

**AGENDA**  
**FINANCE COMMITTEE MEETING**  
**Kenosha Municipal Building - Room 204**  
**Monday, June 3, 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 May 20, 2013. [Pages 1-2](#)
2. Award of Contract for Official City Newspaper to the Labor Paper for the Period of June 1, 2013 through May 31, 2014. [Pages 3-13](#)
3. Proposed Ordinance By Aldersperson Patrick Juliana, Co-sponsor: Aldersperson Scott N. Gordon - To Repeal and Recreate Subparagraph 1.03 D. 5. a., and to Renumber, Amend, Create, or Repeal and Recreate Various Paragraphs of 1.03 E., Relating to Sponsorship and to Procedures to be Utilized for Consideration of New Ordinances and Resolutions. (PSW – Ayes 4, Noes 0; LP – Ayes 4, Noes 0; PW – approve as amended - Ayes 6, Noes 0) (Deferred from the meeting of 05/20/13) [Pages 14-19](#)
4. Land use agreement between the City of Kenosha and Walkin' In My Shoes, Inc., d/b/a Seed To Harvest Community Garden for the purpose of temporarily allowing the use of City owned land to create a community garden. (Also referred to Public Works Committee) [Pages 20-30](#)
5. Proposed Resolution - To Amend the 2011, 2012 and 2013 Adopted Consolidated Plans - Annual Plans Regarding the HOME Program Description. (HOME - ayes 5, noes 0) [Pages 31-59](#)
6. 2013 HOME Investment Partnerships Program Contract between the City of Kenosha and Kenosha Housing Authority. (HOME – ayes 4, noes 0) [Pages 60-118](#)
7. First Amendment To Agreement by and between the City of Kenosha, Wisconsin and Michelle Volkmar and Realtors of Kenosha, LLC, d/b/a RE/MAX Elite. [Pages 119-129](#)
8. Proposed Resolution - To Rescind a Special Charge in the Amount of \$190.00 and a Special Charge in the Amount of \$280.00 for Property Maintenance Reinspection Fees for Violations Not Corrected at 5715-13th Avenue (Parcel #12-223-31-455-011) (Amends Resolution #13-13) (District 2) (Deferred from the meeting of 05/20/13) [Pages 130-136](#)
9. Request from Thomas Saniat to Refund a Property Maintenance Reinspection Fee in the Amount of \$72.00 for Violations Not Corrected at 5715 13th Avenue (Parcel #12-223-31-455-011) (District 2) (Deferred from the meeting of 05/20/13) [Pages 137-141](#)
10. Request from John Chiappetta to Rescind Property Maintenance Reinspection Fees in the Total Amount of \$342.00 for Violations Not Corrected at 2915 63rd Street (Parcel #01-122-01-154-003) (District 3) (Deferred from the meeting of 05/20/13) [Pages 142-151](#)
11. Disbursement Record #9 - \$16,505,687.98. [Pages 152-195](#)

**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, May 20, 2013\***

A meeting of the Finance Committee held on Monday, May 20, 2013 in Room 204 at the Kenosha Municipal Building was called to order at 5:32 pm by Acting Chairman Ohnstad.

At roll call, the following members were present: Alderpersons Bogdala, LaMacchia and Wilson. Chairman Prozanski and Alderperson Rosenberg were excused.

**Acting Chairman Ohnstad requested that Items #4 and #11 be taken first. (See items for action taken).**

1. Approval of the minutes of the meeting held May 6, 2013. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
2. Proposed Ordinance By Alderperson Patrick Juliana, Co-sponsor: Alderperson Scott N. Gordon - To Repeal and Recreate Subparagraph 1.03 D. 5. a., and to Renumber, Amend, Create, or Repeal and Recreate Various Paragraphs of 1.03 E., Relating to Sponsorship and to Procedures to be Utilized for Consideration of New Ordinances and Resolutions. PUBLIC HEARING: No one spoke. **It was moved by Alderperson LaMacchia to approve. It was then moved by Alderperson Bogdala, seconded by Alderperson LaMacchia, to defer for two weeks, to give the Committee an opportunity to ask questions of the sponsors, who were not present. Motion carried unanimously.**
3. Proposed Resolution To Levy Special Charges Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:
  - a. Boarding and Securing - \$2,740.38
  - b. Property Maintenance Reinspection Fees - \$6,170.00
  - c. Unpaid Permit Fees - \$760.00 PUBLIC HEARING: No one spoke. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
4. Resolution By the Finance Committee - To Rescind a Special Charge in the Amount of \$190.00 and a Special Charge in the Amount of \$280.00 for Property Maintenance Reinspection Fees for Violations Not Corrected at 5715 13th Avenue (Parcel #12-223-31-455-011). PUBLIC HEARING: Jeff Labahn, Director of Community Development and Inspections, and Thomas Saniat, 5715-13<sup>th</sup> Avenue, property owner, requested deferral to the next meeting. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to defer to the next meeting. Motion carried unanimously.**

**At 5:36 pm, Alderperson Wilson briefly left the meeting and there was no quorum. At 5:37 pm, Alderperson Wilson returned.**

5. Proposed Resolution By Alderperson Patrick Juliana, Co-Sponsors: Alderperson Scott N. Gordon, Alderperson Curt Wilson To Establish a Definitive Procedure for Outside Requests To City Employees. PUBLIC HEARING: Patrick Juliana, 7<sup>th</sup> District Alderperson, was present. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried (ayes 3, noes 1) with Alderperson Bogdala voting nay.**
6. Resolution By Alderperson Patrick Juliana - To Establish Governmental Responsibility for Runoff Management Grants for Outfall Inventory Assessments. PUBLIC HEARING: Shelley Billingsley, Deputy Director of Public Works, and Patrick Juliana, 7<sup>th</sup> District Alderperson, spoke. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
7. Proposed Resolution By the Mayor Authorizing the Director of Public Works to Apply for Financial Assistance for the Development of Recreational Boating Facilities. PUBLIC HEARING: Shelley Billingsley, Deputy Director of Public Works, spoke. Acting Chairman Ohnstad passed the gavel and requested a report from Public Works with information about pursuing grants for dredging, for a future meeting. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**

8. Proposed Resolution By the Mayor To Modify the Table of Organization for the Department of Public Works and to Subsequently Modify the Compensation Plan for Non-Represented Managerial, Supervisory and Professional Employees. PUBLIC HEARING: Steve Stanczak, Director of Human Resources, and Shelley Billingsley, Deputy Director of Public Works, spoke. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
9. Application by Lakeside Players, Inc. for a Waiver of the Theater License Renewal Fee of \$500.00 (per Ordinance 12.04 B.1.c.) for the period of 2013-2014. PUBLIC HEARING: Mark Greco, 610-42<sup>nd</sup> Street, Treasurer, spoke. Chris Schwartz, 2<sup>nd</sup> District Alderperson, recommended approval. Alderperson Bogdala requested a report from Steve Stanczak, Director of Human Resources, about previous license term refunds by the next meeting. Acting Chairman Ohnstad passed the gavel and requested a report from Mr. Stanczak regarding requirements for lists of the Board of Directors for non-profits by the next meeting. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
10. KABA 2013 1st Quarter RLF Report. PUBLIC HEARING: Richard Rodenbeck, KABA's Chief Financial Officer, spoke. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to receive and file. Motion carried unanimously.**
11. Request from Thomas Saniat to Refund a Property Maintenance Reinspection Fee in the Amount of \$72.00 for Violations Not Corrected at 5715 13th Avenue (Parcel #12-223-31-455-011). Jeff Labahn, Director of Community Development & Inspections, and Thomas Saniat, 5715-13<sup>th</sup> Avenue, property owner, requested deferral to the next meeting. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to defer to the next meeting. Motion carried unanimously.**
12. Request from Heidi Jensen to Rescind or Modify Board-up Fees in the Amount of \$355.30 for the Property at 2300 56th Street (Parcel #09-222-36-477-011). PUBLIC HEARING: Heidi Jensen, 5464-77<sup>th</sup> Street, property owner, spoke and presented a photograph of the board-up. Peter Bindelli, Bindelli Brothers Construction Inc., contractor, and Jeff Labahn, Director of Community Development & Inspections, spoke. Police Chief John Morrissey spoke against rescinding the fees. **It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia, to deny. Motion carried unanimously.**
13. Request from John Chiappetta to Rescind Property Maintenance Reinspection Fees in the Total Amount of \$342.00 for Violations Not Corrected at 2915 63rd Street (Parcel #01-122-01-154-003). PUBLIC HEARING: Jeff Labahn, Director of Community Development & Inspections, said Mr. Chiappetta was unable to attend this meeting and requested a deferral to the next meeting. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to defer to the next meeting. Motion carried unanimously.**
14. Disbursement Record #8 - \$5,354,301.72. PUBLIC HEARING: No one spoke. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**

**There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 6:22 pm.**

\*NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Monday, June 3, 2013.



# Memorandum

## City Clerk-Treasurer

To:	Finance Committee & Common Council
C:	Mayor Keith Bosman, Frank Pacetti-City Administrator, Carol Stancato-Finance Director, Todd Giese-Supervisor-Finance & Purchasing-Water Utility
From:	Debra L. Salas, City Clerk/Treasurer
Date:	May 31, 2013
Subject:	Bids for Official City Newspaper 6/1/2013 through May 31, 2014

The bids for City legal notices were opened on May 7, 2013 at 12:00 Noon in the City Clerk's office.

The following bid was received:

	1 <sup>st</sup> Insertion	2 <sup>nd</sup> Insertion	Total	Book Page
Labor Paper	\$0.22	\$0.08	\$0.30	\$43.00
Kenosha News			No bid	

As required by Section 985.06, Wisconsin Statutes (attached), since the Labor Paper was the only bidder, they had the lowest effective bid. It is recommended that the Labor Paper be awarded the contract for the Official City Newspaper, and authorize the City Clerk-Treasurer to execute the agreement.

Please do not hesitate to contact me with any questions you may have.

From the desk of...

Debra L. Salas  
City Clerk-Treasurer  
City of Kenosha  
625-52<sup>nd</sup> Street  
Kenosha, Wisconsin 53140

262-653-4020  
[dsalas@kenosha.org](mailto:dsalas@kenosha.org)

## CHAPTER 985

## PUBLICATION OF LEGAL NOTICES; PUBLIC NEWSPAPERS; FEES

985.01	Definitions.	985.08	Fees for publishing.
985.02	Method of notification.	985.09	Computation of time, Sundays, legal holidays.
985.03	Qualifications of newspapers.	985.10	Publication on Sunday.
985.04	Official state newspaper.	985.11	Fees and work on Sunday.
985.05	Official municipal newspaper.	985.12	Proof of publication.
985.06	Official city newspaper.	985.13	Change of name or discontinuance of paper.
985.065	Publication and printing; counties with population of 250,000 or more.	985.14	Refusal to publish.
985.07	Classes and frequency of legal notices.	985.15	Forfeiture for refusal to publish.

**985.01 Definitions.** As used in this chapter, unless the context requires otherwise:

(1g) “Governing body” has the meaning given in s. 345.05 (1) (b) and includes a long-term care district board under s. 46.2895.

(1m) “Insertion,” when used to indicate the publication of a legal notice more than one time, means once each week for consecutive weeks, the last of which shall be at least one week before the act or event, unless otherwise specified by law.

(2) “Legal notice” means every notice required by law or by order of a court to be published in a newspaper or other publication, except notices required by private and local laws to be published in newspapers, and includes all of the following:

(a) Every publication of laws, ordinances, resolutions, financial statements, budgets and proceedings intended to give notice in an area.

(b) Every notice and certificate of election, facsimile ballot, referenda, notice of public hearing before a governmental body, and notice of meetings of private and public bodies required by law.

(c) Every summons, order, citation, notice of sale or other notice that is intended to inform a person that the person may or shall do an act or exercise a right within a designated period or upon or by a designated date.

(3) “Municipality” has the meaning in s. 345.05 (1) (c) and includes a long-term care district under s. 46.2895.

(4) “Proceedings”, when published in newspapers, mean the substance of every official action taken by a local governing body at any meeting, regular or special.

(5) A newspaper is “published” at the place from which its mailing permit is issued, except that if the place where the newspaper has its major concentration of circulation has no primary post office, then at the place it shall designate as its place of publication in the affidavit required by s. 985.03 (2), but no newspaper shall have more than one place of publication during the same period of time.

(6) “Substance” is an intelligible abstract or synopsis of the essential elements of the official action taken by a local governing body, including the subject matter of a motion, the persons making and seconding the motion and the roll call vote on the motion, except that ordinances and resolutions published as required by law need not be republished in proceedings, but a reference to their subject matter shall be sufficient.

(7) “Wisconsin newspapers legal notices Web site” means an Internet Web site maintained by Wisconsin newspapers for the purpose of providing and maintaining an electronic version of printed and published legal notices.

**History:** 1981 c. 372; 1983 a. 189 ss. 327, 328, 329 (31); 1993 a. 486; 1999 a. 9, 85; 2007 a. 20; 2009 a. 276; 2011 a. 228.

**985.02 Method of notification.** (1) Except as otherwise provided by law, a legal notice shall be published in a newspaper likely to give notice in the area or to the person affected. When-

ever the law requires publication in a newspaper published in a designated municipality or area and no newspaper is published therein publication shall be made in a newspaper likely to give notice.

(2) If the governing body of a municipality elects to post under s. 985.05 (1) it shall post in the following manner:

(a) The notice must be posted in at least 3 public places likely to give notice to persons affected.

(b) The notice posted before the act or event requiring notice shall be posted no later than the time specified for the first newspaper publication.

(c) The notice posted after the act or event requiring notice shall be posted within one week after the act or event. Actions of governing bodies posted after the act or event shall be effective upon posting.

(d) The affidavit of the officer or person posting the legal notice containing the time, place and manner of the posting is presumptive evidence of the facts stated therein.

(3) The newspaper that publishes a legal notice shall, in addition to newspaper publication, place an electronic copy of the legal notice at no additional charge on the Wisconsin newspapers legal notice Web site.

**History:** 2007 a. 20; 2011 a. 228.

A county with a population of less than 250,000 is not required to designate an official newspaper. A county is not required to seek bids for the publication of legal notices. Even if a county does not competitively bid the publication of its own proceedings as provided in sub. (3), it may print its own proceedings or post them on its web site. A county may not, in lieu of publication in a printed newspaper or posting on a physical bulletin board, post its legal notices on its official web site. OAG 2–08.

**985.03 Qualifications of newspapers.** (1) (a) No publisher of any newspaper in this state shall be awarded or be entitled to any compensation or fee for the publishing of any legal notice unless, for at least 2 of the 5 years immediately before the date of the notice publication, the newspaper has been published regularly and continuously in the city, village or town where published, and has had a bona fide paid circulation:

1. That has constituted 50% or more of its circulation; and,
2. That has had actual subscribers at each publication of not less than 1,000 copies in 1st and 2nd class cities, or 300 copies if in 3rd and 4th class cities, villages or towns.

(b) Suspension of publication resulting from the mobilization of troops being called to active duty with the armed forces, strike, lockout or damage, or destruction due to war, fire or act of God, shall not count as an interval in publication.

(bm) A period of disqualification not to exceed 2 years due only to the place of publication shall not count as an interval in publication.

(c) A newspaper, under this chapter, is a publication that is published at regular intervals and at least once a week, containing reports of happenings of recent occurrence of a varied character, such as political, social, moral and religious subjects, designed to inform the general reader. The definition includes a daily newspaper published in a county having a population of 500,000 or more,

devoted principally to business news and publishing of records, which has been designated by the courts of record of the county for publication of legal notices for a period of 6 months or more.

(2) Any person charged with the duty of causing legal notices to be published, and who causes any legal notice, to be published in any newspaper not eligible to so publish under the requirements of sub. (1), or who fails to cause such legal notice to be published in any newspaper eligible under this section, may be fined not to exceed \$100 for each offense. Each day in which a legal notice should have been but was not published as required by law shall constitute a separate offense hereunder. A newspaper in order to be eligible under this section shall also file a certificate with the county clerk stating that it qualifies under this section and stating its place of publication.

**History:** 1975 c. 341; 1989 a. 31; 2011 a. 228.

This section does not violate equal protection. The term "paid circulation," as a requirement under sub. (1) (a), is discussed. *Community Newspapers v. West Allis*, 156 Wis. 2d 350, 456 N.W.2d 646 (Ct. App. 1990).

A municipality may not expend funds to publish legal notice in a "shopper" that does not meet the qualifications in s. 985.03 (1) (a). 71 Atty. Gen. 177.

**985.04 Official state newspaper.** The joint committee on legislative organization shall recommend to the legislature to designate some newspaper published in Wisconsin to be the official state newspaper, which shall publish all legal notices required to be published therein. Any such publication from any of the state agencies shall be deemed official. The joint committee may invite bids from all newspapers which meet the requirements of s. 985.03, but if it does so, it is not required to recommend the lowest bidder as the official state newspaper. The joint committee shall introduce its recommendation in the legislature in the form of a joint resolution. No designation takes effect until the joint resolution is adopted. A newspaper which is designated the official state newspaper shall continue as such until the legislature designates another newspaper to be the official state newspaper.

**History:** 1977 c. 29; 1979 c. 34; 1981 c. 372 ss. 12, 13.

Article VII, sec. 21 [Art. IV, s. 17] requires full text publication of all general laws, and publication of an abstract or synopsis of such laws would not be sufficient. Methods other than newspaper publication, under s. 985.04, may be utilized to give public notice of our general laws. 63 Atty. Gen. 346. See also s. 14.38 (10).

**985.05 Official municipal newspapers.** (1) The governing body of every municipality not required to have an official newspaper may designate a newspaper published or having general circulation in the municipality and eligible under s. 985.03 as its official newspaper or utilize the same for specific notices. The governing body of such municipality may, in lieu of newspaper publication, direct other form of publication or posting under s. 985.02 (2). Other publication or posting, however, shall not be substituted for newspaper publication in proceedings relating to: tax redemptions or sales of land acquired by the county or city authorized to act under s. 74.87 for delinquent taxes, charges or assessments; civil annexations, detachments, consolidations or incorporations under chs. 59 to 66; or legal notices directed to specific individuals. Posting may not be substituted for publication in school board elections conducted under s. 120.06 or publication under s. 60.80 (2) of town ordinances imposing forfeitures. If an eligible newspaper is published in the municipality, other publication or posting shall not be substituted for newspaper publication under s. 61.32 or 61.50.

(2) When any municipality has designated an official newspaper, all legal notices published in a newspaper by such municipality shall be published in such newspaper unless otherwise specifically required by law.

(3) In lieu of the requirements of this chapter, a school board may publish or publicize under s. 120.11 (4).

**History:** 1975 c. 138; 1983 a. 532; 1985 a. 225; 1987 a. 378.

A county board may not designate more than one newspaper having a general circulation in the county as its official newspaper. However, the county board may direct that a particular legal notice also appear in one or more other county newspapers. 60 Atty. Gen. 95.

A county with a population of less than 250,000 is not required to designate an official newspaper. A county is not required to seek bids for the publication of legal notices. Even if a county does not competitively bid the publication of its own proceedings as provided in sub. (3), it may print its own proceedings or post them on its

web site. A county may not, in lieu of publication in a printed newspaper or posting on a physical bulletin board, post its legal notices on its official web site. OAG 2-08.

**985.06 Official city newspaper.** (1) In 2nd and 3rd class cities, the clerk shall, on or before the 2nd Tuesday of April, advertise in the official city newspaper, or if there is none, in a newspaper published in the city and eligible under s. 985.03, for separate proposals to publish in English the council proceedings and the city's legal notices, respectively, for the ensuing year, inviting bids from all daily and weekly newspapers published in such city which are eligible under s. 985.03, also stating the security required with each bid, which shall be previously fixed by the council, and requiring delivery of the bids in writing, sealed, at the clerk's office by 12 noon of the first Tuesday of May. At that hour, the clerk shall, in the presence of the mayor or an alderperson, open the bids and enter them in a record kept for that purpose. No bid from other than a newspaper legally invited to bid, or for more than the legal rate for like work, shall be of any effect. The paper making the lowest effective bid for the city's legal notices shall be awarded the contract therefor. If 2 or more effective bids are for the same price, and no lower effective bid is filed, the clerk shall transmit such tie bids to the council at its next meeting and the council shall designate the successful bid. If no effective bid is received, the council may direct the clerk to readvertise as before. Each successful bidder shall execute a contract in accordance with the bid and file such bond for its performance as the council requires. No such paper shall receive more or less than the contract price nor any other compensation for the work. The paper securing the contract for the publishing of the city's legal notices shall be the official city newspaper.

(2) In cities of the fourth class, the council, at its first meeting or as soon as may be, shall designate one or more newspapers eligible under s. 985.03 and published in the city, if any, otherwise published in the county and having a general circulation in the city, for publication of the council proceedings and as the official city newspaper for the publication of the city's legal notices for the ensuing year. The council shall fix the price at not to exceed the legal rate for like work.

(3) The publisher, before the claim for the publication is audited, shall file with the clerk proof of publication by affidavit of the printer or foreman, attached to a copy of the matter published, stating the date or dates of publication. Such affidavit shall be conclusive evidence of publication for the purpose of audit.

(4) If for any reason any city is at any time without an official city newspaper, matters required to be published shall be published in a newspaper eligible under s. 985.03, designated by the council, at not more than the legal rate for like work.

**History:** 1993 a. 184, 491.

**985.065 Publication and printing; counties with population of 250,000 or more.** (2) (a) In counties having a population of 250,000 or more, the county board of supervisors, at its annual meeting shall direct the county clerk to invite proposals from the English newspapers published daily in said county, for the publication and printing of the proceedings of said board, and all other notices or advertisements as shall be authorized or required to be published or printed by the said board and all officers, boards and departments of said county, during the next ensuing year, which publications and advertising may be divided and classified if the said board shall so order.

(b) Such proposals shall name a price per standard line, or shall name a price per standard line per thousand of average daily circulation in such county for the period of 6 months next preceding the date of such proposals, as shown by the affidavit of an authorized officer or agent of such proponent, or shall name a price for such advertising space as may be required or ordered by the board at any time during the year for which awards are made, or, at the option of the proponent, shall include any or all of such separate proposals as aforesaid.

(c) The said board may by resolution suspend the publication of proceedings in newspapers and provide for the printing thereof

in pamphlet form until the further action of the board in relation thereto. Separate bids may be called for if so ordered by said board, from printers in the county, for the printing of the proceedings of said county board in pamphlet form in such quantities as shall be determined by said board.

(d) Each bid shall be accompanied by a certificate of the county treasurer that the bidder has deposited with the county treasurer a United States bond, corporate surety bond or certified check in the sum of \$500, or the cash deposit of a like amount, conditioned that said bidder will, if successful, enter into a contract as provided in the resolution of said board or invitation for such bids. The county clerk shall on the date named in said invitation for bids, in the presence of the committee on printing and stationery of said board, open all such proposals and enter upon his or her minutes a record thereof, all of which shall be reported to the board at its next meeting, together with the recommendations of said committee. The said board shall thereupon consider such proposals and by its resolution designate and award such advertising and printing to the lowest bidder or to the lower bidder based upon a rate per thousand of average daily circulation in such county, or said board may award such publication and printing to the lowest bidder and also to the lowest bidder per thousand of average daily circulation as aforesaid, or said board may award any division or classification of such publication and printing made under the provisions hereof, to the lowest bidder and award the remaining division or divisions, or classification, to the lowest bidder per thousand of circulation aforesaid. If the board elects to print its proceedings in pamphlet form only, the invitation for bids and the award may be made to the lowest responsible bidder, at a rate per standard line, or per page, or such other basis as the board determines.

(e) Upon the award of the contract, or contracts, the deposits of unsuccessful bidders, and upon execution of proper contracts by successful bidders, the deposits shall severally be returned. The contract, or contracts, shall be accompanied by a good and sufficient bond in such amount as shall be fixed by said board conditional for the faithful performance of such contract.

(f) The said board of supervisors may, in lieu of the foregoing provisions, provide by ordinance, a method of printing and publication of its proceedings and notices, and the method of obtaining bids and contracts therefor.

(g) In any case where it shall be deemed advisable, the county board may provide for further or additional publication of notices in appropriate trade mediums.

(h) The rates provided by s. 985.08 for legal notices shall not apply to printing or publications hereunder.

History: 1983 a. 192; 1993 a. 486.

**985.07 Classes and frequency of legal notices.** There shall be 3 classes of legal notices under this chapter. The designated number of insertions is the minimum required by law, and the frequency may be increased at the discretion of the requisitioning agency.

(1) **CLASS 1 NOTICES.** All notices designated as class 1 notices require one insertion.

(2) **CLASS 2 NOTICES.** All notices designated as class 2 notices require 2 insertions.

(3) **CLASS 3 NOTICES.** (a) All notices designated as class 3 notices require 3 insertions.

(b) Any legal notice not otherwise designated shall be a class 3 notice unless the time permitted by law necessitates a class 2 or class 1 notice, except that any notice required by law on January 2, 1966, which is not otherwise designated, shall be a class 1 notice.

(4) The classification provided herein does not apply to notices of public election or referenda or to notices governed by s. 815.31 but such notices shall be governed by the specific statutes relating thereto.

History: Sup. Ct. Order, 67 Wis. 2d 585, 784 (1975).

**985.08 Fees for publishing.** (1) The fee for publishing a legal notice shall be not more than the rate issued by the department of administration for the first and subsequent insertions per standard line. The charge for the publication of a facsimile ballot shall be computed as if the area occupied by the ballot were set in standard lines. If a legal notice contains tabulated matter, then the fees allowable for the area containing such matter shall be increased 50% of the standard line base rate without adjustment for circulation premium. Composed matter shall be interpreted as being tabular when it contains 2 or more justifications per line. The standard line rate shall be reviewed annually, the adjustment, if any, to be effective on January 1 of each year to reflect the relevant change in costs of the newspaper publishing industry during the previous year, as determined by the department of administration in consultation with representatives of the daily and weekly newspaper industry of the state. In making the determination the department shall base the standard line rate upon the factors of wage and independent indices of newsprint costs in the proportions determined by the department to be proper. No additional fee may be charged for placing a legal notice on the Wisconsin newspapers legal notice Web site pursuant to s. 985.02 (3).

(2) (a) All legal notices shall be in Arial type face. A standard line shall be 6-point Arial on a 6-point leading without spacing between the lines, and 11 picas in length. One inch equals 6 postscript pica and 72 postscript points. Nonstandard line lengths shall be allowed with adjustments in fees according to variations in line length. When the person or agency that places the notice elects not to use 6-point Arial, a larger Arial up to 12 point may be used; in which case adjustment shall be made in line rate, proportionately decreasing for sizes of type over 6-point to produce the same net average compensation per column area. Such adjustments shall be evaluated by the department of administration which shall certify the same to any newspaper, public official or other interested party upon request, and such certification shall be presumptive evidence of the correct adjustments.

(b) When electronic copy for the entire notice or substantial areas thereof is provided, eliminating typesetting, enlargements or reductions, or other changes by the newspaper, the maximum rate is the same as the maximum rate established under sub. (1) for subsequent insertions.

(3) The publisher may increase rates allowed by this section up to 15 per cent for each 4,000 of circulation or fraction thereof above 8,000 of circulation, based on previous year-end circulation figures, but not to exceed an additional increase of 75 percent.

(4) In all counties having a population of 500,000 or more, the fees for the publication of a legal notice may be equal to, but not in excess of, the regular publishing rate actually required of private advertisers for similar advertising matter.

(5) Except as otherwise provided in this section, no fee shall be paid and no public funds shall be used for subsidizing any privately owned newspaper for payment for any legal notice, which newspaper has not previously qualified as a public newspaper as defined in s. 985.03.

(6) In addition to required legal notice, the requisitioning agency may also publish such notice in other media such as trade journals and newspapers published in this state devoted substantially to the publication of official notices to bidders, but such additional notice shall not be construed as a legal notice.

(7) Fees established herein are applicable to legal notices and are not intended to restrict the use of classified and display advertising which is not required by statute to be published or legal notices which the requisitioning agency orders to be published in a classified or display manner. The discretion of utilizing the display method of publishing official materials shall be vested solely in the public authority ordering such publication and the rate charged for publication in this instance shall not exceed the regular commercial display advertising rate of the publisher.

(8) Upon request, a tear sheet proof of a multiple insertion notice shall be mailed to the advertiser or the advertiser's attorney within 72 hours after the first insertion, and an additional charge of \$1 for such tear sheet proof may be made.

History: 1977 c. 418; 1979 c. 34; 1987 a. 142; 1993 a. 486; 2009 a. 177; 2011 a. 228.

#### 985.09 Computation of time, Sundays, legal holidays.

(1) The time for publication of legal notices shall be computed so as to exclude the first day of publication and include the day on which the act or event, of which notice is given, is to happen or which completes the full period required for publication.

(2) The time within which an act is to be done or proceeding had or taken, as prescribed by the rules of procedure, shall be computed by excluding the first day and including the last; if the last day be Sunday or a legal holiday the party shall have the next secular day in which to do the act or take such proceeding.

Cross-references: See s. 801.15 for exception as to computation of time. Also see s. 990.001 (4).

**985.10 Publication on Sunday.** Any legal notice may be published in a newspaper printed on Sunday, and such publication is a lawful publication and a full compliance with the order of the court or officer ordering such publication; and any such notice that may, by law or the order of any court, be required to be published for any given number of weeks may be published on any day in each week of such term, and if so published as many weeks and as many times in each week as may be required by such law or order, it shall be a lawful publication thereof.

**985.11 Fees and work on Sunday.** (1) In any action to recover compensation for publication of legal notices, it shall be no defense that such publication was dated, printed or issued on the first day of the week.

(2) In any action to recover compensation for labor performed on any newspaper, dated, published or issued on the first day of the week, it shall be no defense that such labor was performed on the first day of the week.

**985.12 Proof of publication.** (1) **AFFIDAVIT OF PRINTING.** The affidavit of the editor, publisher, printer or proprietor of any newspaper, or of his or her foreman or principal clerk, of the publication of any legal notice, annexed to a copy of the notice clipped from the newspaper, and specifying the date of each insertion, and the paper in which it was published, shall be received in all cases as presumptive evidence of the publication and of the facts stated therein.

(2) **TIME OF FILING.** Such affidavit may be filed with the proper officer at any time after the last day of the publication of such notice, unless the filing time is otherwise specified.

(3) **SAME.** The affidavit of publication of any notice of a sale of real property required by law to be published may be filed, at any time within 6 months after the last day of such publication,

with the register of deeds of the county in which the premises are situated.

(4) **FEE.** The fee for an affidavit of publication shall be \$1.

History: 1993 a. 486.

#### 985.13 Change of name or discontinuance of paper.

(1) Whenever a legal notice is required or ordered to be published in a particular newspaper and the name of such newspaper is changed before such publication is commenced or before it is completed, the publication shall be made or continued in the newspaper under its new name with the same effect as if the name had not been changed. The proof of the publication, in addition to other requirements, shall state the change of name and specify the period of publication in such newspaper under each name.

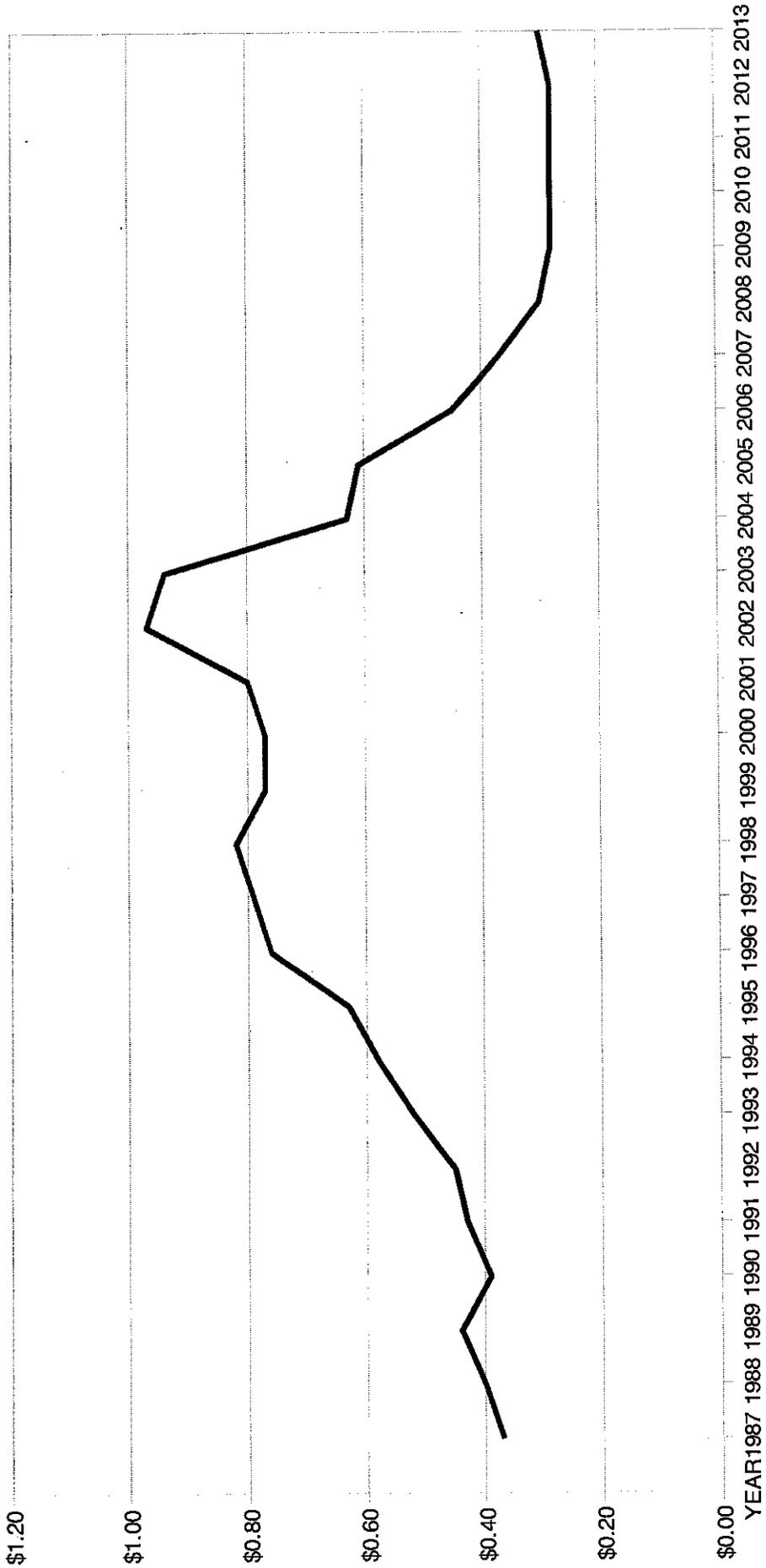
(2) When a newspaper ceases to be published before the publication of a legal notice is commenced, or when commenced ceases before such publication is completed, the order for publication, when one is required in the first instance, may be amended by order of the court or judge, on proof of the fact by affidavit, so as to designate another newspaper, as may be necessary; and if no order is required in the first instance such publication may be made or completed in any other newspaper; and any time during which such notice is published in the first newspaper shall be reckoned a part of the time required for the publication thereof, proof of which may be made by affidavit of any person acquainted with the facts. The second newspaper may be one published in an adjoining county in the cases mentioned in s. 985.14.

**985.14 Refusal to publish.** When there is only one newspaper in a county and the publisher thereof refuses to publish a legal notice, such legal notice may be published in a newspaper printed in an adjoining county; and proof by affidavit of the reason why such publication was made in an adjoining county shall accompany the proof of publication, or the order for publication, when any is necessary, may be made or amended by the court or judge so as to designate a newspaper in an adjoining county, upon affidavit showing the necessity therefor. Whenever a legal notice is required by law to be published in a newspaper in any county having a village or city situated partly in said county and partly in an adjoining county where there is no newspaper printed in such village or city within the county first mentioned, but there is a newspaper published in such village or city within such adjoining county, such notice may be published in such last mentioned newspaper.

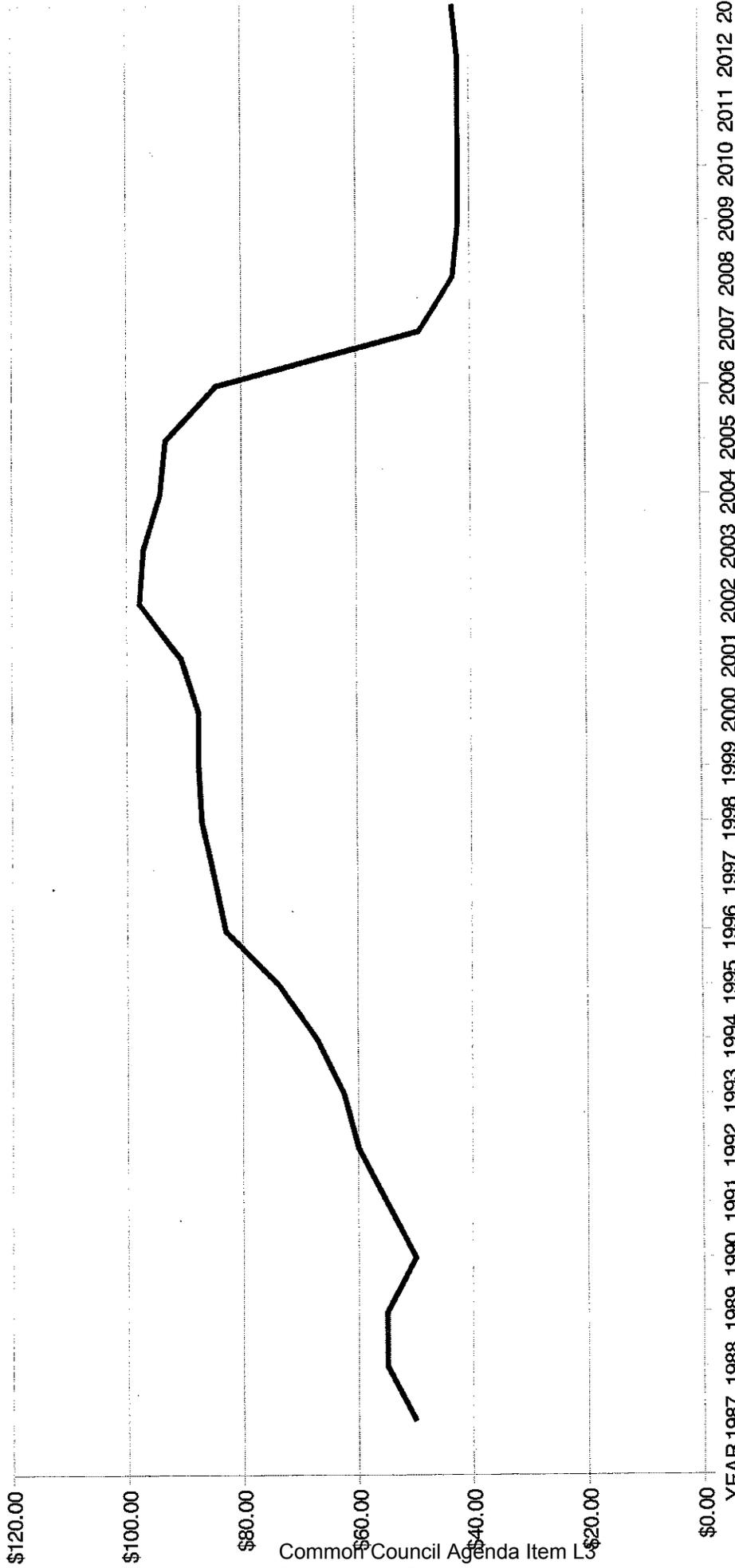
**985.15 Forfeiture for refusal to publish.** If the publisher or printer of a newspaper shall, after payment or tender of the publisher's or printer's legal fees therefor, refuse or willfully neglect to publish any legal notice required in pursuance of law or a lawful order of publication to be published in the publisher's or printer's newspaper, being able to make such publication, the publisher or printer shall forfeit \$25, one-half to the party prosecuting therefor.

History: 1993 a. 486.

# History of Publication Cost Per Line



History of Cost per Council Proceeding Book Page



Common Council Agenda Item L  
Finance Item 2

## AGREEMENT

CITY OF KENOSHA, WISCONSIN, a Municipal Corporation

and

UNION CO-OPERATIVE PUBLISHING COMPANY, a Wisconsin Corporation

THIS AGREEMENT, Made and entered into by and between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as City, and UNION CO-OPERATIVE PUBLISHING COMPANY, a Wisconsin Corporation, hereinafter referred to as Paper.

### WITNESSETH:

WHEREAS, pursuant to the mandates and procedures specified in State law, specifically Chapter 985, Wisconsin Statutes, City has solicited bids for the publishing of the City's legal notices and for the printing of the Council proceedings, in both pamphlet form and in bound volume, and Paper has been determined to have made the lowest effective bid relative thereto; and,

WHEREAS, City and Paper enter into this agreement for the purpose of effectuating the publishing and printing herein specified.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, City and Paper agree as follows:

1. Paper will publish, for the period of June 1, 2013 through May 31, 2014 the legal notices for the City and will print the Council proceedings in both pamphlet form and bound volume, pursuant to Paper's bid thereon, the City's bid notice and specifications to Paper and the Paper's bid being attached hereto and incorporated herein by reference.
2. Paper will publish and print the material herein specified in the exact manner and form as adopted by

the Common Council or directed by the City Clerk, Deputy City Clerk or designee thereof.

3. Paper will receive by email from the Office of the City Clerk all documents and matters to be published or printed and Paper will deliver to the City Clerk by email proofs of all matters to be printed or published, in a timely manner, time being of the essence, so that said proofs may be checked for accuracy and Paper will make all corrections designated by the City Clerk, Deputy City Clerk, or designee, as indicated on said proofs. The Paper is responsible for the correctness and accuracy of all matter published or printed for the City.

4. Paper will print fifty(50) copies of the Council Proceedings, five (5) copies of which, in pamphlet form, will be delivered to the Office of the City Clerk on or before 3:00 p.m. on the Friday preceding each regular Council meeting, it being understood that Paper shall have access to said proceedings at least seven (7) days before the time specified for delivery. Forty-five (45) copies of said proceedings will be held by Paper until the end of the City's fiscal year, which is December 31, and the Council proceedings shall thereafter be bound, by Paper, into books or volumes, properly labeled, and delivered to the Office of the City Clerk not later than March 1, following. Paper will furnish Council proceedings in pamphlet form and in bound volumes with workmanship and material of equal quality to that furnished to the City relative to Council proceedings printed in bound volume for the year 1998, a copy of which is on file in the City Clerk's Office. The column width (line length) of said printed proceedings shall be eleven (11) picas.

5. Paper shall print and publish with type face which shall be 6 point Spartan light face on a 6 point slug, or 5.5 point type face on a 6 point slug, topographic, sans Heavy, or equivalent. Column width (line length) shall be 11 picas. There shall be no spacing between lines on legal notices.

6. This agreement may be terminated upon ten (10) days advance, written notice by the City, given by the Mayor, if the Paper, for any reason, fails to perform all required printing and publishing in the manner specified by this agreement within the time limits required by this agreement or within the time limits necessitated by law, or within the time limits reasonable requested by the City Clerk, Deputy City Clerk, or designee, or if the Paper fails to perform required printing and publishing in a diligent and good workmanlike manner.

Service of notice of termination shall be by personal service or by certified mail, return receipt, sent to Union Co-Operative Publishing Company, Mark T. Onosko, 3030 - 39<sup>th</sup> Avenue, Kenosha, WI 53144.

7. Paper may not sublet or assign this agreement, or any part hereof, without the express, advance, written consent of the Mayor.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this agreement on the date below given.

CITY OF KENOSHA, WISCONSIN

BY: \_\_\_\_\_  
Keith G. Bosman, Mayor

Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
Debra L. Salas, City Clerk/Treasurer

Dated: \_\_\_\_\_

STATE OF WISCONSIN)  
:SS  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013,  
KEITH G. BOSMAN, Mayor, and DEBRA L. SALAS, City Clerk/Treasurer of the City of Kenosha,  
Wisconsin, to me known to be the persons who executed the foregoing instrument, and to me known to  
be such Mayor and City Clerk of said City, and acknowledged 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: \_\_\_\_\_

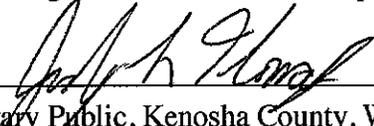
Union Co-Operative Publishing Company

BY:   
Mark T. Onosko

Dated: 5/28/13

STATE OF WISCONSIN)  
:SS  
COUNTY OF KENOSHA )

Personally came before me this 28 day of MAY, 2013,  
Mark T. Onosko, Union Co-Operative Publishing Company, and to me known to be the person who  
executed the foregoing instrument, and acknowledged to me that they executed the foregoing instrument  
as the agreement of Union Co-Operative Publishing Company, by its authority.

  
Notary Public, Kenosha County, WI  
My Commission expires/is: 11-6-2016

ORDINANCE NO. \_\_\_\_\_

**Proposed Changes by PW Committee 5/20/13**

**SPONSOR: ALDERPERSON PATRICK JULIANA**  
**CO-SPONSOR: ALDERPERSON SCOTT N. GORDON**

**TO REPEAL AND RECREATE SUBPARAGRAPH 1.03 D. 5. a.,  
AND TO RENUMBER, AMEND, CREATE, OR REPEAL AND  
RECREATE VARIOUS PARAGRAPHS OF 1.03 E., RELATING  
TO SPONSORSHIP AND TO PROCEDURES TO BE UTILIZED  
FOR CONSIDERATION OF NEW ORDINANCES AND  
RESOLUTIONS**

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

**Section One:** Subparagraph 1.03 D.5.a. of the Code of General Ordinances

for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

**5. References to and Reports of Committees.**

a. All Ordinances, Resolutions, communications and other matters submitted to the Council shall be read by naming the author and giving the title or substance thereof. ~~and Except for ordinances all other matters submitted to the Council shall~~ ~~may~~ be acted upon immediately by the Council, unless referred to an appropriate committee, commission, board, or authority by the Mayor or by majority vote of the Council. Any alderperson~~man~~ may require the reading in full of any matter at any time it is before the Council.

