101-264-000	02/13 FD TRAINING/ED	490.00
126956	3/22	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	1/22/13 W/C	93.60
126957	3/22	AURORA MEDICAL GROUP	110-01-51303-216-000	1-2/13 SCREENS	2,564.00
			110-02-52103-219-000	1-2/13 SCREENS	546.00
			110-01-51303-216-000	1-2/13 SCREENS	513.00
			520-09-50101-216-000	1-2/13 SCREENS	335.00
				..... CHECK TOTAL	3,958.00
126958	3/22	BYKOWSKI, JAMES, D.C.	110-09-56405-161-000	3/19/13 W/C	26.25
126959	3/22	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	2/1/13 W/C	488.00
126960	3/22	AURORA HEALTH CARE	110-09-56405-161-000	10/18/12 W/C	298.35
			110-09-56405-161-000	1/31/13 W/C	175.95
				..... CHECK TOTAL	474.30
126961	3/22	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	1/31/13 W/C	563.85
			110-09-56405-161-000	1/30/13 W/C	563.85
			110-09-56405-161-000	1/23/13 W/C	563.85
			110-09-56405-161-000	1/28/13 W/C	548.06
			110-09-56405-161-000	1/21/13 W/C	548.06
			110-09-56405-161-000	1/24/13 W/C	460.10
				..... CHECK TOTAL	3,247.77
126962	3/22	GENEX SERVICES INC	110-09-56405-161-000	2/25-3/6/13 W/C	938.90
126963	3/22	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	1/29/13 W/C	1,278.46
			110-09-56405-161-000	1/30/13 W/C	507.91
			110-09-56405-161-000	2/1/13 W/C	347.00
				..... CHECK TOTAL	2,133.37
126964	3/22	WORK INJURY MGMNT SOLUTIONS	110-09-56405-161-000	2/14/13 W/C	219.00
126965	3/22	COMPREHENSIVE CLINICAL AND	110-09-56405-161-000	1/16/13 W/C	225.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
126966	3/22	WIESZTORT FAMILY	110-09-56405-161-000	1/14-16/13 W/C	264.35
			110-09-56405-161-000	1/23-25/13 W/C	244.80
			110-09-56405-161-000	1/25-28/13 W/C	217.60
			110-09-56405-161-000	1/16-18/13 W/C	217.60
			110-09-56405-161-000	1/14/13 W/C	217.60
			110-09-56405-161-000	1/21-23/13 W/C	212.50
			110-09-56405-161-000	1/18-21/13 W/C	185.30
			110-09-56405-161-000	1/28/13 W/C	53.55
				..... CHECK TOTAL	1,613.30
126967	3/22	KOSCHNITZKE, TARA	110-00-44709-000-000	BARTENDER LICENSE	50.00
126968	3/22	MIELKE, KELI A	110-00-44709-000-000	BARTENDER LICENSE	50.00
126969	3/22	PARAMVIR, INC	110-00-44204-000-000	CLASS A LIQUOR	183.00
126970	3/22	HINOJOSA, ANGELA	110-00-46588-000-000	CANCEL-7/6/13	50.00
126971	3/22	TRATTORIA, INC	110-00-44203-000-000	OUTDOOR EXTENSION	50.00
126972	3/22	HERMAN, JUSTINE E	110-00-44709-000-000	BARTENDER LICENSE	50.00
126973	3/22	LANG, TAYLOR A	110-00-44709-000-000	BARTENDER LICENSE	50.00
126974	3/22	KELLERMAN, DESTINY E	110-00-44709-000-000	BARTENDER LICENSE	50.00
126975	3/22	PFLUGRADT, GLENN J	110-00-44709-000-000	BARTENDER LICENSE	50.00
126976	3/22	SHARP, TONYA M	110-00-44709-000-000	BARTENDER LICENSE	50.00
126977	3/22	SMITH, DANIEL R	110-00-44709-000-000	BARTENDER LICENSE	50.00
126978	3/22	JAIMES, MARICELA	110-00-44709-000-000	BARTENDER LICENSE	50.00
126979	3/22	NIEVES, DANIEL	110-00-21111-000-000	WDR TAX INTERCEPT	114.00
126980	3/22	SHELLEY, C ELISE	110-00-21111-000-000	WDR TAX INTERCEPT	22.42
126981	3/22	MORALES, ARMINDA	110-00-21111-000-000	WDR TAX INTERCEPT	265.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
126982	3/22	UELMEN, MARK	110-00-46394-000-000	APPLIANCE STICKER	15.00
126983	3/22	SOBBE, STACEY	110-02-52102-367-000	2013 CLOTHING ALLOW	400.00
126984	3/22	MORRISSEY, JOHN W.	110-02-52110-365-000	RECRUIT BANNER	424.53
126985	3/22	REINING, BRIAN F.	110-01-51601-261-000	02/13 29 MILES	16.39
126986	3/22	DESCHLER, STEVEN H.	110-02-52107-263-000	3/11-13 FRANKLIN	24.00
126987	3/22	SINANI, ASLLAN	110-02-52107-263-000	03/13/13 FRANKLIN	24.00
126988	3/22	WASHINGTON, AL	110-01-50901-261-000	02/13 152 MILES	85.88
126989	3/22	CRUEY, EDWARD	110-01-50901-261-000	02/13 132 MILES	74.58
126990	3/22	BRIETCHAFT, PHILLIP	110-02-52107-263-000	03/12/13 PLATTEVILLE	37.00
126991	3/22	KNIGHT, MATTHEW A.	110-01-50301-261-000	3/13/13 MILWAUKEE	44.22
126992	3/22	MORTON, SHAUN A	110-02-52103-344-000	#3088 WINDSHIELD	284.40
126993	3/22	WILLING, MARK	110-01-51101-264-000	REG FEE-SAFETY DAY	15.00
126994	3/22	GROTH, THOMAS P	110-02-52107-263-000	3/14/13 MADISON	13.00
126995	3/22	VICTORIA, RAMON	110-09-56405-166-000	3/07-4/05/13 PPD	1,352.00
126996	3/22	RUSSELL, DARRELL	110-09-56405-161-000	3/15/13 IME MILEAGE	44.92
126997	3/22	KUFFEL, CHASE	631-09-50101-261-000	2/12-14 APPLETON	161.59
126998	3/22	BISCIGLIA, PETER	110-02-52107-263-000	3/14/13 MADISON	13.00
126999	3/28	CLERK OF CIRCUIT COURT	110-01-50301-219-000	2 SMALL CLAIMS	12.50
127000	3/28	MACHINE SERVICES, INC.	520-09-50201-344-000	REPAIR STEERING GEAR	625.00
			520-09-50201-344-000	REPAIR DIFF ASM	600.00
			 CHECK TOTAL	1,225.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
127001	3/28	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	03/29/13 CITY SAL	40,714.38
			110-00-21562-000-000	03/29/13 CITY HRLY	12,357.06
			110-00-21562-000-000	03/29/13 LIBRARY SAL	6,485.89
			110-00-21562-000-000	03/29/13 WATER SAL	6,469.00
			110-00-21562-000-000	03/29/13 WATER HRLY	3,968.87
			110-00-21562-000-000	03/29/13 MUSEUM HRLY	25.00
				..... CHECK TOTAL	70,020.20
127002	3/28	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	03/29/13 CITY HRLY	564.79
			110-00-21553-000-000	03/29/13 WATER HRLY	233.54
			110-00-21553-000-000	03/29/13 CITY SAL	191.27
			110-00-21553-000-000	03/29/13 WATER SAL	80.21
			110-00-21553-000-000	03/29/13 MUSEUM HRLY	18.42
				..... CHECK TOTAL	1,088.23
127003	3/28	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	03/29/13 MUSEUM HRLY	85.00
			110-00-21541-000-000	03/29/13 CITY HRLY	63.45
			110-00-21541-000-000	03/29/13 WATER HRLY	21.25
				..... CHECK TOTAL	169.70
127004	3/28	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	1/20/13 W/C	608.85
			110-09-56405-161-000	2/3/13 W/C	582.43
				..... CHECK TOTAL	1,191.28
127005	3/28	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	03/29/13 SAL DEDUCT	85,840.00
127006	3/28	FIRST SUPPLY CO.	110-05-55109-249-000	02/13 PA SUPPLIES AN	310.23
			524-05-50101-246-000	03/13 PA SUPPLIES AN	197.78
			110-05-55109-249-000	03/13 PA SUPPLIES AN	147.20
				..... CHECK TOTAL	655.21
127007	3/28	KENOSHA COUNTY INTERFAITH	291-06-50611-259-000	#5544986 SUBGR AGMT	2,319.69
127008	3/28	WELDCRAFT, INC.	110-05-55109-344-000	02/12 PA WELDING SER	266.55
127009	3/28	WILLKOMM INC., JERRY	521-09-50101-341-000	03/13-AR FUEL	2,347.80
127010	3/28	WIS DEPT OF REVENUE	110-00-21512-000-000	03/01-15/13 DEDUCTS	118,255.84
127011	3/28	WE ENERGIES	110-03-53109-221-000	#13 02/14-03/17	2,282.93
			110-03-53109-221-000	#13 02/13-03/14	2,123.47
			110-03-53109-221-000	#13 02/11-03/12	962.44
			110-02-52203-221-000	#13 02/12-03/13	916.51
			110-02-52203-221-000	#13 02/11-03/12	740.80
			110-03-53109-221-000	#13 02/07-03/10	723.54
			110-03-53109-221-000	#13 01/20-02/18	494.42
			110-05-55109-221-000	#13 02/14-03/17	441.87
			110-02-52203-222-000	#13 02/10-03/11	417.51
			110-03-53103-221-000	#13 02/10-03/11	288.37

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52203-222-000	#13 02/11-03/12	260.61
			110-05-55109-221-000	#13 02/10-03/11	257.58
			110-03-53109-221-000	#13 02/10-03/11	177.89
			110-05-55109-221-000	#13 02/13-03/14	171.95
			110-05-55109-222-000	#13 02/10-03/11	127.24
			110-05-55109-221-000	#13 02/11-03/12	95.70
			110-05-55109-221-000	#13 02/08-03/11	71.61
			110-05-55109-221-000	#13 02/07-03/10	50.97
			110-03-53109-221-000	#13 02/17-03/18	50.78
			632-09-50101-221-000	#13 02/14-03/17	44.38
			110-01-51802-222-000	#13 912 35-PEPSI	32.74
			110-05-55109-221-000	#13 02/15-03/18	29.96
			519-09-50106-221-000	#13 02/10-03/11	28.54
			110-05-55109-221-000	#13 02/12-03/13	18.35
			110-05-55102-221-000	#13 02/12-03/13	17.91
			110-05-55109-221-000	#13 02/17-03/18	9.03
			110-05-55109-222-000	#13 02/12-03/13	8.99
				..... CHECK TOTAL	10,846.09
127012	3/28	STATE OF WISCONSIN	110-00-21901-999-000	02/13 COURT COSTS	24,776.68
			110-00-21911-999-000	02/13 COURT COSTS	19,318.39
			110-00-45104-999-000	02/13 COURT COSTS	14,276.43
				..... CHECK TOTAL	58,371.50
127013	3/28	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	03/29/13 DEDUCTION	216.43
127014	3/28	UNITED STATES TREASURY	110-00-21581-000-000	03/29/13 DEDUCTION	20.00
127015	3/28	REINDERS INC.	110-05-55109-344-000	MOTOR WHEEL	683.84
			110-05-55102-249-000	02/13-PA PARTS/SERVI	227.99
				..... CHECK TOTAL	911.83
127016	3/28	BROOKS TRACTOR, INC.	630-09-50101-393-000	03/13 SE #2449 PARTS	2,236.05
			630-09-50101-393-000	03/13 SE #2449 PARTS	1,220.67
			630-09-50101-393-000	02/13 SE PARTS & MAT	579.48
			110-03-53107-344-000	02/13 SE PARTS & MAT	573.54
			630-09-50101-393-000	03/13 SE #2449 PARTS	15.47
			630-09-50101-393-000	03/13 SE CREDIT PART	95.00CR
			 CHECK TOTAL	4,530.21

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
127017	3/28	CURTIS INDUSTRIES, INC	630-09-50101-393-000	03/13 SE FASTENERS-V	709.90
			630-09-50101-393-000	02/13 SE FASTENERS-V	410.84
				..... CHECK TOTAL	1,120.74
127018	3/28	CHASE BANK KENOSHA	110-00-21513-000-000	03/29/13 DEDUCTIONS	217,279.72
			110-00-21511-000-000	03/29/13 DEDUCTIONS	79,973.81
			110-00-21612-000-000	03/29/13 DEDUCTIONS	79,973.27
			110-00-21614-000-000	03/29/13 DEDUCTIONS	24,410.12
			110-00-21514-000-000	03/29/13 DEDUCTIONS	24,409.76
				..... CHECK TOTAL	426,046.68
127019	3/28	WISCONSIN SCREEN PROCESS, INC	206-02-52205-344-000	02/13-FD IDENTIFIERS	94.10
			110-02-52203-344-000	02/13-FD IDENTIFIERS	94.10
				..... CHECK TOTAL	188.20
127020	3/28	OFFICEMAX	110-02-52103-311-000	WHITE BOARD	122.18
			110-02-52103-311-000	CORK BOARD	115.64
			110-01-50301-311-000	02/13 LE #2445 OFFC	52.62
				..... CHECK TOTAL	290.44
127021	3/28	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	03/29/13 SAL DEDUCT	4,125.00
127022	3/28	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	03/29/13 SAL DEDUCT	11,040.50
127023	3/28	WIS DEPT OF REVENUE	110-00-21581-000-000	03/13 DEDUCTIONS	109.76
127024	3/28	KPSOA	110-00-21552-000-000	03/29/13 SAL DEDUCT	725.00
127025	3/28	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	03/29/13 SAL DEDUCT	8,498.48
127026	3/28	HABUSH, HABUSH & ROTTIER	110-09-56404-719-000	SEXTON INJ 2/21/10	62,500.00
127027	3/28	NAPA AUTO PARTS CO.	630-09-50101-393-000	02/13 CE PARTS/FILTE	2,938.87
			110-05-55109-344-000	02/13 PA PARTS/FILTE	840.28
			110-02-52203-344-000	03/13 FD PARTS/FILTE	527.71
			520-09-50401-347-000	02/13 CE PARTS/FILTE	82.66
			206-02-52205-344-000	02/13 GO PARTS/FILTE	81.40
			110-03-53103-389-000	02/13 ST PARTS/FILTE	74.88
			520-09-50201-347-000	02/13 TD PARTS/FILTE	73.06
			110-05-55102-344-000	02/13 PA PARTS/FILTE	70.05
			110-05-55109-361-000	02/13 PA PARTS/FILTE	53.82
			110-02-52204-344-000	02/13 FD PARTS/FILTE	36.81
			632-09-50101-389-000	02/13 SE PARTS/FILTE	24.73
			501-09-50105-367-000	02/13 SW PARTS/FILTE	18.97
			521-09-50101-344-000	02/13 AR PARTS/FILTE	18.47
			110-03-53107-344-000	02/13 ST PARTS/FILTE	17.28
			110-02-52203-382-000	02/13 FD PARTS/FILTE	5.49
				..... CHECK TOTAL	4,864.48