**Section Two:** Paragraphs 1.03 E. 2 and 1.03 E. 4 of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as Paragraphs 1.03 F. 16 and 1.03 F. 17, respectively.

**Section Three:** Paragraph 1.03 E. 1 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended as follows:

**E. Ordinances and Resolutions.**

1. Any of the following may sponsor an Ordinance or Resolution:

a. The Mayor.

b. One (1) or more ~~Aldermen~~Alders~~person(s)~~.

c. A Committee of the Common Council with respect to matters within its jurisdiction.

d. The Board of Water Commissioners with respect to matters within its jurisdiction.

e. The Board of Park Commissioners with respect to matters within its jurisdiction.

f. The Museum Board with respect to matters within its jurisdiction.

g. The Library Board with respect to matters within its jurisdiction.

**Section Four:** Paragraph 1.03 E. 3 of the Code of General Ordinances

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

3. Before the adoption of any Ordinance the same shall be read at two separate meetings of the Council. Before the second reading the title of the Ordinance shall be published in full in the official newspaper. On the second reading of the Ordinance a public hearing thereon shall be had. An aye and no vote of the Council shall be taken on an Ordinance only after such public hearing has been held.

**Section Five:** Paragraph 1.03 E. 5 of the Code of General Ordinances for

the City of Kenosha, Wisconsin, is hereby renumbered as Paragraph 1.03 E. 2.

**Section Six:** Paragraph 1.03 E. 4 of the Code of General Ordinances for

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

4. No ordinance may be considered by the Common Council for final passage unless one of the following has occurred:

(a) if the ordinance was directly referred for comment through the Common Council agenda by either the Mayor pursuant to paragraph 1.03 A. 6. or by the Common Council pursuant to paragraph 1.03 A. 11., to one or more committees of the Common Council, to one or more commissions, boards, or authorities of the City, or to a combination thereof, either:

(i) if the ordinance was referred only to a committee or committees and not to any commission, board, or authority, all committees of the Common Council to which the ordinance was referred have reported on it or the time specified in subparagraph 1.03 C 5.f has elapsed; or

(ii) if the ordinance was referred to any single commission, board, or authority, or was referred to a combination of committees, commissions, boards, or authorities, all such bodies to which the ordinance was referred have reported on it or forty-five days have elapsed since the most-recent referral was made.

(b) if the ordinance was not directly referred for comment, a committee of the Common Council has nonetheless reported on it.

**Section Seven:** Paragraph 1.03 E. 5 of the Code of General Ordinances for

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

5. No ordinance or resolution that affects the rules or procedures of the Common Council, or that is directed specifically to alderpersons, including but not limited to rules respecting dress code at meetings, and respecting compensation or reimbursement of alderpersons, may be

considered for adoption unless it has first been referred pursuant to provisions of subsection 1.03 A. to the following standing committees of the Common Council: the Committee on Finance, the Committee on Public Works, the Committee on Public Safety and Welfare, and the Committee on Licenses/Permits.

**Section Eight:** 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 PATRICK JULIANA**  
**CO-SPONSOR: ALDERPERSON SCOTT N. GORDON**

**TO REPEAL AND RECREATE SUBPARAGRAPH 1.03 D. 5. a.,  
AND TO RENUMBER, AMEND, CREATE, OR REPEAL AND  
RECREATE VARIOUS PARAGRAPHS OF 1.03 E., RELATING  
TO SPONSORSHIP AND TO PROCEDURES TO BE UTILIZED  
FOR CONSIDERATION OF NEW ORDINANCES AND  
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**5. References to and Reports of Committees.**

a. All Ordinances, Resolutions, communications and other matters submitted to the Council shall be read by naming the author and giving the title or substance thereof. Except for ordinances all other matters submitted to the Council shall be acted upon immediately by the Council, unless referred to an appropriate committee, commission, board, or authority by the Mayor or by majority vote of the Council. Any alderperson may require the reading in full of any matter at any time it is before the Council.

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- a. The Mayor.
- b. One (1) or more Alderperson(s).
- c. A Committee of the Common Council with respect to matters within its jurisdiction.
- d. The Board of Water Commissioners with respect to matters within its jurisdiction.
- e. The Board of Park Commissioners with respect to matters within its jurisdiction.
- f. The Museum Board with respect to matters within its jurisdiction.

g. The Library Board with respect to matters within its jurisdiction.

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3. Before the adoption of any Ordinance the same shall be read at two separate meetings of the Council. Before the second reading the title of the Ordinance shall be published in full in the official newspaper. On the second reading of the Ordinance a public hearing thereon shall be had. An aye and no vote of the Council shall be taken on an Ordinance only after such public hearing has been held.

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(a) if the ordinance was directly referred for comment through the Common Council agenda by either the Mayor pursuant to paragraph 1.03 A. 6. or by the Common Council pursuant to paragraph 1.03 A. 11., to one or more committees of the Common Council, to one or more commissions, boards, or authorities of the City, or to a combination thereof, either:

(i) if the ordinance was referred only to a committee or committees and not to any commission, board, or authority, all committees of the Common Council to which the ordinance was referred have reported on it or the time specified in subparagraph 1.03 C 5.f has elapsed; or

(ii) if the ordinance was referred to any single commission, board, or authority, or was referred to a combination of committees, commissions, boards, or authorities, all such bodies to which the ordinance was referred have reported on it or forty-five days have elapsed since the most-recent referral was made.

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considered for adoption unless it has first been referred pursuant to provisions of subsection 1.03 A. to the following standing committees of the Common Council: the Committee on Finance, the Committee on Public Works, the Committee on Public Safety and Welfare, and the Committee on Licenses/Permits.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

**AGREEMENT**

**By And Between**

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

**And**

**WALKIN' IN MY SHOES, INC.,  
d/b/a SEED TO HARVEST COMMUNITY GARDEN,  
A Non-Profit Organization**

**THIS AGREEMENT**, made and entered into by and between **THE CITY OF KENOSHA, WISCONSIN**, 625 – 52nd Street, Kenosha, Wisconsin ("**CITY**"), a Wisconsin municipal corporation, and **WALKIN' IN MY SHOES, INC.**, a Wisconsin (non-profit) corporation, d/b/a "**SEED TO HARVEST COMMUNITY GARDEN**", 2211 – 50<sup>th</sup> Street, Kenosha, Wisconsin ("**GARDEN**"), is for the purpose of temporarily allowing **GARDEN** to use city owned land to create a community garden for the citizens of Kenosha as described below.

**RECITALS:**

**WHEREAS**, **CITY** owns a parcel of land, parcel I.D. Number 07-222-25-360-112 (Exhibit A), that is unused or underutilized and is suitable for small scale cultivation. This unused and underutilized parcel requires ongoing maintenance in the form of property maintenance (i.e. grass cutting, litter and weed control) and additional protective services while not contributing significant value or benefit to the neighborhood in which it is or the City in general; and,

**WHEREAS**, gardening is a healthy and wholesome activity suitable for people of all ages including seniors and children and can add to the social fabric of Kenosha; and,

**WHEREAS**, not all citizens of the City of Kenosha have access to land suitable for gardening; and,

**WHEREAS**, local gardening would be a beneficial use of unused or underutilized City parcels that are located near households without adequate land for gardening; and,

**WHEREAS**, **GARDEN** is an existing non-profit organization with the necessary operational structure to operate a community garden to benefit the citizens of Kenosha.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

**A. CITY AGREES AS FOLLOWS:**

1. **CITY** will provide the use of a vacant parcel of land free of charge, parcel number 07-222-25-360-112 (Exhibit A), at its discretion to be used as a public community garden with subplots by the citizens of the city of Kenosha, to be administered by **GARDEN**. **CITY** retains authority to limit use by **GARDEN** to a limited area of the parcel.

2. **CITY** will provide a single source of water for use at the garden at no charge to participants. The source location, source configuration and amount of water available are solely at **CITY's** discretion.

3. **CITY** will designate a City of Kenosha employee to act as a liaison between **GARDEN** and **CITY**. **CITY** may change city liaison at will upon written notice to **GARDEN**.

**B. GARDEN agrees as follows:**

1. **GARDEN** agrees to operate, administer and maintain a community garden for the benefit of the citizens of Kenosha on the parcel provided by **CITY** in the limited area (100' x 100') of the parcel (see Exhibit A) designated. By **CITY**. **GARDEN** may, from time to time, request additional area for use on the parcel subject to the approval of City Administration.

2. **GARDEN** will, prior to commencing any gardening activities upon the site, develop an operational plan for the site and adopt rules and regulations for the participants to adhere to while using the community garden. The operational plan, rules and regulations shall be approved by City Administration prior to use of the parcel.

3. **GARDEN** will comply with all applicable laws, including City of Kenosha Code of General Ordinances and the City of Kenosha Zoning Code, and maintain the parcel in accordance therewith.

4. At the termination of the Agreement **GARDEN** will surrender the site to **CITY** in a neat and orderly condition, commensurate to which it was received.

5. **GARDEN** agrees that it shall be solely responsible to obtain funding and/or donations for all plants and materials needed for the garden and acknowledges the City shall have no responsibility nor undertake any costs for the same.

6. **GARDEN** agrees it may build raised beds for growing plants and make improvements to the soil if needed, including bringing in top soil and compost as deemed appropriate.

7. **GARDEN** agrees to design the garden.

8. **GARDEN** agrees to engage residents of the community to plant and maintain the garden.

9. **GARDEN** agrees to agree to accept property in “as is” condition and acknowledges that the City has made no representations and provided no warranties as to the condition of the parcel and the soil contained therein.

10. **GARDEN** agrees to submit **GARDEN** By-Laws and documentation as to **GARDEN's** non-profit status within ten (10) days of said occurrence to City Administration prior to use of the parcel.

11. **GARDEN** agrees to obtain approval from **CITY** prior to making any structural improvements to the property. Once constructed **GARDEN** will maintain such structures in sound condition and repair with an attractive appearance.

12. **GARDEN** agrees to monitor and ensure that the property is kept in good order. This includes keeping the property:

- a. clean and free of trash and debris, including keeping the plants watered and well maintained;
- b. free from any obstacles or hazards that might affect the safety of neighbors and pedestrians; and
- c. free of any noises or odors that might diminish the quality of life of neighbors.

13. **GARDEN** agrees to require participants to sign the City of Kenosha Release Agreement (Exhibit B). **GARDEN** shall maintain copies on file and forward the original agreement to the **CITY** upon execution. A participant is not permitted on site prior to filing the original release with the **CITY**.

14. **GARDEN** agrees to limit access to the site only to participants who have signed and agreed to the terms of the waiver and their guests (only when accompanied by the participant). **GARDEN** will accomplish this by employing means such as site design and signage to indicate that this is a community garden and not a public park. Clear communication about how to sign up and participate in the garden project should further be used to indicate the limited access of this site.

15. **GARDEN** shall maintain, and forward to **CITY**, an up-to-date participant list at all times.

16. **GARDEN** agrees that operational hours of the community garden shall be limited to sunrise to sunset.

17. **GARDEN** agrees that during the period of this Agreement, to repair any damage to the site caused by gardeners to a condition commensurate to which it was received.

**18. GARDEN** agrees to identify a point person to represent **GARDEN** in all matters related to this Agreement.

**C. PROPERTY DESCRIPTION.**

See Exhibit A attached hereto and incorporated herein.

**D. TERM.**

The initial term of this Agreement shall commence upon execution and conclude on December 31, 2017, subject to the Termination provision contained herein in Section K. of the Agreement. Furthermore, this Agreement shall automatically renew for subsequent five (5) year terms unless either party gives the other written notice of termination at least ninety (90) days prior to expiration of the then current Term.

**E. USE.**

No illegal plants or planting materials are permitted.

**F. INSURANCE.**

**1. GARDEN** shall have at least the following minimum levels of insurance prior to execution and throughout the term of this Agreement:

**(a) Commercial General Liability:**

Each Occurrence – One Million Dollars (\$1,000,000).  
General Aggregate – One Million Dollars (\$1,000,000);

**(b) Umbrella Liability or Excess Insurance in the following amounts over the Commercial General Liability and Automobile Liability amounts listed herein:**

Two Million Dollars (\$2,000,000) per occurrence; and  
Two Million Dollars (\$2,000,000) aggregate.

**2. Certificate of Insurance.** The insurance coverages listed above shall be verified by a Certificate of Insurance issued to **CITY** and shall provide that should any of the described policies be canceled before the expiration date thereof, the issuing company mail ten (10) days written notice to the certificate holder.

**3. Additional Named Insured.** **CITY** must be named as an additional insured on the Commercial General Liability, Automobile Liability, and the Umbrella Liability or Excess Insurance, whichever of the latter was provided. **GARDENS** shall provide **CITY** with a copy of the endorsement.

**G. INDEMNITY/HOLD HARMLESS.**

**GARDEN** agrees to indemnify, defend and hold **CITY**, its successors, assigns, officers, directors, agents, lessees, licensees and employees harmless from any and against any and all claims, losses, liens, liabilities, penalties, suits, actions, proceedings, judgments, demands, damages (including any consequential damages, whether foreseen or unforeseen), costs and expenses (including reasonable attorneys' fees and court costs) made, incurred or asserted as a result of **GARDEN's**, or its successors, assigns, officers, directors, employees, agents, lessees, or permittees use of the subject property, whether within the scope or beyond the scope of this Agreement. Furthermore, **GARDEN** will obtain and return to **CITY** an Indemnity/Hold Harmless Agreement from all approved gardeners on forms provided by **CITY**.

**H. RESTORATION OF PROPERTY.**

At the termination of this Agreement the site will be returned to **CITY** in a neat and orderly condition, commensurate to which it was received.

**I. RIGHT OF ACCESS.**

**CITY** shall have right of access at all times.

**J. 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.

**K. TERMINATION.**

This Agreement shall terminate at the conclusion of the Agreement term or with or without cause, for any reason whatsoever at 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 upon breach by **GARDEN** prior to the conclusion of any term or notice.

**L. 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 <b>CITY</b> :	City Clerk/Treasurer, Municipal Building, Room 105, 625 - 52nd Street, Kenosha, Wisconsin 53140;
---------------------	-----------------------------------------------------------------------------------------------------------

with copies to:

City Attorney  
Municipal Building, Room 201,  
625 - 52nd Street,  
Kenosha, Wisconsin 53140.  
Ms. Jo Wynn, CEO & Founder  
WALKIN' IN MY SHOES  
2211 - 50<sup>th</sup> Street  
Kenosha, Wisconsin 53140

If to **GARDEN**:

**M. 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.

**N. NEGATION OF JOINT VENTURE.**

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

**O. APPLICABLE LAW.**

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

**P. ENTIRE AGREEMENT.**

The Agreement is the entire and only agreement 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 **GARDEN** on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

---

Jo Wynn  
CEO & Founder  
WALKIN' IN MY SHOES  
d/b/a Seed to Harvest Community Garden

Drafted By:  
MATTHEW A. KNIGHT  
Deputy City Attorney

Part of the Southwest Quarter of Section 25, Township 2 North, Range 22 East of the Fourth Principal Meridian lying and being in the City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows:

Outlot 2 of KAT Subdivision, a subdivision of record and on file in the Kenosha County Land Registry.

Containing 3.94 Acres of land, more or less.

# K. A.T. SUBDIVISION

BEING A REDIVISION OF ALL OF LOT 2 AND LOT 3 OF CERTIFIED SURVEY MAP NO. 2490, RECORDED AS DOCUMENT NO. 1447452; OF PART OF PARCEL 1 AND ALL OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 1854, RECORDED AS DOCUMENT NO. 1006351; OF PART OF THE LAND RECORDED IN WARRANTY DEED, VOLUME 53, PAGE 141 ON FEBRUARY 10, 1903; AND OF ALL OF THE LAND RECORDED AS PARCEL II IN WARRANTY DEED, DOCUMENT 1006618 ON NOVEMBER 8, 1959; ALL BEING RECORDED WITH THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE, AND BEING IN THE NORTHEAST QUARTER, THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 25, TOWN 2 NORTH, RANGE 22 EAST AS BEARING N 89° 30' 36" ALL IN THE SOUTHWEST QUARTER OF SECTION 25, TOWN 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



NORTH ARROW AND BEARINGS ON THIS PLAN REFER TO GRID NORTH, WISCONSIN STATE PLANE CO-ORDINATE SYSTEM, SOUTH ZONE (NAD-27), AND ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWN 2 NORTH, RANGE 22 EAST AS BEARING N 89° 30' 36"

SEE LEGEND AND NOTES ON SHEET 3 OF 3

07-222-25-326-003 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-326-004 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-001 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-002 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-003 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-004 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-005 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-006 UNPLATTED LANDS  
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1,122.00' TO W. LINE, SECTION 25

07-222-25-327-007 UNPLATTED LANDS  
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1,122.00' TO W. LINE, SECTION 25

07-222-25-327-008 UNPLATTED LANDS  
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1,122.00' TO W. LINE, SECTION 25

07-222-25-327-009 UNPLATTED LANDS  
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1,122.00' TO W. LINE, SECTION 25

07-222-25-327-010 UNPLATTED LANDS  
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1,122.00' TO W. LINE, SECTION 25

07-222-25-327-011 UNPLATTED LANDS  
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1,122.00' TO W. LINE, SECTION 25

07-222-25-327-012 UNPLATTED LANDS  
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1,122.00' TO W. LINE, SECTION 25

07-222-25-327-013 UNPLATTED LANDS  
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1,122.00' TO W. LINE, SECTION 25

07-222-25-327-014 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-015 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-016 UNPLATTED LANDS  
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07-222-25-327-017 UNPLATTED LANDS  
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07-222-25-327-018 UNPLATTED LANDS  
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07-222-25-327-019 UNPLATTED LANDS  
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07-222-25-327-020 UNPLATTED LANDS  
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07-222-25-327-021 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

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1,122.00' TO W. LINE, SECTION 25

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07-222-25-327-024 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-025 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-026 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-027 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-028 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-029 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-030 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-031 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-032 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-033 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-034 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-035 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-036 UNPLATTED LANDS  
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1,122.00' TO W. LINE, SECTION 25

07-222-25-327-037 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-038 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-039 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-040 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-041 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

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N89°26'52"W  
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1,122.00' TO W. LINE, SECTION 25

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1,122.00' TO W. LINE, SECTION 25

07-222-25-327-045 UNPLATTED LANDS  
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1,122.00' TO W. LINE, SECTION 25

07-222-25-327-046 UNPLATTED LANDS  
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1,122.00' TO W. LINE, SECTION 25

07-222-25-327-047 UNPLATTED LANDS  
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1,122.00' TO W. LINE, SECTION 25

07-222-25-327-048 UNPLATTED LANDS  
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1,122.00' TO W. LINE, SECTION 25

07-222-25-327-049 UNPLATTED LANDS  
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1,122.00' TO W. LINE, SECTION 25

07-222-25-327-050 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-051 UNPLATTED LANDS  
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1,122.00' TO W. LINE, SECTION 25

07-222-25-327-052 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-053 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-054 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-055 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

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N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

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N89°26'52"W  
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1,122.00' TO W. LINE, SECTION 25

07-222-25-327-059 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-060 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-061 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-062 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-063 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-064 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

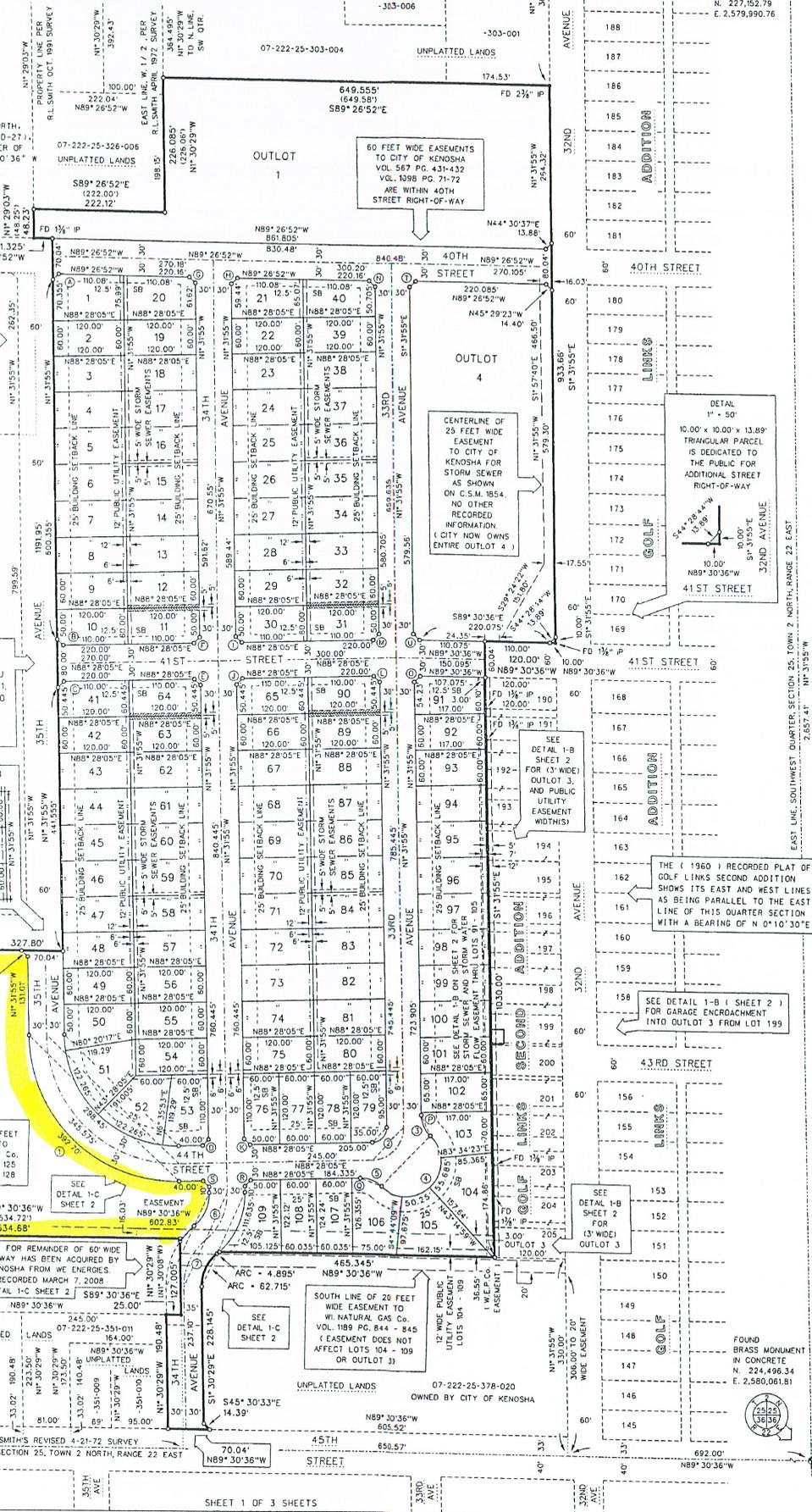
07-222-25-327-065 UNPLATTED LANDS  
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1,122.00' TO W. LINE, SECTION 25

07-222-25-327-066 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-067 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-068 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25

07-222-25-327-069 UNPLATTED LANDS  
N89°26'52"W  
1,122.00' TO W. LINE, SECTION 25



REMAINDER OF WEST PART OF 35TH AVENUE RIGHT-OF-WAY HAS BEEN ACQUIRED BY THE CITY OF KENOSHA FROM LOCAL UNION 72, U.A.W. BUILDING CORPORATION WARRANTY DEED DOC. 1548809

Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified APRIL 24<sup>TH</sup> 2008

Department of Administration  
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.  
Kenneth L. Kanyuh  
C.S.M. 2490 LOT 1  
OWNED BY CITY OF KENOSHA (EXTENDS WEST TO 30TH AVENUE)

NOTE: STORM SEWER EASEMENTS THRU LOTS 10, 11, 30, 31, 41, 64, 65 AND 90 ARE SHOWN IN DETAIL I-D ON SHEET 2

DETAIL - LOT 48  
47  
48  
49

LOCATION SKETCH  
SOUTHWEST QUARTER SECTION 25-2-22  
SCALE 1" = 1200'

1,344.705' TO W. LINE, SECTION 25  
UNPLATTED LANDS  
N89°30'36"W

1,344.755' TO W. LINE, SECTION 25  
UNPLATTED LANDS  
N89°30'36"W

1,344.85' AS PER (RETIRED) KENOSHA COUNTY SURVEYOR R.L. SMITH'S REVISED 4-21-72 SURVEY  
2,697.42' N89°30'36"W  
SOUTH LINE, SOUTHWEST QUARTER, SECTION 25, TOWN 2 NORTH, RANGE 22 EAST

175.15' NORTH LINE, SOUTHWEST QUARTER, 692.025'  
175.05' SECTION 25, TOWN 2 NORTH, RANGE 22 EAST

60 FEET WIDE EASEMENTS TO CITY OF KENOSHA VOL. 567 PG. 431-432 VOL. 1098 PG. 71-72 ARE WITHIN 40TH STREET RIGHT-OF-WAY

CENTERLINE OF 25 FEET WIDE EASEMENT TO CITY OF KENOSHA FOR STORM SEWER AS SHOWN ON C.S.M. 1854. NO OTHER RECORDED INFORMATION (CITY NOW OWNS ENTIRE OUTLOT 4)

DETAIL I-B  
10.00' x 10.00' x 13.89' TRIANGULAR PARCEL IS DEDICATED TO THE PUBLIC FOR ADDITIONAL STREET RIGHT-OF-WAY

SEE DETAIL I-B SHEET 2 FOR (3" WIDE) UTILITY EASEMENT WIDTH(S)

THE (1960) RECORDED PLAT OF GOLF LINKS SECOND ADDITION SHOWS ITS EAST AND WEST LINES AS BEING PARALLEL TO THE EAST LINE OF THIS QUARTER SECTION WITH A BEARING OF N 0° 10' 30"

SEE DETAIL I-B (SHEET 2) FOR GARAGE ENCROACHMENT INTO OUTLOT 3 FROM LOT 199

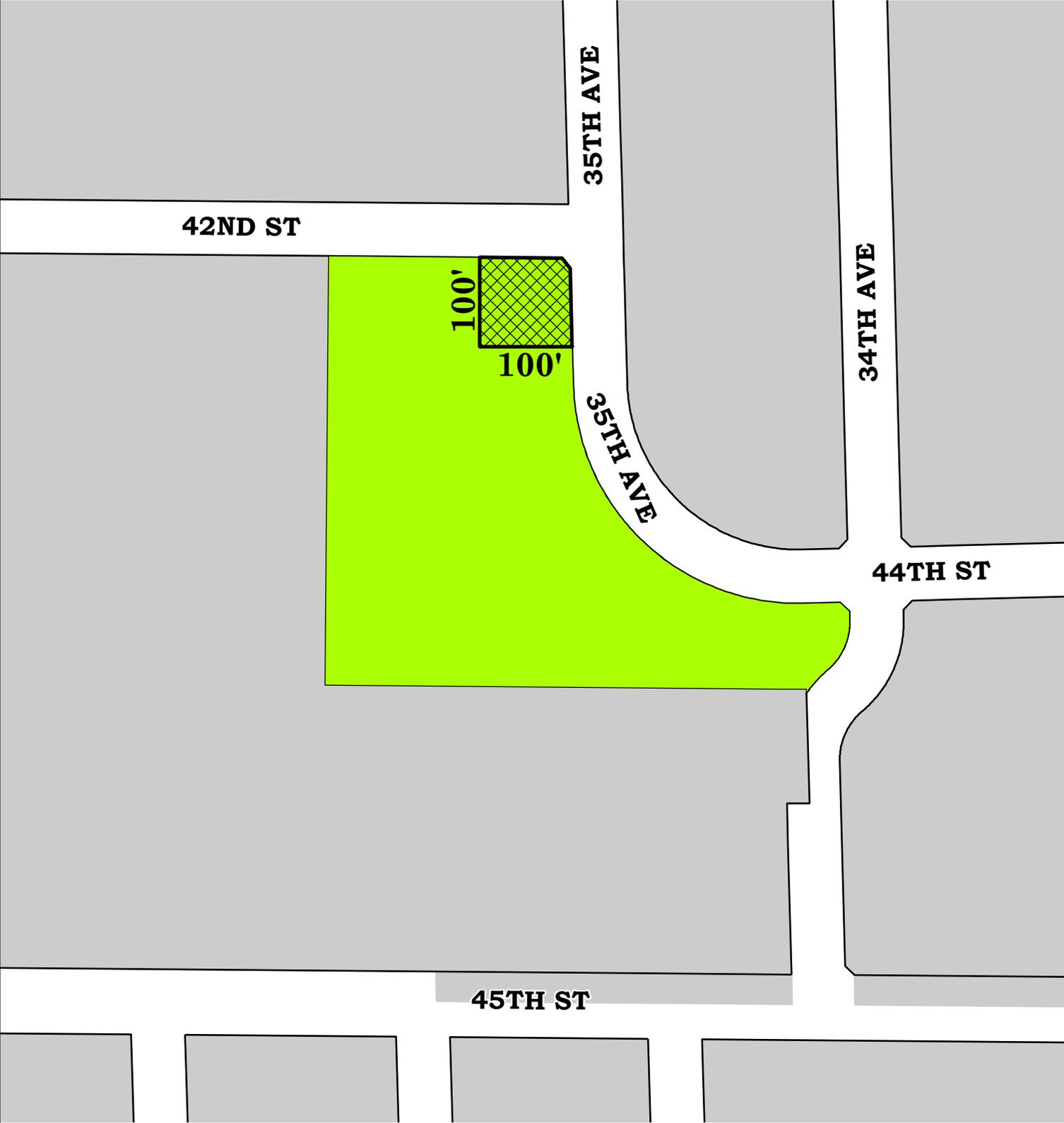
SEE DETAIL I-B SHEET 2 FOR (3" WIDE) OUTLOT 3

12 WIDE PUBLIC UTILITY EASEMENT LOTS 104 - 109 OR OUTLOT 3

FOUND BRASS MONUMENT IN CONCRETE N. 224,496.34 E. 2,580,061.81

S-295

City of Kenosha  
General Location Map



Area Subject to Agreement



Community Garden Property



**EXHIBIT B**

**CITY OF KENOSHA**

**RELEASE AGREEMENT**

**CITY OF KENOSHA RELEASE AGREEMENT** IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE SEED TO HARVEST COMMUNITY GARDEN OR USE OF ANY CITY PROPERTY IN CONNECTION WITH THIS ACTIVITY, THE UNDERSIGNED AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE CITY OF KENOSHA, ITS EMPLOYEES, OFFICERS AND AGENTS (hereinafter referred to as "releasees") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss, damage, or claim therefore on account of injury to the person or property of the undersigned, whether caused by any negligent act or omission of the releasees or otherwise while the undersigned is participating in the SEED TO HARVEST COMMUNITY GARDEN or using any city property in connection with the activity.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from all liability, claims, demands, causes of action, charges, expenses, and attorney fees (including attorney fees to establish the releasee's right to indemnity or incurred on appeal) resulting from involvement in this activity whether caused by any negligent act or omission of the RELEASEE'S or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE while upon City property or participating in the activity or using any City facilities and equipment whether caused by any negligent act or omission of releasees or otherwise. The undersigned expressly agrees that the foregoing release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by Wisconsin law and that if any portion thereof be held invalid, notwithstanding, the balance shall continue in full legal force and effect.

I acknowledge that I have read the foregoing and that I am aware of the legal consequences of this agreement, including that it prevents me from suing the City or its employees, agents, or officers if I am injured or damaged for any reason as a result of participation in this activity. I further acknowledge that no oral representations, statements or inducements have been made. **IF THE PARTICIPANT IS A MINOR, HIS OR HER CUSTODIAL PARENT OR LEGAL GUARDIAN MUST READ AND EXECUTE THIS AGREEMENT.** I hereby warrant that I am the legal guardian or custodial parent of \_\_\_\_\_ who is a minor and agree, on my own and said minor's behalf to the terms and conditions of the foregoing agreement.

<b>Adult Name (please print)</b>	<b>Signature</b>	<b>Date</b>
----------------------------------	------------------	-------------

·Planning & Zoning  
·Community Development

262.653.4030  
262.653.4045 FAX  
Room 308



·Building Inspections  
·Property Maintenance

262.653.4263  
262.653.4254 FAX  
Room 100

## DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140  
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

### MEMO

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

**FROM:** Michael Maki, AICP, Community Development Specialist *MM*  
Department of Community Development & Inspections

**RE:** **Resolution to Amend the 2011, 2012 and 2013 Consolidated Plans - Annual Plans Regarding the HOME Program**

**DATE:** May 24, 2013

The amendments to the 2011, 2012 and 2013 HOME Program descriptions were recommended for approval by the HOME Program Commission at their meeting on April 23, 2013. The Amendments add "Tenant-Based Rental Assistance" as an eligible HOME Program Activity.

Minutes from the HOME Program Commission meeting and the amended 2011, 2012 and 2013 HOME Program Descriptions are attached for your reference.

Please contact me at 653.4038 if you have any questions regarding the proposed amendment to the HOME Program Descriptions.

MM:kas  
Attachment

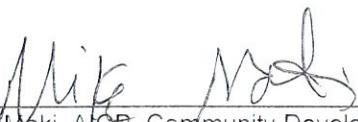
**Resolution By the Finance Committee - To Amend the 2011, 2012 and 2013 Adopted Consolidated Plans - Annual Plans Regarding the HOME Program Description**

**ANALYSIS:**

- The HOME Program Commission previously discussed the possibility of providing Tenant-Based Rental Assistance (TBRA) to commit HOME funds by the City's deadline of June 30, 2013.
- Staff has provided information on elderly, elderly with disabilities and disabled (non-elderly) that are on the Housing Authority's Section 8 Waiting List. Staff recommended providing TBRA to the Elderly and Elderly with Disabilities on the waiting list with an expectation of assisting up to forty (40) households over a two (2) year time period.
- Staff further explained the City has a deadline of June 30, 2013 to commit the remaining 2011 HOME funds to a specific project. A contract with the Kenosha Housing Authority to provide TBRA would satisfy the commitment deadline, provided the Common Council approves the changes to the HOME Program Descriptions and a contract with the Housing Authority by June 30, 2013.
- The attached Resolution will amend the descriptions and allow use of HOME funds to provide Tenant-Based Rental Assistance. After the HOME Program Commission's approval, a thirty (30) day comment period is required prior to the Common Council's approval of the HOME Program Description Amendments and the contract with the Housing Authority. The attached Resolution and the contract would be heard at the June 3, 2013 Finance Committee and Common Council meetings.

**RECOMMENDATION:**

A recommendation is made to amend the 2011, 2012 and 2013 HOME Program Descriptions to allow use of HOME funds for Tenant-Based Rental Assistance and to forward the attached Resolution to the Finance Committee and the Common Council.

  
Mike Maki, AICP, Community Development Specialist

  
Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1HOME PROG/2013/APR23/fact-ProgDescrip.odt

RESOLUTION # \_\_\_\_\_ -13

By: The Finance Committee

TO AMEND THE 2011, 2012 and 2013 ADOPTED CONSOLIDATED PLANS – ANNUAL PLANS REGARDING THE HOME PROGRAM DESCRIPTION

WHEREAS, the City of Kenosha receives an annual grant of CDBG funds under the Housing and Community Development Act of 1974, as amended; and HOME funds under the Home Investment Partnership Program of 1991 as amended; and

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) requires the City to develop a document designed as its Consolidated Plan; and

WHEREAS, on February 21, 2011, the Common Council adopted Resolution #19-11 approving the Consolidated Plan for 2011; and

WHEREAS, on November 7, 2011, the Common Council adopted Resolution #135-11 approving the Consolidated Plan for 2012 and as further amended on August 6, 2012 as Resolution #108-12 and on September 5, 2012 as Resolution #117-12; and

WHEREAS, on November 5, 2012, the Common Council adopted Resolution #143-12 approving the Consolidated Plan for 2013 and as further amended on March 4, 2012; and

WHEREAS, the 2011, 2012 and 2013 HOME Program Descriptions outlined the eligible uses for the 2011, 2012 and 2013 allocations; and

WHEREAS, Tenant-based Rental Assistance is an eligible use of HOME Program funds; and

WHEREAS, public hearings were held before the HOME Program Commission on April 23, 2013, the Finance Committee on June 3, 2013, and the City of Kenosha Common Council on June 3, 2013, to obtain citizen comments on the proposed amendments.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, that the 2011, 2012 and 2013 Consolidated Plans are amended in accordance with the revisions to the HOME Program Descriptions by adding thereto "Tenant-based Rental Assistance" as an eligible HOME Program Activity.

BE IT FURTHER RESOLVED that the Mayor is authorized to submit all necessary and required documents to the U.S. Department of Housing and Urban Development, and execute all documents relative thereto.

Adopted this \_\_\_\_\_ day of June, 2013

ATTEST: \_\_\_\_\_, City Clerk

APPROVED: \_\_\_\_\_, Mayor

DRAFTED BY: Department Community Development & Inspections  
/u2/acct/cp/ckays/1HOME PROG/2013/APR23/resol-HOMEDescripAmend.odt

## HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) 2011 PROGRAM DESCRIPTION

### ***Use of Funds***

The City of Kenosha intends to use its 2011 HOME funds for Program Administration and for eligible HOME Program activities as outlined below. Due to the current and ongoing instability in the housing market, the 2011 HOME Program Description is designed to allow flexibility in the allocation and commitment of funds to a variety of eligible HOME Program housing activities. However, the City will not be using any of its funding for tenant-based rental assistance, as rental assistance is already available through the Kenosha Housing Authority.

The City is funding these particular activities in this plan in order to be consistent with its Consolidated Plan, and to insure local housing activities are consistent with neighborhood revitalization strategies already adopted by the City.

### ***Program Administration***

The City of Kenosha will use 10% of its 2011 HOME allocation for payment of administrative and planning costs of the HOME Program. These costs include the reasonable costs of overall program management, coordination, monitoring, and evaluation of HOME activities by the City of Kenosha. The City will also set aside 10% of eligible HOME Program Income for allowable HOME Program administrative costs.

### ***City of Kenosha Eligible HOME Program Activities***

The City of Kenosha may use available 2011 HOME allocation to support the following types of activities undertaken by the City, Community Housing Development Organizations (CHDOs), Sub-recipients or Private Developers:

- A) New Senior Rental Housing Development
- B) Acquisition and Rehabilitation of Foreclosed Single Family Homes
- C) Home Buyer Purchase Assistance
- D) Tenant-Based Rental Assistance (TBRA) for Elderly, Elderly Veteran and/or Elderly with Disabilities households

### ***Community Housing Development Organizations (CHDO)***

The City of Kenosha is setting aside the minimum required 15% of its 2011 HOME funds for eligible CHDOs to undertake eligible HOME Program activities listed above.

The City will allow CHDOs to request a maximum developer/general contractor fee of 15% of the total project cost of each HOME funded project they undertake and complete. Additional funding for CHDO projects may be made available from other HOME Program funds.

The City is also setting aside up to \$25,000 for CHDO administrative expenses. The HOME Program regulations allow CHDO administrative expenses up to 5% of the City's total annual HOME Grant. CHDOs will need to submit an application to the City which includes their operating budget sources and use of funds to support their application for CHDO administrative expenses. The application will be reviewed by the City's HOME Program Commission with a recommendation to the City Finance Committee and Common Council for review and consideration.

### ***HOME Program Income***

HOME Program Income funds will be used to fund eligible HOME Program activities and funding set-asides for eligible CHDOs and/or sub-recipients to carry out HOME eligible activities, including housing rehabilitation projects, homeowner rehabilitation loans, rental property rehabilitation and single family new

construction. In addition, up to 10% of eligible program income may be used for HOME Program allowable administrative expenses.

**Allocation of Anticipated 2011 HOME Program Entitlement and Program Income Funds (2011 funds based on the 2010 allocation):**

<i>Activity</i>	<i>Home Funding</i>	<i>Match Funding (25%)</i>
Administration (2011 Funds)	\$53,293	\$0
Eligible Housing Activities (2011 Funds)	\$374,700	\$93,675
CHDO Set-Aside (2011 Funds)	\$79,940	\$19,985
CHDO Administrative Funds (Max 5% of total HOME Grant)	\$25,000	\$0
<b>TOTAL 2011 HOME FUNDING</b>	<b>\$532,933</b>	<b>\$113,660</b>

<b>Estimated 2011 HOME Program Income</b>	<b>\$324,000</b>
<b>Estimated Program Administration (10%)</b>	<b>\$36,000</b>
<b>TOTAL ESTIMATED 2011 HOME PROGRAM FUNDING</b>	<b>\$360,000</b>

**Rental Housing Development – New Construction**

The City may utilize HOME Program funds to support the construction of affordable Senior Rental Housing. Eligible projects which must include a minimum of twenty-six (26) total units and should also utilize private funds, Low Income Housing Tax Credits, Low Income Housing Revenue Bonds or other grant /loan programs to help leverage the HOME funds. New construction of rental housing utilizing HOME funds will require a *20-year affordability period* for the HOME Assisted Units. The HOME Assisted Units will be "fixed units" as opposed to "floating" HOME units for the 20-year affordability period. HOME Assisted Units must be comparable to non-HOME Assisted Units in terms of amenities, number of bedrooms, square footage and location in the building. The household occupying such rental units shall be families or individuals whose income does not exceed 50% of Kenosha County median family income as published annually by the US Department of Housing and Urban Development (HUD). Low HOME Rent Limits will apply to all designated HOME units. The 50% HOME Rent Limits less any tenant paid utilities would apply to all other 50% CMI designated Assisted Senior Units. Determination of the minimum number of HOME Assisted Units per project and maximum per-unit HOME subsidy will be calculated according to all HOME Program standards, including, pro-rata (fair share test), the HOME per unit subsidy limit and subsidy layering analysis to determine the funding gap to be financed to provide the HOME affordable senior units. The City's subsidy layering evaluation requirements are included in the next section below. The City may use the subsidy layering review done by WHEDA for the Low Income Tax Credit Program to ensure that no more than the necessary amount of HOME Program funds are invested in any one project to provide affordable housing.

**Rental Housing Development Subsidy Layering Analysis**

HUD establishes subsidy limits annually on the amount of HOME funds that may be invested in affordable rental housing on a per-unit basis per locality.

Before committing HOME funds to a project that combines the use of any other local, state or federal assistance, the City must evaluate the proposed project in accordance with the guidelines that it has adopted, to ensure that the City does not invest any more HOME funds than are necessary to provide affordable rental housing. The guidelines, referred to as Subsidy Layering Guidelines, are incorporated as part of the City of

Kenosha HOME Program Description and Consolidated Plan.

The City of Kenosha will use the following types of subsidy layering review before committing HOME Program funds to any rental housing development project:

- A) A subsidy layering review produced by HUD when the other source of funding is provided by HUD, and HUD conducts a subsidy layering review;
- B) Subsidy layering analysis produced by the Wisconsin Economic and Housing Development Authority when Low Income Housing Tax Credit (LIHTC) is used, and WHEDA conducts an evaluation to determine whether there are excess tax subsidies;
- C) A subsidy layering analysis produced by the developer and reviewed by the City of Kenosha in accordance with the guidelines presented in HUD Notice CPD 98-1. These guidelines include review of the following documents supplied by the developer/applicant:
  - Sources & Uses of Funds: As part of the application process, the City of Kenosha will require a Sources and Uses of Funds Statement for the proposed project with supportive documentation, including lender commitment letter(s), documentation of owner cash equity and any deferred developer fees. This should reflect the project development budget and should list:
    - 1. All proposed sources (both private and public) of the funds and dollar amounts for each respective source; and
    - 2. All uses of funds (including acquisition costs, rehabilitation or new construction costs, financing costs, and professional fees) associated with the project.
  - Certification of Governmental Assistance: The applicant/developer must provide a formal certification as to whether or not additional governmental assistance will be provided to the project, and if so, what kind of assistance.
  - *Project Development Budget*: The City of Kenosha will review the project development budget to determine whether the development costs are necessary and reasonable. The budget is to include all costs associated with the development of the project, regardless of the funding sources.
    - 1. "Reasonableness" of costs should be based on all of the following factors:
      - a) Cost of comparable projects in the same geographical area;
      - b) The qualifications of the cost estimators for the various budget line items; and
      - c) Comparable costs published by recognized industry cost index services.
  - *Proforma*: The City of Kenosha will determine the reasonableness of the rate of return on equity investment by looking at the applicants proforma (project income and expense statement). The proforma should include achievable rent levels, market vacancies, and operating expenses. It should also specify the consequences of tax benefits, if any, and any other assumptions used in calculating the project cash flow. The proforma should represent, at a minimum, the term of the HOME affordability requirements (20 years) or longer if any other funding sources require longer affordability terms.

- The subsidy guidelines can also be used to determine the appropriate level of HOME funds to be used in a project absent of any other governmental assistance.

#### ***Home Sales Policy***

Homes for sale through the City of Kenosha HOME Program will be advertised and sold on a first-come-first-served basis.