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
127028	3/28	MG TRUST COMPANY	761-09-50101-151-000	03/13 PIRO/RIMKUS	250.71
			761-00-21599-000-000	03/13 PIRO/RIMKUS	250.71
				..... CHECK TOTAL	501.42
127029	3/28	MESSERLI & KRAMER P.A.	110-00-21581-000-000	03/29/13 DEDUCTION	162.45
127030	3/28	MCAFFEE	110-01-51102-233-000	SAAS WEB PROTECTION	9,072.00
			110-01-51102-233-000	SAAS EMAIL PROTECT.	834.00
				..... CHECK TOTAL	9,906.00
127031	3/28	CINTAS DOCUMENT MANAGEMENT	110-01-51801-246-000	02/13 CONTAINERS	155.00
127032	3/28	HUMANA CLAIMS	611-09-50101-155-527	03/26/13 MED CLAIMS	106,778.77
			611-09-50101-155-527	03/19/13 MED CLAIMS	48,456.44
			611-09-50101-155-527	03/22/13 MED CLAIMS	30,856.91
			611-09-50101-155-527	03/20/13 MED CLAIMS	21,423.35
			611-09-50101-155-527	03/25/13 MED CLAIMS	21,058.11
			611-09-50101-155-527	03/21/13 MED CLAIMS	17,671.07
			611-09-50101-155-527	03/19/13 PHARMACY	4,760.19
			611-09-50101-155-527	03/25/13 PHARMACY	4,219.12
			611-09-50101-155-527	03/27/13 MED CLAIMS	3,953.72
			611-09-50101-155-527	03/22/13 PHARMACY	3,505.40
			611-09-50101-155-527	03/13 SHARED SAVINGS	2,629.55
			611-09-50101-155-527	03/21/13 PHARMACY	1,804.07
			611-09-50101-155-527	02/13 BEST DOCTORS	1,756.80
			611-09-50101-155-527	03/27/13 PHARMACY	1,623.79
			611-09-50101-155-527	03/26/13 PHARMACY	1,045.17
			611-09-50101-155-527	03/20/13 PHARMACY	544.75
			611-09-50101-155-527	02/13 PR YR STOP LS	194.98
			611-09-50101-155-527	02/13 VOIDS	320.34CR
			611-09-50101-155-527	02/13 FINCL RECOV	40,979.61CR
				..... CHECK TOTAL	230,982.24
127033	3/28	PAUL CONWAY SHIELDS	110-02-52206-367-000	02/13-FD TURNOUT GEA	365.50
			110-02-52206-367-000	03/13-FD TURNOUT GEA	164.35
				..... CHECK TOTAL	529.85
127034	3/28	US CELLULAR	110-05-55109-226-000	03/13 PA-CELL AIRTM	80.51
			206-02-52205-226-000	03/13 FD-CELL SERVC	79.65
			110-01-51601-226-000	03/13 CD-CELL AIRTM	58.27
			110-03-53103-226-000	03/13 ST-AIRTIME CHG	56.23
			110-02-52102-226-000	03/13 PD-AIR CHARGES	47.85
			631-09-50101-226-000	03/13 EN-CELL AIRTM	44.37
			110-02-52103-226-000	03/13 PD-AIR CHARGES	34.08
			206-02-52205-226-000	03/13 FD-CELL AIRTM	20.67
			110-02-52108-226-000	03/13 PD-AIR CHARGES	14.69
			110-05-55111-226-000	03/13 PA-CELL AIRTM	4.31
			205-03-53118-226-000	03/13 WA-CELL AIRTM	2.44
			205-03-53119-226-000	03/13 ST-AIRTIME CHG	1.27

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55102-226-000	03/13 PA-CELL AIRTM	1.27
			110-02-52101-226-000	03/13 PD-AIR CHARGES	.62
				..... CHECK TOTAL	446.23
127035	3/28	WASTE MANAGEMENT OF WI	110-03-53117-253-416	03/13 966.96 TONS	22,723.56
			110-03-53117-253-416	03/13 WDNR TONNAGE	12,570.48
			110-03-53117-253-416	03/13 FUEL SURCHARGE	1,969.97
			501-09-50104-253-000	03/13 36.30 TONS	853.05
			501-09-50104-253-000	03/13 WDNR TONNAGE	471.90
			110-03-53117-253-416	03/13 ENVIRO SURCHG	294.00
			501-09-50104-253-000	03/13 FUEL SURCHARGE	74.38
			501-09-50104-253-000	03/13 ENVIRO SURCHG	24.00
				..... CHECK TOTAL	38,981.34
127036	3/28	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	03/29/13 DEDUCTION	39.50
127037	3/28	WISCONSIN COUNCIL 40	110-00-21553-000-000	03/29/13 CITY HRLY	3,434.55
			110-00-21553-000-000	03/29/13 WATER HRLY	1,360.80
			110-00-21553-000-000	03/29/13 CITY SAL	1,074.15
			110-00-21553-000-000	03/29/13 WATER SAL	450.45
			110-00-21553-000-000	03/29/13 MUSEUM HRLY	218.40
				..... CHECK TOTAL	6,538.35
127038	3/28	REGISTER OF DEEDS	631-09-50101-311-000	02/13 DOCUMENTS	161.00
127039	3/28	ELECTRICAL CONTRACTORS, INC	110-05-55102-247-000	02/13 DIAMOND LGHTNG	90.40
127040	3/28	PELION BENEFITS, INC.	110-00-21517-000-000	03/16-31/13 DEDUCTS	1,452.46
127041	3/28	WIS DEPT OF REVENUE	761-00-21512-000-000	02/13 KCM DEDUCTS	292.00
127042	3/28	KENOSHA COUNTY TREASURER	521-09-50101-909-000	2012 AR TAX-18TH AV	7.93
127043	3/28	JOHNSON BANK	110-00-21532-000-000	03/29/13 CITY SAL	24,191.77
			110-00-21532-000-000	03/29/13 WATER SAL	2,512.92
			110-00-21532-000-000	03/29/13 LIBRARY SAL	1,700.00
			110-00-21532-000-000	03/29/13 CITY HRLY	825.00
			110-00-21532-000-000	03/29/13 WATER HRLY	609.62
				..... CHECK TOTAL	29,839.31

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
127044	3/28	FIFTY STATES DIST.	110-02-52203-259-000	02/13-FD LAUNDRY SER	1,190.18
127045	3/28	FASTENAL COMPANY	110-05-55109-344-000	02/13 PA-TOOLS/MTRL	27.28
			110-05-55109-344-000	03/13 PA-TOOLS/MTRLS	22.72
			110-05-55109-344-000	03/13 PA-TOOLS/MTRLS	10.58
				..... CHECK TOTAL	60.58
127046	3/28	INTERNATIONAL CODE COUNCIL	110-01-51601-323-000	SANCHEZ-3 YR RENEWAL	50.00
127047	3/28	HENRY SIBLEY HIGH SCHL BAND	222-09-50101-295-000	REISSUE CK #118146	200.00
127048	3/28	PROFESSIONAL SERVICE IND, INC	461-11-51301-581-000	02/13-CD ASBESTOS TE	4,310.00
127049	3/28	CHAPTER 13 TRUSTEE	110-00-21581-000-000	03/29/13 DEDUCTION	743.00
			110-00-21581-000-000	03/29/13 DEDUCTION	419.00
			110-00-21581-000-000	03/29/13 DEDUCTION	400.00
			110-00-21581-000-000	03/29/13 DEDUCTION	323.00
			110-00-21581-000-000	03/29/13 DEDUCTION	104.00
			110-00-21581-000-000	03/29/13 DEDUCTION	87.00
				..... CHECK TOTAL	2,076.00
127050	3/28	SICALCO, LTD.	110-03-53107-352-000	02/13-ST CALC CHLORI	2,348.08
127051	3/28	TRUST ACCOUNT-GARY HOFFMAN	110-00-21581-000-000	03/29/13 DEDUCTION	436.22
127052	3/28	SHOPKEEP POS	524-05-50101-233-000	6 MONTH SOFTWARE	294.00
127053	3/28	SCHALL, RUTH	411-11-51201-532-000	BLACK BOX CABLES	139.50
127054	3/28	BELLE CITY FIRE EXTINGUISHER	110-02-52203-389-000	02/13 FD#4-EXTINGSHR	95.84
127055	3/28	WIS SCTF	110-00-21581-000-000	03/29/13 SAL DEDUCT	9,332.14
			110-00-21581-000-000	03/29/13 HRLY DEDCT	955.28
				..... CHECK TOTAL	10,287.42
127056	3/28	CHASE BANK-DTC	304-00-22201-000-000	SERIES 2005 GO REF	443,625.00
			313-00-22201-000-000	SERIES 2011 GO REF	172,606.25
			399-00-22201-000-000	SERIES 2005 GO PROM	57,025.00
				..... CHECK TOTAL	673,256.25

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
127057	3/28	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	03/29/13 DEDUCTION	278.00
127058	3/28	KENOSHA COUNTY TREASURER	110-00-21910-999-000	02/13 FEES COLLECT	15,469.99
			110-00-21901-999-000	02/13 FEES COLLECT	4,887.02
			110-00-21910-999-000	02/13 FEES COLLECT	515.33
				..... CHECK TOTAL	20,872.34
127059	3/28	TIME WARNER CABLE	110-01-51102-233-000	3/7-4/16-MB RR	355.00
127060	3/28	MICRO FOCUS	520-09-50201-219-000	ANNUAL SUPPORT	251.00
127061	3/28	EZ PACK N SHIP ETC, INC	110-01-51306-312-000	02/13-FD UPS SERVICE	15.45
			520-09-50106-311-000	02/13-TD UPS SERVICE	14.58
			110-01-51306-312-000	02/13-PD UPS SERVICE	10.80
			520-09-50301-311-000	02/13-TD UPS SERVICE	7.29
				..... CHECK TOTAL	48.12
127062	3/28	PROCESSWORKS INC.	110-00-21578-000-000	03/26/13 CHECK REG	275.00
			110-00-21578-000-000	12/12 EXPENSES	49.00
				..... CHECK TOTAL	324.00
127063	3/28	RIMKUS, JASON	761-09-50101-111-000	3/16-31/13 SERVICE	1,933.04
			761-00-21514-000-000	3/16-31/13 SERVICE	28.03CR
			761-00-21599-000-000	3/16-31/13 SERVICE	96.65CR
			761-00-21512-000-000	3/16-31/13 SERVICE	108.90CR
			761-00-21511-000-000	3/16-31/13 SERVICE	119.85CR
			761-00-21513-000-000	3/16-31/13 SERVICE	224.00CR
				..... CHECK TOTAL	1,355.61
127064	3/28	PIRO, RALPH	761-09-50101-111-000	3/16-31/13 SERVICE	916.45
			761-00-21514-000-000	3/16-31/13 SERVICE	13.29CR
			761-00-21599-000-000	3/16-31/13 SERVICE	25.00CR
			761-00-21512-000-000	3/16-31/13 SERVICE	40.70CR
			761-00-21511-000-000	3/16-31/13 SERVICE	56.82CR
			761-00-21513-000-000	3/16-31/13 SERVICE	77.00CR
				..... CHECK TOTAL	703.64
127065	3/28	AIRGAS NORTH CENTRAL	632-09-50101-389-000	02/13 SE-INDSTL GAS	157.55
			110-05-55109-235-000	02/13 PA-INDSTL GAS	53.36
			206-02-52205-389-000	02/13 FD#5 OXYGEN CL	26.68
			110-05-55109-344-000	02/13 PA-INDSTL GAS	24.92
			206-02-52205-389-000	02/13 FD#3 OXYGEN CL	20.14
				..... CHECK TOTAL	282.65

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
127066	3/28	COMMUNITY STREETCAR	520-09-50301-323-000	2013 DUES	1,500.00
127067	3/28	WE ENERGIES	461-11-51301-581-000	4723 36 AV-GAS RMVL	689.00
127068	3/28	AURORA MEDICAL GROUP	520-09-50101-216-000	02/13-SCREENS	44.00
127069	3/28	IOD INCORPORATED	110-09-56405-161-000	3/19/13 W/C	48.55
127070	3/28	HEALTHPORT	110-09-56405-161-000	3/16/13 W/C	77.57
127071	3/28	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	1/22/13 W/C	123.00
			110-09-56405-161-000	2/3/13 W/C	46.00
			110-09-56405-161-000	1/16/13 W/C	46.00
				..... CHECK TOTAL	215.00
127072	3/28	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	2/3/13 W/C	309.00
127073	3/28	AURORA HEALTH CARE	110-09-56405-161-000	1/8-28/13 W/C	1,383.77
127074	3/28	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	1/23-24/13 W/C	752.17
			110-09-56405-161-000	1/28-29/13 W/C	551.45
			110-09-56405-161-000	2/5/13 W/C	444.32
			110-09-56405-161-000	2/7/13 W/C	427.41
			110-09-56405-161-000	2/8/13 W/C	371.02
			110-09-56405-161-000	1/25/13 W/C	371.02
			110-09-56405-161-000	1/31/13 W/C	356.36
			110-09-56405-161-000	1/29/13 W/C	174.80
				..... CHECK TOTAL	3,448.55
127075	3/28	HEALTH SYSTEMS INTERNATIONAL	110-09-56405-161-000	1/1-31/13 W/C	8,466.49
127076	3/28	GENEX SERVICES INC	110-09-56405-161-000	3/20-21/13 W/C	649.39
			110-09-56405-161-000	3/5-20/13 W/C	610.97
			110-09-56405-161-000	2/27-3/20/13 W/C	471.30
				..... CHECK TOTAL	1,731.66
127077	3/28	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	2/6/13 W/C	151.07
127078	3/28	STUBBE AND ASSOCIATES	110-09-56405-161-000	2/19-3/18/13 W/C	600.51

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
127079	3/28	LGIP-INVESTMENTS CITY	110-00-11301-000-000 110-00-11301-000-000	2012 RE LOTTERY CR 2012 MOBILE HOME CR CHECK TOTAL	2,187,532.26 38,389.68 2,225,921.94
127080	3/28	LGIP-INVESTMENTS CITY	110-00-11301-000-000	3/6/12 CORRECTION	346,500.00
127081	3/28	EDWARDS, LEE & CAROL	110-00-21106-000-000	2012 RE TAX OVERPAY	704.06
127082	3/28	HOPE COUNCIL, INC	291-06-51402-259-000	#5545270 SUBGR AGMT	1,330.20
127083	3/28	MADRIGRANO, GENE	110-00-21117-000-000	FINE PMT # V842400	16.00
127084	3/28	FOSTER, DEBORAH	110-00-21111-000-000	REISSUE CK #126476	28.00
127085	3/28	TAPPA, CHEYANE S	110-00-21904-000-000	CASH BOND # R936551	56.70
127086	3/28	LYANNAS, CRYSTAL L	110-00-45103-000-000 110-00-45104-000-000 110-00-21911-000-000 110-00-21901-000-000 110-00-21910-000-000	FINE PMT # R018536 FINE PMT # R018536 FINE PMT # R018536 FINE PMT # R018536 FINE PMT # R018536 CHECK TOTAL	50.00 28.00 13.00 13.00 10.00 114.00
127087	3/28	WALLACE, SHERRY A	110-00-45103-000-000	FINE PMT # P706214	30.00
127088	3/28	FREEMAN, SANDRA	110-00-45103-000-000 110-00-45104-000-000 110-00-21910-000-000	FINE D. SKARDA FINE D. SKARDA FINE D. SKARDA CHECK TOTAL	50.00 24.00 10.00 84.00
127089	3/28	O'NEILL, MELINDA J	110-00-21106-000-000	2012 RE TAX OVERPAY	55.71
127090	3/28	QUIJADA, BETSY	110-00-46581-000-000 110-00-21905-000-000	CANCEL 7/20/13 CANCEL 7/20/13 CHECK TOTAL	420.00 300.00 720.00
127091	3/28	BURBACH, MICHAEL	110-00-21106-000-000	2012 RE TAX OVERPAY	620.55
127092	3/28	DANDURAND, JERRY JR	110-00-21106-000-000	REISSUE CK #123511	326.32