### ***HOMEBUYER APPLICANT REQUIREMENTS***

#### ***Citizenship***

Applicants to purchase properties for sale through the City of Kenosha's HOME Program must be US citizens or have "Qualified Alien" status under Section 431 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

#### ***Income***

Eligibility for buyers through the HOME Program is based on annual household income. Total annual household income cannot exceed 80% of the County's median income per family size as determined by HUD. In accordance with the federal HOME Program Rules, the City has chosen to use Federal Income Tax IRS Form 1040 adjusted gross income to determine annual income. All homebuyers must sign IRS Form 4506 "Request for Copy of Tax Form" and the City will request a copy of the applicant's federal tax return transcript from the IRS. For IRS tax returns older than six months, the City will require an updated income verification, including third party verification of employment and recent earnings statements.

#### ***Ability to Obtain Mortgage Financing***

Potential homebuyers must have the ability to obtain a Fixed Rate mortgage loan from a private lender or the City for up to 80% of the purchase price of the property offered for sale.

#### ***Down Payment Requirement***

All homebuyers are required to provide a 3% down payment at closing. The down payment may be from the buyer's personal savings or from a down payment assistance grant provided through the Federal Home Loan Bank or other source of down payment assistance.

#### ***Down Payment Assistance for VA Loan Borrowers***

The City may provide a down payment assistance loan of up to \$5,000 for eligible Veterans Administration Loan borrowers. Down payment assistance loans will be a lien filed on the property and will be forgiven provided the borrower resides at the property for a period of 10 years after purchasing the property.

#### ***Primary Residence and Owner Occupied Single Family Deed Restriction***

HOME assisted property must be occupied as the homebuyer's primary residence. The City will place a Deed Restriction on the property at the time of property transfer: "This property is a single family dwelling and will always remain a single family dwelling and owner occupied for as long as it remains on the land." The homebuyer cannot own any other residential property at time of closing.

#### ***Homebuyer Counseling Requirement***

All homebuyers receiving assistance through the City's HOME Program must participate in homebuyer training offered through a HUD certified Local Housing Counseling Agency and provide the City with certification they have successfully completed such training.

### ***Mortgage Subordinations***

The City will process requests for mortgage subordinations from homebuyers for their HOME funded second mortgage under the following criteria:

- A) By refinancing their first mortgage, the borrower will be able to lower their interest rate and/or loan term.
- B) The borrower will be able to convert from an ARM to a fixed rate mortgage.
- C) The borrower will be taking out an equity loan or refinancing for purposes of doing home improvements, purchasing a car or for college costs.
- D) The City will require a 90% Loan to Value limit on refinancing or equity loans. The Loan to Value ratio will include the City's HOME second mortgage balance.
- E) The City will use the Assessed Value as determined by the City Assessor's Office to determine the property value.
- F) Closing costs and fees for the proposed refinancing loan or equity loan must be no more than 3% of the proposed new loan amount.

Written requests for mortgage subordinations from homebuyers with a HOME second mortgage will be accepted and reviewed by City staff. A report and recommendation will be submitted to the City of Kenosha Housing Authority Board of Commissioners for review and consideration. A processing fee of \$100 will be charged to the borrower upon approval and processing the mortgage subordination.

## ***HOME PROGRAM ASSISTANCE TO BUYERS***

### ***Second Mortgage Purchase Assistance***

HOME funded second mortgage purchase assistance will be provided for up to 17% of the purchase price of the home. HOME second mortgage purchase loans will be written as deferred payment loans at 0% interest for the first ten (10) years, then monthly payments will be required for the next 20 years at an interest rate of 3% annually.

Second mortgage purchase assistance loans will continue to be made available to income eligible homebuyers purchasing new homes in the Grandview Meadows (KAT) subdivision as was approved for the HOME Program in 2009 (City Resolution No. 106-09). These purchase assistance loans will be provided for up to 17% of the purchase price of the home. HOME second mortgage purchase loans for eligible Grandview Meadows homebuyers will be written as deferred payment loans at 0% interest for the first ten (10) years, then monthly payments will be required for the next 20 years at an interest rate of 3% annually. *As was also part of the approved 2007-2008 HOME Program amendment, these Purchase Assistance Loans will only be made available if the City has HOME Program Income revenue on hand.*

### ***Recapture and Resale Provisions***

The City of Kenosha anticipates that some of the first-time Homebuyer (FTHB) assistance provided with HOME funding will be a development subsidy used by the City or developer (HOME fund recipient) to produce

affordable housing units. In those instances, it is expected that some of this subsidy will be a project development subsidy and this subsidy amount may not be recaptured.

**Recapture Option**

This option will be used by the City to recapture the HOME funded second mortgage purchase assistance loans provided to the homebuyers if the HOME recipient decides to sell the house within the required affordability period. The homeowner is able to sell the property at whatever price the market will bear. Recaptured funds are considered HOME Program Income to be reused for any HOME-eligible activity.

The City of Kenosha will also require that rental housing developers who have been assisted with HOME funding be subject to recapture provisions in the event the owner/developer sells their property before the period of affordability has expired:

- five (5) years when the per unit of HOME funds is less than \$15,000
- ten (10) years where the amount of HOME funds provided is \$15,000 to \$40,000
- fifteen (15) years where the per unit amount of HOME funds is greater than \$40,000

**Affordability periods for homeownership assistance through the HOME Program are as follows:**

<i>HOME Funds Provided (Per Unit) *</i>	<i>Affordability Period</i>
Less than \$15,000	5 Years
\$15,000 to \$40,000	10 Years
Greater than \$40,000	15 Years

*\*Per unit HOME Program assistance for homeownership is based on the amount of the HOME mortgage purchase assistance provided to the homebuyer. For example, if the City's HOME funded second mortgage to the buyer is \$25,000, the affordability period on the home is 10 years. Therefore, the City will provide second mortgage purchase loans with monthly payments deferred for 10 years at 0% interest. After the initial 10 years, the loan converts to a 3% monthly installment loan at 3% interest for a 20-year term.*

**Resale Option**

The resale option will only be used by the City in those cases where the homebuyer declines to accept a HOME funded second mortgage to purchase a HOME Buyer Program property. This option ensures that the HOME-assisted unit remains affordable over the entire affordability term. Resale requirements under the “resale option” include the following:

- A) The new purchaser must meet HOME Program income eligibility requirements (annual adjusted income below 80% of Kenosha County median income for family size).
- B) The new purchaser must occupy the property as their principal place of residence.
- C) The sales price must be affordable to the new buyer.
- D) Affordability is defined as: Monthly payment for principal, interest, taxes and insurance (PITI) cannot exceed 40% of the purchasers gross annual income.
- E) The seller is entitled to a “fair return” on their investment upon sale of the property. “Fair Return” on investment for purposes of the City’s HOME Program includes the homeowner’s initial investment (first mortgage, down payment and closing costs) and any documented capital improvements to the

property completed after the initial sale.

**Enforcement of the Recapture or Resale Options**

The City will use the following legal instruments to meet and enforce the requirements of the recapture or resale restrictions:

<i>HOME Requirement</i>	<i>Recapture Option</i>	<i>Resale Option</i>
Principal Residence	Deed Restriction & HOME Lien	Deed Restriction & HOME Lien
Affordability Period	Promissory Note & HOME Lien	Deed Restriction & HOME Lien
Repayment of HOME Subsidy	Promissory Note & HOME Lien	Deed Restriction & HOME Lien
Fair Return to Owner	N/A	Deed Restriction & HOME Lien
Affordable Resale Price	N/A	Deed Restriction & HOME Lien
Subsequent Buyer's Income	N/A	Deed Restriction & HOME Lien
* HOME Lien is a document recorded as a "Rider" with the HOME Program Mortgage securing repayment of the HOME subsidy.		

**Matching Funds**

The City of Kenosha intends to satisfy the Federally-mandated match requirements by using a combination of the eligible forms of match outlined in Section 92.220 of the HOME Program regulations. The City and all sub-recipients will document "match" on a per-project basis.

**Funding Reduction and Adjustments Based on Actual HUD Allocation**

If the funding level is more or less than the \$528,340 as indicated in this program description, each program activity will be adjusted by applying the same percent of funding increase or decrease equally to each activity.

**Applicability of this HOME Program Description**

The 2011 HOME Program Description shall supersede any and all previous HOME Program Descriptions in regard to the purposes and use of HOME Program funds.

Approved by City of Kenosha HOME Program Commission: [December 14, 2010]

Approved by Common Council: [Date]

***CITY OF KENOSHA  
HOME SALES POLICY***

Homes for sale through the City of Kenosha HOME Program will be advertised and sold on a first-come-first-served basis.

***Applicant Requirements***

Applicants must meet the following requirements:

- U.S. citizenship or "Qualified Alien" status (as defined by HUD)
- 18 years of age or older
- Must meet the City's income limits for HOME Program
- Cannot own any real estate at time of closing
- Good verifiable credit rating
- Adequate verifiable income to support homeownership
- Must have 3% in funds to be used towards down payment plus closing costs
- Must complete a HUD accredited Homebuyer Counseling Course

When the purchase contract is signed, a \$500 earnest money deposit is required and will be credited toward the down payment. Obtaining first mortgage loan financing from private sources is the responsibility of the applicant.

***FOR FURTHER INFORMATION CONTACT***

Department of City Development  
625 52<sup>nd</sup> Street, Room 308  
Kenosha, WI 53140  
Phone: 262.653.4030  
Hours: 8:00 A.M. - 4:30 P.M.

*2011 HOME Program Review & Approval Schedule*

<i>Date</i>	<i>Activity</i>
By 12/20/10	Publish Public Notice for City of Kenosha Consolidated Plan/Annual Plan for CDBG and HOME Funds and Activities with a 30 Day Comment Period
02/21/11	City Plan Commission Review and Consideration of 2011 Annual Plan/Consolidated Plan (Public Hearing)
02/21/11	Finance Committee Review and Consideration of 2011 Annual Plan/Consolidated Plan and 2011 HOME Program Description (Public Hearing)
02/21/11	Common Council Review and Consideration of 2011 Annual Plan/Consolidated Plan and 2011 HOME Program Description

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## HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) 2012 PROGRAM DESCRIPTION

### *Use of Funds*

The City of Kenosha intends to use its 2012 HOME funds for Program Administration and for eligible HOME Program activities as outlined below. Due to the current and ongoing instability in the housing market, the 2012 HOME Program Description is designed to allow flexibility in the allocation and commitment of funds to a variety of eligible HOME Program housing activities. However, the City will not be using any of its funding for tenant-based rental assistance, as rental assistance is already available through the Kenosha Housing Authority.

The City is funding these particular activities in this plan in order to be consistent with its Consolidated Plan, and to insure local housing activities are consistent with neighborhood revitalization strategies already adopted by the City.

### *Program Administration*

The City of Kenosha will use 10% of its 2012 HOME allocation for payment of administrative and planning costs of the HOME Program. These costs include the reasonable costs of overall program management, coordination, monitoring, and evaluation of HOME activities by the City of Kenosha. The City will also set aside 10% of eligible HOME Program Income for allowable HOME Program administrative costs.

### *City of Kenosha Eligible HOME Program Activities*

The City of Kenosha may use available 2012 HOME allocation to support the following types of activities undertaken by the City, Community Housing Development Organizations (CHDOs), Sub-recipients or Private Developers:

- A) Homeowner Rehabilitation
- B) Home Buyer Purchase Assistance city-wide
- C) Tenant-Based Rental Assistance (TBRA) for Elderly, Elderly Veteran and/or Elderly with Disabilities households

### *Community Housing Development Organizations (CHDO)*

The City of Kenosha is setting aside the minimum required 15% of its 2012 HOME funds for eligible CHDOs to undertake eligible HOME Program activities listed above.

The City will allow CHDOs to request a maximum developer/general contractor fee of 15% of the total project cost of each HOME funded project they undertake and complete. Additional funding for CHDO projects may be made available from other HOME Program funds.

The City could also set aside up to \$25,000 for CHDO administrative expenses. The HOME Program regulations allow CHDO administrative expenses up to 5% of the City's total annual HOME Grant. CHDOs will need to submit an application to the City which includes their operating budget sources and use of funds to support their application for CHDO administrative expenses. The application will be reviewed by the City's HOME Program Commission with a recommendation to the City Finance Committee and Common Council for review and consideration.

### *HOME Program Income*

HOME Program Income funds will be used to fund eligible HOME Program activities and funding set-asides for eligible CHDOs and/or sub-recipients to carry out HOME eligible activities, including housing rehabilitation projects, homeowner rehabilitation loans, rental property rehabilitation and single family new construction. In addition, up to 10% of eligible program income may be used for HOME Program allowable administrative expenses.

**Allocation of Anticipated 2012 HOME Program Entitlement and Program Income Funds (2012 funds based on the 2011 allocation):**

<i>Activity</i>	<i>Home Funding</i>	<i>Match Funding (25%)</i>
Administration (2012 Funds)	\$46,488.10	\$0
Eligible Housing Activities (2012 Funds)	\$348,660.75	\$87,165.19
CHDO Set-Aside (2012 Funds)	\$69,732.15	\$17,433.04
<b>TOTAL 2012 HOME FUNDING</b>	<b>\$464,881.00</b>	<b>\$104,598.23</b>

<b>Estimated 2012 HOME Program Income</b> (3 houses @ \$104,000, net proceeds at sale, less 10% Program Administration)	<b>\$280,800</b>
<b>Estimated Program Administration (10%)</b>	<b>\$31,200</b>
<b>TOTAL ESTIMATED 2012 HOME PROGRAM INCOME FUNDING</b>	<b>\$312,000</b>

**Home Sales Policy**

Homes for sale through the City of Kenosha HOME Program will be advertised and sold on a first-come-first-served basis.

**HOMEBUYER APPLICANT REQUIREMENTS**

**Citizenship**

Applicants to purchase properties for sale through the City of Kenosha's HOME Program must be US citizens or have "Qualified Alien" status under Section 431 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

**Income**

Eligibility for buyers through the HOME Program is based on annual household income. Total annual household income cannot exceed 80% of the County's median income per family size as determined by HUD. In accordance with the federal HOME Program Rules, the City has chosen to use Federal Income Tax IRS Form 1040 adjusted gross income to determine annual income. All homebuyers must sign IRS Form 4506 "Request for Copy of Tax Form" and the City will request a copy of the applicant's federal tax return transcript from the IRS. For IRS tax returns older than six months, the City will require an updated income verification, including third party verification of employment and recent earnings statements.

**Ability to Obtain Mortgage Financing**

Potential homebuyers must have the ability to obtain a Fixed Rate mortgage loan from a private lender or the City for up to 80% of the purchase price of the property offered for sale.

**Down Payment Requirement**

All homebuyers are required to provide a 3% down payment at closing. The down payment may be from

the buyer's personal savings or from a down payment assistance grant provided through the Federal Home Loan Bank or other source of down payment assistance.

#### ***Down Payment Assistance for VA Loan Borrowers***

The City may provide a down payment assistance loan of up to \$5,000 for eligible Veterans Administration Loan borrowers. Down payment assistance loans will be a lien filed on the property and will be forgiven provided the borrower resides at the property for a period of 10 years after purchasing the property.

#### ***Primary Residence and Owner Occupied Single Family Deed Restriction***

HOME assisted property must be occupied as the homebuyer's primary residence. The City will place a Deed Restriction on the property at the time of property transfer: "This property is a single family dwelling and will always remain a single family dwelling and owner occupied for as long as it remains on the land." The homebuyer cannot own any other residential property at time of closing.

#### ***Homebuyer Counseling Requirement***

All homebuyers receiving assistance through the City's HOME Program must participate in homebuyer training offered through a HUD certified Local Housing Counseling Agency and provide the City with certification they have successfully completed such training.

#### ***Mortgage Subordinations***

The City will process requests for mortgage subordinations from homebuyers for their HOME funded second mortgage under the following criteria:

- A) By refinancing their first mortgage, the borrower will be able to lower their interest rate and/or loan term.
- B) The borrower will be able to convert from an ARM to a fixed rate mortgage.
- C) The borrower will be taking out an equity loan or refinancing for purposes of doing home improvements, purchasing a car or for college costs.
- D) The City will require a 90% Loan to Value limit on refinancing or equity loans. The Loan to Value ratio will include the City's HOME second mortgage balance.
- E) The City will use the Assessed Value as determined by the City Assessor's Office or appraised value, whichever is lower, to determine the property value.
- F) Closing costs and fees for the proposed refinancing loan or equity loan must be no more than 3% of the proposed new loan amount.

Written requests for mortgage subordinations from homebuyers with a HOME second mortgage will be accepted and reviewed by City staff. A report and recommendation will be submitted to the City of Kenosha Housing Authority Board of Commissioners for review and consideration. A processing fee of \$100 will be charged to the borrower upon approval and processing the mortgage subordination.

**HOME PROGRAM ASSISTANCE TO BUYERS**

**Second Mortgage Purchase Assistance**

HOME funded second mortgage purchase assistance will be provided for up to 17% of the purchase price of the home. HOME second mortgage purchase loans will be written as deferred payment loans at 0% interest for the first ten (10) years, then monthly payments will be required for the next 20 years at an interest rate of 3% annually.

Second mortgage purchase assistance loans will continue to be made available to income eligible homebuyers purchasing new homes city-wide. These purchase assistance loans will be provided for up to 17% of the purchase price of the home. HOME second mortgage purchase loans for eligible homebuyers will be written as deferred payment loans at 0% interest for the first ten (10) years, then monthly payments will be required for the next 20 years at an interest rate of 3% annually. *As was also part of the approved 2007-2008 HOME Program amendment, these Purchase Assistance Loans will only be made available if the City has HOME Program Income revenue on hand.*

**Recapture and Resale Provisions**

The City of Kenosha anticipates that some of the first-time Homebuyer (FTHB) assistance provided with HOME funding will be a development subsidy used by the City or developer (HOME fund recipient) to produce affordable housing units. In those instances, it is expected that some of this subsidy will be a project development subsidy and this subsidy amount may not be recaptured.

**Recapture Option**

This option will be used by the City to recapture the HOME funded second mortgage purchase assistance loans provided to the homebuyers if the HOME recipient decides to sell the house within the required affordability period. The homeowner is able to sell the property at whatever price the market will bear. Recaptured funds are considered HOME Program Income to be reused for any HOME-eligible activity.

The City of Kenosha will also require that rental housing developers who have been assisted with HOME funding be subject to recapture provisions in the event the owner/developer sells their property before the period of affordability has expired:

- five (5) years when the per unit of HOME funds is less than \$15,000
- ten (10) years where the amount of HOME funds provided is \$15,000 to \$40,000
- fifteen (15) years where the per unit amount of HOME funds is greater than \$40,000

**Affordability periods for homeownership assistance through the HOME Program are as follows:**

HOME Funds Provided (Per Unit) *	Affordability Period
Less than \$15,000	5 Years
\$15,000 to \$40,000	10 Years
Greater than \$40,000	15 Years

\*Per unit HOME Program assistance for homeownership is based on the amount of the HOME mortgage purchase assistance provided to the homebuyer. For example, if the City's HOME funded second mortgage to the buyer is \$25,000, the affordability period on the home is 10 years. Therefore, the City will provide second mortgage purchase loans with monthly payments deferred for 10 years at 0% interest. After the initial 10 years, the loan converts to a 3% monthly installment loan at 3% interest for a 20-year term.

**Resale Option**

The resale option will only be used by the City in those cases where the homebuyer declines to accept a HOME funded second mortgage to purchase a HOME Buyer Program property. This option ensures that the HOME-assisted unit remains affordable over the entire affordability term. Resale requirements under the “resale option” include the following:

- A) The new purchaser must meet HOME Program income eligibility requirements (annual adjusted income below 80% of Kenosha County median income for family size).
- B) The new purchaser must occupy the property as their principal place of residence.
- C) The sales price must be affordable to the new buyer.
- D) Affordability is defined as: Monthly payment for principal, interest, taxes and insurance (PITI) cannot exceed 40% of the purchasers gross annual income.
- E) The seller is entitled to a “fair return” on their investment upon sale of the property. “Fair Return” on investment for purposes of the City’s HOME Program includes the homeowner’s initial investment (first mortgage, down payment and closing costs) and any documented capital improvements to the property completed after the initial sale.

**Enforcement of the Recapture or Resale Options**

The City will use the following legal instruments to meet and enforce the requirements of the recapture or resale restrictions:

<i>HOME Requirement</i>	<i>Recapture Option</i>	<i>Resale Option</i>
Principal Residence	Deed Restriction & HOME Lien	Deed Restriction & HOME Lien
Affordability Period	Promissory Note & HOME Lien	Deed Restriction & HOME Lien
Repayment of HOME Subsidy	Promissory Note & HOME Lien	Deed Restriction & HOME Lien
Fair Return to Owner	N/A	Deed Restriction & HOME Lien
Affordable Resale Price	N/A	Deed Restriction & HOME Lien
Subsequent Buyer’s Income	N/A	Deed Restriction & HOME Lien
* HOME Lien is a document recorded as a “Rider” with the HOME Program Mortgage securing repayment of the HOME subsidy.		

**Matching Funds**

The City of Kenosha intends to satisfy the Federally-mandated match requirements by using a combination of the eligible forms of match outlined in Section 92.220 of the HOME Program regulations. The City and all sub-recipients will document "match" on a per-project basis.

**Funding Reduction and Adjustments Based on Actual HUD Allocation**

If the funding level is more or less than the \$464,881 as indicated in this program description, each program activity will be adjusted by applying the same percent of funding increase or decrease equally to each activity.

***Applicability of this HOME Program Description***

The 2012 HOME Program Description shall supersede any and all previous HOME Program Descriptions in regard to the purposes and use of HOME Program funds.

Approved by City of Kenosha HOME Program Commission: [September 22, 2011]

Approved by Common Council: [November 7, 2011]

***CITY OF KENOSHA  
HOME SALES POLICY***

Homes for sale through the City of Kenosha HOME Program will be advertised and sold on a first-come-first-served basis.

***Applicant Requirements***

Applicants must meet the following requirements:

- U.S. citizenship or "Qualified Alien" status (as defined by HUD)
- 18 years of age or older
- Must meet the City's income limits for HOME Program
- Cannot own any real estate at time of closing
- Good verifiable credit rating
- Adequate verifiable income to support homeownership
- Must have 3% in funds to be used towards down payment plus closing costs
- Must complete a HUD accredited Homebuyer Counseling Course

When the purchase contract is signed, a \$500 earnest money deposit is required and will be credited toward the down payment. Obtaining first mortgage loan financing from private sources is the responsibility of the applicant.

***FOR FURTHER INFORMATION CONTACT***

Department of City Development  
625 52<sup>nd</sup> Street, Room 308  
Kenosha, WI 53140  
Phone: 262.653.4030  
Hours: 8:00 A.M. - 4:30 P.M.

*2012 HOME Program Review & Approval Schedule*

<i>Date</i>	<i>Activity</i>
By 10/07/11	Publish Public Notice for City of Kenosha Consolidated Plan/Annual Plan for CDBG and HOME Funds and Activities with a 30 Day Comment Period
11/07/11	Finance Committee Review and Consideration of 2012 Annual Plan/Consolidated Plan and 2012 HOME Program Description (Public Hearing)
11/07/11	Common Council Review and Consideration of 2012 Annual Plan/Consolidated Plan and 2012 HOME Program Description

/u2/acct/cp/ckays/1HOME PROG/2012/PROGRAM DESCRIPTION/2012-ProgDescrip-REV2-042313-redline.odt

## **HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) 2013 PROGRAM DESCRIPTION**

### ***Use of Funds***

The City of Kenosha intends to use its 2013 HOME funds for Program Administration and for eligible HOME Program activities as outlined below. Due to the current and ongoing instability in the housing market, the 2013 HOME Program Description is designed to allow flexibility in the allocation and commitment of funds to a variety of eligible HOME Program housing activities. However, the City will not be using any of its funding for tenant-based rental assistance, as rental assistance is already available through the Kenosha Housing Authority.

The City is funding these particular activities in this plan in order to be consistent with its Consolidated Plan, and to insure local housing activities are consistent with neighborhood revitalization strategies already adopted by the City.

### ***Program Administration***

The City of Kenosha will use 10% of its 2013 HOME allocation for payment of administrative and planning costs of the HOME Program. These costs include the reasonable costs of overall program management, coordination, monitoring, and evaluation of HOME activities by the City of Kenosha. The City will also set aside 10% of eligible HOME Program Income for allowable HOME Program administrative costs.

### ***City of Kenosha Eligible HOME Program Activities***

The City of Kenosha may use available 2013 HOME allocation to support the following types of activities undertaken by the City, Community Housing Development Organizations (CHDOs), Sub-recipients or Private Developers:

- A) Homeowner Rehabilitation
- B) Home Buyer Purchase Assistance city-wide
- C) Down Payment and/or Closing Cost Assistance Grant
- D) Tenant-Based Rental Assistance (TBRA) for Elderly, Elderly Veteran and/or Elderly with Disabilities households**

### ***Community Housing Development Organizations (CHDOs)***

The City of Kenosha is setting aside the minimum required 15% of its 2013 HOME funds for eligible CHDOs to undertake eligible HOME Program activities listed above.

The City will allow CHDOs to request a maximum developer/general contractor fee of 15% of the total project cost of each HOME funded project they undertake and complete. Additional funding for CHDO projects may be made available from other HOME Program funds.

The City could also set aside up to \$25,000 for CHDO administrative expenses. The HOME Program regulations allow CHDO administrative expenses up to 5% of the City's total annual HOME Grant. CHDOs will need to submit an application to the City which includes their operating budget sources and use of funds to support their application for CHDO administrative expenses. The application will be reviewed by the City's HOME Program Commission with a recommendation to the City Finance Committee and Common Council for review and consideration.

**HOME Program Income**

HOME Program Income funds will be used to fund eligible HOME Program activities and funding set-asides for eligible CHDOs and/or sub-recipients to carry out HOME eligible activities, including housing rehabilitation projects, homeowner rehabilitation loans, rental property rehabilitation and single family new construction. In addition, up to 10% of eligible program income may be used for HOME Program allowable administrative expenses.

**Allocation of Anticipated HOME Program Entitlement and Program Income Funds:  
(2013 funds based on the 2012 allocation)**

<b>Activity</b>	<b>Home Funding</b>	<b>Match Funding (25%)</b>
Administration (2013 Funds)	\$34,164.50	\$0
Eligible Housing Activities (2013 Funds)	\$256,233.75	\$64,058.44
CHDO Set-Aside (2013 Funds)	\$51,246.75	\$12,811.69
<b>TOTAL 2013 HOME FUNDING</b>	<b>\$341,645.00</b>	<b>\$76,870.13</b>

<b>Estimated 2013 HOME Program Income (3 houses @ \$74,100, net proceeds at sale, less 10% Program Administration)</b>	<b>\$200,070</b>
<b>Estimated Program Administration (10%)</b>	<b>\$22,230</b>
<b>TOTAL ESTIMATED 2013 HOME PROGRAM INCOME FUNDING</b>	<b>\$222,300</b>

**Home Sales Policy**

Homes for sale through the City of Kenosha HOME Program will be advertised and sold on a first-come-first-served basis.

**HOMEBUYER APPLICANT REQUIREMENTS**

**Citizenship**

Applicants to purchase properties for sale through the City of Kenosha's HOME Program must be US citizens or have "Qualified Alien" status under Section 431 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

**Income**

Eligibility for buyers through the HOME Program is based on annual household income. Total annual household income cannot exceed 80% of the County's median income per family size as determined by HUD. In accordance with the federal HOME Program Rules, the City has chosen to use Federal Income Tax IRS Form 1040 adjusted gross income to determine annual income. All homebuyers must sign IRS Form 4506 "Request for Copy of Tax Form" and the City will request a copy of the applicant's federal tax return transcript from the IRS. For IRS tax returns older than six months, the City will require an updated income verification, including third party verification of employment and recent earnings statements.

### ***Ability to Obtain Mortgage Financing***

Potential homebuyers must have the ability to obtain a Fixed Rate mortgage loan from a private lender or the City for a minimum of 80% of the purchase price of the property offered for sale (non City owned properties), or a minimum of 57% of the purchase price of the City properties offered for sale. The minimum financing is based on a 3% down payment. Where the homebuyer provides a larger downpayment, the minimum financing obtained through a private lender or the City may be reduced.

### ***Down Payment Requirement and Down Payment Assistance***

All homebuyers are required to provide a 3% down payment at closing. The down payment may be from the buyer's personal savings or from a Down Payment Assistance Grant provided through the Federal Home Loan Bank, City of Kenosha, or other source of down payment assistance.

The City may provide a Down Payment Assistance Grant to eligible homebuyers through HOME Program funds. The Down Payment Assistance Grant will require the homebuyer to pay a minimum of 25% of the required downpayment amount, or \$1,000, whichever is greater. The Homeowner will be required to live in home for minimum of five years, or the grant amount will be required to be paid back in full, less a 20% reduction for every year the homeowner resides in the home.

### ***Down Payment Assistance for VA Loan Borrowers***

The City may provide a Down Payment Assistance Grant of up to \$5,000 for eligible Veterans Administration Loan borrowers. Down Payment Assistance Grants will be a lien filed on the property and will be forgiven provided the homeowner resides at the property for a period of 5 years after purchasing the property. Where the homeowner lives in the home less than 5 years, the grant amount will be required to be paid back in full, less a 20% reduction for every year the homeowner resides in the home.

### ***Primary Residence and Owner Occupied Single Family Deed Restriction***

HOME assisted property must be occupied as the homebuyer's primary residence. The City will place a Deed Restriction on the property at the time of property transfer: "This property is a single family dwelling and will always remain a single family dwelling and owner occupied for as long as it remains on the land." The homebuyer cannot own any other residential property at time of closing.

### ***Homebuyer Counseling Requirement***

All homebuyers receiving assistance through the City's HOME Program must participate in homebuyer training offered through a HUD certified Local Housing Counseling Agency and provide the City with certification they have successfully completed such training.

### ***Mortgage Subordinations***

The City will process requests for mortgage subordinations from homebuyers for their HOME funded second mortgage under the following criteria:

- A) By refinancing their first mortgage, the borrower will be able to lower their interest rate, monthly payment and/or loan term.
- B) The borrower will be able to convert from an ARM to a fixed rate mortgage.

- C) The borrower will be taking out an equity loan or refinancing for purposes of doing home improvements, purchasing a car or for college costs.
- D) The City will require a 90% Loan to Value limit on equity loans, and a maximum of 125% Loan to Value limit on refinancing where the borrower is able to lower their interest rate, payment or loan term. The Loan to Value ratio will include the City's HOME second mortgage balance.
- E) The City will use the Assessed Value as determined by the City Assessor's Office, Estimated Market Value consistent with valuation modules permitted by the first mortgage's loan program, or appraised value, whichever is higher, to determine the property value.
- F) Closing costs and fees for the proposed refinancing loan or equity loan must be no more than 3% of the proposed new loan amount.

Written requests for mortgage subordinations from homebuyers with a HOME second mortgage will be accepted and reviewed by City staff. A report and recommendation will be submitted to the City of Kenosha Housing Authority Board of Commissioners for review and consideration. A processing fee of \$100 will be charged to the borrower upon approval and processing the mortgage subordination.

## **HOME PROGRAM ASSISTANCE TO BUYERS**

### ***Second Mortgage Purchase Assistance***

HOME funded second mortgage purchase assistance will be provided for up to 40% of the purchase price of homes sold by the City of Kenosha. HOME second mortgage purchase loans will be written as deferred payment loans at 0% interest for up to the first fifteen (15) years, then monthly payments will be required for the next fifteen (15) years at an interest rate of 3% annually.

On a case-by-case basis, subject to final approval by the Kenosha Housing Authority Board, the City may offer a second mortgage loan where repayment is deferred until time of sale or when the property ceases to be the principal residence of the homebuyer. This provision is also available to existing holders of City Second Mortgage Loans when refinancing. Repayment shall not be required until the borrower sells the home or it is no longer their principal residence. Such loans shall be subject to a "deferred loan fee" of 10% of the original loan amount at the time of repayment.

Second mortgage purchase assistance loans will continue to be made available to income eligible homebuyers purchasing new homes city-wide. These purchase assistance loans will be provided for up to 17% of the purchase price of the home. HOME second mortgage purchase loans for eligible homebuyers will be written as deferred payment loans at 0% interest for the first ten (10) years, then monthly payments will be required for the next twenty (20) years at an interest rate of 3% annually.

### **Closing Cost Assistance**

The City may provide a Closing Cost Assistance Grant, up to 3% of the purchase price, to eligible homebuyers through HOME Program funds. The Homeowner will be required to live in home for minimum of five years, or the grant amount will be required to be paid back in full, less a 20% reduction for every year the homeowner resides in the home.

## Recapture and Resale Provisions

The City of Kenosha anticipates that some of the first-time Homebuyer (FTHB) assistance provided with HOME funding will be a development subsidy used by the City or developer (HOME fund recipient) to produce affordable housing units. In those instances, it is expected that some of this subsidy will be a project development subsidy and this subsidy amount may not be recaptured.

### Recapture Option

This option will be used by the City to recapture the HOME funded second mortgage purchase assistance loans provided to the homebuyers if the HOME recipient decides to sell the house within the required affordability period. The homeowner is able to sell the property at whatever price the market will bear. Recaptured funds are considered HOME Program Income to be reused for any HOME-eligible activity.

The City of Kenosha will also require that rental housing developers who have been assisted with HOME funding be subject to recapture provisions in the event the owner/developer sells their property before the period of affordability has expired:

- Five (5) years when the per unit of HOME funds is less than \$15,000
- Ten (10) years where the amount of HOME funds provided is \$15,000 to \$40,000
- Fifteen (15) years where the per unit amount of HOME funds is greater than \$40,000

### Affordability periods for home ownership assistance through the HOME Program

HOME Funds Provided (Per Unit) *	Affordability Period
Less than \$15,000	5 Years
\$15,000 to \$40,000	10 Years
Greater than \$40,000	15 Years

*\*Per unit HOME Program assistance for home ownership is based on the amount of the HOME mortgage purchase assistance provided to the homebuyer. For example, if the City's HOME funded second mortgage to the buyer is \$25,000, the affordability period on the home is 10 years. Therefore, the City will provide second mortgage purchase loans with monthly payments deferred for 10 years at 0% interest. After the initial 10 years, the loan converts to a 3% monthly installment loan at 3% interest for a 20-year term.*

### Resale Option

The resale option will only be used by the City in those cases where the homebuyer declines to accept a HOME funded second mortgage to purchase a HOME Buyer Program property. This option ensures that the HOME-assisted unit remains affordable over the entire affordability term. Resale requirements under the "resale option" include the following:

- A) The new purchaser must meet HOME Program income eligibility requirements (annual adjusted income below 80% of Kenosha County median income for family size).
- B) The new purchaser must occupy the property as their principal place of residence.
- C) The sales price must be affordable to the new buyer.

- D) Affordability is defined as: Monthly payment for principal, interest, taxes and insurance (PITI) cannot exceed 40% of the purchasers gross annual income.
- E) The seller is entitled to a "fair return" on their investment upon sale of the property. "Fair Return" on investment for purposes of the City's HOME Program includes the homeowner's initial investment (first mortgage, down payment and closing costs) and any documented capital improvements to the property completed after the initial sale.

**Enforcement of the Recapture or Resale Options**

The City will use the following legal instruments to meet and enforce the requirements of the recapture or resale restrictions:

<i>HOME Requirement</i>	<i>Recapture Option</i>	<i>Resale Option</i>
Principal Residence	Deed Restriction & HOME Lien	Deed Restriction & HOME Lien
Affordability Period	Promissory Note & HOME Lien	Deed Restriction & HOME Lien
Repayment of HOME Subsidy	Promissory Note & HOME Lien	Deed Restriction & HOME Lien
Fair Return to Owner	N/A	Deed Restriction & HOME Lien
Affordable Resale Price	N/A	Deed Restriction & HOME Lien
Subsequent Buyer's Income	N/A	Deed Restriction & HOME Lien

\* HOME Lien is a document recorded as a "Rider" with the HOME Program Mortgage securing repayment of the HOME subsidy.

**Matching Funds**

The City of Kenosha intends to satisfy the Federally-mandated match requirements by using a combination of the eligible forms of match outlined in Section 92.220 of the HOME Program regulations. The City and all sub-recipients will document "match" on a per-project basis.

**Funding Reduction and Adjustment Based on Actual HUD Allocation**

If the funding level is more or less than the \$341,645 as indicated in this program description, each program activity will be adjusted by applying the same percent of funding increase or decrease equally to each activity.

**Applicability of this HOME Program Description**

The 2013 HOME Program Description shall supersede any and all previous HOME Program Descriptions in regard to the purposes and use of HOME Program funds.

Approved by City of Kenosha HOME Program Commission: September 19, 2012

Approved by Common Council: November 5, 2012

## CITY OF KENOSHA HOME SALES POLICY

Homes for sale through the City of Kenosha HOME Program will be advertised and sold on a first-come-first-served basis.

### **Applicant Requirements**

Applicants must meet the following requirements:

- U.S. citizenship or "Qualified Alien" status (as defined by HUD)
- 18 years of age or older
- Must meet the City's income limits for HOME Program
- Cannot own any real estate at time of closing
- Good verifiable credit rating
- Adequate verifiable income to support home ownership
- Must have 3% in funds to be used towards down payment plus closing costs
- Must complete a HUD accredited Homebuyer Counseling Course

When the purchase contract is signed, a \$500 earnest money deposit is required and will be credited toward the down payment. Obtaining first mortgage loan financing from private sources is the responsibility of the applicant.

## FOR FURTHER INFORMATION CONTACT

Department of Community Development & Inspections  
625 52nd Street, Room 308  
Kenosha, WI 53140  
Phone: 262.653.4030  
Hours: 8:00 A.M. - 4:30 P.M.

## 2013 HOME Program Review & Approval Schedule

<b>Date</b>	<b>Activity</b>
By 10/05/12	Publish Public Notice for City of Kenosha Consolidated Plan/Annual Plan for CDBG and HOME Funds and Activities with a 30 Day Comment Period
11/05/12	Finance Committee Review and Consideration of 2013 Annual Plan/Consolidated Plan and 2013 HOME Program Description (Public Hearing)
11/05/12	Common Council Review and Consideration of 2013 Annual Plan/Consolidated Plan and 2013 HOME Program Description

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**HOME PROGRAM COMMISSION**  
**Minutes**  
**April 23, 2013**

MEMBERS PRESENT: Alderman Curt Wilson, Alderman Daniel Prozanski,  
Alderman Anthony Kennedy, Ronald Frederick and  
Anderson Lattimore

MEMBERS EXCUSED: Alderman Tod Ohnstad

STAFF PRESENT: Mike Maki, Tony Geliche and Jeffrey B. Labahn

*Others Present: Donna Cook, Director and Lynn Elvetici, Deputy Director from the  
Housing Authority*

The meeting was called to order at 6:05 p.m. by Alderman Wilson, roll call was taken.

A motion was made by Alderman Kennedy and seconded by Mr. Lattimore to approve the minutes from March 4, 2012. The motion passed. (Ayes 4; Noes 0)

**1. Resolution by the Finance Committee - To Amend the 2011, 2012 and 2013  
Adopted Consolidated Plans - Annual Plans Regarding the HOME Program  
Description.**

Public hearing opened, no comments, public hearing closed.

Mr. Lattimore asked if the \$160,000 of 2011 funds that must be committed to a project is still an accurate number, or has that changed? Mike Maki, Community Development Specialist, said it is a requirement from HUD that the 2011 Project Year funds are committed by June 30, 2013. We have used some of that money, so it is down to approximately \$158,600. This amount fluctuates because as people repay their loans, that program income must be used before we can use the entitlement funds. We have also recaptured money from projects that didn't meet HUD standards. Mr. Maki noted that today we are proposing to change the 2011, 2012 and 2013 descriptions to add the Tenant-Based Rental Assistance (TBRA) activity. If approved today, Staff will publish a Public Notice for a 30 day comment period. After this period the proposal will be heard by the Common Council with any comments suggested. Staff anticipates we could help as many as 40 households.

*Alderman Prozanski arrived.*

Mr. Frederick asked what is the income eligibility to get the rental assistance? Mr. Maki said it is 50% of the County median income. It will vary depending on how many people are in the household. If they are eligible, they would find an apartment, the Housing Authority would then review the apartment. If approved, the applicant would pay 30% of the rent and we would provide the rest. Mr. Frederick suggested Staff offers a range of this median income requirement. I think this will be a question from the public.

Alderman Kennedy said if this is approved, it will move on to the Finance Committee. What is the amount of the tenant-based rental assistance? Mr. Maki said tonight we are proposing to change the 2011, 2012 and 2013 program descriptions only. We will come

*HOME Program Commission*

*April 23, 2013*

back at a later meeting with a contract and the details. Alderman Kennedy thanked everyone for getting this project to this level. This change will help many people that are elderly and elderly with disabilities. Mr. Maki said the Housing Authority has certainly demonstrated that there is a need for this assistance, there are currently 159 people on the list that meet the criteria.

Alderman Wilson said Staff is expecting to assist 40 households, maybe more. Can you further explain? Mr. Maki said that 40 vouchers can be out at a time. If a slot opens because someone moves off the list, we could help someone else.

Alderman Prozanski asked how long an applicant could hold a voucher. Mr. Maki said they could have the voucher for up to two (2) years. At that time the voucher could be extended the City has available funds. Alderman Prozanski said you mentioned that 159 currently meet the criteria. Does that number include disabled, not elderly? Mr. Maki said no. Mr. Maki added that when we restrict the funds to certain people, we must demonstrate we have units available to meet those criteria. We can show we have enough interested people and the we have available units to assist Elderly people. Alderman Prozanski asked if this program would help a single mother with a disability? Lynn Elvetici, Deputy Director, Kenosha Housing Authority, said yes, if they meet the income limits.

Donna Cook, Director of Kenosha Housing Authority, said we took applications in 2009 and have 3,600 people on waiting list. We had such an overwhelming response that the list has been closed since 2009. Ms. Cook said they are in the process of purging or updating the list. We are sending a notification to their last known address and checking if they still need the assistance and meet the requirements.

A motion was made by Alderman Kennedy and seconded by Alderman Prozanski to approve the Amendment to 2011, 2012 and 2013 HOME Program Descriptions. The motion passed. (Ayes 5; Noes 0)

#### **Public Comments**

No public comments.

#### **Commissioner Comments**

No Commissioner comments

#### **Staff Comments**

Tony Geliche, Community Development Specialist, said in regards to Mr. Frederick's question, 50% of the County's median income for a household of two is \$27,850.

A motion to adjourn was made by Alderman Prozanski and seconded by Alderman Kennedy. The motion passed. (Ayes 5; Noes 0) The meeting adjourned at 6:30 p.m.

*Meeting Minutes Prepared by: Kay Schueffner, Community Development & Inspections*

·Planning & Zoning  
·Community Development

262.653.4030  
262.653.4045 FAX  
Room 308



·Building Inspections  
·Property Maintenance

262.653.4263  
262.653.4254 FAX  
Room 100

## DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140  
www.kenosha.org

Jeffrey B. Labahn, Director

**MEMO**

Richard Schroeder, Deputy Director

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

**FROM:** Michael Maki, AICP, Community Development Specialist *mm*  
Department of Community Development & Inspections

**RE:** **2013 HOME Investment Partnerships Program Contract  
between the City of Kenosha and Kenosha Housing Authority**

**DATE:** May 30, 2013

Attached is the proposed 2013 HOME Investment Partnerships Program Contract between the City of Kenosha and the Kenosha Housing Authority (KHA). The contract is to fund KHA \$400,000 to provide Tenant-Based Rental Assistance (TBRA) for up to a maximum of 40 households in the City of Kenosha over a 2 year time period. Additionally, the City would provide up to an additional \$40,000 to pay for the KHA's administrative expenses to run the program.

Applicants are selected from the existing Section 8 Waiting List. First priority for assistance is Elderly Veterans, second priority is Elderly persons with disabilities and third priority is Elderly persons without disabilities. There are a total of 159 existing applicants represented in these three groups on the Section 8 Waiting List.

TBRA is a rental subsidy that is an allowable activity that can be funded through HOME Program funds. Specifically, TBRA would be provided to tenants who are fifty (50%) or below HUD's defined area median income for Kenosha County (\$24,400 for 1 person, up to \$45,950 for 6 persons). Rental assistance is based upon the tenant's household income. The maximum amount of rental assistance is the difference between 30% of the household's adjusted monthly income and the rent limit established by HUD (\$624 for a 1-bedroom unit, to \$1,163 for a 3-bedroom unit). The current average amount of assistance provided for Section 8 voucher holders in the Elderly population is \$398 per month.

The City is proposing TBRA at this time due to a demonstrated need for the assistance in this population segment. Additionally, the City has 2 years to commit its HOME funds to a project. At this time, the City needs to commit the remainder of its 2011 Entitlement Funds by June 30, 2013 or the City will lose the ability to use the funds for HOME activities. Along with the Entitlement Funds, if the City has Program Income (loan repayments and proceeds from sale of City homes), the Program Income Funds must be used first, prior to Entitlement Funds. The total amount that needs to be committed (based upon the remainder of 2011 Entitlement Funds, existing loan repayments and pending Offers to Purchase City homes) has been estimated to be approximately \$400,000. The approval of the TBRA contract with the KHA will commit the funds by the City's June 30, 2013 deadline. Additional information is provided in the HOME Program Commission report.

Please contact me at 653.4038 if you have any questions regarding the proposed contract to provide TBRA.

MM:kas  
Attachment

**2013 HOME Investment Partnerships Program Contract between the City of Kenosha and Kenosha Housing Authority.**

**ANALYSIS:**

- The attached contract is a two-party contract between the KHA and the City of Kenosha to provide Tenant-based Rental Assistance (TBRA) for up to forty (40) households in the City of Kenosha through the KHA.
- TBRA is a rental subsidy that can be used to help individual households with rent and security deposits. It would be patterned after the Section 8 Program.
- The HOME Program Commission asked Staff to research the use of HOME funds for TBRA. Staff has worked with the Kenosha Housing Authority to provide documentation on the Elderly population on its Section 8 Waiting List. The Housing Authority has documented that there are 72 Elderly applicants with disabilities, and 87 Elderly applicants without disabilities on its waiting list. Elderly Veterans need to be documented, but will be done through an applicant verification and update process through the Housing Authority.
- The assistance would be provided as follows:
  - First Priority - Elderly Veterans
  - Second Priority - Elderly persons with disabilities
  - Third Priority Elderly persons without disabilities who are currently on the Section 8 Waiting list. (*Elderly, as defined by HUD, is age 62 and greater.*)
- TBRA moves with the tenant and the level of subsidy varies based upon the household income. The maximum amount of rental assistance is the difference between thirty (30%) percent of the households adjusted monthly income and the rent limit. Rent limits are between \$624 for a 1-bedroom unit, to \$1,163 for a 3-bedroom unit.
- Tenants are provided a voucher and must search for their own unit. An HQS inspection is completed by the KHA and the rent subsidy is calculated for the unit. If the tenant desires a unit that rents higher than the rent limit for the unit type, the tenant pays the difference above the rent limit, in addition to their 30% share.
- Under the contract, TBRA will be provided to tenants who are fifty (50%) percent or below HUD's area median income. This would be \$24,400 for 1 person, up to \$45,950 for 6 persons.
- The City is required to commit HOME Entitlement funds within two (2) years of receiving its funds. At this time, the City is required to commit the remainder of its 2011 HOME funds by June 30, 2013 or the City will lose the ability to use the funds for HOME eligible activities.
- If the City has any Program Income (PI) Funds on hand, those funds must be used prior to any Entitlement funds. This requirement then increases the amount that the City must commit to a project. At this time, due to loan repayments, insurance proceeds and pending PI that the City will receive from the sale of City homes, the City needs to commit \$400,000 to a project by June 30, 2013.

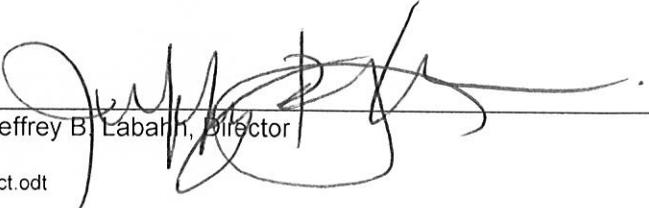
**2013 HOME Investment Partnerships Program Contract between the City of Kenosha and Kenosha Housing Authority.**

- Tenant-based Rental Assistance will allow the City to commit the required funds by June 30.
- The contract establishes that a maximum of \$400,000.00 will be provided to the KHA to provide TBRA over a two (2) year time period. Additionally, the City will compensate the KHA for administrative costs used to run the program for the City, up to a maximum of \$40,000.00 over the contract period.
- TBRA may only assist individual households for a maximum of two (2) years. Contracts can be renewed subject to the availability of HOME funds.

**RECOMMENDATION:**

A recommendation is made to approve the contract between the City of Kenosha and Kenosha Housing Authority to provide tenant based rental assistance.

  
\_\_\_\_\_  
Mike Maki, AICP, Community Development Specialist

  
\_\_\_\_\_  
Jeffrey B. Labahn, Director

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**2013 Home Investment Partnerships Program Contract  
Between The City of Kenosha  
and  
City of Kenosha Housing Authority**

**THIS CONTRACT** "Contract" is entered into by and between the **CITY of Kenosha**, a municipal city of the State of Wisconsin, with offices at 625 52nd Street, Kenosha, hereinafter called the "**CITY**", and the **City of Kenosha Housing Authority** a Wisconsin Public Housing Authority, with offices at 625-52nd Street, Room 98, Kenosha, hereinafter called the "**KHA**".

**WHEREAS**, the United States Government, through Section 92 of the National Affordable Housing Act of 1990, Title II, has created the Home Investment Partnerships Program (HOME), referred to herein as 24 CFR 92, which allows Entitlement Cities to elect to administer HOME activities through a Public Housing Authority, subject to certain conditions, and is incorporated herein by reference, as amended, in its entirety; and,

**WHEREAS**, the CITY has elected to administer the HOME Program, through the Department of Community Development & Inspection hereinafter called the "**DEPARTMENT**"; and,

**WHEREAS**, the KHA has submitted to the DEPARTMENT documentation on Elderly and Disabled applicants on its Housing Choice Voucher Waiting List, on reliance upon the representations set forth in the documentation, the CITY approves an award totaling **\$400,000** of HOME funds to the KHA to be used for a HOME Program Tenant Based Rent Assistance Program; and,

**WHEREAS**, this Contract is distinguished from all previous contracts between the KHA and the CITY and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, the CITY and the KHA agree to the provisions set forth in the following pages which are in the General Contract Terms to include Attachments 1, 2, 3 and 4, thereto all of which are attached hereto and incorporated herein by reference.

**GENERAL CONTRACT TERMS**

**1. Program Goals**

The KHA agrees to accomplish the following HOME Goals:

- A) Operate the HOME Tenant Based Rent Assistance (HOME TBRA) Program in accordance with the guidelines set forth in the Federal Register, 24 CFR Part 92, (HOME Investment Partnerships Program Final Rule), the U.S. Department of Housing and Urban Development Notice CPD 96-07, attached hereto as Attachment 4 (Guidance on Tenant-Based Rental Assistance under the HOME Program), and the KHA Section 8 Program Administrative Plan with the exceptions listed in this contract.
- B) Screen prospective tenants for eligibility for the Program. KHA shall use 100% of the HOME funds to benefit households whose initial adjusted income is 50% or less of Kenosha County median income adjusted for family size.

**2. Funding Schedule and Reimbursement**

The HOME funds are to be allocated and committed according to the schedule and program

established in Attachment 1.

Instructions for HOME TBRA funding and administrative cost reimbursement associated with this Contract are listed in Attachment 2.

### **3. Compensation**

- A) In consideration of the KHA's satisfactory performance of the work required under this Agreement and the KHA's compliance with the terms of this Agreement, the CITY shall provide the KHA a total of **\$400,000** in HOME funds. In addition, an administrative fee of \$58 per leased unit shall be paid per month, not to exceed 10% of the funds drawn in each calendar year, or a maximum of \$40,000 over the contract period. Such HOME funds shall be used by the KHA in accordance with the activities listed and budgeted on Attachment 1. Administrative funds will be disbursed for actual costs incurred in the administration of this contract. Documentation that supports the utilization of administrative funds must be maintained.
- B) The KHA understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the CITY may terminate or amend this Agreement and will not be obligated to pay the KHA.
- C) The KHA shall not anticipate future funding from the CITY beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by CITY to expend funds beyond the termination of this Agreement.

### **4. Cash Management**

The KHA will be responsible for requesting HOME funds from the Department using the forms and procedures provided by the Department. Disbursements may not be requested until needed for payment. Disbursements will be made only to the KHA. The KHA is responsible for the disbursements of funds to eligible rental housing providers and vendors.

### **5. Depositories for Program Funds**

The KHA must establish a separate account in a local financial institution for the receipt, deposit, and disbursement of HOME TBRA Program funds from the CITY. The local account will also be used for the deposit and disbursement of repayments of HOME funds. Program income must be disbursed prior to requesting HOME funds from the CITY.

### **6. Program Income**

HOME Program Income is the income received by the KHA that is directly generated from the use of HOME funds or matching contributions. Program income includes, for this project, HOME Program income would be derived from returned rent assistance payments.

The KHA must certify that all program income will be separately recorded and accounted. All program income must be budgeted and expended on HOME eligible projects in accordance with the HOME Program regulations (24 CFR Part 92). Any HOME Program Income funds must be expended first, prior to drawdown of any new HOME Program Entitlement funds, as defined in 24 CFR 92.500 and 24 CFR 92.503.

## 7. Reversion of Funds and Assets

All funds not expended or committed by the KHA pursuant to this Contract and approved by the DEPARTMENT for the services described in Attachment One shall be unavailable to KHA, unless specifically authorized by the DEPARTMENT Director.

Upon expiration of this Agreement, the KHA shall transfer to the CITY any HOME funds on hand at the time of expiration of said contract and any accounts receivable attributable to the use of HOME funds.

Should the KHA decide, following grant closeout, to discontinue using program income for HOME-eligible activities, the KHA agrees to return the program income balance and any additional income accrued to the CITY within thirty (30) working days from the end of each calendar year.

## 8. Obligations of KHA

- A) All of the activities required by this Agreement shall be performed by personnel of the KHA, except that those services provided by a certified HQS Inspector may be contracted to a third party under the direct supervision of the KHA and in accordance with the terms of written contracts.
- B) A certified Housing Quality Standards, (HQS), inspector will perform all initial, annual, and/or special unit inspections. Inspections shall be in accordance with guidelines provided in 24 CFR 982.401.
- C) The KHA will adhere to lead-based paint program requirements for all units. This requirement applies to tenants requesting security/utility deposits as well as to those applying for rental assistance coupons. During initial and periodic inspections, an inspector acting on the behalf of the KHA and trained in visual assessment for deteriorated paint surfaces in accordance with procedures established by HUD shall conduct a visual assessment of all painted surfaces in order to identify any deteriorated paint (24 CFR Part 35.1215 (a)(1)). The visual assessment must take place as part of the initial and periodic inspections required by HUD (24 CFR Part 35, Sec. 92.209(i)). TBRA funding cannot be provided until the unit passes the lead-based paint visual inspection.
- D) If during the course of an annual or periodic inspection, the visual inspection reveals deteriorated lead-based paint, the owner shall stabilize each deteriorated paint surface in accordance with 24 CFR Part 35.1330(a) and (b). Such paint stabilization must be completed within 30 days of notification to the owner of the results of the visual assessment. Depending upon the scope of the work undertaken to stabilize the paint, and if necessary, the owner at his/her expense, is responsible for relocating the tenants to a comparable, safe, and sanitary dwelling free of lead-based paint while the work is taking place. Paint stabilization is considered complete when clearance is achieved in accordance with 24 CFR Part 35.1340. The owner shall provide a notice to occupants in accordance with 24 CFR 35.125(b)(1) and (c) describing the results of the clearance examination.
- E) The KHA will provide lead-based paint disclosure information to all tenants and landlords. Optional blood level verification forms will be provided to tenants with children under age 6 who have selected units that were constructed prior to 1978. Addresses of tenants with children under age 6 living in pre-1978 structures will be provided to the Local Health Department quarterly. (Refer to 24 CFR 35.1225)

## 9. Agreements with Housing Providers

The KHA shall insure a written Housing Assistance Payment Agreement and a lease are executed with each assisted housing unit owner participating in HOME. Owner agrees to abide by the applicable terms set forth in the HOME Program TBRA Lease and Housing Assistance Payments Agreement and which will be in effect for the duration of each project's period of affordability.

## 10. Eligible Forms of Financial Assistance

Eligible forms of financial assistance are Tenant Based Rent Assistance utilizing the Section 8 Housing Choice Voucher program model, as well as security deposit assistance.

Security Deposit assistance may also be provided to participating households to help them secure an eligible housing unit to rent through the HOME TBRA Program.

## 11. Kenosha Housing Authority Section 8 Administrative Plan and Exceptions for the HOME TBRA Program

The KHA will administer and operate the HOME TBRA Program under their current administrative policy for the Section 8 Housing Choice Voucher Program with the following exceptions:

- A) To implement its tenant selection policies for the HOME TBRA Program in a fair and orderly manner, the KHA will use its existing Section 8 Waiting List for preference for assistance through the HOME TBRA Program. Assistance through the HOME TBRA Program will be restricted to City of Kenosha residents and the following special needs Elderly groups that are currently on the Section 8 Waiting List. Elderly is defined by HUD as age 62 or greater.
  - 1. Elderly Veteran household – First Priority
  - 2. Elderly with disabilities household – Second Priority
  - 3. Elderly (no disabilities) household – Third Priority
- B) Households on the Kenosha Housing Authority's Section 8 Waiting List when selected for HOME-funded Tenant Based Rent Assistance must remain in their place on the waiting list while receiving the HOME Tenant Based Rent Assistance. If a Section 8 Voucher becomes available through turnover or additional Section 8 budget authority and the next eligible family on the KHA'S Section 8 waiting list is a HOME TBRA recipient, that family must be offered a Section 8 Voucher. The KHA should monitor openings on its Section 8 Waiting List on a monthly basis to offer Section 8 assistance to HOME TBRA recipients, when available.
- C) All households receiving HOME Program Tenant Based Rent Assistance under this contract must reside in approved housing units located within the CITY of Kenosha boundary limits. No portability of HOME TBRA outside of the CITY of Kenosha will be allowed.
- D) All households and individuals participating in the HOME TBRA Program shall be required to participate in the KHA's Self Sufficiency program as a condition of receiving assistance.
- E) Security Deposit Assistance is an eligible activity under the HOME TBRA Program as described in the HOME Program Final Rule at 24 CFR 92.209.

The maximum security deposit assistance that may be provided is the equivalent of two (2) months rent for the unit.

- F) HOME TBRA Program assistance may be provided to eligible households and individuals for up to 24 months.
- G) HOME TBRA Housing Assistance Payment Contracts may not exceed 24 months. However, contracts may be extended based on availability of HOME or additional HOME funds being made available.
- H) The lease between the landlord and tenant may not contain any prohibited lease terms per 24 CFR 92.253(b).

## **12. Project Property Standards**

At a minimum, properties assisted through the HOME are subject to the following property standards:

- A) Department of Housing and Urban Development Housing Quality Standards (HQS)

## **13. Environmental Review and Historic Preservation Review**

The CITY will be responsible for compliance with Environmental Review and Historic Preservation reviews as required for the HOME Program. HOME Tenant Based Rental Assistance is categorically excluded activity not subject to an environmental review or compliance determination under 24 CFR 58.35(b) requirements. The CITY will document that the activity under this agreement is a categorical exclusion not subject to 24 CFR 58.35(b) authorities, and will document the CITY'S Environmental Review Records as such.

## **14. Nondiscrimination**

- A) In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex orientation, sex or national origin, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex orientation, sex or national origin. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved, setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex orientation, sex or national origin.
- B) No person in the United States shall, on the grounds of race, color, sex orientation, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- C) The KHA will cause the foregoing provisions to be inserted in all subcontracts, if any, for any

work covered by this Contract, so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## 15. Equal Opportunity and Affirmative Action

In connection with the performance of work under this contract, the KHA will comply with the fair housing and equal opportunity requirements contained in 24 CFR 92.350.

These include:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR 1)
- The Fair Housing Act (P.L. 100-430)
- The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973
- Executive Order 11063
- Executive Order 11246 and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR 60)
- Section 3 of the Housing and Urban Development Act of 1968, as amended
- The KHA shall make efforts to encourage the use of minority and women-owned and locally-owned business enterprises in activities associated with HOME. The KHA shall keep records of the extent (number and dollar amount) of participation by minority and women-owned businesses, including owners, and assess the results of its efforts to encourage the use of these businesses as set forth in 24 CFR 92.350.
- All contracts of Ten Thousand Dollars (\$10,000) or more require the submission of a written affirmative action plan.
- KHA with an annual work force of less than ten employees and/or local governments are excluded from this requirement. No later than 30 days after the award of the Contract, the written affirmative action plan shall be submitted to the CITY.
- The KHA shall adopt appropriate procedures as set forth in 24 CFR 92.350 and 9 2.351.

## 16. Audits, Reporting, and Record Keeping

**Audits.** The KHA shall comply with the single audit requirements of the U.S. Department of Housing and Urban Development, where required.

**Reporting.** The KHA agrees to submit all required forms and reports in a complete and timely manner as described in Attachment 4 and to comply with all other applicable regulations including 24 CFR 92.

**Record Keeping.** The KHA agrees to retain at a minimum, all records including, written agreements pertinent to the Program, required under 24 CFR 92.508 for a period of **five (5) years** after the period of rental assistance terminates except as laws and regulations may require

longer retention.

The KHA shall provide for full and timely disclosure of records and documents relating to the Program consistent with federal, state, and local laws. Documents related to the Program shall be made available at the KHA'S office during normal working hours for citizen review upon request.

The Department, the Inspector General of HUD, the Comptroller of the United States, or any other duly authorized representative shall have access to all books, accounts, records, files, and other papers or properties of the KHA pertaining to the use of the Program funds.

#### **17. Conflict of Interest**

The KHA agrees to comply with conflict of interest rules as set forth in 24 CFR 92.356.

#### **18. Administration**

The KHA is responsible for ensuring that HOME Program Funds are administered in accordance with all federal requirements, applicable OMB Circulars, federal and state laws and this Contract in effect for the duration of each project's period of affordability.

#### **19. Amendments**

This Contract may be amended only by written agreement between the CITY and the KHA. A variance in the attachments is permissible subject to the discretion of the City.

#### **20. Adjustment to Funding**

The CITY, based on a reasonable judgment reserves the right to have sole authority to adjust any part of or all fund allocation levels at any time.

All allocations under this Contract are subject to the continued availability of funding from the appropriate source.

#### **21. Contract Termination**

This Contract shall terminate upon the KHA fulfilling all obligations under this Contract. Termination of this Contract does not relieve KHA from the obligations stated in Sections 6 and 7 of this Contract relating to Program Income and the Reversion of Funds and Assets.

#### **22. Indemnification**

The KHA agrees that it shall be solely responsible for all administrative monitoring and enforcement responsibilities under applicable HUD regulations, and this Contract, and that it indemnifies and holds the CITY and the Department harmless from any resulting legal or administrative actions, lawsuits, and liability resulting from this Contract, or any other CITY or Department representations or actions regarding this project. The KHA and the CITY agree that for any acts performed or omitted to be performed under or arising out of the Contract, no officer, employee, or agent of the CITY shall be subject to any personal liability.

#### **23. Captions and Terms**

The captions used in this Contract are inserted only as a matter of convenience and for reference

and in no way define, limit, or describe the scope or intent of this Contract. Terms used but not specifically defined herein shall have the meaning specified in the HUD regulations and related documents.

**24. Partial Invalidity of Contract**

Should any part, term, or provision of this Contract be decided by a court to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

**25. Attachments**

All attachments to this Contract are incorporated as if fully set forth herein.

**26. Notices**

All notices, demands, or requests required or permitted under this Contract shall be in writing for the parties and delivered either by hand or certified mail, receipt requested, to the addresses listed below. Notices shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail, return receipt requested.

To the CITY: Director  
Department of Community Development & Inspection  
CITY of Kenosha  
625 52nd Street, Room 308  
Kenosha, WI 53140

To the KHA: Executive Director  
Kenosha Housing Authority of the CITY of Kenosha  
625-52nd Street, Room 98  
Kenosha, WI 53140

**CITY OF KENOSHA, A MUNICIPAL CORPORATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Keith G. Bosman, Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Debra L. Salas, CITY Clerk/Treasurer

**KHA, CITY OF KENOSHA HOUSING AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Shawnelle L. Gross, Chairman

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Donna Cook, Executive Director/Secretary

**27. Authority**

CITY enters into this Contact by authorization of action taken by its Common Council on the \_\_\_ day of June, 2013.

KHA enters into this Contract by authorization of action taken by its Board of Directors on the \_\_\_ day of May, 2013.

## ATTACHMENT ONE

1. The purpose of the HOME Program funding under this contract is to provide the KHA with funding to administer a HOME Program Tenant Based Rent Assistance Program in accordance with the following rules and regulations:
  - A) The U.S. Department of Housing and Urban Development HOME Investment Partnerships Program Final Rule at 24 CFR Part 92; and
  - B) The U.S. Department of Housing and Urban Development Notice CPD 96-07 (Guidance on Tenant-Based Rental Assistance under the HOME Program); and
  - C) The CITY of Kenosha Housing Authority Section 8 Program Administrative Plan with the exceptions listed in this contract.
2. The HOME TBRA project funds under this contract are awarded in the amount of \$400,000.00 for Project expenses, and \$58 per leased unit per month (not to exceed 10% of the funds drawn in each calendar year) for Administrative expenses through March 31, 2016.
3. The HOME TBRA under this contract funds shall be committed for up to forty (40) specific Tenant Based Rental Assistance Projects projects by March 31, 2014, and disbursed by March 31, 2016.
4. HOME TBRA funds may be provided under a rental assistance contract for an eligible household for up to twenty-four (24) months, but may be renewed, subject to availability of HOME TBRA funds. For the HOME TBRA Program the KHA will use a twelve (12) month rental assistance contract, which may be renewed based upon availability of HOME TBRA funds.
5. HOME TBRA funds under this contract may also be used to provide Security Deposit Assistance to participating eligible households receiving HOME TBRA. The HOME Security Deposit Assistance is intended to help program participants secure an eligible housing unit and is limited to the amount of two (2) months rent for the unit to be assisted under the HOME TBRA Program.
6. HOME TBRA programs cannot provide assistance for ineligible assistance and/or damage claims.
7. The KHA understands that client cannot be receiving rental assistance elsewhere. For example, a client that receives TBRA cannot receive project-based rental assistance also.
8. The HOME TBRA Program must only be used for eligible housing units within the boundaries of the CITY of Kenosha. No portability of HOME TBRA is allowed.

## ATTACHMENT TWO

### City of Kenosha HOME Tenant-Based Rental Assistance (TBRA) Program Guidelines

#### 1. GENERAL PROGRAM INFORMATION:

The City of Kenosha has allocated HOME Program funding to support a HOME Tenant-Based Rental Assistance (HOME TBRA) Housing Assistance Program for households meeting the Eligibility Requirements identified below.

#### 2. ELIGIBLE HOUSEHOLDS/TARGET POPULATION:

Eligible households for the HOME TBRA program must have adjusted household income below 50% of Kenosha County Median income adjusted for their family size.

Additionally, assistance through the HOME TBRA Program will be restricted to City of Kenosha residents and the following special needs groups that are currently on the Section 8 Waiting List:

- A. Elderly with disabilities household;
- B. Elderly Veteran household; and
- C. Elderly (no disabilities) household

#### 3. GRANTEE ACTION PLAN:

The local Grantee Agency will be responsible for completing a Grantee Action Plan ("Plan") that is responsive to local needs and priorities and that establishes appropriate affirmative outreach, referral and participant selection policies. The Plan must be submitted in the format prescribed by City of Kenosha.

To ensure compliance with HOME rules and regulations, the Plan requires City of Kenosha approval **prior to implementation**. Once approved, amendments to the Plan can be initiated by the Grantee, but must be submitted to and approved in writing by, City of Kenosha **prior to implementation**.

#### 4. PARTICIPANT ELIGIBILITY CERTIFICATION BY GRANTEE:

In order to receive HOME TBRA funds, the Grantee must commit to providing continuing outreach and Self Sufficiency program support to the participating households to support success in achieving and maintaining housing stability within a two-year period.

**5. GENERAL ADMINISTRATIVE STRUCTURE:**

- A. The Grantees program must provide and document appropriate supportive services and administrative support to administer the HOME TBRA funds.
- B. The Grantee will maintain primary responsibility for all issues of consumer management, housing placement, tenant-landlord relations, housing unit initial and annual inspections, assurance of all necessary certifications/verifications and program accountability and documentation.
- C. The Grantee will have a written Memorandum of Understanding with other service providers pertinent to provision of long-term support for tenants when that support is essential to the implementation of the Grantee Plan.

**6. ADMINISTRATIVE COSTS:**

HOME funds may be used to pay for reasonable planning and administrative expenses associated with operating a TBRA program. Such expenses are subject to the HOME 10 percent (10%) limitation on administrative costs.

General management, oversight, and coordination are administrative costs. They include staff salaries, wages and other costs related to executing HOME TBRA activities.

Other examples of eligible administrative costs:

- Data collection/reporting
- Program planning
- Form development

**7. INCOME LIMITS, DEFINITION OF ANNUAL / ADJUSTED INCOME AND VERIFICATION REQUIREMENTS:**

- A. Income limits are established by household size and revised annually by the U. S. Department of Housing and Urban Development (HUD). In order to be eligible, program participants' total Gross Annual Income must be at or below the applicable income limit as defined by Grantee.
- B. Income must be verified with a third party before assistance is provided and re-examined at least annually thereafter. Gross and Adjusted Annual Income are calculated using the Section 8 definitions of income and allowances.
  - 1. Income Limit at Admission: Household Gross Annual Income must be at or below 50 percent of the area median income.
  - 2. Income Limit after Admission: Assistance must be terminated if the household's Gross Annual Income goes above 80 percent (Lower Income Limit) of the area median income at the end of one year of participation. The owner and the family must receive at least 30 days written notice of the termination.

8. **FAMILY CONTRIBUTION, MINIMUM FAMILY CONTRIBUTION AND MAXIMUM TBRA SUBSIDY:**

- A. **Family Contribution:** Participating households must pay 30% of Adjusted Monthly Income towards rent and utilities.
- B. **Minimum Family Contribution:** Zero (i.e., family reports no income – 30% x \$0 = \$0)
- C. **Maximum TBRA Subsidy:** The TBRA subsidy may not exceed the difference between the established HOME Rent Standard and Family Contribution identified above. The HOME Rent Standard is the same as the KHA's Section 8 Housing Choice Voucher Program Payment Standard.

9. **OUTREACH TO ELIGIBLE HOUSEHOLDS:**

The Grantee will utilize its existing Section 8 Waiting List for TBRA. At such time as when all Eligible Households, as defined in Section 2, are exhausted, the Grantee shall implement the following outreach policy.

The Grantee has an obligation to ensure that information about the program reaches the broadest possible range of potentially qualified applicants. To further fair housing objectives, the Grantee should identify those households 'least likely to apply' and determine what special outreach activities will ensure that this population is fully informed about the program.

HOME TBRA must be affirmatively marketed to all qualifying members of the target population and/or special needs group identified in the Plan. To ensure that program access is not limited to a particular facility's or program's clients, the Grantee's marketing approach must be included in the Plan and must address: (1) *how* the program will be announced (i.e., identify specific outreach and marketing strategies); (2) *where and for how long* applications will be taken (i.e., at one site or more); (3) *when* applications will be accepted (i.e., daily, during normal working hours or extended hours, for a specific time period, etc.); and (4) the method for taking applications (i.e., in person, by mail).

10. **WRITTEN TENANT SELECTION POLICY:**

Each Grantee must have a written tenant selection policy that clearly specifies how families will be selected to receive assistance. The tenant selection policy must be clearly identified in the Plan. Participation (admission to the waiting list and receipt of program benefits) may be restricted to persons/households who are residents within the grantee's identified target population so long as basic fair housing requirements are met.

If admission is restricted (targeted), the assistance must be available to all persons who fall into the target population identified in the Plan. **Access to the waiting list and subsequent rental assistance cannot be limited to a particular service**

**provider agency or service program.** It can, however, be targeted to a particular category or class (i.e., households participating in transitional housing, homeless households, Family Self Sufficiency Program services, etc.). Although participants may be required to obtain services required to live independently, they must be free to choose where those services are provided.

**Requiring Continued Participation in Support Services:**

If HOME TBRA Housing Assistance is targeted to participants requiring support services (i.e., Family Self Sufficiency Program, Case management, Mental Health or AODA services etc.), continued participation in those services may be a condition for continued receipt of HOME TBRA assistance if it is:

1. Stated in the Grantee Action Plan, Tenant Selection Plan and any other such program and marketing materials;
2. Directly related to the strategy for serving persons with special needs;
3. Applied to all participants (depending on their needs); and
4. Stated in any agreement between the program and the participant.

**11. USING A WAITING LIST:**

The demand for rental assistance is far greater than available resources. The Grantee will maintain the names of all applicants who are apparently eligible on the waiting list. As a result, a waiting list must be maintained to ensure that households are selected for assistance in a fair and equitable manner. Applicants who are determined ineligible must be notified in writing of this decision and offered the opportunity to appeal the decision (see section entitled 'Denying and Terminating Assistance' below for more details).

The Grantee has several options regarding maintenance of the waiting list. Therefore, the Grantee Action Plan must identify how the waiting list will be created, if reopened, and maintained. Identified below are several options the Grantee may want to consider when establishing its waiting list procedures:

1. Order in which assistance is offered (i.e., approved preference selection policy based on aggregate needs, local residency preference, first come-first served; lottery, etc.)
2. Length and time of waiting list (i.e., maintain list for a fixed period of time such as 6 months and then start over; accept applications for a fixed period of time and do not open again until all eligible applicants receive assistance; continuously take applications; etc.)
3. Severity or intensity of need

The Grantee must document the date on which assistance was offered to all

households to verify that the order of selection is consistent with the waiting list. The offer date must be recorded and placed in the applicant's file.

**Effect of HOME TBRA on Households Status on Section 8 Waiting List:** The HOME statute requires that HOME TBRA recipients who have also applied for Section 8 assistance (either project or tenant based) retain, for the purpose of the Section 8 waiting list, any tenant selection preference for which they qualified at the time HOME TBRA was provided. This policy enables households to receive HOME TBRA without jeopardizing the opportunity to receive Section 8 assistance.

Households on the Kenosha Housing Authority's Section 8 Waiting List when selected for HOME TBRA Program must remain in their place on the waiting list while receiving the HOME TBRA.

## **12. PROHIBITION AGAINST DUPLICATIVE RENTAL ASSISTANCE:**

Participating households cannot receive HOME TBRA if they are receiving rental assistance under another Federal, state or local rental assistance program **IF** the HOME subsidy would result in duplication of subsidies. However, if another rental subsidy program does not provide assistance sufficient to lower a tenant's rental payment to 30 percent of their monthly adjusted income, HOME TBRA could be provided as supplemental assistance to further reduce the tenant's rent payment to 30 percent of monthly adjusted income.

## **13. INELIGIBLE USES OF TBRA ASSISTANCE:**

TBRA **cannot** be used to:

- Make commitments to specific owners for specific units/projects. Tenants must be free to use the assistance in any eligible unit;
- Assist resident owners of cooperative housing that qualifies as home ownership housing. TBRA may, however, be used by a tenant who is renting from a cooperative unit owner;
- Prevent displacement of, or provide relocation assistance to, tenants as a result of activities other than the HOME Program.
- Provide TBRA to homeless persons for overnight or temporary shelter. The HOME TBRA subsidy must be sufficient to enable the homeless person to rent a transitional or permanent housing unit that meets Housing Quality Standards (HQS) and City of Kenosha Property Maintenance Code Standards.

## **14. RENTAL UNITS OWNED BY GRANTEE OR SUB-GRANTEE (i.e. Other Participating Program Partner):**

The assisted unit **cannot** be owned by the Grantee or other partner agencies **unless an exception is approved in writing by City of Kenosha**. In order to be considered for an exception, the Grantee must submit a written request to City of Kenosha. The request must, at a minimum, include the following information:

- An explanation why the exception is necessary/appropriate; **and**

- A rent reasonableness analysis on a form prescribed by City of Kenosha to demonstrate cost effectiveness; **and**
- Documentation of adequate outreach to owners so as not to limit access; **and**
- Assurance that occupancy of the unit is not a 'requirement' placed on the participating household and that they have a free choice of units.

## 15. RENT STANDARDS:

### 1). **Payment Standards**

HOME Payment Standards are per HUD Notice: CPD 96-07.

For each unit size, the rent standard may not be less than 80% of the published Section 8 Existing Housing fair market rent (FMR) in effect when the Grantee adopts its rent standard amount.

For each unit size, the rent standard may not be more than the FMR or HUD-approved community -wide exception rent (discussed below) in effect when the Grantee adopts its rent standard amount.

For not more than 20% of the total number of units assisted in their TBRA program, the Grantee may approve, on a unit-by-unit basis, a subsidy based on a rent standard that exceeds the applicable FMR by up to ten percent (10%).

### 2). **Contractor and Tenant Rent Contributions**

The maximum amount of subsidy the Grantee may provide to a family is the difference between 30% of the family's monthly adjusted income and the payment standard established by the Grantee for the size of unit the family will occupy. The Grantee contribution toward rent may vary each year because the family relocates, the rent on the unit increases or decreases, or the family's income changes.

The Grantee also must establish a minimum tenant rent contribution. If the Grantee is assisting a tenant with a very low-income, that contribution may be minimal.

## 16. UTILITY ALLOWANCE SCHEDULE – ADJUSTING FOR TENANT-PAID UTILITIES:

Utility Allowance Schedules are used to estimate the average cost of utilities for typical types of housing (single family, duplex/townhouse, apartment, etc.) and for various utilities (natural gas, propane, electricity, etc.). Telephone and cable/dish TV are not considered utilities for this purpose.

The household's contribution is intended to cover both rent and utilities. If all utilities are included in the rent, the household's entire contribution goes to the owner. However, this is rarely the case. Most tenants are responsible for payment of at least some utilities and in some instances may receive a Utility Reimbursement.

### Grantee Utility Allowance Schedule:

1. Use local Public Housing Agency's Section 8 HOME Program TBRA Voucher Program Utility Schedule.

Below are two examples (with and without a Utility Reimbursement):

### **Example #1 – No Utility Reimbursement**

#### **Assumptions:**

Monthly Adjusted Income = \$1000  
Total Tenant Contribution = \$300 ( $\$1000 \times .30$ )  
Rent for Unit = \$575  
Utility Allowance = \$75 (gas & electricity)  
Gross Rent = \$650 ( $\$575 + \$75$ ) – Note this is higher than the Rent Standard  
Rent Standard = \$600  
**Maximum Subsidy = \$300** ( $\$600$  Rent Standard -  $\$300$  Total Tenant Contribution)

#### **Calculating Subsidy Payment:**

\$600 - Lesser of Rent Standard or Gross Rent  
~~(\$300)~~ – Total Tenant Contribution (30% of Monthly Adjusted Income)  
\$300 - Subsidy Payment

#### **Calculating Tenant Rent to Owner:**

\$575 – Rent to Owner  
~~(\$300)~~ – Subsidy Payment  
\$275 – \*\*Tenant Rent to Owner

**\*\*Note:** Tenant is also responsible for paying gas and electricity

### **Example #2 – Includes a Utility Reimbursement to Tenant**

If the Gross Rent (Rent to Owner + Utility Allowance) for the unit is less than the Rent Standard **AND** the Total Tenant Contribution is less than the Utility Allowance, a Utility Reimbursement may occur (NOTE: both of these conditions must exist in order to have a Utility Reimbursement).

#### **Assumptions:**

Monthly Adjusted Income = \$167  
Total Tenant Contribution = \$50 ( $\$167 \times .30$ ) – Note this is less than the Utility Allow.  
Rent for Unit = \$500  
Utility Allowance = \$75 (gas & electricity)  
Gross Rent = \$575 ( $\$500 + \$75$ ) – Note this is less than the Rent Standard  
Rent Standard = \$600  
**Maximum Subsidy = \$550** ( $\$600$  Rent Standard -  $\$50$  Total Tenant Contribution)

#### **Calculating Subsidy Payment:**

\$575 - Lesser of Rent Standard or Gross Rent  
~~(\$ 50)~~ – Total Tenant Contribution (30% of Monthly Adjusted Income)  
\$525 - Total Subsidy Payment (TSP)

(\$500) – Rent to Owner (If Less than TSP Balance is UR to Tenant)  
\$ 25 – Utility Reimbursement to Tenant

**Calculating Tenant Rent to Owner:**

\$500 – Rent to Owner  
(\$500) – Subsidy Payment to Owner (Lesser of Rent to Owner or TSP)  
\$ 0 – Tenant Rent to Owner

Tenant is responsible for paying gas and electricity and will receive \$25/month toward the expense.

**17. OUTREACH TO PROSPECTIVE OWNERS:**

The willingness of owners to participate in the HOME TBRA program significantly affects the options and opportunities available to HOME Program TBRA Voucher holders. Grantees should conduct outreach to owners of rental property to stimulate their interest in the program. Mailing program notices to owners using tax or PHA records as sources, and participating in meetings of owner and landlord associations are often effective outreach methods.

Many owners will use the Section 8 program as their frame of reference. Grantee staff should be prepared to describe how the HOME TBRA program is similar to, and different from, the Section 8 Program.

**18. UTILITY DEPOSITS:**

Utility deposit assistance may be provided in conjunction with the TBRA or a security deposit program.

**19. STATE AND LOCAL RENTAL LAWS:**

As an advocate for participating households, the Grantee must have a thorough understanding of state and local rental laws. A copy of ATCP 134 Residential Rental Practices is attached for your information.

The booklet entitled "*The Wisconsin Way, A Guide for Landlords and Tenants*", is designed to provide a basic explanation of what happens when a rental agreement is made. It serves as a helpful and informative reference tool concerning the rights and responsibilities of both the tenant and owner. A copy of "*The Wisconsin Way*" Guide is provided to each Grantee for their information and use.

**20. NONREFUNDABLE FEES, SECURITY DEPOSITS AND INVENTORY CHECKLISTS:**

A. **Nonrefundable Fees.**

Nonrefundable fees **cannot** be paid from TBRA program funds.

There may be charges in addition to the security deposit at the time tenancy begins. These charges may be reasonable and nonrefundable, such as a cleaning charge or fee for wall washing, carpet cleaning, drapery cleaning, etc. A cleaning fee does not negate the obligation of the tenant to maintain the unit in a normal sanitary manner. These nonrefundable fees or charges are separate items from the security deposit and, as such, are not covered by the security deposit law.

B. **Using Program Funds to Pay for Security Deposits.**

TBRA funds **may be** used to provide security deposit payments. A security deposit may be provided only **once** to any participating household. Whether or not the deposit is paid by the household or from program funds, **the deposit must be returned to the tenant.**

The Grantee must identify its specific policies regarding payment of security deposits in its Plan submitted to, and approved by, City of Kenosha. The Grantee's policy must provide for consistent treatment of all program participants (i.e., cannot be based on individual need – must either provide for all households or no households).

C. **General Information on Security Deposits.**

A security deposit includes any money the tenant gives the owner beyond the first month's rent (except for specifically stated nonrefundable fees), whether or not the owner defines the money as a security deposit. Wisconsin law does not limit the amount of a security deposit. Anything paid to the landlord over one month's rent is considered to be a security deposit.

The Administrative Rule ATCP 134.06 is quite specific about the procedures governing deposits. This law assigns tenant and owner responsibilities the moment the lease is signed or a unit is occupied; knowing and following the procedures from the start prevents misunderstandings. It is important that the Grantee fully understands and assists the tenant in following the required procedures.)

D. **Inventory Checklists and Major Tenant Responsibilities Regarding Security Deposits:**

In order to protect the deposit and assure its return (whether or not program funds are used), the Grantee should assist the household to understand their responsibilities as summarized below:

1. Complete an Inventory Checklist at the start of occupancy (within seven days of moving in);
2. Give the owner a forwarding address within four days after moving out. If the tenant does not do this, the right to an itemized list of damages from the owner is forfeited. However, this requirement only applies if the owner has informed the tenant of this requirement in writing within 14 days after the tenant has moved in;

3. Respond **in writing**, if he or she disputes the charges against the security deposit within 7 days of receipt of notice. It is a good practice to retain some type of proof of mailing.
4. Has a right to the refund of the security deposit if the owner does not send a list of damages within 30 days from the end of occupancy and does not file the case within 45 days from the end of occupancy.

## **21. GRANTEE LEASE REVIEW:**

The Grantee must review the owner's lease to assure that it does not include any prohibited lease provisions. The easiest way to accomplish this is to use the required Lease Addendum that nullifies any such provisions that exist in the owner's lease. This eliminates the need for an in-depth legal review of the owner's lease. In addition, the Lease Addendum includes key HOME program requirements that are not routinely included in private sector leases. To this end, the Lease Addendum provided by City of Kenosha is required for all HOME TBRA-assisted units. The lease under the HOME TBRA may not contain any of the following terms per 24 CFR 92.253(b) listed below:

1. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
2. Agreement by the tenant that the owner may take, hold or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. In that case, the owner may dispose of this personal property in accordance with state law.
3. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or the failure to act, whether intentional or negligent.
4. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant.
5. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties.
6. Agreement by the tenant to waive any right to a trial by jury.
7. Agreement by the tenant to waive the tenant's right to appeal or to otherwise challenge in court a decision in connection with the lease.
8. Agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

## 22. TERM OF LEASE:

- A. **Minimum Lease Term:** The initial term of the assisted lease should be for not less than 1 year or 12 months (**unless by mutual agreement between the tenant and owner**).
- B. **Maximum Lease Term:** No more than 2 years or 24 months.
- C. **Notice to Terminate:** The Lease Agreement must require at least 30 days written notice to terminate.

## 23. TERM OF HOUSING ASSISTANCE CONTRACT (Maximum Allowable Term is Two (2) Years or Twenty-Four (24) Months):

The term of the TBRA Housing Assistance Contract (the Contract) runs in conjunction with the term of the Lease (cannot exceed 2 years or 24 months). The Contract automatically terminates on the last day of the term of the Lease. The Lease and Contract term may be renewed based on the availability of funds but must end no later than the end date on the HOME TBRA Contract between the Grantee and City of Kenosha. If a Grantee continues to administer a TBRA program and has available funds, assistance on behalf of an individual household **can be extended** under subsequent contracts.

## 24. TERMINATION OF TENANCY:

The Owner may evict the Tenant following applicable state and local laws.

City of Kenosha has established the following minimum standards outlining when participating owners may terminate tenancy or refuse to renew a new lease. These minimum standards are included in the Lease Addendum to the Lease Agreement between the owner and participant and the corresponding Housing Assistance Contract between the owner and the Grantee.

During the term of the lease, the owner may only terminate the tenancy because of:

- a. Serious or repeated violation of the lease;
- b. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- c. Criminal activity; or
- d. Other good cause.

Owners must comply with all state and local laws. **Other requirements should only be imposed if the Grantee has a specific reason for intervening in the tenant-landlord relationship.** For example, since TBRA assistance is being used in conjunction with some other program (i.e., self-sufficiency, life-skills, etc.) in which the Grantee is providing additional counseling or support, the Grantee may want to consider requiring the owner to notify the Grantee **BEFORE** taking any termination action. At a minimum, the owner must provide the tenant with at least 30 days' written

notice of the termination. The owner must notify the Grantee in writing when eviction proceedings are begun. This may be done by providing the Grantee with a copy of the required notice to the tenant.

The Grantee's Plan must identify how termination of tenancy will affect the participant's TBRA assistance. For example, if the household is evicted for cause, the Grantee's policy must identify whether assistance will also be terminated or whether the tenant may receive assistance in another unit.

## **25. ELIGIBLE UNITS:**

TBRA participants may select units that are privately-owned. TBRA may not be provided to a family who proposes to rent a unit that receives project-based rental assistance through Federal, state or local programs, **IF** the HOME assistance would provide a duplicative subsidy (see 'Prohibition Against Duplicative Subsidy' above for more details). Under certain circumstances, City of Kenosha may approve an exception allowing the participant to self-select a unit owned by the Grantee or other participating agency. (See 'Rental Units Owned by Agency Participating in the Continuum' above for more details.)

## **26. RENT REASONABLENESS:**

TBRA assisted units must rent for a reasonable amount, compared to rents charged for comparable, unassisted units. Grantees must document the basis for their rent reasonableness determinations on a form prescribed by City of Kenosha. The prescribed form provides a rent analysis for three (3) comparable unassisted units. Key components of a comparability analysis include:

- a. Location in Community: In many markets location is the key determinant of housing price (i.e., good/safe neighborhood, close to schools/bus routes, etc.).
- b. Size: Only units of comparable size (both in terms of number of bedrooms and square footage) should be used.
- c. Rent for Unit: Amount of rent being charged by owner
- d. Utilities Included: Consider the type and fuel source of utilities.
- e. Condition: Only units in similar condition should be compared.
- f. Amenities: Consider such amenities as garage, appliances and lot size.

## **27. HOUSING QUALITY STANDARDS (HQS) & CITY OF KENOSHA PROPERTY MAINTENANCE CODE REQUIREMENTS:**

TBRA assisted units must meet Section 8 Housing Quality Standards (HQS) and City of Kenosha Property Maintenance Code requirements. The unit must pass an HQS/Property Maintenance Code Inspection prior to the effective date of the initial Housing Assistance Contract and corresponding lease executed and annually during the length of the TBRA assistance.

If a unit fails to pass an HQS/Property Maintenance Code inspection, the owner must

be notified in writing of the specific deficiencies and the necessary corrective action. Owners should be given a reasonable period of time (i.e., 24 hours for emergency conditions or 30 days for less serious conditions) to correct the deficiencies.