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
127093	3/28	FRYE, ADELL	110-00-21106-000-000	REISSUE CK #123552	225.26
127094	3/28	SOHELIA BROUK	110-00-21106-000-000	REISSUE CK #125137	272.78
127095	3/28	KOPESKY, KENNETH	110-02-52101-219-000	3/18/13 COURT DUTY	68.86
127096	3/28	DUFFY, KENNETH T.	110-02-52102-263-000	3/13/13 FOX LAKE	8.00
127097	3/28	MAY, DAVID	110-02-52102-263-000	3/13/13 - FOX LAKE	8.00
127098	3/28	HECKEL, EUGENE W.	110-02-52107-263-000	3/21/13 - PEWAUKEE	8.00
127099	3/28	FRANCIS, RONALD	110-02-52107-263-000	3/21/13 - PEWAUKEE	8.00
127100	3/28	WIENKE, DANIEL	110-02-52107-263-000	3/21/13 - PEWAUKEE	8.00
127101	3/28	KOPP, NICOLE	110-02-52107-263-000	3/21/13 - PEWAUKEE	8.00
127102	3/28	LABATORE, FELICIA	110-02-52107-263-000	3/21/13 - PEWAUKEE	8.00
127103	3/28	BILLINGSLEY, SHELLY	501-09-50101-261-000	03/13 107 MILES	60.46
127104	3/28	NORD, SARAH	110-02-52107-263-000	3/21/13 - PEWAUKEE	8.00
127105	3/28	KENESIE, JASON	110-02-52102-367-000	2013 CLOTHING ALLOW	367.00
127106	3/28	ROHDE, JOHN	110-02-52107-263-000	3/22/13 - OAK CREEK	8.00
127107	3/28	AUSTIN, CATHY	501-09-50101-261-000	3/4-6/13 NEENAH	184.00
			501-09-50101-263-000	3/4-6/13 NEENAH	157.07
				..... CHECK TOTAL	341.07
127108	3/28	LUELLEN, JONATHAN	110-02-52107-263-000	3/21/13 - PEWAUKEE	8.00
127109	3/28	COCHRAN, TYLER J	110-02-52107-263-000	3/21/13 - PEWAUKEE	8.00
127110	3/28	LEIPZIG, TODD	110-01-51303-144-000	WINTER 2013 TUITION	864.00
127111	3/28	FRANKLIN, TOMMAR N	110-02-52107-263-000	3/21/13 - PEWAUKEE	8.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
127112	3/28	YANDEL, DAVID M	110-02-52107-263-000	3/21/13 - PEWAUKEE	8.00
127113	3/28	THORNE, TODD A	110-02-52107-263-000	03/21/13 PEWAUKEE	8.00
127114	3/28	VOS, JOHN	110-01-51303-144-000	WINTER 2013 TUITION	813.64
127115	3/28	ALLES, RYAN W	110-02-52103-263-000	3/23/13 WINNEBAGO	12.00

GRAND TOTAL FOR PERIOD ***** 6,486,659.44



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS
MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

April 11, 2013

To: Eric Haugaard, Chairman
Public Works Committee

From: Michael M. Lemens, P.E.
Director of Public Works

Cc: Jesse Downing
District 16

Subject: *Approval of acquisitions and payment authorization
Project 11-1025 122nd Avenue Reconstruction*

Parcel	Current Owner	Type of Easement	Acreage	Amount
16	Brat Stop, Inc.	Temporary Limited	0.0726	\$1,600.00
21	Carisch Brothers	Permanent Limited	0.008	\$5,800.00
		Temporary Limited	0.0372	
56	Lojon Property, LLC	Temporary Limited	0.0344	\$800.00
57	Raymond & Aldona Fischer	Permanent Limited	0.0273	\$19,400.00
		Temporary Limited	0.1348	
58	Rachna Enterprises, Inc	Permanent Limited	0.0046	\$4,400.00
		Temporary Limited	0.0806	
59	Aurora Healthcare Southern Lakes, Inc.	Permanent Limited	0.0069	\$3,300.00
		Temporary Limited	0.0567	
60	Wisconsin Hospitality, LLC	Permanent Limited	0.0041	\$5,100.00
		Temporary Limited	0.0459	

Funding for the acquisition of the above listed easements is through the 2012 Capital Improvement Plan – Item IN-07-001 122nd Avenue – Real Estate Acquisition. Budget amount is \$130,000.00.

Due to the volume of paper, the full Appraisal Report for each parcel is available on the Alderman Website.

RECOMMENDATION

Approve the conveyances of easements and authorize payment.

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Southern Wisconsin Appraisal
a/k/a GA Bock & Associates, Inc.
1055 Prairie Drive Ste C
Racine WI 53406-3971
Phone: 262.886.2450
Fax: 262.886.6145



April 2, 2013

Mike Lemens, P.E.
City of Kenosha
625 52nd Street
Kenosha, WI 53140

Re: *Abbreviated Standard - Narrative Appraisal Report*
Parcel No. 16, (Brat Stop Inc)
Project I. D. 11-1025 (122nd Avenue)

Dear Mr. Lemens:

In accordance with your request, this firm appraised the real estate located in the City of Kenosha, Kenosha County, Wisconsin, identified above. The appraisal is intended to assist you (City of Kenosha) with negotiations regarding the acquisition of rights in real estate that are required for the completion of the planned roadway improvement project. In keeping with your instructions, the appraisal was made in compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 and follows the minimal guidelines set by Uniform Appraisal Standards for Federal Land Acquisitions.

A careful inspection of the subject property was made on several occasions during the past several weeks. The final viewing was made on March 21, 2013, without the owner. The attached abbreviated standard appraisal report contains the appraiser's estimate of compensation due the owner as well as a summary of the major factors considered when developing this estimate. Please note the limiting conditions and special assumptions under which this value estimate is made. They are found within the report.

Based on my analysis, it is my professional opinion that the amount of compensation due the owner of the subject property as of March 21, 2013 is:

One Thousand Six Hundred Dollars
\$1,600

Should you require additional information or have any questions, please call.

Sincerely,

Gene A. Bock, SRA, ASA, CRA
Senior Appraiser, Southern Wisconsin Appraisal
Wisconsin Certified General Appraiser No. 311-010
Illinois Certified General Appraiser No. 553.002116

Enc



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SUMMARY OF SALIENT FACTS & CONCLUSIONS

General Information

Property Owner: Brat Stop Inc
Property Address: Vacant Land along 122nd Avenue
City of Kenosha, Kenosha Co., WI
Owner's Address: 12304 75th St
Kenosha, WI 53142-7323
Contact: Norma Rasmussen (262-694-4748)
Site Size: 0.848-acre (net acres)
Existing Right of Way: None present
Present Use: A vacant 0.848 acre commercial site
Zoning: B-2: Community Business District
Highest & Best Use – Before: Commercial Use
Highest & Best Use – After: Commercial Use
Start of Project Construction: May 1, 2013
Est. Construction Completion: November 30, 2013
Term of Construction (Approx.): 7-months (May 2013 to November 2013)
Term of Proposed TLE: 8-months (March 2013 to November 2013)

Area & Interests To Be Acquired

Parcel Number of Subject: Parcel 16
Right of Way Plat & Page: Plat 11-1025, Page 4.03
Fee Acquisition: None to be acquired
Temporary Limited Easement: 0.0726-acre (8-month term)
Permanent Limited Easement: None to be acquired
Access Rights: None to be acquired
Existing Right of Way (R/W): None present
Improvements to be acquired: None to be acquired

Conclusions

Date of Value: March 21, 2013
Before Value: \$424,800
After Value: \$424,800
Loss in Value: \$0
Plus: Value TLE: \$1,584
Total Compensation (Damages): **\$1,600 (Rounded)**

* Note *: The reported value does not include any personal property, any business value, or loss in business. It does not include any items located within the existing street right of way. The value reported is based on clear title of the real property (land and improvements).