**28. OCCUPANCY STANDARDS/SUBSIDY ISSUANCE SIZE DETERMINATION:**

City of Kenosha has developed occupancy standards that comply with HQS requirements and specify how the number of bedrooms needed by the household will be determined as related to both: (1) determining the appropriateness of the actual unit size; and (2) calculating amount of TBRA rental assistance. **The following basic standards can be modified to take into consideration specific household composition and circumstances (i.e., pending child custody cases, chronic illnesses, family member who is absent most of the time, etc.).**

- A. **General Issuance Size/Occupancy Standard Policy (i.e., criteria used to determine size of Housing HOME Program TBRA Voucher and adequacy of actual unit):**
1. No more than two persons are required (or should) occupy a bedroom;
  2. Persons of different generations (i.e., grandparents, parents, children), persons of the opposite sex (other than spouses/couples) and unrelated adults are not required to share a bedroom;
  3. Children of the same sex (regardless of age) and couples living as husband and wife (whether or not legally married) must share the same bedroom for purpose of assigning the bedroom size on housing HOME Program TBRA Voucher;
  4. Unborn child may be considered for purpose of assigning the bedroom size on housing HOME Program TBRA Voucher.
  5. A live-in care attendant who is not a member of the family is not required to share a bedroom with another household member.
  6. Individual medical problems (i.e., chronic illness) sometimes require either separate bedroom for household members who would otherwise be required to share a bedroom or an extra bedroom to store medical equipment. (Note: Documentation supporting the larger sized unit and related subsidy is required.)
  7. In most instances, a bedroom is not provided for a family member who will be absent most of the time, such as a member who is away in the military. A larger size Housing HOME Program TBRA Voucher may be issued for an absent family member if individual circumstances warrant.
- B. Occupancy standards are used to provide consistent criteria for determining the unit size for which the household is eligible and thus, the amount of assistance to be provided. Fair housing rules permit a household to select smaller units that do not create seriously overcrowded conditions. Participants may also select larger units at their own expense (i.e., TBRA subsidy will not cover the increased cost of a larger unit). In addition to the number of bedrooms, both the size of the unit and the size of the bedrooms should be considered when evaluating the individual circumstances of the family.
- C. The Grantee must annually re-examine the TBRA household's size and composition to determine whether its circumstances have changed. A

household whose size or composition has changed may be required to find a unit that is suitable to its current circumstances.

## 29. IMPACT OF ACTUAL UNIT SIZE ON THE SUBSIDY CALCULATION:

The Rent Standard used to calculate the housing assistance payment is based on the **LESSER OF** the actual unit size or the size of the Housing HOME Program TBRA Voucher issued to the household. In other words:

- A. **Undersized Units:** If a family elects to occupy a unit that is **smaller** than the size listed on their Housing HOME Program TBRA Voucher, the following provisions apply:
  - 1. The Rent Standard is based on the **actual** unit size (i.e. # of bedrooms)
  - 2. The utility allowance is based on the **actual** unit size (i.e., # of bedrooms)
- B. **Oversized Units:** If a family elects to occupy a unit that is **larger** than the size listed on their Housing HOME Program TBRA Voucher, the following provisions apply:
  - 1. The Rent Standard is based on the **Housing HOME Program TBRA Voucher eligibility/issuance size** (i.e., size of unit household is eligible for based on above occupancy standards)
  - 2. The Utility Allowance is based on the **actual** unit size (i.e., # of bedrooms)

## 30. SUMMARY KEY PROCESSING STEPS FOR INITIAL LEASE-UP:

### **Step 1: Marketing and Outreach Activities**

- A. Public Announcement of Program (if Waiting List is open).
- B. Outreach to Eligible Households.
- C. Outreach to Prospective Owners.

### **Step 2: Accept Applications**

- A. All Applications must be in writing on a form prescribed by City of Kenosha. The application includes information that enables the Grantee to determine household income and eligibility.
- B. If long waiting lists are anticipated, Grantees may elect to use a short form of the application to accept a preliminary application. Using this method, potentially eligible applicants are placed on the waiting list based upon the preliminary application. Nearer the time that an applicant would be selected from the list, the City of Kenosha form Application is completed, and more current information is used to verify eligibility.
- C. Each Application received must be reviewed for completeness and to determine if the applicant is obviously ineligible. Grantees may elect to fully determine eligibility at the time the household makes application. However, it is rare that households bring or provide sufficient documentation to confirm eligibility at the time of application.

Generally speaking, Grantees will place the names of all applicants who are determined eligible on the waiting list

- D. If an applicant is determined to be ineligible, they must be notified in writing. The written notice must identify the reason(s) the household is ineligible and state that the applicant has 10 days from the date of the notice to request an informal review of the decision.
- E. A tenant file must be created for each application. This file will ultimately contain the application, documentation of the household's eligibility, copies of program forms, unit information (lease/assistance contract, HQS Inspection) correspondence, etc.

### **Step 3: Determine Eligibility**

Applicants are selected from the waiting list in the order established by the Grantee's Tenant Selection policy. To determine a household's eligibility, the Grantee must verify:

- A. The household's *eligibility status*. Eligibility is not always verified at the time of application, but it must be verified before the household receives assistance. If the applicant does not meet the eligibility criteria, the applicant's name is removed from the waiting list. If the applicant is determined ineligible, they must be notified in writing. The notice must identify the reason the applicant is ineligible and offer the opportunity for an informal review of the decision.
- B. The household's *size and composition*. This enables the Grantee to determine the unit size for which the household qualifies.
- C. Household *income and adjustments* to income. This enables the Grantee to determine if the household is income eligible, and to calculate the subsidy amount for which the household qualifies.

Verification of the information provided by the household can be accomplished through a variety of sources and documents. See Policy Bulletin #11 and Addendum #1 thereto for more details regarding income verification requirements.

### **Step 4: Issue Housing HOME Program TBRA Voucher**

The issuance of a HOME Program TBRA Voucher authorizes the household to begin the search for housing. The HOME Program TBRA Voucher is generally issued in person, during a counseling session with the household, often called the "TBRA Briefing."

**THE HOME TBRA Briefing:** The purpose of the briefing is to ensure that the household (1) understands its responsibilities, as well as those of the Grantee and the owner; and (2) has sufficient guidance to make an informed choice of housing. The briefing must cover:

- a. **Roles and responsibilities** of the tenant, owner and Grantee.
- b. **Limitations on the rent** the owner may charge (i.e., a description of rent reasonableness), including how utility allowances are used in this determination.
- c. **Subsidy calculations**, including how the Grantee and tenant shares will be calculated.
- d. **Security deposit policy**, including how much may be charged, who pays, and who receives any refund.
- e. **Housing HOME Program TBRA Voucher Issuance Period and Extension Policies**.
- f. **Guidance on selecting a unit**, including HQS requirements and procedures for submitting the Request for Lease Approval/Rental Unit Information form. Families should be counseled against signing any lease until the Grantee has approved the unit.
- g. **Lead-Based Paint** information.
- h. **Fair housing information**, including any search assistance that may be available, and the process for filing a complaint in the case of discrimination. The Grantee should consider maintaining a list of available properties to assist households in their search. However, if such a list is provided, the Grantee must make it clear that the HOME Program TBRA Voucher Holder is free to choose units other than those on the list.
- i. **Prohibited Lease Provisions/Lease Addendum**

## **Step 5: Unit/Lease Approval**

Once the household has located a unit and the owner has agreed to participate, the household and the owner jointly submit the Request for Unit Approval/Rental Unit Information form. This form provides essential information about the property (bedroom size, utility combination, proposed rent, ownership information). The submission of this document triggers the Grantee's inspection, rent negotiations and review of the owner's lease.

**Housing Quality Inspection:** Each unit must be inspected to confirm that it meets Section 8 HQS. If the unit initially fails HQS, the owner may be given a reasonable amount of time to correct deficiencies, or the HOME Program TBRA Voucher Holder may elect to look for another unit. A Housing Assistance Contract with an owner must not be executed until the owner has made all repairs. (An exception may be made for corrections to defective exterior paint during the winter in climates where the weather makes this impossible.) The results of each inspection must be recorded on an inspection form prescribed by City of Kenosha and retained in the participant file.

**Rent Determination:** The rent for each must be determined to be reasonable when

compared to comparable, unassisted units. See above for key components of Rent Reasonable determination.

**Lease Review:** The Grantee must review the owner's lease to assure that it does not include any of the prohibited lease provisions. The Lease Addendum provided by City of Kenosha is required for all HOME TBRA-assisted units.

**Final Subsidy Calculation:** Once the unit has been approved, a final subsidy calculation is required to determine the tenant's share and assistance amount.

## **Step 6: Contract/Lease Execution**

The Lease Agreement and Lease Addendum are executed by and between the tenant and owner only. The Rental Assistance Contract is executed by and between the owner and Grantee on behalf of the tenant. Each Rental Assistance Contract should begin on the first of the month whenever possible.

## **Step 7: Initiation of Payments**

**Setup in IDIS :** The TBRA Program is set up in the Integrated Disbursement and Information System (IDIS) by the City of Kenosha. The TBRA Program is set up as one project, similar to a multi-family building, with up to 99 tenants listed under a single project.

**Drawing Down Funds:** As with all HOME funds, TBRA funds drawn down from City of Kenosha must be expended within 15 days. Draws must be at least monthly to cover rental assistance payments.

**Owner Acknowledgment:** Many Grantees include special endorsement language on owner checks in which the owner acknowledges receipt of the funds, certifies that the payments received are correct and commits to return any excess amounts paid.

**Financial Records:** Grantees must maintain their financial records in such a manner that is easily possible to summarize subsidy amounts provided by household and owner. Grantees must report to the Internal Revenue Service annually the amount of rental income paid to owners.

## **31. DENYING AND TERMINATING ASSISTANCE:**

The purpose of informal review procedures is to resolve applicant/participant disputes with the Grantee without legal action and, if applicable, to correct errors. In most circumstances when a decision affects eligibility or assistance, families must be notified of their right to an informal review.

The term 'applicant' refers to a household who is applying for or whose name is on the waiting list; or whose name has been 'pulled' from the waiting list but a Housing Assistance Contract has never been entered on their behalf. The term 'participant' refers to a household whose Housing HOME Program TBRA Voucher has been under contract at least once and is still active.

**A. Denial of Assistance (applies to Applicants only) may include any or all of the following:**

1. Refusal to place the applicant's name on a waiting list;
2. Refusal to issue a Housing HOME Program TBRA Voucher when the applicant's name reaches the top of the waiting list;
3. Withdrawal of a Housing HOME Program TBRA Voucher;
4. Refusal to enter into a Housing Assistance Contract or approval an owner's lease; and
5. Refusal to process requests to transfer Housing HOME Program TBRA Voucher to alternative location inside the City of Kenosha.

**B. Termination of Assistance (applies to Participants only) may include any or all of the following:**

1. Refusal to enter into a new Housing Assistance Contract or approve an owner's lease;
2. Refusal to issue a Housing HOME Program TBRA Voucher;
3. Terminating an existing Housing Assistance Contract; and
4. Refusal to process requests to transfer Housing HOME Program TBRA Voucher to alternative location inside the City of Kenosha.

**32. INFORMAL REVIEW PROCEDURES:**

The Grantee must give applicants/participants a written notice of denial/termination that provides the specific reason(s) for the action and states that the household has 10 days from the date of the notice to request an informal review. All informal reviews must be conducted by any person or persons designated by the Grantee, other than a person who made or approved the decision under review or a subordinate of this person. The review process should be consistent with the Grantee's appeal process for other programs administered by the Grantee and must be included in the Action Plan.

**A. Most Common Reasons for Denial/Termination:**

1. Household does not meet established target population eligibility criteria;
2. Household income exceeds the income limit or Total Tenant Contribution exceeds the Rent Standard;
3. Applicant/participant did not respond to requests for information;
4. Applicant has a history of violent criminal activity or drug related criminal activity;
5. Applicant has a delinquent debt from a previous housing assistance program;
6. Failure to comply with a family participation contract;
7. Request to transfer HOME TBRA voucher outside of City of Kenosha.

**B. Informal Review Required for Decisions Concerning:**

1. →Denial of listing on waiting list;

2. →Refusal to issue a Housing HOME Program TBRA Voucher;
3. →Refusal to sign Housing Assistance Contract (i.e., denial of participation);
4. →Determination of household's annual or adjusted income, and application of such income to compute the Total Tenant Contribution, tenant rent to owner and assistance payment;
5. →Determination of appropriate Utility Allowance (if any);
6. →Determination of Housing HOME Program TBRA Voucher size;
7. →Determination to deny the household's request for a unit size exception;
8. →Decision to terminate a participant's assistance for **ANY** reason;

**C. Informal Review Not Required for Decisions Concerning:**

1. →Establishment of utility allowances;
2. →Housing HOME Program TBRA Voucher issuance period expires;
3. →Determination to deny an extension or suspension of the Housing HOME Program TBRA Voucher;
4. →Determination not to approve a unit or lease;
5. →Determination that an assisted unit does not comply with HQS. Includes HQS violations due to family size (i.e., unit is too small);
6. →Determination to exercise or not to exercise any right or remedy against the owner under a Housing Assistance Contract;
7. →Discretionary administrative decision such as the establishment of Rent Standards;
8. →Determination that requested unit is outside the City of Kenosha.

**33. ONGOING PROGRAM ADMINISTRATION:**

**A. Annual Housing Quality Standards (HQS) Unit Inspections**

All units assisted with TBRA funds must meet HQS. Each unit under contract must be inspected at least annually to assure all HQS requirements are met. The unit may also be inspected as a result of complaints initiated by the owner or tenant.

If a unit fails to pass an inspection, the owner must be notified in writing of the specific deficiencies and the necessary corrective action. Owners should be given a reasonable period of time (i.e., 24 hours for emergency conditions or 30 days for less serious conditions) to correct the deficiencies. If the owner fails to make the needed corrections, the Grantee has several options. The Grantee may: (1) with adequate notice to the owner and household, terminate the HOME Rental Assistance Contract and require the household to move to another location in order to continue to receive assistance. The Grantee may also temporarily suspend its payments until the owner remedies the HQS deficiencies. (Note: If this second approach is taken, the tenant should be encouraged to continue to pay its share of the rent in order to prevent eviction.).

**B. Interim Eligibility Determinations**

The family is advised to notify the Program Administrator of all changes in income and family composition. If this occurs, the following procedures apply:

1. ***Increases in Family Income:*** If the family reports a increase in income, an interim recertification must be completed. The increase in tenant payment and subsequent decrease in assistance payment must take effect the first month following verification of the increase. Both the owner and tenant must be notified in writing of the change in the payment structure.
2. ***Decreases in Family Income:*** If the family reports a decrease in income, an interim recertification must be completed. The decrease in tenant payment and subsequent increase in assistance payment must take effect the first month following verification of the decrease. Both the owner and tenant must be notified in writing of the change in the payment structure.

***C. Annual Eligibility Determinations***

Each household's eligibility to participate in the program and its share of the rent must be confirmed annually. The Re-examine process should begin 90-120 days in advance of the household's one year anniversary date to assure that the process is completed on time and that adequate notice is given to both the owner and tenant of changes in the household's eligibility or share of the rent. (State law requires at least 30 days notice of any rent increases to the tenant.)

If a household's income is enough that they pay all the rent and not assistance payment is generated, the household can remain on the program at 0 assistance for up to 6 months.

***D. Processing Requests for Rent Increases***

Typically owners offer leases that specify the rent for one year. Therefore, unless the initial rent negotiations were for the two-year period (very unlikely because this would also mean a two-year lease), most owners will request a rent increase at the end of the first year of the contract. The Addendum to Lease requires at least 60 days written notice to increase the rent. This allows the Grantee enough time to review and approve the requested increase (determine that the proposed rent is reasonable in comparison to rents charged for other comparable, unassisted units) **AND** provide the tenant with the required 30 days written notice.

***E. Moves and Termination of Tenancy***

Tenant may elect to move to another unit as permitted by the lease. The TBRA Rental Assistance Contract contains provisions that terminate the Grantee's agreement with the owner when the household moves out. To assure that TBRA subsidies are not paid on units no longer occupied by an eligible tenant, the lease agreement must require that the household provide **a minimum** of 30 days written notice of their plans to relocate to both the owner and Grantee.

A tenant who wishes to move may be issued another Housing HOME Program TBRA Voucher following the procedures used to issue the original HOME Program TBRA Voucher.

***F. Updating Policies and Procedures***

Key operating procedures will be reviewed at least annually to determine if revisions are necessary. At a minimum, City of Kenosha, in conjunction with the Grantee, will assess the appropriateness of the Rent Standard and Utility Allowance schedules.

***G. Monitoring Performance:***

City of Kenosha will monitor ongoing progress and implementation of the program to assure that the regulatory and statutory requirements are met, and to assess program outcomes. Some key performance indicators that will be considered are identified below:

→ ***Budget vs. Actual Spending:*** Since the initial estimate of funding required is based upon estimates, close monitoring of actual expenditures is essential. If participating households have incomes that are lower than expected, the number of families assisted may need to be reduced.

→ ***On Time Payments:*** One of the Grantee's most important functions is making sure that rent checks are distributed on schedule because late checks can reduce the credibility of the program with owners willing to rent to those receiving HOME TBRA.

Grantee will not be expected to use their own funds to cover rent funds or administrative funds. City of Kenosha will use disbursement system that provides requests payments in advance of the assistance being used for program participants.

→ ***Outreach and Success Rates:*** Grantees should analyze participant success rates and make use of the results to determine if aspects of program design should be changed to improve the success rate.

→ ***Administrative Efficiency:*** Grantees should review the length of time that various aspects of the TBRA program take, including the time between initial application and HOME Program TBRA Voucher issuance, and between HOME Program TBRA Voucher issuance and lease-up.

While many factors can affect these time frames, this information can give clues about ways to improve the administrative efficiency of the program. For example, if the time between HOME Program TBRA Voucher issuance and lease-up is lengthy, it could be attributable to slow HQS monitoring procedures, poor communication with property owners, or slow paperwork processing, all of which are within the program administrator's control.

→ ***Turnover:*** High turnover could indicate that at one extreme that owners are quitting the program out of frustration and the family subsequently leaves the program. At the other extreme, it may be that families are becoming self-sufficient. The Grantee should examine the reasons for turnover in the program.

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

# Tenant Based Rental Assistance (TBRA) Set Up Form HOME Program

Check the appropriate box: <input type="checkbox"/> Original Submission <input type="checkbox"/> Change Owner's Address <input type="checkbox"/> Revision	Name and Phone Number of Person Completing Form:
-----------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------

**A. General and Activity Information.**

1. Name of Participant:	2. County Code:	3. IDIS Activity ID Number:	4. Activity Name:

**Set Up Activity**

**B. Objective and Outcome.**

1. Objective (enter code): _____ (1) Create suitable living environment (2) Provide decent affordable housing (3) Create economic opportunities	2. Outcome (enter code): _____ (1) Availability/accessibility (2) Affordability (3) Sustainability
----------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------

**C. Household Characteristics.** (Refer to code below where applicable) **Assisting more than 8 tenants? Make copies of this page for additional space.**

Last Name	# of Bdrms	Sec Dep	Monthly Rent			Household					Tenant Contract			
			Tenant Monthly Rent	TBRA Monthly Rent	Total Monthly Rent	% Med	Hispanic? Y/N	Race	Size	Type	Paid To O=Owner T=Tenant	New? Y/N	Months (1 to 24)	

D. Total/Subtotal of HOME Funds Requested: \$

E. TBRA Units

Number of TBRA Units:

Designated for the homeless: \_\_\_\_\_

Of those the number designated for the chronically homeless: \_\_\_\_\_

Was this activity carried out by a Faith-based organization (Y/N)? \_\_\_\_\_

# of Bdrms
0 – SRO/Efficiency
1 – 1 bedroom
2 – 2 bedrooms
3 – 3 bedrooms
4 – 4 bedrooms
5 – 5 or more bedrooms

Household % of Med
1 – 0 to 30%
2 – 30+ to 50%
3 – 50+ to 60%
4 – 60+ to 80%

Household Race
11 – White
12 – Black/African American
13 – Asian
14 – American Indian/Alaska Native
15 – Native Hawaiian/Other Pacific Islander
16 – American Indian/Alaska Native & White
17 – Asian & White
18 – Black/African American & White
19 – American Indian/Alaska Native & Black/African American
20 – Other multi-racial

Household Size
1 – 1 person
2 – 2 persons
3 – 3 persons
4 – 4 persons
5 – 5 persons
6 – 6 persons
7 – 7 persons
8 – 8 or more persons

Household Type
1 – Single, non-elderly
2 – Elderly
3 – Single parent
4 – Two parents
5 – Other

## Instructions for Completing the Tenant-Based Rental Assistance Set-up Report HOME Program

Read the instructions for each item carefully before completing the form.

**Applicability.** The purpose of this report is to assist with the collection of information to be entered into IDIS. This report is to be completed for each TBRA activity set-up in IDIS. A single activity may include up to 99 tenants. For centralized State projects, the tenants must be in the same county.

**Timing.** Data is to be entered into IDIS before funds may be drawn down for the activity. An amended set-up report should be completed to increase or decrease HOME funding for the activity.

### A. General and Activity Information.

- Name of Participant.** Enter the name of the participating jurisdiction or the agency administering the TBRA activity.
- County Code.** Enter the county code of the agency administering this HOME activity.
- IDIS Activity ID Number.** Enter the activity number assigned by IDIS.
- Activity Name.** Enter the name designated to the activity. The blank boxes may be used for internal tracking purposes.

### B. Objective and Outcome:

**Objective.** Enter the code of the objective that best describes the purpose of the activity. If a code is not entered in IDIS, the system will default the answer to "2" – Decent affordable housing.

- Suitable living environments.** Applies to activities that benefit communities, families, or individuals by addressing issues in their living environment.
- Decent affordable housing.** Applies to housing activities that meet individual family or community needs. This objective should not be used for activities where housing is an element of a larger effort.
- Creating economic opportunities.** Applies to activities related to economic development, commercial revitalization, and job creation.

**Outcome.** Enter code of the outcome that best describes the benefits resulting from the activity. If a code is not entered in IDIS, the system will default the answer to "2" – Affordability.

- Availability/accessibility.** Applies to activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not refer only to physical barriers.
- Affordability.** Applies to activities that provide affordability in a variety of ways. It can include the creation or maintenance of affordable housing, basic infrastructure hookups, or services such as transportation or day care.
- Sustainability.** Applies to activities that promote livable or viable communities and neighborhoods by providing services or by removing slums or blighted areas.

### C. Household Characteristics.

Complete one line for each tenant receiving tenant-based rental assistance from the HOME Program.

**Tenant's Last Name.** Enter the tenant's last name if the name is 5 letters or less. Enter the first five letters of the last name if the name is more than five letters or a unique file identification number.

**# of Bdrms.** Enter 0 for a single room occupancy (SRO) unit or for an efficiency unit, 1 for 1 bedroom, 2 for 2 bedrooms, 3 for 3 bedrooms, 4 for 4 bedrooms, and 5 for 5 or more bedrooms.

**Sec Dep.** Enter the amount of HOME funds to be paid to the tenant or owner as a security deposit payment (to the nearest dollar).

**Tenant Monthly Rent.** Enter the actual rent, including utilities, to be paid by the tenant at the time of activity completion (to the nearest dollar). If the rent includes utilities, or, if the rent includes partial utilities, e.g., heat, but not electricity, these utility costs must be added to the rent. Compute utility costs for the area (and in the case of partial

utilities, compute costs for utilities excluded from the rent), by using the utility allowance schedule produced by the local Public Housing Authority (PHA).

**TBRA Monthly Rent.** Enter the amount of HOME funds to be paid to the tenant or owner as a rent subsidy payment, including any utility allowances (to the nearest dollar).

**Total Monthly Rent.** The total monthly rent is automatically calculated by IDIS.

**Household % of Med.** For each household assisted with HOME funds, enter one code only based on the following definitions:

- 0 to 30%** refers to a household whose annual income is at or below 30 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
- 30+ to 50%** refers to a household whose annual income exceeds 30 percent and does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
- 50+ to 60%** refers to a household whose annual income exceeds 50 percent and does not exceed 60 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
- 60+ to 80%** refers to a household whose annual income exceeds 60 percent and does not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

**Household Hispanic? Y/N.** For each household assisted with HOME funds, enter the ethnicity of the head of household as either "Y" for Hispanic or Latino or "N" for not Hispanic nor Latino. Hispanic or Latino ethnicity is defined as a person of Cuban, Mexican, Puerto Rican, South/Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

**Household Race.** For each household assisted with HOME funds, enter one code only based on the following definitions:

- White.** A person having origins in any of the original peoples of Europe, North Africa or the Middle East.
- Black/African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."
- Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains affiliation or community attachment.
- Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.
- American Indian/Alaska Native & White.** A person having these multiple race heritages as defined above.
- Asian & White.** A person having these multiple race heritages as defined above.
- Black/African American & White.** A person having these multiple race heritages as defined above.
- American Indian or Alaska Native & Black or African American.** A person having these multiple race heritages as defined above.
- Other multi-racial.** For reporting individual responses that are not included in any of the other categories listed above.

**Household Size.** Enter the appropriate number of persons in the household: 1, 2, 3, 4, 5, 6, 7, or 8 (for households of more than 8, enter 8).

**Household Type.** For each household assisted with HOME funds, enter one code only based on the following definitions:

1. **Single, non-elderly.** One-person household in which the person is not elderly.
2. **Elderly.** One or two person household with a person at least 62 years of age.
3. **Single parent.** A single parent household with a dependent child or children (18 years old or younger).
4. **Two parents.** A two-parent household with a dependent child or children (18 years old or younger).
5. **Other.** Any household not included in the above 4 definitions, including two or more unrelated individuals.

**Tenant Contract Paid To.** Enter an O, if the TBRA Monthly Rent will be paid to the Owner. Enter a T, if it will be paid to the Tenant.

**Tenant Contract New?** Enter a Y, if the tenant is newly assisted. Enter an N, if the tenant's assistance is being renewed.

**Tenant Contract Months.** Enter the number of months in the contract with the tenant. Valid entries are 1 to 24.

**D. Total/Subtotal of HOME Funds Requested.**

Enter the total amount of HOME funds requested for the activity. This amount includes the TBRA Monthly Rent for each tenant multiplied by the Tenant Contract Months. It also includes the security deposit amount for each tenant, if requested.

**E. TBRA: Units**

**Number of TBRA units designated for the homeless.** Of the total number of TBRA units in the activity, enter the number designated for the homeless. Homeless is defined as (1) an individual or family who lacks fixed, regular, and adequate nighttime residence; or (2) An individual or family who has a primary nighttime residence that is: (a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); (b) an institution that provides a temporary residence for individuals intended to be institutionalized; or (c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

**Of those, the number designated for the chronically homeless.** Of the number of units designated for the homeless, enter the number designated for the chronically homeless. A chronically homeless person is defined as an unaccompanied homeless individual with a disabling condition who has either: (1) been continuously homeless for a year or more, or (2) has had at least four episodes of homelessness in the past three years. A disabling condition is defined as a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability. For the purpose of determining chronically homelessness, a homeless person an unaccompanied individual sleeping in a place not meant for human habitation or in an emergency homeless shelter.

Note: IDIS will default to zero if units are not entered in these fields.

**Faith-based Organization. Was this activity carried out by a faith-based organization (y/N)?** Enter "Y" if it is known or if the organization declares itself to be a faith-based organization. If not, enter "N".

Note: IDIS will enter the default answer of "N" if an answer is not typed in the field.

## ATTACHMENT FOUR

U.S. Department of Housing and Urban Development  
Community Planning and Development

Special Attention of:

Notice CPD 96-07

All Secretary's Representatives

All State/Area Coordinators

Regional Directors for CPD

CPD Division Directors

All HOME Coordinators

All HOME Participating Jurisdictions

Issued: November 1, 1996

Expires: November 1, 1997

Cross References: 24 CFR 92.209

Subject: Guidance on Tenant-Based Rental Assistance under the HOME Program.

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DGHP: Distribution: W-3-1

## 1. PURPOSE

This notice outlines the basic requirements for using HOME funds for a tenant-based rental assistance (TBRA) program. The Department will also issue a model program that expands upon this notice. The purpose of the model will be to assist State and local participating jurisdictions (PJs) with basic decisions regarding TBRA program design and operation.

The Department has exercised its discretion based on the statute to make the TBRA program, as described in recent regulations and this notice, flexible and responsive to local market conditions and housing needs. The current regulations may not address all the design or operational considerations. As a result, some PJs may wish to structure TBRA programs in a manner that is not entirely consistent with HOME regulations. In some instances, it may be possible to waive certain regulatory requirements, if statutory flexibility exists and the PJ can demonstrate good cause for the request.

## II. BACKGROUND

TBRA was first authorized under section 212 of the Cranston-Gonzalez National Affordable Housing Act (NAHA). HUD implemented the basic requirements for using HOME funds for TBRA through publication of interim regulations at 24 CFR Part 92 on December 16, 1991. TBRA programs directly assist individual low-income families by making up the difference between actual housing costs and what a family can afford to pay. Tenants are free to select any standard unit, whether or not it is HOME-assisted.

In October, 1992, the initial TBRA provisions were amended by section 220 of the Housing and Community Development Act (HCDA) of 1992. HCDA made two significant amendments. First, it eliminated the provision that required PJs to use the local Section 8 waiting list to determine who would receive assistance. Instead, PJs were permitted to select tenants in accordance with written tenant selection policies and criteria that provide housing to low and very low-income families and were reasonably related to the Federal preferences. Second, it permitted PJs to administer programs that provide only security deposit assistance, rather than requiring that security deposits only be provided in the context of an ongoing rental assistance program. These statutory revisions have been incorporated by interim rules published in the Federal Register on December 22, 1992 and June 23, 1993.

HUD also implemented regulatory changes to provide PJs greater flexibility in administering TBRA programs. Publication of a rule on April 19, 1994 made it possible for a PJ to establish its own payment standard based on local market conditions and a determination of rent reasonableness. The rule further clarified the term "reasonably related to Federal preferences" and permitted a PJ's non-Federal contributions to a TBRA program that is not HOME-funded, other than contributions for administrative costs, to count as match for the HOME

Program. A rule published on July 12, 1995 provided information on using HOME TBRA to assist special needs populations.

On January 26, 1996, the Balanced Budget Downpayment Act, I, suspended the Federal preferences applicable to public housing admissions and the Section 8 voucher and certificate programs for Fiscal Year 1996 (which ended on September 30, 1996). HUD's FY 1997 appropriation act extended this suspension through Fiscal Year 1997, which ends on September 30, 1997. During Fiscal Year 1997, public housing authorities are authorized to establish their own preferences. These local preferences may be established after opportunity for public notice and comment and must be consistent with the jurisdiction's Consolidated Plan. The temporary suspension of the Federal preferences extends to the selection criteria for TBRA programs funded by HOME.

### III. SUSPENSION OF FEDERAL PREFERENCES

As described in the previous section of this notice, the Federal preference requirements applicable to HOME-funded TBRA programs have been suspended for the remainder of Fiscal Year 1997. The effect of this suspension is to permit a PJ to establish and provide TBRA based entirely on a locally-established system of written tenant selection criteria that is consistent with its Consolidated Plan. During this time period, the preferences established by the PJ must be consistent with the purposes of providing assistance to very low- and low-income families. However, locally-established preferences will not be required to be reasonably related to the Federal preferences.

For a PJ that is currently administering a TBRA program, the effect of this suspension may be simply to permit it to alter the order in which families on the waiting list are selected, based upon its system of preferences. Alternately, a PJ may wish to fundamentally change its TBRA program by establishing a preference system very different than the one it currently administers. For a PJ that is in the process of designing a TBRA program, this suspension may affect its program design and tenant selection system.

The current suspension is temporary. Legislative action will be necessary to extend the suspension beyond September 30, 1997 or to make it permanent. Before making any changes to an existing or proposed TBRA program, a PJ should consider whether it could easily bring its program back into conformance with the law if the suspension terminates.

This notice assumes that the Federal preference suspension will continue on a provisional basis. However, because the suspension may not be in effect beyond September 30, 1997, it also outlines the requirements that would apply to HOME TBRA programs should the suspension not be extended or made permanent. At the time that this Notice was published, the Congress was considering rescinding the Housing Act of 1937 which contains the Federal preference requirements.

Should Congress take such action, it would eliminate the need for the PJ's written tenant selection criteria to be reasonably related to Federal preferences. Each PJ would be free to establish tenant selection criteria based solely on the needs identified in its Consolidated Plan.

#### IV. ELIGIBLE ACTIVITIES

##### A. Eligible Uses

HOME TBRA can be used to undertake one or a combination of the following activities:

Free-standing rental assistance. A PJ may administer a rental assistance program to assist low- and very low-income families. These freestanding programs are similar to the Section 8 certificate and voucher programs in that tenants choose their housing within guidelines established by the PJ.

Special purpose programs. Within limitations described in Section VII, E of this notice, PJs can use TBRA to support a variety of local goals including self-sufficiency and homeownership initiatives and assistance to special populations.

- o Self-sufficiency programs. PJs may require HOME TBRA recipients to participate in self-sufficiency programs as a condition of assistance. However, such conditions may not be placed on tenants living in a HOME-assisted project who receive TBRA as relocation assistance.
- o Homebuyer programs. HOME TBRA may assist a tenant, who has been identified as a potential low-income homebuyer through a lease-purchase agreement, with monthly rental payments for a period up to 36 months.<sup>1</sup> While the HOME TBRA payment cannot be used to create equity, all or a portion of the homebuyer's monthly contribution toward housing expenses may be set aside for this purpose. If a PJ determines that a tenant has met the lease-purchase criteria and is ready to assume ownership, HOME funds may be provided for downpayment assistance.
- o Targeted Populations. PJs may establish local preferences for special needs groups in a broad, community-wide TBRA program or may design a program that exclusively serves one or more special needs groups.

Anti-displacement assistance. TBRA can be used to minimize displacement associated with HOME-funded activities. TBRA can be

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<sup>1</sup> HOME TBRA may not exceed 24 months but may be renewed at the PJ's discretion.

provided to income-eligible tenants who live in units that will be acquired, demolished or rehabilitated with HOME funds. Existing tenants in HOME-assisted projects who receive TBRA may remain in the project or move to another suitable unit. These tenants may be assisted with TBRA regardless of whether the PJ administers a broader TBRA program and are not required to meet written tenant selection policies and criteria.<sup>2</sup>

Security and utility deposit assistance. PJs may provide security deposit assistance to tenants regardless of whether the PJ is providing ongoing tenant-based rental assistance. Utility deposit assistance may be provided only in conjunction with a TBRA program or a security deposit program.

#### B. Ineligible Uses

HOME TBRA funds cannot be used for the following:

- o to assist resident owners of cooperative housing that qualifies as homeownership housing (cooperative and mutual housing may qualify as either rental or owner-occupied housing under the HOME Program, depending upon the provisions of the agreement applying to the unit). TBRA may, however, be used by a tenant who is renting from a cooperative unit owner;
- o to prevent the displacement of tenants from projects assisted with Rental Rehabilitation Program funds under 24 CFR 511. (See 24 CFR 92.214);
- o to provide TBRA vouchers to homeless persons for overnight or temporary shelter. The HOME TBRA subsidy must be sufficient to enable the homeless person to rent a transitional or permanent housing unit that meets Housing Quality Standards (HQS).

#### V. PROGRAM ADMINISTRATION

Certification - To establish a TBRA program, a PJ must certify in its Consolidated Plan that TBRA is an essential part of its approved housing strategy and that market conditions in the locality make TBRA a viable option. This means that an assessment of market factors has been

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<sup>2</sup> The 1992 HCDA amendments require the PJ to certify in its Consolidated Plan that it has a Residential Anti-displacement and Relocation Plan for the HOME Program equivalent to the Plan required for the Community Development Block Grant (CDBG) Program.

undertaken and, because there is an ample supply of housing, a TBRA program is an effective way to expand affordable housing opportunities in the community.

Program Operation - A PJ may administer its TBRA program or contract administrative functions out to another entity, such as a local public housing agency (PHA), another public or private agency, or a nonprofit organization. In deciding whether to administer its program or contract out, the PJ should consider its TBRA program design. If its TBRA program will be modeled after the Section 8 certificate or voucher programs or uses the Section 8 waiting list, it may be administratively simpler to contract with the PHA. Alternately, if the program will use an independent waiting list or target special populations, it may be preferable for the PJ or another entity to administer the TBRA program.

A PJ that is an urban county or consortium may establish a TBRA program that is limited to a single or multiple jurisdictions, but does not encompass the entire PJ. For instance, one local government participating in a consortium may administer a TBRA program in its jurisdiction.

It should be noted that the provision of TBRA is not an eligible Community Housing Development Organization (CHDO) set-aside activity. If a PJ selects a CHDO to administer its TBRA program, the CHDO is acting as a subrecipient and general HOME program funds (not CHDO set-aside funds) must be used.

Administrative Costs - HOME funds may be used to pay for reasonable planning and administrative expenses associated with operating a TBRA program, regardless of what entity operates the program. Such expenses are limited by the ten percent cap on administrative costs. TBRA administrative costs are not considered "project soft costs" under 24 CFR 92.206(b).

Match - As with all HOME activities, TBRA program expenditures require a 25% local match. A PJ may count non-Federal funds that it contributes to its HOME TBRA program as a matching contribution. It may also count as match any funds it contributes to a TBRA program which does not use HOME funds but meets the HOME Program requirements (see 24 CFR 92.219(b)(1)). HOME funds expended for TBRA may be matched with funds from any eligible match source, not just TBRA-related contributions. Payment of costs associated with administration of a TBRA program does not count as match.

TBRA Project Set-Up - To access funds, information concerning the project must first be provided through the HOME Cash and Management Information System (C/MI), or the Integrated Data and Information System (IDIS), which is replacing the C/MI. Until a PJ has been converted to IDIS, all TBRA projects set up through the C/MI system should be reported on Form HUD-40095. Each TBRA project may include several hundred individual households. Once a TBRA project has been

set up, the PJ may add families to the project for up to 6 months. The TBRA set-up form requires each tenant's Social Security number and certain demographic information.

The set-up of TBRA projects in IDIS is similar to the set-up in the HOME C/M1. However, there is neither a limitation on the number of households that can be included in a single project (referred to as an activity in IDIS) nor a time limit for adding families to the project.

Drawing Down Funds - As with all HOME funds, TBRA funds drawn from the U.S. Treasury must be expended within 15 days. Thus, draws may not be made for TBRA on a quarterly basis.

## VI. TENANT SELECTION

### A. Income Eligibility/Verification

HOME funds can only be used to assist low-income families with incomes at or below 80% of area median income as determined by HUD. In addition, for each fiscal year's HOME allocation, 90% of the families assisted with HOME funds for TBRA and other rental activities must have incomes which are at or below 60% of area median income (see 24 CFR 92.216).

The PJ must determine the income and eligibility of all proposed beneficiaries before the TBRA contract is signed. The HOME final rule, which was published on September 16, 1996, amended the income definition to permit PJs to choose from among three definitions of income (the Section 8 definition, the U.S. Census long form definition, and the IRS definition of adjusted gross income). A PJ that chooses the Section 8 definition of income for its TBRA program should follow the procedures outlined in the Technical Guide for Determining Income and Allowances for the HOME Program, which HUD issued in May, 1994. In addition, PJs should note that a rule published on April 5, 1996 added nine exclusions to the definition of income applicable to HOME TBRA programs. That definition was subsequently moved to 24 CFR 5.609 by a regulation published on October 18, 1996. (See the Appendix to this notice for a list of the nine additional exclusions). PJs opting for the IRS or Census definitions must adhere to the instructions developed by those agencies for calculating income.

In accordance with the Section 8 program rule at 24 CFR 982.352(c)(6), Section 8 rental assistance voucher and certificate holders cannot also receive TBRA under the HOME Program because the two programs would provide duplicative subsidies. HOME TBRA recipients who are offered a Section 8 voucher or certificate must relinquish HOME assistance, if they wish to accept the Section 8 assistance. Similarly, a family currently receiving Section 8 rental assistance may not accept HOME TBRA without relinquishing

the Section 8 assistance. However, a Section 8 rental assistance recipient @a receive HOME-funded security deposit and utility deposit assistance.

Similarly, a family cannot receive HOME TBRA if they are receiving rental assistance under another Federal program (e.g., Section 521 of the Housing Act of 1949 provided through the Rural Housing Service) or a State or local rental assistance program, if the HOME subsidy would result in duplicative subsidies to the family. [NOTE: Some State and local rental assistance programs do not provide assistance in amounts sufficient to lower a tenant's rental payment to 30 percent of income. In such cases, HOME TBRA could be provided as supplemental assistance to further reduce the tenant's rent payment to 30 percent of income.] In addition, HOME TBRA should not be provided to a family who proposes to rent a unit that receives project-based rental assistance through Federal, State or local programs, if the HOME assistance would provide a duplicative subsidy.

Income and eligibility determinations for a newly-participating tenant remain valid for up to six months. Income eligibility criteria must be met, regardless of the type of TBRA program the PJ will administer (i.e., anti-displacement, security deposit, or freestanding). Special needs populations are not presumed to be low-income.

The PJ (or TBRA administrator) must reexamine family income, size, and composition at least annually. The family's contribution toward rent may need to be adjusted as a result of the annual income reexamination. Although not required by the HOME regulations, the PJ may require families to report changes in income that occur between annual income examinations.

Because HOME funds may only be used to assist families with incomes at or below 80% of area median income, assistance to tenants whose incomes rise above 80% of area median income must be terminated after the PJ gives reasonable notice to tenant and owner. Since the PJ normally would make any required payment adjustment or contract termination at the end of the rental lease period, it should time the income recertification process so that tenants whose assistance will be terminated or whose required contributions toward rent will be increased can be given reasonable notice of the change. In determining what period constitutes reasonable notice, the PJ should consult both State law and common practice in the area.

## B. Tenant Selection Criteria

### Scenario 1: Under the Federal Preference Suspension

The HOME Program rule requires that PJs select tenants in accordance with written tenant selection policies and criteria. These policies and criteria must be consistent with the purpose of providing housing to very low- and low-income families. Under the temporary suspension of the Federal preferences in effect until September 30, 1997, PJs may establish their own preference systems for selecting families for rental assistance.

The locally-established preference system must be consistent with the priorities established in the Consolidated Plan.

The Federal preference suspension applies to PHAs administering Section 8 rental assistance, as well as to PJs administering HOME TBRA. A PHA and a PJ administering rental assistance in the same jurisdiction are not required to use the same preference system. However, HUD encourages entities providing assistance to families within the same jurisdiction to coordinate their efforts to the greatest extent possible.

#### Scenario 2: Elimination of the Housing Act of 1937

Should Congress rescind the Housing Act of 1937, there would no longer be any Federal preferences for admission to public housing and Section 8 assistance. Consequently, PJs would no longer be required to establish preferences for their TBRA programs that are reasonably related to the Federal preferences. Each PJ administering a TBRA program would establish a written tenant selection system consistent with the needs identified in its Consolidated Plan.

#### Scenario 3: Federal Preference Requirements In Effect (suspended through 9/30/97)

PJs that operate TBRA programs must select tenants in accordance with written tenant selection policies and criteria. The policies and criteria must be consistent with the purpose of providing housing to very low- and low-income families and be reasonably related to preference rules established under section 6(c)(4)(A) of the U.S. Housing Act of 1937.

The term "reasonably related to Federal preference rules" means that at least 50% of the families assisted must qualify for one of the three Federal preferences. Those Federal preferences are:

- o families living in substandard housing, including families that are homeless or living in a shelter for homeless families;
- o families paying more than 50% of family income (gross) for rent; or
- o families involuntarily displaced at the time they are seeking TBRA assistance.

PJs may rank the Federal preferences to serve those families they deem most in need. For instance, a PJ may give preference to families who are involuntarily displaced over those living in substandard housing. In addition, the PJ may rank the definitional elements of each Federal preference to reflect its own priorities.

Section 6(c)(4)(A) of the Housing Act of 1937 requires that PHA's prohibit any individual or family evicted from public housing or assisted under

Section 8 because of drug-related criminal activity from having a preference for three years, unless the evicted tenant successfully completes a rehabilitation program approved by the agency. Each PJ should determine whether this or a similar policy is appropriate for its HOME TBRA program.

The PJ may establish local preferences for assisting the 50% of families who are not required to qualify for a Federal preference. Local preferences must be established in writing and respond to local housing needs and priorities.

Examples of local preferences that might be provided include preferences for families who:

- o have veteran's status;
- o lack adequate housing and whose children eventually may be proposed for placement in foster care as a result. (These families are usually identified by local agencies that are involved in providing for children's welfare);
- o are members of special needs populations, such as battered spouses, persons with AIDS, senior citizens or those with disabilities.

In establishing local preferences, PJs must consider how specific preferences will impact fair housing efforts in its community. The local preferences must not result in discrimination against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. In monitoring a PJ's fair housing efforts, HUD's Office of Fair Housing and Equal Opportunity will consider both the intent and the effect of local preference rules.

#### C. Waiting Lists

To implement its tenant selection policies for an ongoing TBRA program in a fair and orderly manner, a PJ must use a waiting list for families applying for TBRA. The PJ may choose to use a Section 8 waiting list that covers the jurisdiction or may establish a separate waiting list for HOME TBRA applicants. In determining which list to use, the PJ will need to consider the following factors:

- o The preferences established by the PHA and how those preferences compare with the Pj's priorities for assistance. If the PHA has adopted its own preferences as permitted under the temporary suspension of Federal preferences, the PJ should examine those preferences. If the suspension is terminated or the PHA has chosen not to establish its own preference system, the PJ should examine both the local preferences established by the PHA and the manner in which it prioritizes the Federal preferences. If the

PHA's preference system will not result in assistance being provided to the subpopulations that the PJ deems most in need, the PJ should consider establishing a separate HOME TBRA waiting list.

- o The length of the PHA's Section 8 waiting list and the turnover rate of vouchers and certificates. In communities where the existing Section 8 waiting list is very long and the unavailability of new or turnover resources results in long periods on the waiting list, a PJ's priority may be to provide interim assistance to families who are currently on the Section 8 waiting list. In these instances, the PJ will adopt the Section 8 waiting list and use HOME TBRA to supplement the existing Section 8 program.
- o The PJs preferred program design. If the PJ wishes to administer a TBRA program that closely resembles the Section 8 voucher or certificate program and finds the PHA's preference system acceptable, it may wish to adopt the Section 8 waiting list (and, perhaps, to contract with the PHA as the administering agent) for simplicity's sake. However, if the PJ wishes to implement a program that is very different from the Section 8 programs, there may be no advantage in adopting the Section 8 waiting list.
- o The Pj's capacity and preference with respect to an administering agent. If the PJ plans to administer the TBRA program itself or to contract out with a capable nonprofit organization, it will have flexibility with respect to choosing a waiting list for its program. However, if the PJ lacks capacity to administer the program and chooses to contract with a PHA, it may have little choice but to adopt the PHA waiting list. The PHA may be reluctant to take on the added responsibility of establishing and maintaining a separate waiting list and administering selection criteria that are very different from its existing program.

#### D. Section 8 Availability

The HOME statute requires that families who receive HOME TBRA and are also on the Section 8 waiting list continue to qualify for Section 8 assistance to the same extent as they did before they received the HOME TBRA. Consequently, when the Federal preferences are in force, the PHA must carefully document how an applicant for HOME assistance who is also on the Section 8 waiting list meets Federal preference requirements at the time HOME assistance is provided to preserve the applicant's qualification to receive future Section 8 assistance. If a Section 8 voucher or certificate becomes available through turnover or additional budget authority and the next eligible family on the Section 8 waiting list is a HOME TBRA recipient, that family must be offered a Section 8 voucher or certificate. The PJ and PHA should develop a procedure for offering Section 8 assistance to HOME TBRA recipients who become eligible for a voucher or certificate at regular intervals (e.g., monthly, quarterly, or less frequently, depending on average turnover of vouchers and certificates).

Under the current suspension of Federal preferences, the PJ should document how the HOME TBRA recipient meets Federal preference requirements and, if the PHA has adopted a local preference system, the local preference requirements. This will permit the PJ to determine a HOME TBRA recipient's initial eligibility for Section 8 under the Federal preference system if the suspension lapses.

Should legislation permanently eliminate the Federal preferences, the HOME Program requirement that HOME TBRA recipients maintain their place and status on the Section 8 waiting list would also be eliminated. However, HOME TBRA is often a temporary resource for a low-income family. Consequently, the PJ should coordinate with the local PHA so that the PHA's policies do not disqualify applicants who come to the top of Section 8 waiting list because they are currently receiving HOME TBRA.

E. Assisting Special Needs Populations

HOME TBRA may be used to assist special needs populations regardless of whether the Federal preference suspension is in effect. This can be done in one of two ways:

- o General TBRA Program. A PJ administering a community-wide TBRA program may establish a local preference for persons with special needs (e.g., persons with disabilities) or for a specific category of individuals with special needs (e.g., chronically mentally ill individuals). A preference may be provided for persons with a particular type of special need, if the specific category of need is identified in the PJ's consolidated plan as having unmet need and the preference is needed to narrow the gap in benefits and services received by such persons.

In conjunction with the TBRA, the PJ may offer non-mandatory services appropriate for persons with a particular disability. The nature of these services should be identified in consultation with persons with special needs residing in the community. Generally, TBRA and related services should be made available to all persons with disabilities who can benefit from such services.

- o TBRA Program for Persons with Special Needs. A PJ may establish a TBRA category of special needs or disabilities. The PJ may accomplish this simply by limiting eligibility for assistance to special needs groups it wishes to target. If the Federal preference rules are in effect, then 50% of the individuals assisted must qualify or would qualify in the near future for a Federal preference. As with a general TBRA program, the PJ may provide appropriate, non-mandatory social services in conjunction with the TBRA. TBRA may be provided exclusively to persons with a particular type of special need, if the specific category of need is identified in the PJ's consolidated plan as having unmet need and the preference is needed to narrow the gap in benefits and services received by such persons.

## VII. PROGRAM REQUIREMENTS

### A. Rent Requirements

#### Payment Standards

Each PJ administering a TBRA program must establish a payment standard for units of each available bedroom size. This standard is intended to represent the rent and utility costs of moderately priced units that meet the Section 8 Housing Quality Standards (HQS) in the jurisdiction. It is important that the PJ establish its payment standard carefully. A standard that is set too low in comparison to the market will result in assisted families experiencing difficulty in finding housing. A payment standard that is set too high will result in excessive subsidies and fewer families being assisted.

A PJ may determine its HOME payment standard in one of two ways:

- 1) The PJ may develop a standard based on documented local market conditions.
- 2) To conform more closely to PHA rent standards, the PJ may adhere to the following:
  - o For each unit size, the rent standard may not be less than 80% of the published Section 8 Existing Housing fair market rent (FMR) in effect when the PJ adopts its rent standard amount.
  - o For each unit size, the rent standard may not be more than the FMR or HUD-approved community-wide exception rent (discussed below) in effect when the PJ adopts its rent standard amount.
  - o For not more than 20% of the total number of units assisted in their TBRA program, a PJ may approve, on a unit-by-unit basis, a subsidy based on a rent standard that exceeds the applicable FMR by up to ten percent.

NOTE: The PJ must disapprove a lease if the rent is not reasonable, based on rents that are charged for comparable unassisted rental units.

### Community-wide Exception Rents

Under certain circumstances, HUD approves maximum gross rents for the Section 8 Certificate Program for units in a designated municipality, county or similar locality that are higher than the FMR (see 24 CFR, 882.106(a)(3)). These rents, generally referred to as community-wide exception rents, may equal up to 120% of the FMR applicable to the entire jurisdiction.

The PJ may use HUD-approved exception rents in lieu of the FMR to establish the rent standard for HOME TBRA. HOME does not require that a PJ provide additional rationale for adopting exception rents.

### TBRA in HOME-Assisted Units

Rents in HOME-assisted units must meet the requirements of 24 CFR 92.252. When a family that receives HOME TBRA resides in a HOME-assisted unit, the maximum rental assistance subsidy is the difference between the HOME rent and 30% of the family's adjusted monthly income.

### PJ and Tenant Rent Contributions

The maximum amount of subsidy the PJ may provide to a family is the difference between 30% of the family's monthly adjusted income and the payment standard established by the PJ for the size of unit the family will occupy. The PJ's contribution toward rent may vary each year because the family moves, the rent on the unit increases or decreases, or the family's income changes.

The PJ also must establish a minimum tenant rent contribution. If the PJ is assisting a tenant with a very low-income, that contribution may be minimal.

If a PJ contracts with a PHA to operate its program, it may wish to adopt the Section 8 housing certificate or voucher program rules. Under the certificate program, families pay a specified percentage of their income for housing, usually 30%, and a limit is set on what the owner can charge for rent. Housing vouchers assume that the family will pay 30% of adjusted income, but do not limit the amount an owner can charge for rent. Vouchers limit only the subsidy amount and, therefore, a family may pay more than 30% of its income for rent. A tenant's contribution to rent may change each year as a result of changes in adjusted family income. HUD generally publishes area median incomes in January.

### Rent Increases and Decreases

The owner may adjust the rent levels as leases are renewed. They must be reviewed and approved by the PJ. HUD generally publishes FMRs in late September.

## B. Terms of Assistance

Unlike the Section 8 programs which make payments to the landlord, HOME TBRA payments may be made either to the unit owner or the tenant. The term of the rental assistance contract must begin on the first day of the lease. For a rental assistance contract between the PJ and an owner, the term of the contract must end upon termination of the lease. If a PJ makes payments directly to the family, that agreement need not end upon termination of the lease, but no payments may be made after termination of the lease until the family enters into a new lease.

TBRA agreements may not exceed 24 months. However, the PJ, at its discretion, may renew a TBRA agreement.

## C. Lease Requirements

The term of the lease between a tenant and the owner must be for not less than one year, unless another term is mutually agreed upon by the tenant and the owner.

The lease may not contain any of the following terms (see 24 CFR 92.253(b)):

- o agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
- o agreement by the tenant that the owner may take, hold or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. In that case, the owner may dispose of this personal property in accordance with state law.
- o agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or the failure to act, whether intentional or negligent.
- o agreement of the tenant that the owner may institute a lawsuit without notice to the tenant.
- o agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties.
- o agreement by the tenant to waive any right to a trial by jury.

- o agreement by the tenant to waive the tenant's right to appeal or to otherwise challenge in court a decision in connection with the lease.
- o agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

#### D. Termination of Tenancy

The PJ must develop standards outlining when unit owners may terminate tenancy or refuse to renew a lease in its TBRA program. These standards must be established in writing and be included in the lease between the owner and the TBRA recipient and/or, if appropriate, the TBRA agreement between the PJ and tenant. The PJ should address the permissible grounds for termination or tenancy/refusal to renew and establish notification requirements for these actions. Please note that the requirement for 30 days notice for termination of tenancy/refusal to renew in HOME-assisted units does not apply to owners of units occupied by HOME TBRA recipients.

#### E. Portability

The PJ may require tenants to use their TBRA within the PJ or may establish a portability policy, allowing use of TBRA outside of the jurisdiction. The experience of many PHAs using portable housing vouchers has been that most tenants move to nearby jurisdictions, usually only across city or county lines.

If a PJ permits portability, it must develop procedures to satisfy HOME TBRA requirements at a distance. Unless it limits portability to contiguous jurisdictions, it may be impractical for the PJ to attempt to oversee the program itself. Thus, it may wish to make arrangements with a government agency or PHA in the jurisdiction to which the family is moving to administer the TBRA or to use a subrecipient or contractor to do so. Requirements that the PJ should consider in establishing a portability policy include the need to:

- o initially and annually inspect units occupied by TBRA families;
- o execute necessary documents with the family and the owner; and
- o make monthly rent payments and/or security deposit payments on behalf of the PJ to the owner and/or utility companies.

#### F. Eligible Units

The PJ must establish occupancy standards that will be used to determine the unit size (i.e., number of bedrooms) that TBRA families of various sizes and composition will be permitted to occupy. The PJ's standards for occupancy must be at least as stringent as those set out in the Section 8 Housing Quality Standards (HQS). At the time that it is approved for TBRA, the family should be counseled regarding the size of the unit for which it is approved, whether it will be permitted to select a unit that is larger or smaller than the approved unit size and what the consequences of such a decision will be with respect to the family's monthly contribution toward rent. The PJ may refer the TBRA family to suitable units. However, the PJ must inform the family that it is not obligated to select a referral unit.

Rental units are selected by the tenant, and:

- o may be owned by the PJ, a PHA or another public entity or be privately owned housing;
- o may include units developed or rehabilitated with HOME assistance;
- o may be transitional housing units, if the lease terms meet the minimum lease requirements;
- o must not be units receiving public or Indian housing assistance, any Section 8 rent subsidies, or any other Federal, State or local subsidy that provides a duplicative subsidy to the HOME TBRA recipient or the unit which they propose to rent; and
- o if part of a cooperative, must be rented from the owner of the cooperative unit. HOME TBRA cannot be used to pay cooperative shares if the cooperative membership is considered ownership under HOME.

In conjunction with the annual reexamination of income, the PJ must reexamine the TBRA family's size and composition to determine whether its circumstances have changed. Depending upon the occupancy requirements established by the PJ, a family whose size or composition has changed may be required to find a unit that is suitable to its current circumstances.

Housing occupied by a family receiving TBRA must meet Section 8 HQS. The housing must meet both the performance and acceptability requirements outlined at 24 CFR 982.401. PJs may request waivers to permit specific variations on HQS. Examples that may justify deviations include local climatic or geological conditions or local codes. The PJ must inspect units selected by families receiving TBRA to determine whether they

meet HQS before authorizing their initial rental and, thereafter, must inspect the units annually. The owner must maintain the premises in compliance with all applicable housing quality standards and local code requirements throughout the period of the TBRA family's occupancy.

#### G. Self-Sufficiency Programs

PJs administering a freestanding TBRA program may require HOME TBRA recipients to participate in self-sufficiency programs as a condition of assistance. All terms and conditions of participation should be clearly spelled out in the written agreement between the tenant and the PJ.

During the term of the TBRA contract, the PJ may not withdraw rental assistance based on the tenant's failure to continue participation in the program without providing proper notice in accordance with the standards the PJ established in the TBRA agreement. Because it may prove administratively simpler, PJs considering conditioning rental assistance on participation in such programs may wish to limit the term of assistance to a short period of time (e.g., 6 or 12 months) rather than attempting to terminate assistance for noncompliance during the contract term. In such instances, TBRA participants should be assured that the assistance will be renewed if the conditions established by the PJ are met.

#### H. Making the Payments

Unlike the Section 8 program, which requires that subsidy payments be made directly to the owner, a PJ using HOME TBRA funds may provide monthly payments to the tenant directly or to the owner on behalf of the tenant.

Paying tenants directly may eliminate paperwork and save staff time because no contract between the PJ and owner is necessary. The PJ must, however, examine the lease to make certain it does not contain prohibited lease terms and inspect the unit. A "real-world" tenant-owner market relationship, in which tenants pay owners, results. If the PJ makes payments directly to tenants, the contract should include provisions to recoup HOME funds for nonpayment of rent.

If the PJ decides to pay owners directly, the PJ has the advantage of negotiating the rent. Also, paying the owner directly may encourage private owners to participate because they will receive at least a partial rent payment from the PJ each month. If a PHA administers the program for the PJ, this procedure may be preferable because Section 8 payments are made only to owners. Consequently, the HOME TBRA payments can be easily integrated into the PHA's financial management system, resulting in lower front-end and processing costs.

The PJ also may choose to reimburse tenants for rent paid to the owner. However, this may not be practical because families may not have the money up-front to make their entire rent payment.

## I. Utility Deposits

The PJ may pay utility deposits for tenants who are also participating in a TBRA program or a security deposit program. Deposits may be made for utilities authorized under the Section 8 utility allowance (such as electric, gas, water and trash). Deposits for services incidental to housing, such as telephone service and cable television, cannot be paid with HOME funds.

The PJ may make the utility deposit available to the family as a loan or grant or may make payment directly to the utility company. If offered as a grant, the tenant may keep any remaining funds when the family departs from the unit. If offered as a loan, the PJ must make arrangements with the tenant or utility company to return any remaining funds to it. Returned funds are treated as program income and must be reinvested in other HOME-eligible activities (see 24 CFR 92.503(b)). In determining whether to grant or loan these funds, the PJ should consider the time and effort involved in collecting any remaining funds from the tenant or utility company.

## VIII. SECURITY DEPOSIT PROGRAM

TBRA may be used for security deposits, regardless of whether the tenant is receiving ongoing rental assistance. For a security deposit program:

- o the relevant state or, local definition of "security deposit" in the jurisdiction where the unit is located applies.
- o the maximum amount of HOME funds that may be provided for a security deposit is the equivalent of two months rent for the unit.
- o only the prospective tenant, not the unit owner, may apply for HOME security deposit assistance.
- o all of the above TBRA requirements apply except for the term of assistance and maximum subsidy amount.
- o the lease associated with the security deposit may not contain the prohibited lease provisions outlined in Section VII, C, of this notice and must be in effect for at least one year unless there is mutual agreement between landlord and tenant.
- o payment may be made to the tenant or the landlord.

The PJ may provide security deposits as either a grant or a loan. If offered as a grant, the tenant may keep any remaining funds when the family leaves the unit. If the PJ lends the funds, it must arrange for the tenant or owner to return the funds. If the unit owner subtracts funds from the security deposit to cover damages, the PJ may accept the remaining balance as repayment or require the tenant to repay the entire amount. This requirement should be set out in the written agreement between the PJ and the tenant. In determining whether to grant or loan these funds, the PJ should consider the time and effort involved in collecting any remaining security deposit funds from the tenant or owner after the tenant leaves the unit. Returned security deposit funds are treated as program income and must be reinvested in HOME-eligible activities (see 24 CFR 92.503(b)).

APPENDIX: Exclusions from Income Under Section 8 Income Definition

Annual income does not include the following:

- 1) Resident service stipends of less than \$200 per month (e.g., fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and resident management).
- 2) Adoption assistance payments.
- 3) The full amount of student financial assistance paid directly to the student or to the educational institution.
- 4) Earned income of full-time students age 18 years or older.
- 5) Payments received for the care of foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
- 6) State or local employment training programs and training of resident management staff.
- 7) State tax rent credits and rebates for property taxes paid on a dwelling unit.
- 8) Homecare payments made by a State agency to families that have developmentally disabled children or adult family members living at home.
- 9) Deferred periodic payments of Social Security. Supplemental Income payments and Social Security payments received in a lump sum.

Source: 24 CFR 5.609(c).

·Planning & Zoning  
·Community Development

262.653.4030  
262.653.4045 FAX  
Room 308



·Building Inspections  
·Property Maintenance

262.653.4263  
262.653.4254 FAX  
Room 100

## DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140  
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

### MEMO

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

**FROM:** A. Zohrab Khaligian, Community Development Specialist *AZK*  
Mike Maki, Community Development Specialist *MM*

**RE:** **First Amendment to Agreement by and between the City of Kenosha, Wisconsin, and Michelle Volkmar and Realtors of Kenosha, LLC, d/b/a RE/MAX Elite, Inc.**

**DATE:** June 3, 2013

This memo is requesting approval from the Common Council of the *First Amendment to Agreement by and between the City of Kenosha, Wisconsin, and Michelle Volkmar and Realtors of Kenosha, LLC, d/b/a RE/MAX Elite, Inc.*

The Amendment is to continue the real estate services provided by the agent to list, market and sell properties constructed and/or rehabilitated by the City to income-eligible buyers (see Exhibit A of Agreement) and to monitor the four-unit residential buildings in the Wilson Redevelopment Project Area for potential foreclosures and acquisition (see Exhibit B of Agreement). The term of the Amendment is one year from execution. The Amendment shall be automatically renewed for one (1) additional year if at least four (4) properties are sold during the new term.

To date, two (2) City-owned homes were sold and another four (4) are pending sale. In addition, two (2) four-unit residential buildings in the Wilson Redevelopment Project Area that were going into foreclosure were acquired for \$80,000 each.

Attached is a copy of the amendment, a chart identifying the two homes that were sold and the four pending sale, and a report documenting the agent's efforts and some of the challenges to selling the homes. The City has completed the following in order to improve the sale of the homes:

1. Increased Second Mortgage from 17% to 40% City staff initially recommended increasing the size of the second mortgage provided through the City in order to reduce the size of the first mortgage without reducing the value of the home. The Common Council approved this change in September, 2012. In March, 2013, the Common Council also approved a change which would allow some deferred second mortgages, payable when the home is sold or no longer occupied by the buyers.

2. Reduced Original Listing Prices Per the agent's recommendation, the listing prices of the first set of homes were reduced to spark interest. The Kenosha Housing Authority approved this change in October, 2012. In addition, some offers below the listing and/or reduced price are being accepted.
3. Added Downpayment & Closing Costs to Subsidy Package This was approved by the Kenosha Housing Authority using CDBG and CDBG-EDI funds in October, 2012. The Common Council also approved this package using HOME funds in March, 2013.
4. PNC Bank Approves Second Mortgage Program Per the agent's report, getting a lender to approve the City's Second Mortgage Program has been a significant reason why potential buyers could not be approved. Since PNC approved the program in January, 2013, they became the lender for 1414 59th Street (sold), 5541 24th Avenue (pending), and 6111 18th Avenue (pending).

Finally, the City concurs with the agent's statement that they have become very knowledgeable with the City's Second Mortgage Program, all of the changes listed above, and, most importantly, the various income limits and credit guidelines. This knowledge makes them well qualified to answer questions from other agents and to continue representing the City on the remaining listed properties.

Please contact Zohrab Khaligian at 653.4041 or Mike Maki at 653.4038 if you have any questions.

AZK:kas  
Attachment

**FIRST AMENDMENT TO AGREEMENT**

**By and Between**

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

**and**

**MICHELLE VOLKMAR,  
an Individual**

**and**

**REALTORS OF KENOSHA, LLC, d/b/a RE/MAX ELITE  
a Wisconsin Limited Liability Company**

**WHEREAS**, on May 10, 2012, the City of Kenosha (“CITY”) entered into an agreement with MICHELLE VOLKMAR and REALTORS OF KENOSHA, LLC D/B/A/ RE/MAX ELITE (collectively referred to as “BROKER”) for (1) the marketing and real estate owned by the City as set forth in Exhibit A therein and (2) assistance in the acquisition of 4 unit properties in foreclosure (“Agreement”); and

**WHEREAS**, the Agreement allows for an extension for one year by the mutual consent of the parties; and;

**WHEREAS**, the parties wish to continue the Agreement.

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

1. That the Agreement shall be extended for a one (1) year period from the date of execution of this Amendment by all parties. Further, this Agreement shall automatically renew without any further approval or consent of the parties, for an additional one (1) year if BROKER sells four (4) properties listed on Exhibit A during the extended term of this Agreement.

2. All other terms of the Agreement shall remain in full force and effect during the course of this Agreement.

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

**CITY OF KENOSHA**  
**a Wisconsin Municipality Corporation**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
KEITH G. BOSMAN, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
DEBRA SALAS, Clerk/Treasurer

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** for the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

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

Date: \_\_\_\_\_

\_\_\_\_\_  
**MICHELLE VOLKMAR,**  
**an Individual/Licensed Real Estate Agent**

**STATE OF WISCONSIN )**  
**:SS.**  
**COUNTY OF KENOSHA)**

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2013, **MICHELLE VOLKMAR**, an individual/licensed real estate agent, to me known to be such individual, and acknowledged to me that she executed the foregoing instrument.

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

**REALTORS OF KENOSHA, LLC,**  
**d/b/a RE/MAX ELITE**  
**a Wisconsin Limited Liability Company**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
**MARC FRISCO, Member**

**STATE OF WISCONSIN )**  
**:SS.**  
**COUNTY OF KENOSHA)**

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2013, **MARC FRISCO**, a member, for **REALTORS OF KENOSHA, LLC, d/b/a RE/MAX ELITE** a Wisconsin Limited Liability Company, to me known to be such member of said Wisconsin Limited Liability Company and acknowledged to me that he executed the foregoing instrument as such member of said Wisconsin Limited Liability Company, by its authority.

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

# EXHIBIT "A"

## CITY OF KENOSHA HOUSES FOR SALE

CONSTRUCTED/ APPRAISED	Year Built	Bed	Bath	SF	Model	Appraisal	Reduced	Energy Star	Funding	% Low/ Mod	Home. Educ.	3% Down
6615 15th Avenue*	2005	3	1.5	1596	Hawthorne	\$126,000	\$123,900	N	NSP	50%	KHA	Y
6105 18th Avenue	2009	3	1.5	1498	Montevilla	\$130,000	\$124,900	Y	HOME	80%	Any	Y
6111 18th Avenue	2009	3	2.5	1505	Harvest III	\$130,000	\$124,900	Y	HOME	80%	Any	Y
6115 18th Avenue	2009	3	1.5	1572	Piedmont	\$130,000	\$124,900	Y	HOME	80%	Any	Y
6121 18th Avenue	2009	3	1.5	1594	Hawthorne	\$132,000	\$129,900	Y	HOME	80%	Any	Y
5502 23rd Avenue	2010	3	1.5	1575	Prescott	\$135,000	\$129,900	Y	HOME	80%	Any	Y
5541 24th Avenue**	2008	3	2	1624	Build America	\$135,000	\$129,900	Y	HOME	80%	Any	Y
5421 25th Avenue	2010	3	2.5	1505	Harvest III	\$132,000	\$129,900	Y	HOME	80%	Any	Y
5414 22nd Avenue	2011	3	1.5	1582	Seton	\$130,000	\$124,900	Y	HOME	80%	Any	Y
5420 22nd Avenue	2011	3	1.5	1592	Hawthorne	\$130,000	\$124,900	Y	HOME	80%	Any	Y
5422 22nd Avenue	2011	3	1.5	1575	Piedmont	\$127,000	\$123,900	Y	HOME	80%	Any	Y
5500 24th Avenue	2011	3	1.5	1582	Seton	\$130,000	\$124,900	Y	HOME	80%	Any	Y
2414 55th Street	2011	3	1.5	1567	Monterey	\$115,000	---	Y	HOME	80%	Any	Y
6638 16 <sup>th</sup> Avenue	2012	3	1.5	1567	Monterey	\$123,000	---	Y	NSP	120%	KHA	Y
5810 19th Avenue ***	2012	2	1	1446	(rehab)	\$93,000	---	N	NSP	120%	KHA	Y
5126 21st Avenue	2012	3	1.5	1582	Seton	\$127,000	---	Y	NSP	50%	KHA	Y
5512 24th Avenue	2012	3	1.5	1582	Seton	\$129,000	---	Y	NSP	120%	KHA	Y
6105 25th Avenue	2012	3	1.5	1575	Piedmont	\$129,000	---	Y	NSP	120%	KHA	Y
2103 45th Street	2012	3	1.5	1567	Monterey	\$128,000	---	Y	NSP	50%	KHA	Y

\* property was originally constructed and sold by the City in 2005 and was repurchased by the City after a foreclosure

\*\* accessible house

\*\*\* rehabilitated

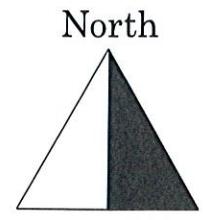
# City of Kenosha

## Wilson Redevelopment Project Area

### Exhibit "B"



--- 4-unit Apartment Buildings



# CITY OF KENOSHA HOUSES FOR SALE

CONSTRUCTED/ APPRAISED	Year Built	Bed	Bath	SF	Model	Appraisal	Reduced	Sold/ Offer	Energy Star	Funding	% Low/ Mod	Home. Educ.	3% Down	Status
✓ 6615 15th Avenue*	2005	3	1.5	1596	Hawthorne	\$126,000	\$123,900	---	N	NSP	50%	KHA	Y	
✓ 5803 16th Avenue	2008	3	4-5	1384	Harvest IV	\$440,000	---	\$110,000	N	HOME	80%	Any	Y	SOLD
✓ 6105 18th Avenue	2009	3	1.5	1498	Montevilla	\$130,000	\$124,900	---	Y	HOME	80%	Any	Y	
✓ 6111 18th Avenue	2009	3	2.5	1505	Harvest III	\$130,000	\$124,900	---	Y	HOME	80%	Any	Y	PENDING
✓ 6115 18th Avenue	2009	3	1.5	1572	Piedmont	\$130,000	\$124,900	---	Y	HOME	80%	Any	Y	
✓ 6121 18th Avenue	2009	3	1.5	1594	Hawthorne	\$132,000	\$129,900	---	Y	HOME	80%	Any	Y	
✓ 5502 23rd Avenue	2010	3	1.5	1575	Prescott	\$135,000	\$129,900	---	Y	HOME	80%	Any	Y	
✓ 5541 24th Avenue**	2008	3	2	1624	Build America	\$135,000	\$129,900	\$110,000	Y	HOME	80%	Any	Y	PENDING
✓ 5521 25th Avenue	2010	3	2.5	1505	Harvest III	\$132,000	\$129,900	\$119,900	Y	HOME	80%	Any	Y	PENDING
✓ 5514 22nd Avenue	2011	3	1.5	1582	Seton	\$130,000	\$124,900	---	Y	HOME	80%	Any	Y	
✓ 5520 22nd Avenue	2011	3	1.5	1592	Hawthorne	\$130,000	\$124,900	---	Y	HOME	80%	Any	Y	
✓ 5522 22nd Avenue	2011	3	1.5	1575	Piedmont	\$127,000	\$123,900	---	Y	HOME	80%	Any	Y	
✓ 5500 24th Avenue	2011	3	1.5	1582	Seton	\$130,000	\$124,900	---	Y	HOME	80%	Any	Y	
✓ 214 55th Street	2011	3	1.5	1567	Monterey	\$115,000	---	---	Y	HOME	80%	Any	Y	
✓ 6638 16th Avenue	2012	3	1.5	1567	Monterey	\$123,000	---	---	Y	NSP	120%	KHA	Y	
5810 19th Avenue ***	2012	2	1	1446	(rehab)	\$93,000	---	---	N	NSP	120%	KHA	Y	
5126 21st Avenue	2012	3	1.5	1582	Seton	\$127,000	---	\$117,000	Y	NSP	50%	KHA	Y	PENDING
5512 24th Avenue	2012	3	1.5	1582	Seton	\$129,000	---	---	Y	NSP	120%	KHA	Y	
6105 25th Avenue	2012	3	1.5	1575	Piedmont	\$129,000	---	---	Y	NSP	120%	KHA	Y	
2103 45th Street	2012	3	1.5	1567	Monterey	\$128,000	---	---	Y	NSP	50%	KHA	Y	
1414-59th Street	2012	3	4-5	1574	Seton	\$125,000	---	\$115,000	Y	NSP	120%	KHA	Y	SOLD

\* property was originally constructed and sold by the City in 2005 and was repurchased by the City after a foreclosure  
 \*\* accessible house  
 \*\*\* rehabilitated

# COK – Contract Renewal

## CLOSED Transactions

1. 5803 16<sup>th</sup> Ave – Curtis Robinson
2. 1414 59<sup>th</sup> Street – Donald Weber

## PENDING or AWAITING APPROVAL Transactions

1. 5541 24<sup>th</sup> Ave
2. 6111 18<sup>th</sup> Ave
3. 5126 21<sup>st</sup> Ave
4. 5421 25<sup>th</sup> Ave

### 1. **Open Line of Communication**

We have provided constant feedback. Once buyer and their agents walk thru the properties. We email them a form to provide feedback. After it has been filled out, we forward it off COK for review. As of now, the overall remarks have been....

- a. Do not meet income and/or credit guidelines
- b. Layouts/floorplans are a high appeal
- c. Buyer really like the idea of the New Construction
- d. Buyers are unsure of locations, schools, etc

When other agents and/or potential buyers or anyone from the COK call or email... we promptly respond; answering all questions to the best of our ability. Should we not have the answer; we will find someone who can provide the correct information.

In the beginning, most of the feedback was that the properties were listed slightly too high. We took this a step further and completed Current Market Analysis's on a few of the listings. After reviewing our results; we agreed. With this new information we gathered, we brought it to the attention of the COK. In return, we had a productive discussion and made slight reductions to the properties that we listed.

### 2. **Marketing**

All of the listings are marketed all over the Internet. Including the top sites; Re/Max.com, Realtor.com, Zillow, Homes.com, Hotpads, HomeFinder, Trulia, AOL Real Estate, Yahoo Real Estate, Google Maps, and so many others. According to many surveys this is the first step for buyers....to search the internet for potential houses. More than 40% of home buyers found the home they purchased on the Internet. (NAR Profile of Home Buys & Sellers)

They are in the Wisconsin and Illinois Multiple Listing Service program. Each house has a yard sign and information packet (located on the kitchen countertops) which includes details of the house and City Offered Programs.

For extra security all houses have SENTRI Lockboxes. This system offers added

security and logs every time someone accesses the lockbox. Date, Time and Name of person entering.

3. **COK Offered Programs**

We have quickly familiarized ourselves with the COK offered Buyer Programs. Many agent and buyers have not completely understood what the COK has available to qualified buyers and we are here to explain the different options.

4. **Lending**

This has been a struggle from the beginning. Many lenders have had difficulty attempting to work with the programs offered by the City. The first transaction with Curtis Robinson proved this. Mr. Robinson started out working with John Flannery then sent to Don Roberts and finally ended up with Bobbie Kowbel. Once the file was in the hands of Bobbie, she had to jump thru many hoops with management and underwriting to have the Programs offered by the City approved. And with that... they were only temporarily (for the Robinson transaction only) approved. After the transaction closed, we asked Bobbie and US Bank if they would be interested in pursuing having the programs permanently approved but they never responded back to us. At that time, we reached out to another local lender and we were given similar no responses.

Finally after the first of the first of the year (Jan 2013)... Mr. Maki was able to get Gary with PNC bank on board with the City. Gary has been very responsive; making communicating with him a breeze.

In short, we believe we have provided exceptional service to the City. We have maintained an open line of communication with all parties, provided constant feedback, top-notch marketing and quickly familiarized ourselves with the different program options offered to Buyers. Because our office has a "team" mentality with 2 Realtors and a Licensed Assistant, we can competently and successfully manage the volume these listings bring. We continue to be dedicated in this unique project and would welcome the opportunity to continue marketing and bring the rest of these homes to a "closed" status.

MLS Number	Property Address	Listed Date	List Price	# of Showings
<u>1295388</u> (A)	5512 24TH AVE	2-22-13	Started At \$129,000 Now - \$129,000	<u>5</u>
<u>1293085</u> (A)	5126 21ST AVE	2-6-13	Started At \$127,000 Now - \$127,000	<u>5</u>
<u>1292079</u> (A)	6638 16TH AVE	01/30/13	Started At \$123,000 Now - \$123,000	<u>2</u>
<u>1291188</u> (A)	6105 25TH AVE	1-22-13	Started at \$129,000 Now - \$129,000	<u>3</u>
<u>1286319</u> (A)	2103 45TH ST	12-3-12	Started at \$128,000 Now - \$128,000	<u>5</u>
<u>1281954</u> (A)	2414 55TH ST	10-26-12	Started at \$115,000 Now - \$115,000	<u>11</u>
<u>1277955</u> (A)	5500 24TH AVE	9-24-12	Started at \$130,000 Now - \$124,900	<u>3</u>
<u>1277950</u> (A)	5420 22ND AVE	9-24-12	Started at \$130,000 Now - \$124,900	<u>1</u>
<u>1277946</u> (A)	5414 22ND AVE	9-24-12	Started at \$130,000 Now - \$124,900	<u>2</u>
<u>1277944</u> (A)	5422 22ND AVE	9-25-12	Started at \$127,000 Now - \$123,900	<u>2</u>
<u>1264439</u> (AO)	5541 24TH AVE	6-26-12	Started at \$135,000 Now - \$129,900	<u>7</u>
<u>1264414</u> (A)	5502 23RD AVE	6-26-12	Started at \$135,000 Now - \$129,900	<u>1</u>
<u>1264406</u> (A)	5421 25TH AVE	6-26-12	Started at \$132,000 Now - \$129,900	<u>9</u>
<u>1263760</u> (A)	6121 18TH AVE	6-21-12	Started at \$132,000 Now - \$129,900	<u>3</u>
<u>1263756</u> (AO)	6111 18TH AVE	6-21-12	Started at \$130,000 Now - \$124,900	<u>7</u>
<u>1263752</u> (A)	6115 18TH AVE	6-21-12	Started at \$130,000 Now - \$124,900	<u>3</u>
<u>1263232</u> (A)	6105 18TH AVE	6-18-12	Started at \$130,000 Now - \$124,900	<u>2</u>
<u>1263196</u> (A)	6615 15TH AVE	6-18-12	Started at \$126,000 Now - \$123,900	<u>8</u>

Planning & Zoning  
Community Development

262.653.4030  
262.653.4045 FAX  
Room 308



Building Inspections  
Property Maintenance

262.653.4263  
262.653.4254 FAX  
Room 100

## DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140  
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

**TO:** Members of the Finance Committee  
**FROM:** Martha Swartz, Property Maintenance Inspector MS  
Department of Community Development and Inspections  
**SUBJECT:** Request for Rescindment of Reinspection Fees - 5715 13<sup>th</sup> Avenue  
Owner/Petitioner: Thomas Saniat; Property Type: Multi-family Rental  
**DATE:** May 16, 2013

The applicant, Thomas Saniat, is rescindment two reinspection fees in the total amount of \$270.00. The reinspection fees were issued per Section 16.251 of the Code of General Ordinances for violations not complied in the Order to Repair issued January 28, 2011. The following sequence of events is pertinent to this issue:

June 30, 2010	An order was issued to the previous owner of the above-referenced property. The order was for numerous repairs, including repair/replacement of the southwest porch structure that sustained fire damage.
January 28, 2011	The Order to Repair was re-issued to the new owner, Thomas Saniat. Mr. Saniat stated he would get a permit and complete porch repairs
April, 2011	Mr. Saniat obtained a porch permit. He met with the building inspector numerous times throughout the year and changed the design of the porch.
Nov. 14, 2012	A reinspection fee in the amount of \$72.00 was issued for failure to complete the repairs to the porch.
Nov. 20, 2012	A reinspection fee in the amount of \$90.00 was issued.
Nov. 29, 2012	A reinspection fee in the amount of \$180.00 was issued.
December, 2012	Mr. Saniat obtained a new porch permit due to the change in the design of the porch
Dec. 13, 2012	The \$72.00 reinspection fee was paid by Mr. Saniat
January 23, 2013	Reinspection fees in the amount of \$90.00 and \$180.00 remain unpaid and are approved by Common Council as a Special Charge against the property, along with a \$100.00 administrative fee for each reinspection.
May 14, 2013	Inspection records show that the posthole inspection passed.

As of May 16, 2013, the porch repair has not been completed; and, staff recommends denial of the request for the rescindment of the reinspection fees.

MES/saz  
Attachments

Common Council Agenda Item H.2.  
Finance Item 8

June 3, 2013 Page 130

RESOLUTION NO. \_\_\_\_\_

BY: FINANCE COMMITTEE

**To Rescind One (1) Special Charge Levied by Resolution No.013-13  
Against Parcel No. 12-223-31-455-011  
(5715 13<sup>th</sup> Avenue), Kenosha, Wisconsin**

WHEREAS, on January 23, 2013, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 013-13 levying special charges for reinspection fees for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Community Development and Inspections; and,

WHEREAS, it has been stated by the property owner, Thomas Saniat, that two (2) special charges should not have been levied on one (1) of those parcels; to wit: Parcel No. 12-223-31-455-011 (5715 13<sup>th</sup> Avenue), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that one (1) Special Charge in the amount of \$190.00 and one (1) Special Charge in the amount of \$280.00 levied by Resolution No. 013-13 against Parcel No. 12-223-31-455-011 (5715 13<sup>th</sup> Avenue), Kenosha, Wisconsin be and hereby is rescinded.

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

PAGE 1 QA

Appeal Form

Property Address: 5715 & 5721 13 AVE Date: 12/29-2012

Appeal is for:  Special Assessment <sup>shows?</sup>  Reinspection Fees  Board up Fee  Penalty Fee  
Other

Amount: 72-90-100-180 12/11/12 \* 12/29/12 \* 12/31/12

Property Owner: THOMAS SANIAT OWNER

Petitioner: THOMAS SANIAT

Mailing Address: PO BOX 74 KENOSHA WI 53140

Home Phone Number: 262 748 0169 Daytime Phone Number: 262 748 0169

E-mail Address: TOMSANIAT@yahoo.com

Reason for Appeal (if more space is needed, please attach information to this form):

WISC. STAT & US FED CONSTITUTIONAL ISSUES -  
THESE ARE SOME BUT NOT ALL REASONS -  
ALSO RESERVE RIGHT TO SUPPLEMENT APPEAL'S  
Please supply me w/ ALL CITATIONS, NOTES, PHOTOS - ETC -  
COMPLAINTS - WRITTEN & SIGNED & OTHER NOTES ON COMPLAINTS  
Along w/ ID of complainants - PHONE NOTES w/ ALL  
CITY OFFICES - BUDG INCLUDED - SO THAT I  
MIGHT BE BETTER INFORMED FOR THIS APPEAL  
PROCESS - ALSO ANY OTHER SAME INFO ON 5721-13 AVE  
KENOSHA WI 53140

Petitioner's Signature: [Signature]  
Thomas Saniat

Please return to:  
Department of Community Development and Inspections  
625 52<sup>nd</sup> Street, Room 100, Kenosha, Wisconsin 53140  
Phone: 262.653.4263; Fax: 262.653.4254



Page 1 of 2  
BINFORMS Appeal Form  
ANY QUESTIONS - Please call 748 0169  
Common Council Agenda Item #12  
Finance Item #8  
June 3, 2013 Page 132  
THOMAS SANIAT@yahoo.com

 COPY

CITY OF KENOSHA  
DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS  
MUNICIPAL BUILDING  
625 52ND STREET ROOM 100  
KENOSHA WI 53140-3480  
262.653.4263

---

BILLING NOTICE

THOMAS SANIAT  
PO BOX 74  
KENOSHA, WI 53141-0074

Billing Date: 11/21/12

Case # H100452

Reinspection Fee Pursuant to Section 16.251, *Code of General Ordinances* for  
Failure to Make Required Repairs

Property Located at: 05715 013 AV

Parcel Number: 12-223-31-455-0110

Inspection Date: 11/20/12

Amount to be Paid: \$90.00

Payable to the City of Kenosha on or Before: 12/26/12

---

If this fee is not paid in full by the due date, the fee, along with an additional \$100.00 Administrative Fee, will be processed as a special assessment against the real estate upon which the reinspections were made.

This is the only billing notice you will receive for this reinspection.

THIS NOTICE MUST BE INCLUDED WITH PAYMENT

CITY OF KENOSHA  
DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS  
MUNICIPAL BUILDING  
625 52ND STREET ROOM 100  
KENOSHA WI 53140-3480  
262.653.4263

---

BILLING NOTICE

THOMAS SANIAT  
PO BOX 74  
KENOSHA, WI 53141-0074

Billing Date: 11/30/12

Case # H100452

Reinspection Fee Pursuant to Section 16.251, *Code of General Ordinances* for  
Failure to Make Required Repairs

Property Located at: 05715 013 AV

Parcel Number: 12-223-31-455-0110

Inspection Date: 11/29/12

Amount to be Paid: \$180.00

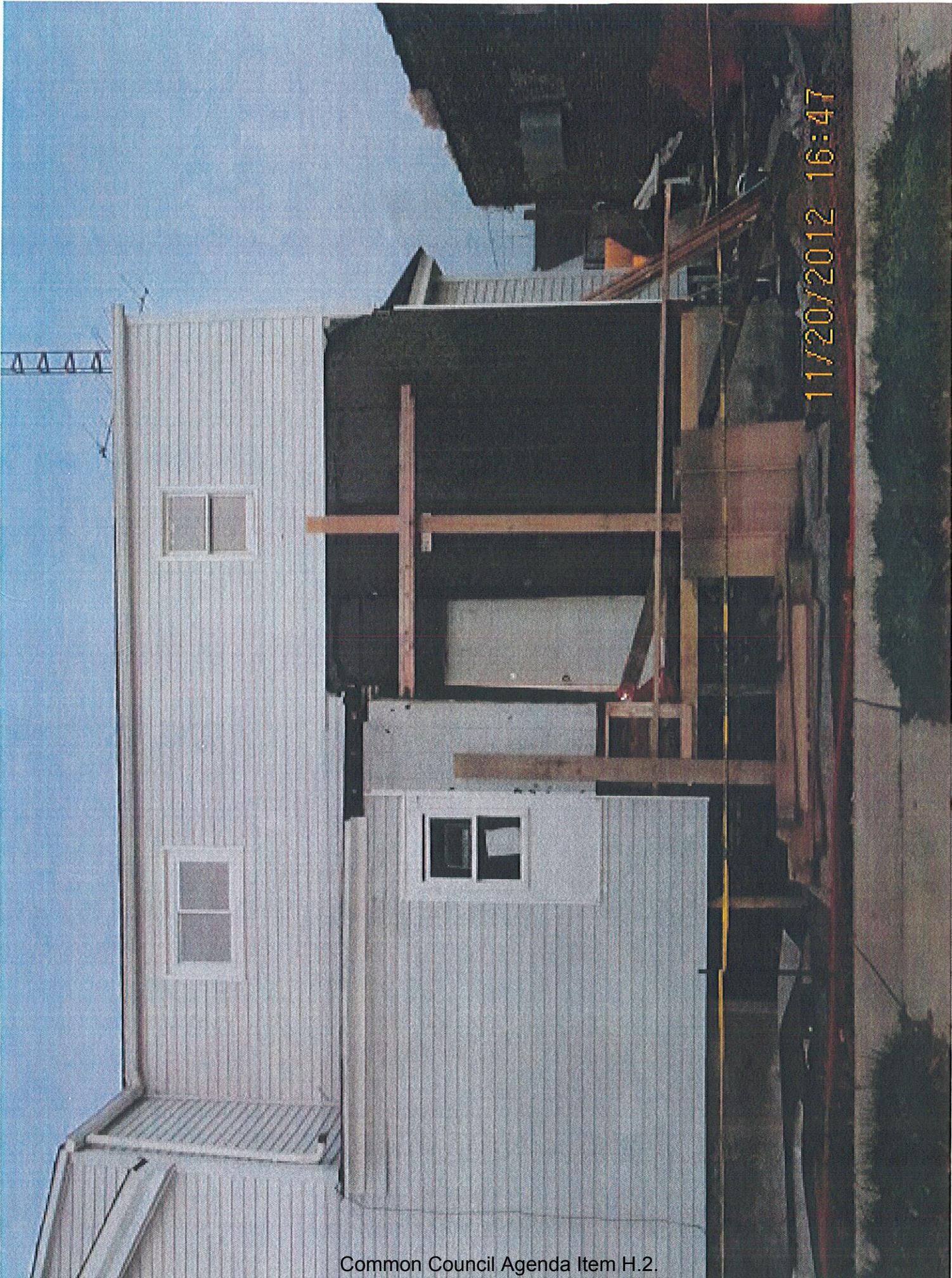
Payable to the City of Kenosha on or Before: 12/31/12

---

If this fee is not paid in full by the due date, the fee, along with an additional \$100.00 Administrative Fee, will be processed as a special assessment against the real estate upon which the reinspections were made.

This is the only billing notice you will receive for this reinspection.