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Southern Wisconsin Appraisal
a/k/a GA Bock & Associates, Inc.
1055 Prairie Drive Ste C
Racine WI 53406-3971
Phone: 262.886.2450
Fax: 262.886.6145



April 4, 2013

Mike Lemens, P.E.
City of Kenosha
625 52nd Street
Kenosha, WI 53140

Re: *Abbreviated Standard - Narrative Appraisal Report*
Parcel No. 21, (Carisch Brothers)
Project I. D. 11-1025 (123rd Avenue)

Dear Mr. Lemens:

In accordance with your request, this firm appraised the real estate located in the City of Kenosha, Kenosha County, Wisconsin, identified above. The appraisal is intended to assist you (City of Kenosha) with negotiations regarding the acquisition of rights in real estate that are required for the completion of the planned roadway improvement project. In keeping with your instructions, the appraisal was made in compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 and follows the minimal guidelines set by Uniform Appraisal Standards for Federal Land Acquisitions.

A careful inspection of the subject property was made on several occasions during the past several weeks. The final viewing was made on March 21, 2013, without the owner. The attached abbreviated standard appraisal report contains the appraiser's estimate of compensation due the owner as well as a summary of the major factors considered when developing this estimate. Please note the limiting conditions and special assumptions under which this value estimate is made. They are found within the report.

Based on my analysis, it is my professional opinion that the amount of compensation due the owner of the subject property as of March 21, 2013 is:

Five Thousand Eight Hundred Dollars
\$5,800

Should you require additional information or have any questions, please call.

Sincerely,

Gene A. Bock, SRA, ASA, CRA
Senior Appraiser, Southern Wisconsin Appraisal
Wisconsin Certified General Appraiser No. 311-010
Illinois Certified General Appraiser No. 553.002116

Enc



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SUMMARY OF SALIENT FACTS & CONCLUSIONS

General Information

Property Owner: Carisch Brothers
Property Address: 7411 122nd Ave
City of Kenosha, Kenosha Co., WI
Owner’s Address: 484 Moorning Line Dr
Naples, FL 34012.
Contact: George Carisch (612-812-5275)
Site Size: 1.0035-acre (net acres)
Existing Right of Way: None present
Present Use: A 1.0035-acre site with Arby’s fast food restaurant.
Zoning: B-2: Community Business District
Highest & Best Use – Before: Commercial Use
Highest & Best Use – After: Commercial Use
Start of Project Construction: May 1, 2013
Est. Construction Completion: November 30, 2013
Term of Construction (Approx.): 7-months (May 2013 to November 2013)

Area & Interests To Be Acquired

Parcel Number of Subject: Parcel 21
Right of Way Plat & Page: Plat 11-1025, Page 4.03
Fee Acquisition: None to be acquired
Temporary Limited Easement: 0.0372-acre (1,620-sq ft)
Permanent Limited Easement: 0.008-acre (350-sq ft)
Access Rights: None to be acquired
Existing Right of Way (R/W): None present
Improvements to be acquired: Portion of landscaping (10-12 shrubs & minimal mulch).
Removal of one “exit” sign.

Conclusions

Date of Value: March 21, 2013
Before Value: \$1,026,400
After Value: \$1,021,500
Loss in Value: \$4,900
Plus: Value TLE: \$847
Total Compensation (Damages): **\$5,800 (Rounded)**

* Note *: The reported value does not include any personal property, any business value, or loss in business. It does not include any items located within the existing street right of way. The value reported is based on clear title of the real property (land and improvements).

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Southern Wisconsin Appraisal
a/k/a GA Bock & Associates, Inc.
1055 Prairie Drive Ste C
Racine WI 53406-3971
Phone: 262.886.2450
Fax: 262.886.6145



April 1, 2013

Mike Lemens, P.E.
City of Kenosha
625 52nd St
Kenosha, WI 53140

Re: *Abbreviated Standard - Narrative Appraisal Report*
Parcel No. 56, (Lojon Property LLC)
Project I. D. #11-1025 (122nd Ave)

Dear Mr. Lemens:

In accordance with your request, this firm appraised the real estate located in the City of Kenosha, Kenosha County, Wisconsin, identified above. The appraisal is intended to assist you (City of Kenosha) with negotiations regarding the acquisition of rights in real estate that are required for the completion of the planned roadway improvement project. In keeping with your instructions, the appraisal was made in compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 and follows the minimal guidelines set by Uniform Appraisal Standards for Federal Land Acquisitions.

A careful inspection of the subject property was made on several occasions during the past several weeks. The final viewing was made on March 21, 2013, without the owner. The attached abbreviated standard narrative appraisal report contains the appraiser's estimate of compensation due the owner as well as a summary of the major factors considered when developing this estimate. Please note the limiting conditions and special assumptions under which this value estimate is made. They are found within the report.

Based on my analysis, it is my professional opinion that the amount of compensation due the owner of the subject property as of March 21, 2013 is:

Eight Hundred Dollars
\$800

Should you require additional information or have any questions, please call.

Sincerely,

Gene A. Bock, SRA, ASA, CRA
Senior Appraiser, Southern Wisconsin Appraisal
Wisconsin Certified General Appraiser No. 311-010
Illinois Certified General Appraiser No. 553.002116

Enc



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SUMMARY OF SALIENT FACTS & CONCLUSIONS

General Information

Property Owner: Lojon Property LLC
Property Address: 7305 122nd Ave
City of Kenosha, Kenosha Co., WI
Owner's Address: PO Box 299
Manorville, NY 11949
Contact: c/o Raheel Foods
Site Size: 0.929-acre (net acres)
Existing Right of Way: None present
Present Use: A vacant 0.929-acre commercial site
Zoning: B-2: Community Business District
Highest & Best Use – Before: Future Commercial Use
Highest & Best Use – After: Future Commercial Use
Start of Project Construction: May 1, 2013
Est. Construction Completion: November 30, 2013
Term of Construction (Approx.): 7-months (May 2013 to November 2013)
Term of Proposed TLE: 8-months (March 2013 to November 2013)

Area & Interests To Be Acquired

Parcel Number of Subject: Parcel 56
Right of Way Plat & Page: Plat 11-1025, Page 4.03
Fee Acquisition: None to be acquired
Temporary Limited Easement 0.0344-acre (8-month term)
Access Rights: None to be acquired
Existing Right of Way (R/W): None present
Improvements to be acquired: None being acquired

Conclusions

Date of Value: March 21, 2013
Before Value: \$485,600
After Value: \$485,600
Loss in Value: \$0
Plus: Value TLE: \$783
Total Compensation (Damages): **\$800 (Rounded)**

* Note *: The reported value does not include any personal property, any business value, or loss in business. It does not include any items located within the existing street right of way. The value reported is based on clear title of the real property (land and improvements).

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Southern Wisconsin Appraisal
a/k/a GA Bock & Associates, Inc.
1055 Prairie Drive Ste C
Racine WI 53406-3971
Phone: 262.886.2450
Fax: 262.886.6145



April 5, 2013

Mike Lemens, P.E.
City of Kenosha
625 52nd Street
Kenosha, WI 53140

Re: *Abbreviated Standard - Narrative Appraisal Report*
Parcel No. 57, (Raymond & Aldona Fischer)
Project I. D. 11-1025 (125th Avenue)

Dear Mr. Lemens:

In accordance with your request, this firm appraised the real estate located in the City of Kenosha, Kenosha County, Wisconsin, identified above. The appraisal is intended to assist you (City of Kenosha) with negotiations regarding the acquisition of rights in real estate that are required for the completion of the planned roadway improvement project. In keeping with your instructions, the appraisal was made in compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 and follows the minimal guidelines set by Uniform Appraisal Standards for Federal Land Acquisitions.

A careful inspection of the subject property was made on several occasions during the past several weeks. The final viewing was made on March 21, 2013, without the owner. The attached abbreviated standard appraisal report contains the appraiser's estimate of compensation due the owner as well as a summary of the major factors considered when developing this estimate. Please note the limiting conditions and special assumptions under which this value estimate is made. They are found within the report.