THIS NOTICE MUST BE INCLUDED WITH PAYMENT



11/20/2012 16:47



05/03/2013 12:50

Planning & Zoning

Community Development

262.653.4030  
262.653.4045 FAX  
Room 308



Building Inspections

Property Maintenance

262.653.4263  
262.653.4254 FAX  
Room 100

## DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140  
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

**TO:** Members of the Finance Committee  
**FROM:** Martha Swartz, Property Maintenance Inspector *MES*  
Department of Community Development and Inspections  
**SUBJECT:** Request for Refund of Reinspection Fees - 5715 13<sup>th</sup> Avenue  
Owner/Petitioner: Thomas Saniat; Property Type: Multi-family Rental  
**DATE:** May 16, 2013

The applicant, Thomas Saniat, is requesting a refund of a reinspection fee in the amount of \$72.00. The reinspection fee was issued per Section 16.251 of the Code of General Ordinances for violations not complied in the Order to Repair issued January 28, 2011. The following sequence of events is pertinent to this issue:

June 30, 2010	An order was issued to the previous owner of the above-referenced property. The order was for numerous repairs, including repair/replacement of the southwest porch structure that sustained fire damage.
January 28, 2011	The Order to Repair was re-issued to the new owner, Thomas Saniat. Mr. Saniat stated he would get a permit and complete porch repairs
April, 2011	Mr. Saniat obtained a porch permit. He met with the building inspector numerous times throughout the year and changed the design of the porch.
Nov. 14, 2012	A reinspection fee in the amount of \$72.00 was issued for failure to complete the repairs to the porch.
Nov. 20, 2012	A reinspection fee in the amount of \$90.00 was issued.
Nov. 29, 2012	A reinspection fee in the amount of \$180.00 was issued.
December, 2012	Mr. Saniat obtained a new porch permit due to the change in the design of the porch
December 13, 2012	The \$72.00 reinspection fee was paid by Mr. Saniat.
January 23, 2013	Reinspection fees in the amount of \$90.00 and \$180.00 remain unpaid and are approved by Common Council as a Special Charge against the property, along with a \$100.00 administrative fee for each reinspection.
May 14, 2013	Inspection records show that the posthole inspection passed.

As of May 16, 2013, the porch repair has not been completed; and, staff recommends denial of the request for the refund of the reinspections fee.

MES/saz  
Attachments

PAGE 1 Q4

Appeal Form

Property Address: 5715 & 5721 13 AVE Date: 12/24-2012

Appeal is for:  Special Assessment <sup>spew?</sup>  Reinspection Fee <sup>3</sup>  Board up Fee  Penalty Fee  
Other

Amount: \$12 - 90-100? - 180 12/11/12 \* 12/20/12 \* 12/31/12

Property Owner: THOMAS SANIAT OWNER

Petitioner: THOMAS SANIAT

Mailing Address: PO Box 74 KENOSHA WI 53140

Home Phone Number: 262 748 0169 Daytime Phone Number: 262 748 0169

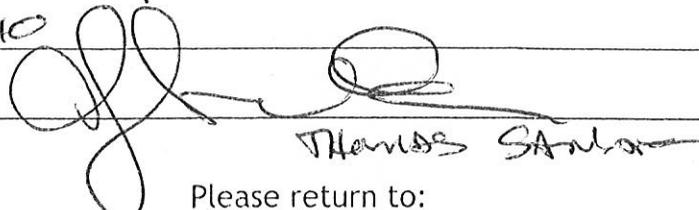
E-mail Address: TOMSANIAT@yahoo.com

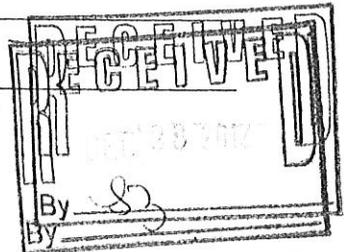
Reason for Appeal (if more space is needed, please attach information to this form):

WISC. STATE & US FED CONSTITUTIONAL ISSUES -  
THESE ARE SOME, BUT NOT ALL REASONS -  
ALSO RESERVE RIGHT TO SUPPLEMENT APPEAL'S  
Please supply me w/ ALL CITATIONS - NOTES - PHOTOS - ETC -  
COMPLAINTS - WRITTEN & SIGNED & OTHER NOTES ON COMPLAINTS  
Along w/ ID of complainants - PHONE NOTES w/ ALL  
CITY OFFICES - BLDG INCLUDED - SO THAT - I  
MIGHT BE BETTER INFORMED FOR THIS APPEAL  
PROCESS - ALSO ANY OTHER SAME INFO ON 5721-13 AVE

Kenosha WI 53140

Petitioner's Signature:

  
THOMAS SANIAT



Please return to:  
Department of Community Development and Inspections  
625 52<sup>nd</sup> Street, Room 100, Kenosha, Wisconsin 53140  
Phone: 262.653.4263; Fax: 262.653.4254



CITY OF KENOSHA  
DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS  
MUNICIPAL BUILDING  
625 52ND STREET ROOM 100  
KENOSHA WI 53140-3480  
262.653.4263

---

### BILLING NOTICE

THOMAS SANIAT  
PO BOX 74  
KENOSHA, WI 53141-0074

Billing Date: 11/16/12

Case # H100452

Reinspection Fee Pursuant to Section 16.251, *Code of General Ordinances* for  
Failure to Make Required Repairs

Property Located at: 05715 013 AV

Parcel Number: 12-223-31-455-0110

Inspection Date: 11/14/12

Amount to be Paid: \$72.00

Payable to the City of Kenosha on or Before: 12/17/12

---

If this fee is not paid in full by the due date, the fee, along with an additional \$100.00 Administrative Fee, will be processed as a special assessment against the real estate upon which the reinspections were made.

This is the only billing notice you will receive for this reinspection.

THIS NOTICE MUST BE INCLUDED WITH PAYMENT

CITY OF KENOSHA  
 DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS  
 625-52ND STREET, ROOM 100      KENOSHA, WI 53140

RECEIVED FROM:    SANIAT, THOMAS  
 DATE RECEIVED:    DECEMBER 13, 2012  
 AMOUNT RECEIVED:      \$72.00  
 OPERATOR ID.:      HGAILR

RECEIPT TYPE: MISCELLANEOUS  
 PAYMENT METHOD: CASH

DESCRIPTION	AMOUNT
H100452, 5715 13TH AVENUE REINSPECTION FEE	\$72.00

5715 - 13 Avenue



11/14/2012 13:47

Planning & Zoning

Community Development

262.653.4030  
262.653.4045 FAX  
Room 308



Building Inspections

Property Maintenance

262.653.4263  
262.653.4254 FAX  
Room 100

## DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140  
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

**TO:** Members of the Finance Committee

**FROM:** Louis Chiappetta, Property Maintenance Inspector   
Department of Community Development and Inspections

**SUBJECT:** Appeal of Reinspection Fees - 2915 63<sup>rd</sup> Street Lower  
Owner: John Chiappetta; Property Type: Two-family Rental

**DATE:** May 16, 2013

The applicant, John Chiappetta, is requesting rescindment of three (3) reinspection fees in the total amount of \$342.00. The reinspection fees were issued per Section 16.251 of the Code of General Ordinances for violations not complied in the Order to Repair issued March 18, 2013. The following sequence of events is pertinent to this issue:

March 18, 2013	Initial inspection. Saw that the furnace was red-tagged by WE Energies on March 5, 2013. Phone John Chiappetta, Property Owner, from site and told him I will be posting an Order to Repair today with a 24-hour comply date for repair/replacement of the furnace. He stated he doesn't have any money. I said if the order is not complied, escalating reinspection fees would be charged.
March 19, 2013	Attempt to reinspect lower unit. Tenant not home.
March 20, 2013	Letter mailed to owner stating that if furnace is not repaired, escalating reinspection fees will be charged.
March 21, 2013	Reinspection of lower unit revealed that furnace was not repaired. A reinspection fee of \$72.00 was charged.
March 22, 2013	Reinspection of lower unit revealed that furnace was not repaired. A reinspection fee of \$90.00 was charged.
March 26, 2013	Attempt to reinspect lower unit. No answer
March 27, 2013	Reinspection of lower unit revealed that furnace was not repaired. A reinspection fee of \$180.00 was charged.
April 2, 2013	Reinspection conducted. Tenant stated she will be moving on April 8, 2013.
April 3, 2013	Owner came into our office to appeal the reinspection fees. He again stated that he has no money and is unable to get credit.

Due to the fact that the property owner made no attempt to make the repairs, staff recommends denial of the petitioner's request to rescind the reinspection fees.

LFC/saz  
Attachments

City of Kenosha  
Department of Community Development & Inspections  
625 52<sup>nd</sup> Street, Kenosha, Wisconsin

Appeal Form

Property Address: 2915-63rd St Date: 4/19/13

Appeal is for: \_\_\_ Special Assessment  <sup>3</sup> Reinspection Fee \_\_\_ Board-up Fee \_\_\_ Penalty Fee  
\_\_\_ Other DATE 3/21/13 @ 72<sup>00</sup> 3/22/13 90<sup>00</sup> 3/27/13 180<sup>00</sup>

Amount: \_\_\_\_\_

Property Owner: John A. Chiappetta

Petitioner: John A. Chiappetta

Mailing Address: 2103-64th St

Home Phone Number: (262) 229-2299 Daytime Phone Number: (262) 358-5693

E-mail Address: jchips61@aol.com

Reason for Appeal (if more space is needed, please attach information to this form):

The person who called your office was trespassing  
She had been issued 2 orders to vacate one in  
Nov 2012. I then received partial payment from  
Community Action and I was required to let her  
stay 1 month. The person continued to not pay.  
and I issued a 2nd notice of 4/1/13, The person  
was trespassing and had no right to be in the home  
Please give me the opportunity to present my  
case in detail to the Review board. I will  
provide additional supporting documents at the appeal

Petitioner's Signature: J A Chiappetta

Please return to:  
Department of Community Development and Inspections  
625 52<sup>nd</sup> Street, Room 100, Kenosha, Wisconsin 53140  
Phone: 262.653.4263; Fax: 262.653.4254



Planning & Zoning  
Community Development  
262.653.4030  
262.653.4045 FAX  
Room 308



Building Inspections  
Property Maintenance  
262.653.4263  
262.653.4254 FAX  
Room 100

## DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140  
[www.kenosha.org](http://www.kenosha.org)

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

Case No: H130143  
March 19, 2013

John Chiappetta  
2103 64<sup>th</sup> Street  
Kenosha, WI 53143

Dear Mr. Chiappetta:

**SUBJECT:** Property Maintenance Code Violations at 2915 63<sup>rd</sup> Street, Lower

This letter is in follow-up to our phone conversation on March 18, 2013, regarding a violation at the rental unit at the above-referenced property. As we discussed, the Department of Community Development and Inspections received a "no heat" complaint for the lower unit.

At the time of my inspection, there was no heat in the apartment. I noted that on March 5, 2013, WE Energies "red-tagged" the furnace; thus, the occupants have been without heat since March 5.

As I stated, I posted an Order to Repair on the building for repair or replacement of the furnace for this unit. A 24-hour compliance time was given to repair the furnace and supply heat to maintain a temperature of not less than 68°F in all habitable rooms.

As further discussed, should you fail to correct the heating violation, you will be subject to reinspection fees. The amount of the reinspection fees will begin at \$72.00 and escalate with each reinspection that shows noncompliance, with a maximum fee of \$360.00. I will conduct daily reinspections unit you comply or the occupants move.

It is in your best interest to repair or replace the furnace. If you have any questions regarding this letter or the *Order to Repair*, please contact me at 262.653.4279. If it is more convenient, you may e-mail me at [lchiappetta@kenosha.org](mailto:lchiappetta@kenosha.org). I look forward to hearing from you.

Sincerely,

DEPARTMENT OF COMMUNITY  
DEVELOPMENT AND INSPECTIONS

Louis F. Chiappetta  
Property Maintenance Inspector

LFC:saz

Common Council Agenda Item L2  
Finance Item 10

June 3, 2013 Page 144

CITY OF KENOSHA  
DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS  
MUNICIPAL BUILDING  
625 52ND STREET ROOM 100  
KENOSHA WI 53140-3480  
262.653.4263

---

BILLING NOTICE

JOHN CHIAPPETTA  
2103 64TH ST  
KENOSHA, WI 53143

Billing Date: 03/22/13

Case # H130143

Reinspection Fee Pursuant to Section 16.251, *Code of General Ordinances* for  
Failure to Make Required Repairs

Property Located at: 02915 063 ST

Parcel Number: 01-122-01-154-0030

Inspection Date: 03/21/13

Amount to be Paid: \$72.00

Payable to the City of Kenosha on or Before: 04/22/13

---

If this fee is not paid in full by the due date, the fee, along with an additional \$100.00 Administrative Fee, will be processed as a special assessment against the real estate upon which the reinspections were made.

This is the only billing notice you will receive for this reinspection.

THIS NOTICE MUST BE INCLUDED WITH PAYMENT

CITY OF KENOSHA  
DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS  
MUNICIPAL BUILDING  
625 52ND STREET ROOM 100  
KENOSHA WI 53140-3480  
262.653.4263

---

BILLING NOTICE

JOHN CHIAPPETTA  
2103 64TH ST  
KENOSHA, WI 53143

Billing Date: 04/01/13

Case # H130143

Reinspection Fee Pursuant to Section 16.251, *Code of General Ordinances* for  
Failure to Make Required Repairs

Property Located at: 02915 063 ST

Parcel Number: 01-122-01-154-0030

Inspection Date: 03/27/13

Amount to be Paid: \$180.00

Payable to the City of Kenosha on or Before: 05/01/13

---

If this fee is not paid in full by the due date, the fee, along with an additional \$100.00 Administrative Fee, will be processed as a special assessment against the real estate upon which the reinspections were made.

*If you believe you have received this invoice in error, you may request an appeal form from the Department of Community Development and Inspections.*

This is the only billing notice you will receive for this reinspection.

THIS NOTICE MUST BE INCLUDED WITH PAYMENT

CITY OF KENOSHA  
DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS  
MUNICIPAL BUILDING  
625 52ND STREET ROOM 100  
KENOSHA WI 53140-3480  
262.653.4263

---

BILLING NOTICE

JOHN CHIAPPETTA  
2103 64TH ST  
KENOSHA, WI 53143

Billing Date: 04/01/13

Case # H130143

Reinspection Fee Pursuant to Section 16.251, *Code of General Ordinances* for  
Failure to Make Required Repairs

Property Located at: 02915 063 ST

Parcel Number: 01-122-01-154-0030

Inspection Date: 03/22/13

Amount to be Paid: \$90.00

Payable to the City of Kenosha on or Before: 05/01/13

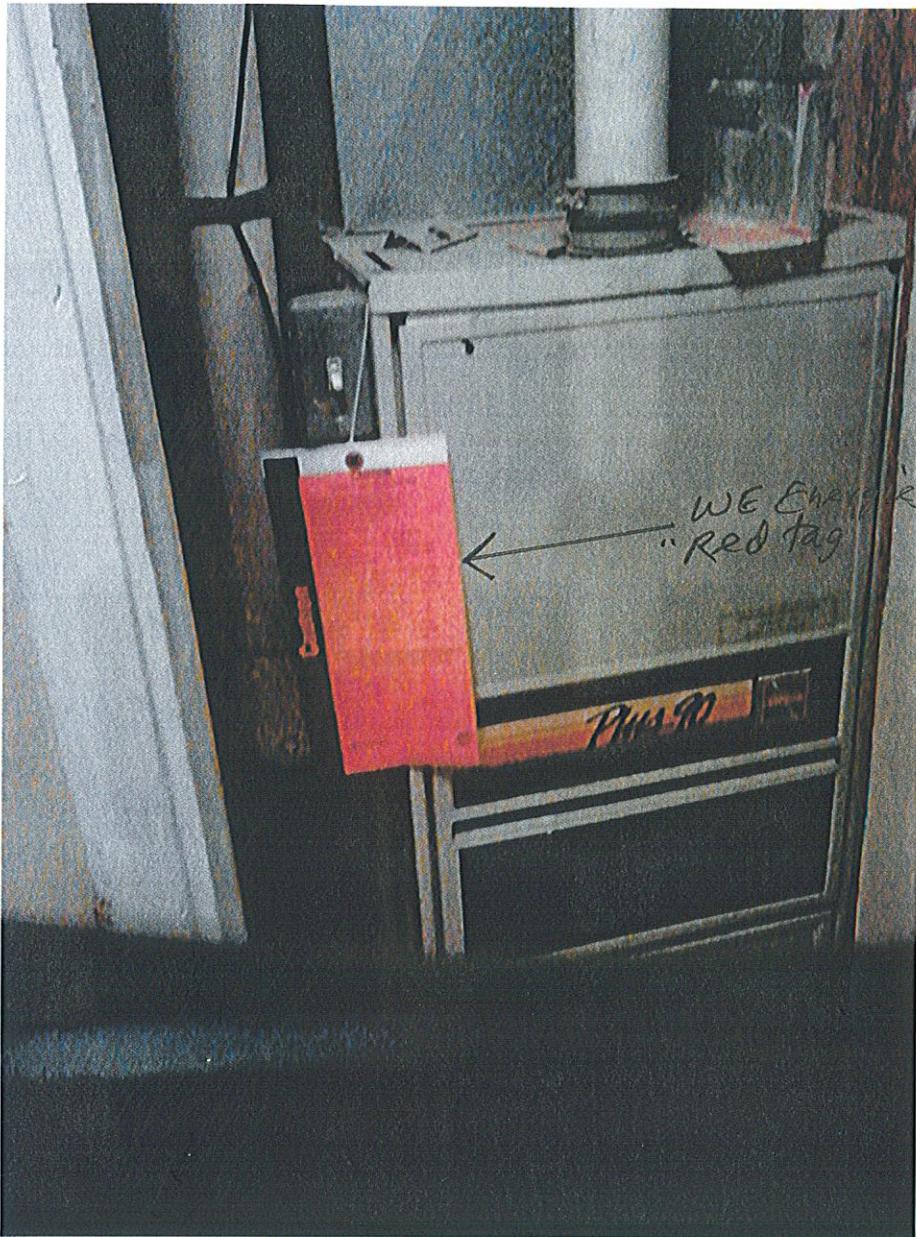
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If this fee is not paid in full by the due date, the fee, along with an additional \$100.00 Administrative Fee, will be processed as a special assessment against the real estate upon which the reinspections were made.

*If you believe you have received this invoice in error, you may request an appeal form from the Department of Community Development and Inspections.*

This is the only billing notice you will receive for this reinspection.

THIS NOTICE MUST BE INCLUDED WITH PAYMENT



Furnace  
for Lower Unit,  
Red tagged by  
WE Energies

Property Address: 2915 63<sup>rd</sup> St - Lower  
Property Owner: John Chiappetta  
Date / Initial Inspection: 3/18/13

Property Address: 2915 63rd St  
(Lower)

Property Owner: John  
Chiappetta

Reinjection done  
on 3/21/13.  
NO work done on  
the furnace,  
Still red tagged  
by WE Energies

WE Red Tag

03/21/2013 13:23

Property Address: 2915 63rd St,  
(Lower)

Property Owner: John  
Chiappetta

Reinspection done  
on 3/22/13

Still no work  
done to furnace

Red tagged

03/22/2013 13:35

Property Address: 2915 63rd St,  
(Lower)

Property Owner: John  
Chiappetta

Note date (4-2-13) of  
this photo. Fourteen  
(14) days had elapsed  
from comply date and  
owner still failed to  
Repair/replace the  
furnace.

04/02/2013



**FISCAL NOTE  
CITY OF KENOSHA  
DEPARTMENT OF FINANCE**

**PREPARED FOR:** Finance Committee

**ITEM:** Disbursement Record #9

**ESTIMATED FINANCIAL IMPACT:**

No additional fiscal note needed.

**Date Prepared:** 05/23/13

**Prepared By:** *MCS*

**Reviewed By:** 

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128084	5/01	CLERK OF CIRCUIT COURT	110-01-50301-219-000	DOCKETING FEE	6.25
128085	5/01	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000	05/13 HEALTH SERVICE	53,668.08
128086	5/01	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000 110-01-51801-389-000 521-09-50101-375-000 110-03-53109-375-000 110-03-53109-375-000	04/13 ST-ELECTRICAL 04/13 MB-ELECTRICAL 04/13 AR-ELECTRICAL 04/13 ST-ELECTRICAL 04/13 ST-ELECTRICAL ..... CHECK TOTAL	54.58 52.53 48.91 31.36 11.17 198.55
128087	5/01	CARDINAL HEALTH	206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000	04/13 FD MEDICAL SUP 04/13 FD MEDICAL SUP 04/13 FD MEDICAL SUP 04/13 FD MEDICAL SUP ..... CHECK TOTAL	356.87 279.86 203.96 178.92 1,019.61
128088	5/01	KENOSHA JOINT SERVICES	110-02-52111-251-000 110-02-52202-251-000	05/13 JOINT SERVICES 05/13 JOINT SERVICES ..... CHECK TOTAL	226,790.80 56,697.70 283,488.50
128089	5/01	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	03/13-FD DRUGS	246.85
128090	5/01	KENOSHA NEWS	110-00-21104-000-000	04/13 FEC'S LIC NTC	43.35
128091	5/01	PALMEN BUICK	420-11-51301-579-000 420-11-51301-579-000 420-11-51301-579-000	2013 DODGE CARAVAN SPARE TIRE TITLE & REGISTRATION ..... CHECK TOTAL	21,459.00 360.00 74.50 21,893.50
128092	5/01	SHERWIN WILLIAMS CO.	110-05-55109-344-000	03/13-PA PAINT/SUPPL	77.00
128093	5/01	FIRST SUPPLY CO.	110-01-51801-389-000	04/13 MB SUPPLIES AN	128.52
128094	5/01	NOTARY BOND RENEWAL SERVICE	110-01-51301-311-000	FRANCA CARLS-APPL	25.00
128095	5/01	TRAFFIC & PARKING CONTROL CO	110-03-53109-373-000	REPAIR WIRING	472.50
128096	5/01	KENOSHA COUNTY	110-02-52105-283-000	05/13 MONTHLY RENT	11,113.83

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128097	5/01	WILLKOMM INC., JERRY	630-09-50101-392-000	04/13-SE DIESEL FUEL	24,622.96
			630-09-50101-391-000	04/13-SE UNLEADED GA	24,472.50
			521-09-50101-341-000	04/13-AR FUEL	363.00
				..... CHECK TOTAL	49,458.46
128098	5/01	REINDERS INC.	521-09-50101-344-000	04/13 AR MAINTENANCE	499.40
			521-09-50101-344-000	04/13 AR MAINTENANCE	450.00
			521-09-50101-344-000	04/13 AR MAINTENANCE	430.68
			110-05-55109-344-000	04/13 PA PARTS AND S	24.70
		..... CHECK TOTAL	1,404.78		
128099	5/01	WEST GROUP	110-01-50301-322-000	03/12-LE ONLINE MATE	752.00
			110-01-50301-322-000	03/13-LE SUBSCRIPTIO	418.38
			110-01-50301-322-000	03/13-LE SUBSCRIPTIO	219.41
				..... CHECK TOTAL	1,389.79
128100	5/01	WIS FUEL & HEATING INC	630-09-50101-393-000	04/13-CE LUBRICANTS/	6,060.50
			630-09-50101-393-000	04/13-CE LUBRICANTS/	734.40
				..... CHECK TOTAL	6,794.90
128101	5/01	BROOKS TRACTOR, INC.	630-09-50101-393-000	04/13 CE-PARTS/MATRL	114.72
			630-09-50101-393-000	04/13 CE #2216 PARTS	52.81
				..... CHECK TOTAL	167.53
128102	5/01	FABCO EQUIPMENT, INC.	630-09-50101-393-000	PARTS FOR STOCK	4,203.36
128103	5/01	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	04/13 MED DIRECTOR S	5,543.50
128104	5/01	WISCONSIN SCREEN PROCESS, INC	206-02-52205-344-000	04/13 IDENTIFIERS	126.56
128105	5/01	KENOSHA AREA BUSINESS	761-09-50101-323-000	4/13-3/14 DUES	265.00
128106	5/01	NEHER ELECTRIC SUPPLY	630-09-50101-393-000	04/13-SE PHILLIPS LA	653.20
128107	5/01	OFFICEMAX	205-03-53118-311-000	04/13 WA #2485 OFFC	184.82
			501-09-50101-311-000	04/13 SW #2497 OFFC	179.97
			611-09-50101-155-504	04/13 HR #2489 OFFC	59.51
			110-01-51101-311-000	04/13 FN #2486 OFFC	43.38
			110-01-51301-311-000	04/13 AD #2479 OFFC	38.75
			110-02-52103-311-000	04/13 PD #2487 OFFC	37.86
			110-02-52201-311-000	04/13 FD #2488 OFFC	23.19
			110-01-51601-311-000	WIRELESS KEYBOARD	22.52
				..... CHECK TOTAL	590.00

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128108	5/01	WIS DEPT OF TRANSPORTATION	402-11-51205-589-000	1032-10-72 PROGRESS	1,771.75
			402-11-51205-589-000	1032-10-72 PROGRESS	118.15
				..... CHECK TOTAL	1,889.90
128109	5/01	LINCOLN CONTRACTORS SUPPLY	110-05-55109-361-000	SAW/DRILL	639.00
			501-09-50105-355-000	04/13-SW TOOLS/SUPPL	284.80
			110-05-55109-361-000	BATTERIES	200.99
			501-09-50105-344-000	04/13-SW TOOLS/SUPPL	133.96
				..... CHECK TOTAL	1,258.75
128110	5/01	COLLEGE OF DUPAGE	110-02-52107-264-000	REG FEES 3/22& 3/28	529.00
128111	5/01	PETCO	213-09-50101-381-000	03/13-PET FOOD/SUPPL	66.91
			213-09-50101-381-000	03/13-PET FOOD/SUPPL	39.99
				..... CHECK TOTAL	106.90
128112	5/01	ACCURATE PRINTING CO., INC.	110-01-51601-311-000	04/13 CD-CUT GRASS	262.00
			110-02-52103-311-000	04/13 PD-ENVELOPES	228.00
				..... CHECK TOTAL	490.00
128113	5/01	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000	04/13-SE PARTS/SERVI	460.54
128114	5/01	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	RECORDS 12-083158	55.44
128115	5/01	LAKESIDE INTERNATIONAL TRUCK	206-02-52205-344-000	10/12 FD MED 7 PARTS	1,386.70
			206-02-52205-344-000	11/12 FD MED 4 PARTS	1,055.40
			206-02-52205-344-000	12/12 FD MED 4 PARTS	983.59
			206-02-52205-344-000	12/12 FD MED 4 PARTS	432.27
			206-02-52205-344-000	01/13 FD MED 4 PARTS	360.38CR
				..... CHECK TOTAL	3,497.58
128116	5/01	HUMANA CLAIMS	611-09-50101-155-527	04/30/13 MED CLAIMS	92,262.49
			611-09-50101-155-527	04/26/13 MED CLAIMS	76,295.01
			611-09-50101-155-527	04/29/13 PHARMACY	14,079.54
			611-09-50101-155-527	04/29/13 MED CLAIMS	10,778.95
			611-09-50101-155-527	04/26/13 PHARMACY	2,811.78
			611-09-50101-155-527	04/30/13 PHARMACY	1,598.66
				..... CHECK TOTAL	197,826.43
128117	5/01	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	04/13-MB JANITORIAL	3,626.00

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128118	5/01	US CELLULAR	206-02-52205-226-000	04/13 FD-CELL SERVC	79.15
			206-02-52205-226-000	04/13 FD-EQUIPMENT	72.50
			206-02-52205-226-000	04/13 FD-CELL AIRTM	38.06
				..... CHECK TOTAL	189.71
128119	5/01	ZEP MANUFACTURING CO.	110-01-51801-382-000	ROLL TOWELS	1,440.84
128120	5/01	WIS DEPT OF FINANCIAL INST	110-01-51301-311-000	4 YR COMM F. CARLS	20.00
128121	5/01	CAREERTRACK	110-02-52107-264-000	REG FEE 6/19/13	149.00
128122	5/01	MOORE OIL	110-02-52203-344-000	04/13-FD BULK OIL	203.15
			206-02-52205-344-000	04/13-FD BULK OIL	146.90
				..... CHECK TOTAL	350.05
128123	5/01	CDW-G	411-11-51201-532-000	04/13 COMPUTER EQUIP	460.65
			110-02-52103-365-000	SEA 500GB BARR 3.5	309.95
			110-01-51102-539-000	04/13 DP COMPUTER EQ	94.12
			110-02-52103-365-000	WD MY PASSPORT 1TB	73.37
			411-11-51201-532-000	04/13 COMPUTER EQUIP	50.75
			110-01-51102-539-000	04/13 COMPUTER EQUIP	22.80
				..... CHECK TOTAL	1,011.64
128124	5/01	SCHERRER CONSTRUCTION CO INC	465-11-50101-589-000	EST 2-SPLASHPAD PROJ	39,924.47
128125	5/01	NYBERG TROPHIES & AWARDS	110-02-52110-311-000	PLAQUE FREDERICK	65.00
128126	5/01	TEAM REIL, INC.	110-00-21114-000-000	SPRIAL CLIMBER	2,015.00
			110-00-21114-000-000	EXIT SECTION TUBE	488.00
				..... CHECK TOTAL	2,503.00
128127	5/01	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	04/13-SE PARTS/MATER	354.08
			521-09-50101-344-000	03/13-AR CREDIT PLOW	79.12CR
				..... CHECK TOTAL	274.96
128128	5/01	MENARDS (KENOSHA)	110-03-53117-246-000	04/13 WA MERCHANDISE	162.62
			524-05-50101-389-000	04/13 GO MERCHANDISE	139.98
			501-09-50105-361-000	04/13 SW MERCHANDISE	95.76
			420-11-51102-583-000	04/13 ASSR REMDL	88.31
			110-02-52203-382-000	04/13 FD #1 MERCHAND	75.87
			524-05-50101-357-000	04/13 GO MERCHANDISE	63.58
			110-03-53116-389-000	04/13 WA MERCHANDISE	47.94
			110-02-52203-344-000	04/13 FD #4 MERCHAND	39.98
			524-05-50101-244-000	04/13 GO MERCHANDISE	30.06
			110-03-53109-389-000	04/13 ST MERCHANDISE	21.25
			110-05-55102-357-000	04/13 BASEBALL	17.98
			110-03-53109-389-000	04/13 ST MERCHANDISE	14.49
			632-09-50101-389-000	04/13 SE MERCHANDISE	13.96
				..... CHECK TOTAL	811.78

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128129	5/01	AMERICAN PUBLIC WORKS ASSOC	110-03-53101-323-000 110-03-53101-323-000	AGENCY MEMBERSHIP 21 CHAPTER DUES ..... CHECK TOTAL	1,420.00 210.00 1,630.00
128130	5/01	SUTPHEN CORPORATION	110-02-52203-344-000	04/13-FD PARTS/SERVI	75.00
128131	5/01	BELLE CITY FIRE EXTINGUISHER	521-09-50101-344-000 110-02-52203-389-000 521-09-50101-246-000 110-02-52103-389-000 110-02-52203-389-000	04/13 AR-EXTINGSHER 04/13 FD#7 EXTINGSHR 04/13 AR-EXTINGSHR 04/13 PD-EXTINGSHR 04/13 FD#1 EXTINGSHR ..... CHECK TOTAL	474.75 416.20 168.20 129.10 90.80 1,279.05
128132	5/01	ALL KOOL RADIATOR REPAIR	630-09-50101-393-000	04/13 SE #2457 RADIA	280.00
128133	5/01	GRAINGER	110-05-55109-361-000 110-05-55109-344-000 630-09-50101-393-000	04/13-PA PARTS/MATER 04/13-PA PARTS/MATER 04/13-SE PARTS/MATER ..... CHECK TOTAL	89.44 39.13 38.40 166.97
128134	5/01	TIME WARNER CABLE	110-01-51102-233-000	04/19-05/18-SE RR	139.95
128135	5/01	EZ PACK N SHIP ETC, INC	520-09-50106-311-000 110-01-51306-312-000 110-01-51306-312-000	03/13 TD UPS SERVICE 03/13 FD UPS SERVICE 03/13 PD UPS SERVICE ..... CHECK TOTAL	122.40 28.55 14.00 164.95
128136	5/01	GATEWAY TECH COLLEGE	245-09-50101-264-000	12 REG FEES 2/26-28	992.37
128137	5/01	MENARDS - RACINE	110-05-55109-246-000	FLOORING TILE	266.56
128138	5/01	WHOLESALE DIRECT INC	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	03/13 CE-PARTS/MTRLS 04/13-SE PARTS/MATER 03/13 CE-PARTS/MTRLS 03/13 CE-PARTS/MTRLS ..... CHECK TOTAL	421.70 367.73 86.49 50.86 926.78
128139	5/01	PRICE CHOPPER INC.	110-05-55111-389-000	VARIOUS WRIST BANDS	760.15
128140	5/01	HASTINGS AIR ENERGY CONTROL	110-02-52203-246-000 110-02-52203-246-000 110-02-52203-246-000 110-02-52203-246-000	PLYMOVENT SYS REPAIR PLYMOVENT SYS REPAIR PLYMOVENT SYS REPAIR PLYMOVENT SYS REPAIR ..... CHECK TOTAL	799.95 267.00 228.95 199.95 1,495.85

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128141	5/01	RED THE UNIFORM TAILOR	110-02-52206-367-000	03/13 FD-UNIFORMS	2,294.25
			110-02-52206-367-000	04/13 FD-UNIFORMS	177.90
			110-02-52206-367-000	04/13 FD-UNIFORMS	177.90
			110-02-52206-367-000	04/13 FD-UNIFORMS	177.90
			110-02-52206-367-000	02/13 FD-UNIFORMS	167.50
			110-02-52206-367-000	02/13 FD-UNIFORMS	167.50
			110-02-52206-367-000	02/13 FD-UNIFORMS	167.50
			110-02-52206-367-000	02/13 FD-UNIFORMS	83.75
			110-02-52206-367-000	04/13 FD-UNIFORMS	25.00
					..... CHECK TOTAL
128142	5/01	GENESIS CHIROPRACTIC CLINIC	520-09-50101-161-000	2/9-15/13 W/C	147.45
			520-09-50101-161-000	2/5-7/13 W/C	147.45
			520-09-50101-161-000	1/30/13 W/C	131.80
			520-09-50101-161-000	2/2-4/13 W/C	126.05
			520-09-50101-161-000	1/24/13 W/C	117.65
			520-09-50101-161-000	2/1/13 W/C	104.90
			520-09-50101-161-000	1/31/13 W/C	104.90
			520-09-50101-161-000	1/29/13 W/C	104.90
			520-09-50101-161-000	1/28/13 W/C	104.90
			520-09-50101-161-000	1/25/13 W/C	85.66
		..... CHECK TOTAL		1,175.66	
128143	5/01	SMARTCOMP LLC	110-09-56405-161-000	3/6-7/13 W/C	290.14
			110-09-56405-161-000	2/21/13 W/C	184.50
			110-09-56405-161-000	1/31/13 W/C	154.71
			110-09-56405-161-000	2/28/13 W/C	151.32
			110-09-56405-161-000	2/25/13 W/C	151.30
			110-09-56405-161-000	2/14/13 W/C	144.42
			110-09-56405-161-000	2/18/13 W/C	143.10
			110-09-56405-161-000	2/4/13 W/C	142.25
			110-09-56405-161-000	2/7/13 W/C	136.66
			110-09-56405-161-000	2/11/13 W/C	126.36
		..... CHECK TOTAL		1,624.76	
128144	5/01	GARDNER, COURTNEY	110-00-21111-000-000	COURT PYMT H919504	1.80
128145	5/01	VITE, ROSE A	110-00-21111-000-000	COURT PYMT V921972	7.00
128146	5/01	RICHARDSON, TIERNEY L	110-00-45103-000-000	FINE PYMT R019967	50.00
			110-00-45103-000-000	FINE PYMT R930580	30.00
			110-00-45104-000-000	FINE PYMT R019967	28.00
			110-00-45104-000-000	FINE PYMT R930580	28.00
			110-00-21911-000-000	FINE PYMT R019967	13.00
			110-00-21911-000-000	FINE PYMT R930580	13.00
			110-00-21901-000-000	FINE PYMT R019967	13.00
			110-00-21910-000-000	FINE PYMT R019967	10.00
			110-00-21910-000-000	FINE PYMT R930580	10.00
			110-00-21901-000-000	FINE PYMT R930580	7.80
		..... CHECK TOTAL		202.80	

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128147	5/01	IBRAITHIM, SABRINA M	110-00-45103-000-000	FINE PYMT V843896	30.00
			110-00-45104-000-000	FINE PYMT V843896	28.00
			110-00-21911-000-000	FINE PYMT V843896	13.00
			110-00-21910-000-000	FINE PYMT V843896	10.00
			110-00-21901-000-000	FINE PYMT V843896	7.80
				..... CHECK TOTAL	88.80
128148	5/01	TRAYLOR-KAPPELHOFF, JACOB	110-00-45103-000-000	FINE PYMT R016294	30.00
			110-00-45104-000-000	FINE PYMT R016294	28.00
			110-00-21911-000-000	FINE PYMT R016294	13.00
			110-00-21910-000-000	FINE PYMT R016294	10.00
			110-00-21901-000-000	FINE PYMT R016294	7.80
				..... CHECK TOTAL	88.80
128149	5/01	WEBSTER, CHRISTOPHER	110-00-45103-000-000	FINE PYMT J439115	30.00
			110-00-45104-000-000	FINE PYMT J439115	28.00
			110-00-21910-000-000	FINE PYMT J439115	10.00
			110-00-21911-000-000	FINE PYMT J439115	8.00
			110-00-21901-000-000	FINE PYMT J439115	7.80
				..... CHECK TOTAL	83.80
128150	5/01	NYE, JASON M	110-00-45103-000-000	FINE PYMT N1332888	60.00
			110-00-45104-000-000	FINE PYMT N1332888	28.00
			110-00-21901-000-000	FINE PYMT N1332888	15.60
			110-00-21911-000-000	FINE PYMT N1332888	13.00
			110-00-21910-000-000	FINE PYMT N1332888	10.00
				..... CHECK TOTAL	126.60
128151	5/01	KEYS, TAEQEON	110-00-45104-000-000	FINE PYMT P705825	28.00
			110-00-21911-000-000	FINE PYMT P705825	13.00
			110-00-21910-000-000	FINE PYMT P705825	10.00
			110-00-45103-000-000	FINE PYMT P705825	6.30
				..... CHECK TOTAL	57.30
128152	5/01	JELINEK, MATHEW L	110-00-21111-000-000	COURT PYMT R932575	50.40
128153	5/01	MILLER, JOHN W	110-00-21111-000-000	COURT PYMT V842315	114.00
128154	5/01	PEARSON, LATOYA M	110-00-21111-000-000	COURT PYMT P707674	10.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128155	5/01	ASHLEY, BERTHA L	110-00-21111-000-000	COURT PYMT P710690	20.00
128156	5/01	LENCI, MAURO	632-09-50101-261-000	03-04/13 164.2 MILES	92.78
128157	5/01	BARTHOLOMEW, RONALD G.	110-02-52107-263-000	4/23/13-MILWAUKEE	8.00
128158	5/01	NICCOLAI, DAVID J.	110-02-52107-263-000	04/12/13-MILWAUKEE	8.00
128159	5/01	STEINER, THOMAS J.	110-02-52107-263-000	04/12/13-MILWAUKEE	8.00
128160	5/01	GONZALEZ, REYNALDO	520-09-50101-367-000	2013 UNIFORM ALLOW	99.00
128161	5/01	BOSMAN, KEITH	110-01-51301-261-000	GAS FOR VAN	32.55
128162	5/01	PACETTI, FRANK	110-01-51301-261-000	01-04/13 1058.7 MLS	598.16
			110-01-51301-311-000	OFFICE SUPPLIES	191.94
				..... CHECK TOTAL	790.10
128163	5/01	SKOWRONSKI, ANDREW	110-02-52107-263-000	4/15-19/13 EVANSTON	88.00
128164	5/03	WE ENERGIES	110-03-53109-221-000	04/13 STREETLIGHTING	61,579.41
			110-05-55109-221-000	04/13 STREETLIGHTING	522.00
				..... CHECK TOTAL	62,101.41
128165	5/03	RNOW, INC.	630-09-50101-393-000	04/13-SE PARTS/MATER	649.80
			630-09-50101-393-000	04/13-SE PARTS/MATER	602.52
				..... CHECK TOTAL	1,252.32
128166	5/03	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	04/13 ST ELECTRICAL	273.00
			110-03-53109-375-000	04/13 ST ELECTRICAL	272.00
			110-03-53109-375-000	04/13 ST ELECTRICAL	226.90
			110-01-51801-389-000	04/13 MB ELECTRICAL	36.15
			110-03-53109-375-000	04/13 ST ELECTRICAL	24.73
				..... CHECK TOTAL	832.78
128167	5/03	HWY C SERVICE	630-09-50101-393-000	04/13-SE SERVICE/PAR	313.09
128168	5/03	JANTZ AUTO SALES INC	110-05-55109-344-000	03/13-PA MERCHANDISE	35.00
128169	5/03	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	05/03/13 CITY HRLY	12,474.56
			110-00-21562-000-000	05/03/13 WATER HRLY	4,084.87
			110-00-21562-000-000	05/03/13 MUSEUM HRLY	25.00
				..... CHECK TOTAL	16,584.43

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128170	5/03	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000 110-02-52101-219-000	04/13 LAB 13-052151 04/13 LAB 13-052864 ..... CHECK TOTAL	49.60 49.60 99.20
128171	5/03	NFPA	110-02-52204-322-000	LIFE SAFETY CODE TAB	25.15
128172	5/03	FIRST SUPPLY CO.	110-01-51801-389-000 110-05-55109-249-000 110-05-55109-249-000 110-01-51801-389-000 110-05-55109-249-000 110-05-55109-249-000 110-01-51801-389-000	04/13 MB SUPPLIES AN 04/13 PA SUPPLIES AN 04/13 PA SUPPLIES AN 04/13 MB SUPPLIES AN 04/13 PA SUPPLIES AN 04/13 PA SUPPLIES AN 04/13 MB SUPPLIES AN ..... CHECK TOTAL	213.84 207.00 101.76 90.44 44.42 9.26 4.14 670.86
128173	5/03	VAN'S ROOFING, INC	110-01-51801-245-000	ROOF REPAIRS	487.51
128174	5/03	VULCAN MATERIALS COMPANY	501-09-50105-354-000	04/13-SW AGGREGATE M	2,171.95
128175	5/03	WE ENERGIES	110-03-53109-221-000 110-03-53109-221-000 110-03-53109-221-000 110-02-52203-221-000 110-02-52203-221-000 110-03-53109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-02-52203-222-000 110-05-55102-221-000 110-02-52203-222-000 110-03-53103-221-000 110-05-55109-221-000 110-03-53109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-05-55109-222-000 110-03-53109-221-000 110-05-55102-221-000 110-03-53109-221-000 632-09-50101-221-000 110-05-55109-221-000 519-09-50106-221-000 110-05-55109-221-000 110-05-55109-221-000 110-05-55102-221-000 110-05-55109-222-000 110-05-55109-221-000	#17 03/17-04/16 #17 03/14-04/15 #17 03/12-04/11 #17 03/12-04/09 #17 03/12-04/11 #17 03/10-04/09 #17 03/14-04/17 #17 03/11-04/10 #17 03/17-04/16 #17 02/18-03/19 #17 03/11-04/10 #17 02/13-04/14 #17 03/12-04/11 #17 03/11-04/10 #17 03/14-04/15 #17 03/11-04/10 #17 03/14-04/16 #17 03/12-04/11 #17 03/11-04/10 #17 02/14-04/16 #17 02/12-04/14 #17 03/18-04/17 #17 03/17-04/16 #17 03/18-04/17 #17 03/11-04/10 #17 03/13-04/14 #17 03/10-04/09 #17 03/13-04/14 #17 03/13-04/14 #17 03/14-04/16	1,761.64 1,273.49 879.87 873.71 671.62 516.37 468.25 417.26 408.61 396.62 309.35 305.48 214.15 213.69 179.04 164.62 158.98 96.33 88.76 75.99 75.11 52.62 42.82 39.30 27.48 20.26 20.02 19.77 9.92 9.31

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-51802-222-000	#17 912 35TH PEPSI	13.20CR
				..... CHECK TOTAL	9,777.24
128176	5/03	WE ENERGIES	286-06-50209-259-000	#5557360 UTILITIES	90.88
			286-06-50208-259-000	#5557362 UTILITIES	90.24
			286-06-50207-259-000	#5557359 UTILITIES	85.61
			286-06-50216-259-000	#5556910 UTILITIES	74.89
			286-06-50213-259-000	#5556908 UTILITIES	69.42
			286-06-50202-259-000	#5556906 UTILITIES	68.55
			286-06-50215-259-000	#5556914 UTILITIES	65.53
			286-06-50206-259-000	#5557361 UTILITIES	52.49
			284-06-50202-259-000	#5557361 UTILITIES	30.73
				..... CHECK TOTAL	628.34
128177	5/03	UNITED STATES TREASURY	110-00-21581-000-000	05/03/13 DEDUCTION	20.00
128178	5/03	KENOSHA WATER UTILITY	286-06-50215-259-000	#5556913 UTILITIES	50.69
			286-06-50202-259-000	#5556907 UTILITIES	49.62
			286-06-50216-259-000	#5556911 UTILITIES	34.25
			286-06-50209-259-000	#5556918 UTILITIES	28.77
			286-06-50206-259-000	#5556915 UTILITIES	27.70
			286-06-50213-259-000	#5556909 UTILITIES	27.67
			286-06-50208-259-000	#5556917 UTILITIES	27.67
			286-06-50207-259-000	#5556916 UTILITIES	27.67
				..... CHECK TOTAL	274.04
128179	5/03	CURTIS INDUSTRIES, INC	630-09-50101-393-000	04/13 SE FASTENERS-V	472.52
128180	5/03	DICKOW & CYZAK TILE CO.	420-11-51202-583-000	INSTALL CARPET	1,283.00
128181	5/03	DON'S AUTO PARTS	630-09-50101-393-000	04/13 SE #2839 PARTS	161.16
128182	5/03	INLAND DETROIT DIESEL	520-09-50201-347-000	04/13-TD PARTS/MATER	95.18
128183	5/03	A & R DOOR SERVICE	110-02-52203-246-000	04/13 FD #7 DOOR REP	948.36
			110-02-52203-246-000	04/13 FD #4 DOOR REP	447.00
				..... CHECK TOTAL	1,395.36
128184	5/03	AT&T	110-02-52203-225-000	04/22-05/21 REPEATR	199.72