Based on my analysis, it is my professional opinion that the amount of compensation due the owner of the subject property as of March 21, 2013 is:

Nineteen Thousand Four Hundred Dollars
\$19,400

Should you require additional information or have any questions, please call.

Sincerely,

Gene A. Bock, SRA, ASA, CRA
Senior Appraiser, Southern Wisconsin Appraisal
Wisconsin Certified General Appraiser No. 311-010
Illinois Certified General Appraiser No. 553.002116

Enc



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SUMMARY OF SALIENT FACTS & CONCLUSIONS

General Information

Property Owner: Raymond & Aldona Fischer (414-421-1060)
Property Address: 7221 122nd Avenue
City of Kenosha, Kenosha Co., WI
Owner's Address: 9370 S 46th St
Franklin, WI 53132-9273
Site Size: 3.7250-acre (net acres)
Existing Right of Way: None present
Present Use: A 3.7250-acre commercial site improved with a Value Inn Motel
Zoning: B-2: Community Business District
Highest & Best Use – Before: Commercial Use
Highest & Best Use – After: Commercial Use
Start of Project Construction: May 1, 2013
Est. Construction Completion: November 30, 2013
Term of Construction (Approx.): 7-months (May 2013 to November 2013)

Area & Interests to Be Acquired

Parcel Number of Subject: Parcel 57
Right of Way Plat & Page: Plat 11-1025, Page 4.03 and 4.04
Fee Acquisition: None to be acquired
Temporary Limited Easement: 0.1348-acre (8-month term)
Permanent Limited Easement: 0.0273-acre to be acquired
Access Rights: None to be acquired
Existing Right of Way (R/W): None present
Improvements to be acquired: A mixture of 14-trees is to be acquired

Conclusions

Date of Value: March 21, 2013
Before Value: \$2,395,400
After Value: \$2,378,900
Loss in Value: \$16,500
Plus: Value TLE: \$2,813
Total Compensation (Damages): **\$19,400 (Rounded)**

* Note *: The reported value does not include any personal property, any business value, or loss in business. It does not include any items located within the existing street right of way. The value reported is based on clear title of the real property (land and improvements).

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Southern Wisconsin Appraisal
a/k/a GA Bock & Associates, Inc.
1055 Prairie Drive Ste C
Racine WI 53406-3971
Phone: 262.886.2450
Fax: 262.886.6145



April 4, 2013

Mike Lemens, P.E.
City of Kenosha
625 52nd Street
Kenosha, WI 53140

Re: *Abbreviated Standard - Narrative Appraisal Report*
Parcel No. 58, (Rachna Enterprises Inc)
Project I. D. 11-1025 (126th Avenue)

Dear Mr. Lemens:

In accordance with your request, this firm appraised the real estate located in the City of Kenosha, Kenosha County, Wisconsin, identified above. The appraisal is intended to assist you (City of Kenosha) with negotiations regarding the acquisition of rights in real estate that are required for the completion of the planned roadway improvement project. In keeping with your instructions, the appraisal was made in compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 and follows the minimal guidelines set by Uniform Appraisal Standards for Federal Land Acquisitions.

A careful inspection of the subject property was made on several occasions during the past several weeks. The final viewing was made on March 21, 2013, without the owner. The attached abbreviated standard appraisal report contains the appraiser's estimate of compensation due the owner as well as a summary of the major factors considered when developing this estimate. Please note the limiting conditions and special assumptions under which this value estimate is made. They are found within the report.

Based on my analysis, it is my professional opinion that the amount of compensation due the owner of the subject property as of March 21, 2013 is:

Four Thousand Four Hundred Dollars
\$4,400

Should you require additional information or have any questions, please call.

Sincerely,

Gene A. Bock, SRA, ASA, CRA
Senior Appraiser, Southern Wisconsin Appraisal
Wisconsin Certified General Appraiser No. 311-010
Illinois Certified General Appraiser No. 553.002116

Enc



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SUMMARY OF SALIENT FACTS & CONCLUSIONS

General Information

Property Owner: Rachna Enterprises Inc
Property Address: 7220 122nd Avenue
City of Kenosha, Kenosha Co., WI
Owner's Address: 7220 122nd Avenue
Kenosha, WI 53142
Site Size: 2.8777-acre (net acres)
Existing Right of Way: None present
Present Use: A 2.8777-acre site improved with a Best Western Hotel
Zoning: B-2: Community Business District
Highest & Best Use – Before: Commercial Use
Highest & Best Use – After: Commercial Use
Start of Project Construction: May 1, 2013
Est. Construction Completion: November 30, 2013
Term of Construction (Approx.): 7-months (May 2013 to November 2013)

Area & Interests To Be Acquired

Parcel Number of Subject: Parcel 58
Right of Way Plat & Page: Plat 11-1025, Page 4.03 and 4.04
Fee Acquisition: None to be acquired
Temporary Limited Easement: 0.0806-acre (3,511-sq ft)
Permanent Limited Easement: 0.0046-acre (200-sq ft)
Access Rights: None to be acquired
Existing Right of Way (R/W): None present
Improvements to be acquired: 10-12 evergreen shrubs & 1-private stop sign

Conclusions

Date of Value: March 21, 2013
Before Value: \$4,241,000
After Value: \$4,238,400
Loss in Value: \$2,600
Plus: Value TLE: \$1,758
Total Compensation (Damages): **\$4,400 (Rounded)**

* Note *: The reported value does not include any personal property, any business value, or loss in business. It does not include any items located within the existing street right of way. The value reported is based on clear title of the real property (land and improvements).

Southern Wisconsin Appraisal
a/k/a GA Bock & Associates, Inc.
1055 Prairie Drive Ste C
Racine WI 53406-3971
Phone: 262.886.2450
Fax: 262.886.6145

April 3, 2013

Mike Lemens, P.E.
City of Kenosha
625 52nd Street
Kenosha, WI 53140

Re: *Abbreviated Standard - Narrative Appraisal Report*
Parcel No. 59, (Aurora Healthcare Southern Lakes Inc)
Project I. D. 11-1025 (127th Avenue)

Dear Mr. Lemens:

In accordance with your request, this firm appraised the real estate located in the City of Kenosha, Kenosha County, Wisconsin, identified above. The appraisal is intended to assist you (City of Kenosha) with negotiations regarding the acquisition of rights in real estate that are required for the completion of the planned roadway improvement project. In keeping with your instructions, the appraisal was made in compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 and follows the minimal guidelines set by Uniform Appraisal Standards for Federal Land Acquisitions.

A careful inspection of the subject property was made on several occasions during the past several weeks. The final viewing was made on March 21, 2013, without the owner. The attached abbreviated standard appraisal report contains the appraiser's estimate of compensation due the owner as well as a summary of the major factors considered when developing this estimate. Please note the limiting conditions and special assumptions under which this value estimate is made. They are found within the report.

Based on my analysis, it is my professional opinion that the amount of compensation due the owner of the subject property as of March 21, 2013 is:

Three Thousand Three Hundred Dollars
\$3,300

Should you require additional information or have any questions, please call.

Sincerely,



Gene A. Bock, SRA, ASA, CRA
Senior Appraiser, Southern Wisconsin Appraisal
Wisconsin Certified General Appraiser No. 311-010
Illinois Certified General Appraiser No. 553.002116

Enc

SUMMARY OF SALIENT FACTS & CONCLUSIONS

General Information

Property Owner: Aurora Healthcare Southern Lakes Inc
Property Address: 12225 71st St
City of Kenosha, Kenosha Co., WI
Owner’s Address: 3000 West Montana Ave (262-948-4870)
Milwaukee, WI 53215
Site Size: 1.4167-acre (net acres)
Existing Right of Way: None present
Present Use: A 1.4167 acre commercial site improved with medical facility
Zoning: B-2: Community Business District
Highest & Best Use – Before: Commercial Use
Highest & Best Use – After: Commercial Use
Start of Project Construction: May 1, 2013
Est. Construction Completion: November 30, 2013
Term of Construction (Approx.): 7-months (May 2013 to November 2013)
Term of Proposed TLE: 8-months (March 2013 to November 2013)

Area & Interests To Be Acquired

Parcel Number of Subject: Parcel 59
Right of Way Plat & Page: Plat No. 11-1025, Page 4.04
Fee Acquisition: None to be acquired
Temporary Limited Easement: 0.0567-acre (8-month term)
Permanent Limited Easement: 0.0069-acre to be acquired
Access Rights: None to be acquired
Existing Right of Way (R/W): None present
Improvements to be acquired: None to be acquired

Conclusions

Date of Value: March 21, 2013
Before Value: \$2,200,000
After Value: \$2,198,100
Loss in Value: \$1,900
Plus: Value TLE: \$1,371
Total Compensation (Damages): **\$3,300 (Rounded)**

* Note *: The reported value does not include any personal property, any business value, or loss in business. It does not include any items located within the existing street right of way. The value reported is based on clear title of the real property (land and improvements).

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Southern Wisconsin Appraisal
a/k/a GA Bock & Associates, Inc.
1055 Prairie Drive Ste C
Racine WI 53406-3971
Phone: 262.886.2450
Fax: 262.886.6145



April 3, 2013

Mike Lemens, P.E.
City of Kenosha
625 52nd Street
Kenosha, WI 53140

Re: *Abbreviated Standard - Narrative Appraisal Report*
Parcel No. 60, (Wisconsin Hospitality LLC)
Project I. D. 11-1025 (128th Avenue)

Dear Mr. Lemens:

In accordance with your request, this firm appraised the real estate located in the City of Kenosha, Kenosha County, Wisconsin, identified above. The appraisal is intended to assist you (City of Kenosha) with negotiations regarding the acquisition of rights in real estate that are required for the completion of the planned roadway improvement project. In keeping with your instructions, the appraisal was made in compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 and follows the minimal guidelines set by Uniform Appraisal Standards for Federal Land Acquisitions.

A careful inspection of the subject property was made on several occasions during the past several weeks. The final viewing was made on March 21, 2013, without the owner. The attached abbreviated standard appraisal report contains the appraiser's estimate of compensation due the owner as well as a summary of the major factors considered when developing this estimate. Please note the limiting conditions and special assumptions under which this value estimate is made. They are found within the report.

Based on my analysis, it is my professional opinion that the amount of compensation due the owner of the subject property as of March 21, 2013 is:

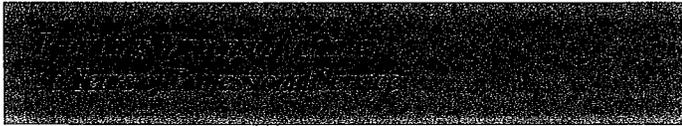
Five Thousand One Hundred Dollars
\$5,100

Should you require additional information or have any questions, please call.

Sincerely,

Gene A. Bock, SRA, ASA, CRA
Senior Appraiser, Southern Wisconsin Appraisal
Wisconsin Certified General Appraiser No. 311-010
Illinois Certified General Appraiser No. 553.002116

Enc



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SUMMARY OF SALIENT FACTS & CONCLUSIONS

General Information

Property Owner: Wisconsin Hospitality LLC
Property Address: 7206 122nd Ave
City of Kenosha, Kenosha Co., WI
Owner’s Address: 4910 N Teutonia Ave
Milwaukee, WI 53209
Contact: Satnam Singh Khera
Site Size: 1.5581-acre (net acres)
Existing Right of Way: None present
Present Use: 1.5581 acre site with Comfort Suite Hotel
Zoning: B-2: Community Business District
Highest & Best Use – Before: Commercial Use
Highest & Best Use – After: Commercial Use
Start of Project Construction: May 1, 2013
Est. Construction Completion: November 30, 2013
Term of Construction (Approx.): 7-months (May 2013 to November 2013)

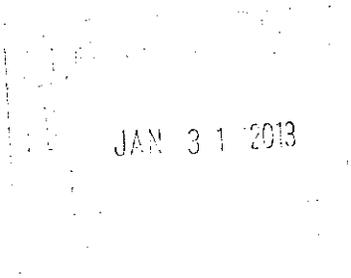
Area & Interests To Be Acquired

Parcel Number of Subject: Parcel 60
Right of Way Plat & Page: Plat 11-1025, Page 4.04
Fee Acquisition: None to be acquired
Temporary Limited Easement: 0.0459-acre (8-month term)
Permanent Limited Easement: 0.0041-acre to be acquired
Access Rights: None to be acquired
Existing Right of Way (R/W): None present
Improvements to be acquired: 1-pine tree, 2-crab apple trees, several evergreen shrubs and several spirea shrubs

Conclusions

Date of Value: March 21, 2013
Before Value: \$2,533,100
After Value: \$2,529,050
Loss in Value: \$4,050
Plus: Value TLE: \$1,023
Total Compensation (Damages): **\$5,100(Rounded)**

* Note *: The reported value does not include any personal property, any business value, or loss in business. It does not include any items located within the existing street right of way. The value reported is based on clear title of the real property (land and improvements).



January 28, 2013

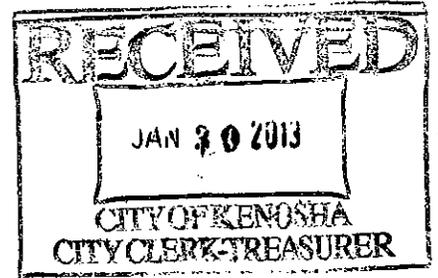
JAN 31 2013

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Deb Salas, Clerk
City of Kenosha
625 52nd Street, Room 105
Kenosha, Wisconsin 53140



Dear Clerk:

Re: Tax Parcel No. 03-122-03-365-001

Now comes Claimant, Target Corporation¹, owner of parcel 03-122-03-365-001 (the "Property") in Kenosha, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Kenosha (the "City"), pursuant to Wis. Stat. §74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2012, plus statutory interest, with respect to the Property.

2. Claimant is the owner on the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 625 52nd Street, Room 105 in the City.

¹ The owner of the Property is identified on the tax bill by its former name, Dayton Hudson Corporation. However, there has been a name change, and the correct name of the owner of the Property is Target Corporation.

4. The Property is located at 7450 Green Bay Road within the City, and is identified in the City records as Tax Parcel No.: 03-122-03-365-001.
5. For 2012, property in the City was assessed at 95.02% of its fair market value as of January 1, 2012.
6. For 2012, property tax was imposed on property in the City at the rate of \$29.12 per \$1,000 for of the assessed value for Property.
7. For 2012, the City's assessor set the assessment of the Property at \$4,293,000.
8. Claimant appealed the 2012 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).
9. The City's Board of Review heard the Claimant's objection and sustained the assessment on the merits at \$4,293,000.
10. Based on the assessment, the assessment ratio and tax rate described in paragraphs 5, 6 and 7, the City imposed tax on the Property in the amount of \$124,954.
11. Claimant is timely paying the property taxes imposed by the City on the Property for 2012, or the required installment thereof.
12. The fair market value of the Property as of January 1, 2012 was no higher than \$2,000,000.
13. Based on the assessment ratio of 95.02%, the correct assessment of the Property for 2012 is no higher than \$1,900,400.
14. Based on the tax rate of \$29.12 per \$1,000 of assessed value, the correct amount of property tax on the Property for 2012 should be no higher than \$55,340.
15. The 2012 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2012 was excessive in at least the amount of \$69,614.
16. Claimant is entitled to a refund of 2012 tax in the amount of \$69,614, or such greater amount as may be determined to be due to Claimant, plus statutory interest.
17. The amount of this claim is \$69,614, plus interest thereon.

Deb Salas, Clerk
January 28, 2013
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Dated at Madison, Wisconsin, this 29th day of January, 2013.

Sincerely yours,

A handwritten signature in black ink, appearing to be 'DM' with a stylized flourish.

Don M. Millis
Agent for Claimant

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