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128185	5/03	NATIONAL SPRING, INC.	110-02-52203-344-000	04/13-FD SPRINGS/PAR	399.47
128186	5/03	HAWK ELECTRONICS	110-01-51201-311-000	04/13-CT RECPT. PAPE	1,006.09
128187	5/03	CHASE BANK KENOSHA	110-00-21513-000-000	05/03/13 HRLY DEDCT	20,286.48
			110-00-21511-000-000	05/03/13 HRLY DEDCT	11,812.80
			110-00-21612-000-000	05/03/13 HRLY DEDCT	11,812.54
			110-00-21614-000-000	05/03/13 HRLY DEDCT	2,979.32
			110-00-21514-000-000	05/03/13 HRLY DEDCT	2,979.10
				..... CHECK TOTAL	49,870.24
128188	5/03	WIS DEPT OF JUSTICE	110-01-51303-219-000	03/13 SERVICES	441.00
128189	5/03	OFFICEMAX	632-09-50101-232-000	DYMO LABELWRITER 450	87.99
			524-05-50101-311-000	04/13 GO #2404 OFFC	83.98
			632-09-50101-232-000	TUL STAPLER	35.00
			632-09-50101-232-000	4/13 SE RETURN	35.00CR
				..... CHECK TOTAL	171.97
128190	5/03	LINCOLN CONTRACTORS SUPPLY	501-09-50103-361-000	04/13-SW TOOLS/SUPPL	256.26
			501-09-50105-344-000	04/13-SW TOOLS/SUPPL	209.99
			501-09-50105-361-000	04/13-SW TOOLS/SUPPL	175.98
			110-03-53103-367-000	04/13-ST TOOLS/SUPPL	28.50
			501-09-50103-361-000	04/13-SW RETURN TOOL	17.99CR
				..... CHECK TOTAL	652.74
128191	5/03	NORTH AMERICAN SALT CO.	630-09-50101-393-000	VENDOR RESERVE SALT	50,260.36
128192	5/03	UNIVERSITY OF WIS-LAW SCHOOL	110-01-50301-322-000	04/13-LE JURY INSTR	80.00
128193	5/03	ENDPOINT SOLUTIONS, LLC	632-09-50101-219-000	2/13 ASBESTOS SAMPL	807.08
			521-09-50101-219-000	2/13 ASBESTOS SAMPL	807.08
			501-09-50103-219-000	2/13 ASBESTOS SAMPL	807.08
			110-05-55111-219-000	2/13 ASBESTOS SAMPL	807.08
			110-05-55111-219-000	2/13 ASBESTOS SAMPL	807.08
			110-05-55109-219-000	2/13 ASBESTOS SAMPL	807.08
			110-05-55109-219-000	2/13 ASBESTOS SAMPL	807.08
			110-05-55109-219-000	2/13 ASBESTOS SAMPL	807.08
			110-03-53116-219-000	2/13 ASBESTOS SAMPL	807.08
			110-03-53109-219-000	2/13 ASBESTOS SAMPL	807.08
			110-03-53103-219-000	2/13-ASBESTOS SAMPL	807.08
			110-01-51802-219-000	2/13 ASBESTOS SAMPL	807.08
			110-00-15601-000-000	2/13 ASBESTOS SAMPL	807.08
			110-01-51802-219-000	2/13 ASBESTOS SAMPL	807.04
			632-09-50101-219-000	3/13 ASBESTOS SAMPL	225.54
			521-09-50101-219-000	3/13 ASBESTOS SAMPL	225.54
			501-09-50103-219-000	3/13 ASBESTOS SAMPL	225.54
			110-05-55111-219-000	3/13 ASBESTOS SAMPL	225.54
			110-05-55111-219-000	3/13 ASBESTOS SAMPL	225.54
			110-05-55109-219-000	3/13 ASBESTOS SAMPL	225.54

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-219-000	3/13 ASBESTOS SAMPL	225.54
			110-03-53116-219-000	3/13 ASBESTOS SAMPL	225.54
			110-03-53109-219-000	3/13 ASBESTOS SAMPL	225.54
			110-03-53103-219-000	3/13 ASBESTOS SAMPL	225.54
			110-01-51802-219-000	3/13 ASBESTOS SAMPL	225.54
			110-00-15601-000-000	3/13 ASBESTOS SAMPL	225.54
			110-01-51802-219-000	3/13 ASBESTOS SAMPL	225.52
				..... CHECK TOTAL	13,424.00
128194	5/03	EMS MEDICAL BILLING ASSOC.	110-09-56402-219-000	WILLIAMS MED RECORDS	36.22
128195	5/03	VERMEER SALES & SERVICE	630-09-50101-393-000	04/13-SE#3009 PARTS/	218.92
128196	5/03	MESSERLI & KRAMER P.A.	110-00-21581-000-000	05/03/13 DEDUCTION	163.58
128197	5/03	JAMES IMAGING SYSTEMS, INC.	520-09-50301-311-000	STAPLES	103.78
128198	5/03	WIS AIRPORT MANAGEMENT ASSOC	521-09-50101-323-000	MEMBERSHIP RENEWAL	250.00
128199	5/03	UNISOURCE WORLDWIDE	110-01-51101-311-000	04/13-FN PAPER PRODU	553.72
128200	5/03	LAKESIDE INTERNATIONAL TRUCK	110-03-53107-711-000	BODY REPAIRS TO 2301	3,884.73
			110-03-53107-711-000	REPAIRS TO 2301	2,055.97
				..... CHECK TOTAL	5,940.70
128201	5/03	HUMANA CLAIMS	611-09-50101-155-527	05/01/13 MED CLAIMS	66,501.93
			611-09-50101-155-527	05/02/13 PHARMACY	3,406.77
			611-09-50101-155-527	05/01/13 PHARMACY	867.74
			611-09-50101-155-527	05/02/13 MED CLAIMS	209.64
				..... CHECK TOTAL	70,986.08
128202	5/03	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	04/13 SERVICES/PART	888.50
128203	5/03	CUMMINS NPOWER, LLC	520-09-50201-347-000	04/13 TD PARTS/SERVI	142.04
			630-09-50101-393-000	03/13 SE CREDIT PART	49.50CR
				..... CHECK TOTAL	92.54
128204	5/03	MAINSTAGE THEATRICAL SUPPLY	761-09-50101-219-000	KCM 2013 FLAME TEST	100.00
128205	5/03	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	05/03/13 DEDUCTION	31.65

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128206	5/03	BOSMAN MONUMENTS	110-05-55109-389-000	ARBOR DAY MONUMENTS	890.00
128207	5/03	BARNES DISTRIBUTION	520-09-50201-347-000	04/13 TD SHOP SUPPLI	452.41
128208	5/03	KIEFT BROTHERS INC.	501-09-50105-359-000	04/13-SW STORM SEWER	1,093.22
128209	5/03	SHINDLER TIRE RECYCLING LLC	205-03-53118-219-000	04/13-TIRE RECYCLING	900.00
128210	5/03	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	05/03/13 CITY HRLY 05/03/13 WATER HRLY ..... CHECK TOTAL	825.00 609.62 1,434.62
128211	5/03	NIELSEN MADSEN & BARBER SC	405-11-51317-589-830	TOPOGRAPHIC SURVEY	3,960.00
128212	5/03	REPUBLIC SERVICES	403-11-51102-588-000	04/13 STORM SWR SPLS	23,521.75
128213	5/03	CHAPTER 13 TRUSTEE	110-00-21581-000-000 110-00-21581-000-000 110-00-21581-000-000	05/03/13 DEDUCTION 05/03/13 DEDUCTION 05/03/13 DEDUCTION ..... CHECK TOTAL	323.00 104.00 87.00 514.00
128214	5/03	CENTRAL SAW AND MOWER	501-09-50106-369-000 501-09-50106-369-000 501-09-50106-369-000 501-09-50106-369-000	16" CHAINSAW 41" CHAINSAW 28" CHAINSAW POLE PRUNER ..... CHECK TOTAL	1,900.00 1,322.00 743.00 492.00 4,457.00
128215	5/03	MANHARD CONSULTING	403-11-51009-589-000	03/13 MAP REVISION	617.00
128216	5/03	VERBAL INK (OUTSKIRTS INC)	110-09-56405-161-000	4/26/13 W/C	72.00
128217	5/03	MENARDS (KENOSHA)	524-05-50101-246-000 110-05-55109-249-000 524-05-50101-244-000 524-05-50101-397-000	04/11-GO MERCHANDISE 04/13-PA MERCHANDISE 04/13-GO MERCHANDISE 04/13-GO MERCHANDISE ..... CHECK TOTAL	108.73 67.60 14.96 6.47 197.76
128218	5/03	J & J BEARING & TRUCK, INC	630-09-50101-393-000	04/13-SE REPLACEMENT	194.08
128219	5/03	WIS SCTF	110-00-21581-000-000	05/13 HRLY DEDCT	1,026.99

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128220	5/03	MOTION INDUSTRIES	630-09-50101-393-000	04/13-SE#2882 MERCHA	315.71
			630-09-50101-393-000	04/13-SE#2882 MERCHA	11.79
				..... CHECK TOTAL	327.50
128221	5/03	ALL KOOL RADIATOR REPAIR	520-09-50201-344-000	04/13 TD RADIATOR SE	1,990.00
128222	5/03	GRAINGER	521-09-50101-382-000	04/13-AR PARTS/MATER	71.32
			521-09-50101-344-000	04/13-AR PARTS/MATER	41.27
			521-09-50101-385-000	04/13-AR PARTS/MATER	1.89
			521-09-50101-385-000	04/13-AR PARTS/MATER	1.89
				..... CHECK TOTAL	116.37
128223	5/03	ENVIRONMENTAL SYSTEMS	110-01-51601-233-000	PRIMARY MAINTENANCE	400.00
			110-01-51601-233-000	SECONDARY MAINTENANC	300.00
				..... CHECK TOTAL	700.00
128224	5/03	SAFETY-KLEEN INC	520-09-50201-389-000	04/13-TD SOLVENT	162.97
128225	5/03	UNITED STATES TREASURY	110-00-21114-000-000	FED/FICA/MEDICARE	17,556.16
128226	5/03	CLEANCO	633-09-50101-243-000	04/13 JANITORIAL	970.25
128227	5/03	GILLIG CORPORATION	520-09-50201-347-000	04/13-TD BUS PARTS	857.16
			520-09-50201-347-000	04/13-TD BUS PARTS	603.72
			520-09-50201-347-000	04/13-TD BUS PARTS	108.72
			520-09-50201-347-000	04/13-TD BUS PARTS	48.96
			520-09-50201-347-000	04/13-TD BUS PARTS	2.71
				..... CHECK TOTAL	1,621.27
128228	5/03	PROCESSWORKS INC.	110-00-21578-000-000	04/30/13 CHECK REG	440.00
128229	5/03	AIRGAS NORTH CENTRAL	206-02-52205-389-000	03/13 FD #4 OXYGEN C	71.24
			206-02-52205-389-000	03/13 FD #5 OXYGEN C	29.11
			206-02-52205-389-000	03/13 FD #7 OXYGEN C	28.10
			206-02-52205-344-000	03/13 FD #4 OXYGEN C	25.10
			206-02-52205-389-000	03/13 FD #3 OXYGEN C	24.09
			206-02-52205-344-000	03/13 FD #7 OXYGEN C	20.08
				..... CHECK TOTAL	197.72
128230	5/03	CLARK DIETZ, INC	403-11-51113-589-000	2/23-3/29 POND CERT-	23,400.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128231	5/03	BALL HORTICULTURE CO	110-05-55103-353-000	04/13 FLOWERS, PLANT	2,057.88
			110-05-55103-353-000	04/13 FLOWERS, PLANT	456.57
			110-05-55103-353-000	04/13 FLOWERS, PLANT	295.13
			110-05-55103-353-000	04/13 FLOWERS, PLANT	235.45
			110-05-55103-353-000	04/13 PA FLOWERS, PL	233.84
			110-05-55103-353-000	04/13 FLOWERS, PLANT	211.28
				..... CHECK TOTAL	3,490.15
128232	5/03	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	3/14/13 W/C	316.80
128233	5/03	COMPREHENSIVE ORTHOPAEDICS	110-09-56402-219-000	SALEWSKI DOL 4/30/10	1,250.00
128234	5/03	GENESIS CHIROPRACTIC CLINIC	520-09-50101-161-000	3/8-14/13 W/C	358.59
			520-09-50101-161-000	2/19-22/13 W/C	98.30
				..... CHECK TOTAL	456.89
128235	5/03	AURORA MEDICAL GROUP	110-02-52103-219-000	02/13 SCREENS	328.00
128236	5/03	MILWAUKEE ORTHOPAEDIC GROUP	110-09-56405-161-000	3/27/13 W/C	168.00
128237	5/03	BYKOWSKI, JAMES, D.C.	520-09-50101-161-000	3/29/13 W/C	52.50
128238	5/03	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	3/11/13 W/C	46.00
			110-09-56405-161-000	3/22/13 W/C	37.00
				..... CHECK TOTAL	83.00
128239	5/03	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	3/22/13 W/C	309.00
128240	5/03	AURORA HEALTH CARE	110-09-56405-161-000	6/11/12 W/C	193.00
			110-09-56405-161-000	6/22/12 W/C	26.00
				..... CHECK TOTAL	219.00
128241	5/03	HEALTH SYSTEMS INTERNATIONAL	110-09-56405-161-000	3/1-31/13 W/C	585.75
128242	5/03	GENEX SERVICES INC	110-09-56405-161-000	12/20/12-1/9/13 W/C	521.44
			110-09-56405-161-000	3/21-4/24/13 W/C	463.37
			110-09-56405-161-000	2/25-26/13 W/C	103.00
				..... CHECK TOTAL	1,087.81
128243	5/03	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	12/17/12 W/C	531.41
			110-09-56405-161-000	1/24/13 W/C	151.68
				..... CHECK TOTAL	683.09

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128244	5/03	COMPREHENSIVE CLINICAL AND	110-09-56405-161-000	3/27/13 W/C	225.00
128245	5/03	SMARTCOMP LLC	110-09-56405-161-000	12/13/12 W/C	281.17
128246	5/03	LGIP MUSEUM	110-00-21805-000-000	WIRE TRANS 4/30/13	126,100.00
			110-00-21805-000-000	WIRE TRANS 4/30/13	122.00
				..... CHECK TOTAL	126,222.00
128247	5/03	WAMBOLDT, ROBERTA	110-00-44509-000-000	AMUSEMENT LICENSE	25.00
128248	5/03	WAMBOLDT, EDWARD	110-00-44509-000-000	AMUSEMENT LICENSE	25.00
128249	5/03	JONES, KELSEY L	110-00-44709-000-000	BARTENDER LICENSE	50.00
128250	5/03	JOHNSON, BRIAN E	110-00-44709-000-000	BARTENDER LICENSE	50.00
128251	5/03	ARCHITECTURAL GRAPHICS	110-00-21109-000-000	OVERPAY SIGN CONTRC	25.00
128252	5/03	ALLMERICA FINANCIAL BENEFIT	110-09-56404-719-000	VULICH VEH 2/26/13	2,831.12
128253	5/03	PRESTERL, MARK OR PATRICIA	110-09-56404-719-000	VEH DMG OF 2/2/13	2,380.23
128254	5/03	VULICH, CRAIG	110-09-56404-719-000	VEH DMG 2/26/13	786.66
128255	5/03	LABAHN, JEFFREY B.	110-01-51601-261-000	4/13-16 CHICAGO	128.95
			110-01-51601-263-000	4/13-16 CHICAGO	18.06
				..... CHECK TOTAL	147.01
128256	5/03	SWARTZ, MARTHA E.	110-01-51601-261-000	04/13 269 MILES	151.99
128257	5/03	MIKOLAS, KEVIN	110-01-51601-261-000	04/13 504 MILES	284.76
128258	5/03	WILKE, BRIAN	110-01-51601-261-000	03-04/13 200 MILES	113.00
128259	5/03	CHIAPPETTA, LOUIS	110-01-51601-261-000	04/13 326 MILES	184.19
128260	5/03	WASHINGTON, AL	110-01-50901-261-000	03-04/13 201 MILES	113.57
128261	5/03	CRUEY, EDWARD	110-01-50901-261-000	04/13 84 MILES	47.46

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128262	5/03	KNIGHT, MATTHEW A.	110-01-50301-261-000 110-01-50301-263-000	04/26/13 MILWAUKEE 04/26/13 MILWAUKEE ..... CHECK TOTAL	42.38 11.09 53.47
128263	5/03	DUMKE, JOHN E.	110-01-51601-261-000	04/13 246 MILES	138.99
128264	5/07	WISCONSIN DNR	403-11-51102-588-000	122ND AVE RECONSTR	140.00
128265	5/08	A & B PRO HARDWARE	520-09-50201-347-000 110-05-55109-246-000 110-01-51801-246-000 630-09-50101-393-000 110-01-51801-389-000 110-02-52203-382-000	04/13 TD-SUPPL/SERV 04/13 PA-SUPPL/SERV 04/13 MB-SUPPL/SERV 04/13 CE-SUPPL/SERV 04/13 MB-SUPPL/SERV 04/13 FD-SUPPL/SERV ..... CHECK TOTAL	292.00 156.20 152.30 72.07 39.97 1.90 714.44
128266	5/08	BINDELLI BROTHERS, INC	110-09-56501-259-569 110-09-56501-259-569	04/13 6618 26 AVE 04/13 5706 8 AVE ..... CHECK TOTAL	176.00 140.00 316.00
128267	5/08	CHESTER ELECTRONICS SUPPLY	110-02-52203-231-000	04/13 FD PARTS & MAT	14.37
128268	5/08	HAYS COMPANIES	520-09-50401-276-000	GNRL LIAB 5/13-4/14	32,092.74
128269	5/08	GENERAL COMMUNICATIONS, INC.	110-02-52103-365-000	HELMET KIT	280.00
128270	5/08	INTERSTATE ELECTRIC SUPPLY	521-09-50101-375-000 521-09-50101-375-000 110-03-53109-375-000	04/13-AR ELECTRICAL 04/13-AR SUPPLIES 04/13-ST ELECTRICAL ..... CHECK TOTAL	39.08 30.01 5.00 74.09
128271	5/08	JANTZ AUTO SALES INC	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	04/13-RADIATOR BOLT 04/13-SE MERCHANDISE 04/13-SE#3044 MERCHA 04/13-SE MERCHANDISE ..... CHECK TOTAL	645.00 45.00 40.00 25.00 755.00
128272	5/08	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	04/13-LAB#13-051829	99.20
128273	5/08	KENOSHA NEWS	110-01-50101-321-000	04/13 PUBLISHER NTC	45.25

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128274	5/08	WE ENERGIES	633-09-50101-221-000	#18 02/25-03/26	2,188.43
			110-03-53109-221-000	#18 03/21-04/22	2,133.17
			110-03-53109-221-000	#18 03/24-04/23	2,111.93
			110-03-53103-221-000	#18 02/26-03/26	1,779.59
			110-03-53109-221-000	#18 03/25-04/24	1,471.97
			110-05-55109-222-000	#18 02/25-03/26	1,438.70
			632-09-50101-221-000	#18 02/26-03/26	1,404.30
			110-02-52203-221-000	#18 03/25-04/24	1,368.28
			110-03-53109-221-000	#18 03/20-04/21	1,021.12
			110-05-55109-221-000	#18 03/19-04/18	1,010.86
			110-03-53116-221-000	#18 03/20-04/21	873.13
			461-11-51301-581-000	#18 03/25-04/24	843.11
			110-03-53109-221-000	#18 03/19-04/18	733.83
			522-05-50102-221-000	#18 03/21-04/19	620.90
			110-05-55106-222-000	#18 03/21-04/22	600.50
			110-05-55111-221-000	#18 03/21-04/19	524.80
			461-11-51301-581-000	#18 03/25-04/24	467.24
			110-05-55109-221-000	#18 03/20-04/21	427.02
			110-03-53117-221-000	#18 02/19-04/21	339.59
			110-03-53109-221-000	#18 02/25-03/26	242.08
			110-03-53109-221-000	#18 03/22-04/22	225.56
			110-05-55111-222-000	#18 03/21-04/22	217.49
			110-03-53103-221-000	#18 03/25-04/24	157.15
			110-05-55109-221-000	#18 03/24-04/23	105.59
			110-03-53116-221-000	#18 02/19-04/21	98.20
			519-09-50103-221-000	#18 03/25-04/24	65.83
			110-05-55109-221-000	#18 03/21-04/22	50.18
			110-05-55109-222-000	#18 03/25-04/24	31.13
			110-05-55109-222-000	#18 03/19-04/18	13.77
			110-05-55109-221-000	#18 03/25-04/24	10.28
			522-05-50102-222-000	#18 03/19-04/18	9.30
		..... CHECK TOTAL			22,585.03
128275	5/08	WE ENERGIES	758-09-51609-259-000	6/07-4/01/13 UTILS	797.96
			758-09-51604-259-000	3/13-4/14/13 UTILS	94.39
			758-09-51602-259-000	3/13-4/14/13 UTILS	64.75
			758-09-51605-259-000	3/25-4/24/13 UTILS	52.68
			758-09-51606-259-000	3/25-4/24/13 UTILS	48.05
				..... CHECK TOTAL	

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128276	5/08	REINDERS INC.	110-05-55109-353-000	70/30 OVERSEEDER MIX	4,000.00
			110-05-55104-353-000	ATHLETIC FIELD MIX	2,170.00
			110-05-55102-353-000	ATHLETIC FIELD MIX	2,170.00
			524-05-50101-353-000	DACONIL ULTREX	1,896.00
			524-05-50101-353-000	FERTILIZER	1,707.50
			630-09-50101-393-000	04/13 CE PARTS & SER	725.06
			110-05-55102-353-000	FERTILIZER 21-0-21	485.00
			524-05-50101-353-000	CHEMICALS	300.00
			521-09-50101-344-000	04/13 AR MAINTENANCE	298.06
			524-05-50101-353-000	SNOW MOLD TREATMENT	199.21
			630-09-50101-393-000	04/13 CE #3108 PARTS	182.14
			630-09-50101-393-000	04/13 CE #3109 PARTS	101.98
			630-09-50101-393-000	04/13 CE PARTS & SER	91.45
				..... CHECK TOTAL	14,326.40
128277	5/08	AMERICAN BOTTLING CO.	524-05-50101-397-000	04/13-60 SOFT DRINKS	94.80
128278	5/08	STREICHER'S POLICE EQUIPMENT	110-02-52103-367-000	BATON: 26"	575.92
128279	5/08	C.J.W., INC.	524-05-50101-397-000	04/13 CONSUMABLE MER	80.00
128280	5/08	LARK UNIFORM, INC.	110-02-52103-367-000	04/13-PD#378 UNIFORM	205.85
			110-02-52103-367-000	04/13-PD#617 UNIFORM	103.95
			110-02-52103-367-000	04/13-PD#615 UNIFORM	103.95
			110-02-52103-367-000	04/13-PD#618 UNIFORM	102.95
			..... CHECK TOTAL	516.70	
128281	5/08	FELD BODY SHOP ROLF INC.	520-09-50201-344-000	PAINT BUS PANELS	250.00
128282	5/08	NATIONAL SPRING, INC.	110-02-52203-344-000	04/13-FD SPRINGS/PAR	1,010.84
128283	5/08	WISCONSIN LIFT TRUCK PARTS	630-09-50101-393-000	ELECTRICAL CONNECTOR	88.91
128284	5/08	CITIES & VILLAGES MUTUAL INS	110-03-53107-711-000	UNIT 2301 OVERPAY	52.40
128285	5/08	OFFICEMAX	110-03-53101-311-000	04/13-PW#2494 OFFICE	172.75
			110-02-52103-311-000	04/13-PD#2491 OFFICE	119.86
			110-01-51601-311-000	04/13-CD#2495 OFFICE	95.16
			110-02-52103-311-000	04/13-PD#2482A OFFIC	62.50
			110-02-52103-311-000	04/13-PD#2492A OFFIC	60.69
			110-01-51601-311-000	04/13-CD#2490 OFFICE	54.34
			110-02-52201-311-000	04/13-FD#2492 OFFICE	18.13
			110-02-52103-311-000	04/13-PD#2491 OFFICE	4.36
			110-02-52201-311-000	04/13-FD#2492 OFFICE	3.46
				..... CHECK TOTAL	591.25

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128286	5/08	HOLLAND SUPPLY, INC.	501-09-50105-361-000	04/13-SW HYDRAULIC F	48.20
			110-05-55111-249-000	04/13-PA HYDRAULIC F	29.48
			110-05-55109-235-000	04/13-PA HYDRAULIC F	17.00
				..... CHECK TOTAL	94.68
128287	5/08	STRAND ASSOCIATES, INC.	110-03-53117-219-000	1-3/13 LANDFILL MONI	924.85
128288	5/08	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	RECORDS#13-056890	74.45
			110-02-52102-219-000	RECORDS#13-019736	74.45
				..... CHECK TOTAL	148.90
128289	5/08	LEONARD INC., A. M.	501-09-50106-367-000	BOMBER JACKET	215.06
128290	5/08	UNISOURCE WORLDWIDE	630-09-50101-393-000	04/13 CE PAPER PRODU	5,258.88
128291	5/08	PAUL CONWAY SHIELDS	110-02-52206-367-000	04/13 TURNOUT GEAR	2,884.51
			110-02-52206-367-000	04/13 TRADE IN	25.00CR
				..... CHECK TOTAL	2,859.51
128292	5/08	FRONTIER	110-02-52203-225-000	4/22-5/21/13 FIRE	41.66
128293	5/08	US CELLULAR	501-09-50103-226-000	04/13 SW-CELL AIRTM	29.20
128294	5/08	CUMMINS NPOWER, LLC	520-09-50201-347-000	BUS PARTS	3,008.16
128295	5/08	WASTE MANAGEMENT OF WI	110-03-53117-253-416	04/13 1195.25 TONS	28,088.38
			110-03-53117-253-416	04/13 WDNR TONNAGE	15,538.25
			110-03-53117-253-416	04/13 FUEL SURCHARGE	2,269.60
			110-03-53117-253-417	04/13 85.24 TONS	2,003.14
			110-03-53117-253-417	04/13 13 CMPCT PULLS	1,856.47
			501-09-50104-253-000	04/13 77.65 TONS	1,824.78
			110-03-53117-253-417	04/13 WDNR TONNAGE	1,108.12
			501-09-50104-253-000	04/13 WDNR TONNAGE	1,009.46
			110-03-53117-253-416	04/13 ENVIRO SURCHG	336.00
			110-03-53117-253-417	04/13 FUEL SURCHARGE	314.18
			501-09-50104-253-000	04/13 FUEL SURCHARGE	150.17
			110-03-53117-253-417	04/13 ENVIRO SURCHG	66.00
			501-09-50104-253-000	04/13 ENVIRO SURCHG	36.00
				..... CHECK TOTAL	54,600.55

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128296	5/08	HENRY SCHEIN	611-09-50101-155-504	NURSE PRCTNR SUPPL	421.49
128297	5/08	PALMEN MOTORS	110-02-52203-344-000	04/13-FD CAR#61 REPA	308.11
128298	5/08	JENSEN TOWING	110-02-52103-219-000	04/13 13-052694 TOW	45.00
			110-02-52103-219-000	04/13 13-054475 TOW	45.00
				..... CHECK TOTAL	90.00
128299	5/08	JANTZ'S YARD 4 AUTOMOTIVE	630-09-50101-393-000	04/13-SE#2983 PARTS	260.00
128300	5/08	UNITED LABORATORIES, INC	520-09-50202-246-000	WASP SPRAY/LIQ ZYME	680.66
128301	5/08	CDW-G	110-01-51102-539-000	04/13 BOGEN MODULE	170.10
			110-01-51102-539-000	04/13 MEMORY/ADAPTR	57.91
				..... CHECK TOTAL	228.01
128302	5/08	WRIGHT EXPRESS FSC	110-03-53109-341-000	04/13 CNG	60.94
			110-03-53103-341-000	04/13 CNG	15.24
				..... CHECK TOTAL	76.18
128303	5/08	HANSMANN PRINTING	110-02-52103-311-000	04/13 PD-OT SLP/BC	290.00
128304	5/08	SCHALL, RUTH	411-11-51201-532-000	3 CONVERTERS	485.26
128305	5/08	UWEX CENTER FOR LAND USE ED	110-01-51701-264-000	PLAN COMM WORKSHOP	120.00
128306	5/08	GREATER ROUND LAKE FIRE	110-02-52206-264-000	BRT TRAINING REG	485.00
128307	5/08	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	PARTS FOR AUTOMOTIVE	5,591.42
			630-09-50101-393-000	04/13-SE RETURN PART	546.00CR
			630-09-50101-393-000	03/13-SE RETURN PART	2,761.05CR
				..... CHECK TOTAL	2,284.37
128308	5/08	WASTE MANAGEMENT	633-09-50101-253-000	05/13 LI WEEKLY PICK	92.85
			521-09-50101-219-000	05/13 AR PAPER RECYC	55.70
			110-01-51801-246-000	05/13 MB PULL CHARGE	55.70
				..... CHECK TOTAL	204.25
128309	5/08	MENARDS (KENOSHA)	501-09-50105-344-000	04/13 SW MERCHANDISE	342.36
			110-05-55109-357-000	04/13 PA MERCHANDISE	153.68
			632-09-50101-389-000	04/13 SE MERCHANDISE	114.89
			110-05-55109-244-000	04/13 PA W GARAGE	56.87
			632-09-50101-389-000	04/13 SE MERCHANDISE	21.95
				..... CHECK TOTAL	689.75

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128310	5/08	SUTPHEN CORPORATION	110-02-52203-344-000	03/13-FD PARTS/SERVI	1,347.92
			110-02-52203-344-000	04/13-FD TRK#7 PARTS	88.18
			110-02-52203-344-000	03/13-FD PARTS/SERVI	75.08
				..... CHECK TOTAL	1,511.18
128311	5/08	HYDROTEX	630-09-50101-393-000	04/13-SE LUBRICANTS	2,144.52
128312	5/08	HALLMAN LINDSAY	110-05-55104-249-000	04/13-PA PAINT/PRODU	299.60
			524-05-50101-244-000	04/13-PA PAINT/PRODU	52.43
				..... CHECK TOTAL	352.03
128313	5/08	MOTION INDUSTRIES	630-09-50101-393-000	04/13 CE #2583 MERCH	110.81
128314	5/08	GRAINGER	110-01-51801-361-000	04/13-MB PARTS/MATER	196.40
			520-09-50201-249-000	04/13-TD PARTS/MATER	158.33
			110-01-51801-361-000	04/13-MB PARTS/MATER	138.20
			110-01-51801-241-000	04/13-MB PARTS/MATER	133.52
			110-01-51801-241-000	04/13-MB PARTS/MATER	89.55
			110-01-51801-361-000	04/13-MB PARTS/MATER	89.25
			110-05-55109-344-000	04/13-PA PARTS/MATER	66.96
			110-01-51801-241-000	04/13-MB PARTS/MATER	60.73
			110-05-55109-344-000	04/13-PA PARTS/MATER	52.92
			520-09-50201-249-000	04/13-TD PARTS/MATER	52.91
			110-01-51801-241-000	04/13-MB PARTS/MATER	31.46
			110-01-51801-389-000	04/13-MB PARTS/MATER	10.46
				..... CHECK TOTAL	1,080.69
128315	5/08	CORECOMM/INTERNET SERVICES	110-01-51102-233-000	WEBPAGE	359.40
128316	5/08	CINTAS CORP	632-09-50101-259-000	04/13 SE-UNIFORM/GLV	571.27
			520-09-50201-367-000	04/13 TD-UNIFORM/GLV	333.59
			110-02-52203-259-000	04/13 FD-UNIFORM/GLV	201.00
			110-02-52101-219-000	04/13-PURGE SERVICE	27.50
				..... CHECK TOTAL	1,133.36
128317	5/08	RADISSON PAPER VALLEY HOTEL	110-02-52203-263-000	D BRAGUE 5/15-17	140.00
			110-02-52203-263-000	W THOMAS 5/15-17	140.00
				..... CHECK TOTAL	280.00
128318	5/08	ARAMARK	110-01-51801-246-000	04/13 MB-ENTRNC MATS	102.08
			520-09-50201-246-000	04/13 TD-ENTRNC MATS	41.64
			110-03-53116-246-000	04/13 WA-ENTRNC MATS	37.76
			632-09-50101-246-000	04/13 SE-ENTRNC MATS	15.10
				..... CHECK TOTAL	196.58

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128319	5/08	WHOLESALE DIRECT INC	630-09-50101-393-000	04/13-CE PARTS/MATER	547.05
			630-09-50101-393-000	04/13-CE PARTS/MATER	517.80
			630-09-50101-393-000	04/13-CE PARTS/MATER	55.90
				..... CHECK TOTAL	1,120.75
128320	5/08	INTERNATIONAL ASSOC FOR	110-02-52204-323-000	RENEWAL-P RYAN	75.00
128321	5/08	GILLIG CORPORATION	520-09-50201-347-000	BUS PARTS	5,747.90
			520-09-50201-347-000	04/13 BUS PARTS	243.80
				..... CHECK TOTAL	5,991.70
128322	5/08	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000	04/13-SE#3045 REPAIR	97.82
128323	5/08	GERBER LEISURE PRODUCTS	110-05-55109-249-000	ALUM SKATE BLOCKS	729.00
128324	5/08	UW PARKSIDE	110-01-51303-219-000	ENTRY LEVEL TESTING	200.00
128325	5/08	AURORA MEDICAL GROUP	110-01-51303-216-000	03/13 SCREENS	791.00
			520-09-50101-216-000	03/13 SCREENS	69.00
				..... CHECK TOTAL	860.00
128326	5/08	GALLAGHER, ELAINE	110-00-21905-000-000	BEACH HOUSE-4/20/13	100.00
128327	5/08	BUELOW, VETTER, BUIKEMA,	520-09-50101-219-000	03/13 SERVICES	1,375.00
			110-01-51001-212-000	03/13 SERVICES	1,353.50
			520-09-50101-219-000	03/13 SERVICES	1,320.00
			110-01-51303-212-000	03/13 SERVICES	171.50
			110-01-51303-212-000	03/13 SERVICES	137.50
				..... CHECK TOTAL	4,357.50
128328	5/08	LEMUS, GUADALUPE	110-00-21905-000-000	BEACH HOUSE-4/27/13	300.00
128329	5/08	WOODS, LATANYA	110-00-21905-000-000	ORIBILETTI-4/27/13	100.00
128330	5/08	TORCIVIA, JILLIAN	110-00-46394-000-000	APPLIANCE STICKER	15.00
128331	5/08	HUCK, RONALD	206-00-13107-000-000	TRANSPORT 1/23/12	51.83
128332	5/08	MORGAN, HALLEMA	206-00-13107-000-000	TRANSPORT 7/30/11	25.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128333	5/08	KIRK, GALE	206-00-13107-000-000	TRANSPORT 11/20/10	85.91
128334	5/08	SHIELDS, JERRY	110-00-13115-000-000	TRANSPORT 8/3/12	125.00
128335	5/08	THRIVENT TRUST CO	110-00-21106-000-000	2012 TAX 2800 80 ST	998.02
128336	5/08	JACK'S COZY CAFE	110-00-21106-000-000	PP TAX OVERPAY	22.66
128337	5/08	OCWEN LOAN SERVICING	110-00-21106-000-000	2012 TAX 2602 75 ST	34.80
			110-00-21106-000-000	2012 RE TAX OVERPAY	1.51
				..... CHECK TOTAL	36.31
128338	5/08	LANDMARK TITLE CORP	110-00-21112-000-000	TAX OVERS-1504 69 ST	3.66
128339	5/08	CORELOGIC	110-00-21106-000-000	2012 TAX 3105 14 LN	37.81
128340	5/08	MILLSAPS, NINA M.	611-09-50101-155-504	CORP CUPS PRIZES	764.54
			611-09-50101-155-504	WELLNESS PROG SUPPL	110.70
				..... CHECK TOTAL	875.24
128341	5/08	MOLINARO, DAVID	110-02-52107-263-000	4/24-25 MILW	16.00
128342	5/08	SALAS, DEBRA	110-01-51901-263-000	4/2/13 ELECTION EXP	59.62
128343	5/08	SANCHEZ, MARGARITO	110-01-51601-261-000	04/13 330 MILES	186.45
128344	5/08	PEDERSON, ARNOLD	110-02-52102-367-000	2013 CLOTHING ALLOW	400.00
128345	5/08	RUSSELL, DARRELL	110-09-56405-166-000	5/01/13 2.5% PPD	3,900.00
128346	5/08	BERGHUIS, JACOB L	110-09-56405-166-000	4/02-4/29/13 PPD	1,288.00
128347	5/10	YAMAHA MOTOR CORP.	524-05-50101-282-000	05/13 GOLF CARTS	2,386.53
128348	5/10	BINDELLI BROTHERS, INC	110-09-56501-259-569	04/13 6316 28 AVE	498.87
			110-09-56501-259-569	04/13 4126 31 AVE	110.00
				..... CHECK TOTAL	608.87
128349	5/10	RNOW, INC.	630-09-50101-393-000	04/13-SE PARTS/MATE	1,052.38
			630-09-50101-393-000	04/13-SE PARTS/MATER	564.94
			630-09-50101-393-000	04/13-SE PARTS/MATER	86.75
			630-09-50101-393-000	04/13-SE PARTS/MATER	69.39
				..... CHECK TOTAL	1,773.46

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128350	5/10	GENERAL COMMUNICATIONS, INC.	110-02-52103-389-000	KENWOOD BELT SWIVEL	120.46
			110-02-52103-389-000	KENWOOD BELT SWIVEL	73.64
			110-02-52103-389-000	VOLUME KNOB	25.00
				..... CHECK TOTAL	219.10
128351	5/10	HWY C SERVICE	110-05-55109-344-000	MAGNUM GATORLINE	839.10
			110-05-55109-341-000	04/13-PA SERVICE/PAR	82.62
			630-09-50101-393-000	04/13-SE SERVICE/PAR	49.22
			630-09-50101-393-000	04/13-SE SERVICE/PAR	45.12
				..... CHECK TOTAL	1,016.06
128352	5/10	CARDINAL HEALTH	206-02-52205-318-000	04/13 FD MEDICAL SUP	561.60
128353	5/10	KEN-CRETE PRODUCTS CO., INC.	501-09-50105-355-000	04/13-SW CONCRETE/MA	771.25
128354	5/10	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	05/10/13 CITY HRLY	12,474.56
			110-00-21562-000-000	05/10/13 WATER HRLY	4,084.87
			110-00-21562-000-000	05/10/13 MUSEUM HRLY	25.00
				..... CHECK TOTAL	16,584.43
128355	5/10	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	04/13 ANIMAL CONTRL	11,689.78
128356	5/10	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	9/5/12 W/C	440.21
128357	5/10	BADGER TRUCK CENTER	630-09-50101-393-000	04/13 SE #2838 PARTS	465.05
128358	5/10	FIRST SUPPLY CO.	110-05-55111-249-000	04/13 PA SUPPLIES AN	129.05
			110-05-55111-249-000	04/13 PA SUPPLIES AN	44.46
			110-05-55111-249-000	04/13 PA SUPPLIES AN	11.11
				..... CHECK TOTAL	184.62
128359	5/10	VULCAN MATERIALS COMPANY	501-09-50105-354-000	04/13-SW AGGREGATE M	2,842.44
128360	5/10	WIS DEPT OF REVENUE	110-00-21512-000-000	4/16-30/13 DEDUCTS	110,535.69
128361	5/10	UNITED STATES TREASURY	110-00-21581-000-000	05/10/13 HRLY DEDCT	20.00
128362	5/10	PAYNE & DOLAN INC.	110-03-53103-355-000	04/13-ST ASPHALT MAT	1,104.40
128363	5/10	KENOSHA WATER UTILITY	461-11-51201-581-000	1/18-4/30/13 UTILS	47.84
			461-11-51201-581-000	1/31-3/31/13 UTILS	29.78
			461-11-51201-581-000	2/05-4/30/13 UTILS	24.03
			461-11-51201-581-000	1/31-3/31/13 UTILS	14.34
			461-11-51201-581-000	1/31-3/31/13 UTILS	13.79
			461-11-51201-581-000	1/31-3/31/13 UTILS	10.06
				..... CHECK TOTAL	139.84

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128364	5/10	FABCO EQUIPMENT, INC.	630-09-50101-393-000	04/13 SE PARTS & MAT	1,262.03
			630-09-50101-393-000	04/13 SE #3120 PARTS	323.89
			630-09-50101-393-000	04/13 SE #2476 PARTS	268.93
			630-09-50101-393-000	04/13 SE PARTS & MAT	190.58
			630-09-50101-393-000	04/13 SE PARTS & MAT	143.71
			630-09-50101-393-000	04/13 SE #2833 PARTS	79.41
			630-09-50101-393-000	04/13 SE #3120 PARTS	75.19
			630-09-50101-393-000	04/13 SE PARTS & MAT	49.11
			630-09-50101-393-000	04/13 SE #2168 PARTS	33.57
					..... CHECK TOTAL
128365	5/10	KENOSHA WATER UTILITY	110-00-21914-000-000	04/13 BILL COLLECT	14,365.70
			110-00-21913-000-000	04/13 TEMP PERMITS	9,240.32
				..... CHECK TOTAL	23,606.02
128366	5/10	CHASE BANK KENOSHA	110-00-21513-000-000	05/10/13 HRLY DEDCT	19,335.53
			110-00-21511-000-000	05/10/13 HRLY DEDCT	11,497.43
			110-00-21612-000-000	05/10/13 HRLY DEDCT	11,497.20
			110-00-21614-000-000	05/10/13 HRLY DEDCT	2,936.97
			110-00-21514-000-000	05/10/13 HRLY DEDCT	2,936.97
				..... CHECK TOTAL	48,204.10
128367	5/10	BROWN & JONES REPORTING, INC	110-09-56402-219-000	MEDINA DOL 11/14/08	81.30
128368	5/10	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	05/13 SPCL TRANSPRT	21,499.00
			520-09-50301-258-000	05/13 WKND DISPATCH	584.00
				..... CHECK TOTAL	22,083.00
128369	5/10	TDS	110-01-51801-227-000	05/13 MAIN-LINES	4,327.43
			110-01-51801-227-000	04/13 FIRE PHONES	1,268.89
			632-09-50101-227-000	05/13 MAIN-LINES	772.51
			110-03-53103-227-000	05/13 MAIN-LINES	739.57
			110-00-14401-000-000	05/13 MAIN PHONES	547.39
			110-05-55109-227-000	05/13 MAIN-LINES	458.02
			110-03-53116-227-000	05/13 MAIN-LINES	424.37
			110-00-15202-000-000	05/13 MAIN PHONES	316.94
			520-09-50301-227-000	05/13 MAIN-LINES	302.97
			521-09-50101-227-000	05/13 MAIN-LINES	230.80
			501-09-50101-227-000	05/13 MAIN-LINES	178.04
			110-02-52108-225-000	05/13 MAIN-LINES	124.02
			520-09-50401-227-000	05/13 MAIN-LINES	119.15
			520-09-50301-225-000	05/13 MAIN-CALLS	95.30
			110-02-52110-227-000	05/13 MAIN-LINES	89.53
			524-05-50101-227-000	05/13 MAIN-LINES	89.24
			110-01-51801-225-000	04/13 FIRE PHONES	73.09
			110-02-52203-227-000	05/13 MAIN-LINES	57.17
			110-03-53103-225-000	05/13 MAIN-CALLS	44.53
			501-09-50105-227-000	05/13 MAIN-LINES	41.76
			110-05-55109-225-000	05/13 MAIN-CALLS	39.75

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52108-225-000	05/13 MAIN-CALLS	39.47
			110-05-55111-227-000	05/13 MAIN-LINES	36.82
			632-09-50101-225-000	05/13 MAIN-CALLS	36.43
			110-02-52110-225-000	05/13 MAIN-CALLS	32.38
			110-01-51801-225-000	05/13 MAIN-CALLS	26.85
			110-01-51801-227-000	05/13 PHONE SERVICE	25.88
			520-09-50401-227-000	05/13 PHONE SERVICE	22.38
			521-09-50101-225-000	05/13 MAIN-CALLS	16.01
			524-05-50101-225-000	05/13 MAIN-CALLS	6.02
			110-02-52203-225-000	05/13 MAIN-CALLS	1.78
			501-09-50105-225-000	05/13 MAIN-CALLS	1.43
			110-03-53116-225-000	05/13 MAIN-CALLS	.82
			206-02-52205-227-000	05/13 MAIN-CALLS	.53
			206-02-52205-227-000	05/13 MAIN-LINES	10.94CR
				..... CHECK TOTAL	10,576.33
128370	5/10	OFFICEMAX	110-01-51201-311-000	04/13 CT #2500 OFFC	311.31
			110-01-51101-311-000	04/13 FN #2499 OFFC	128.86
			110-05-55109-311-000	04/13 PA #2496 OFFC	83.33
			110-02-52201-311-000	04/13 FD #2498 OFFC	46.22
			524-05-50101-311-000	04/13 PA #2496 OFFC	6.98
			110-01-51201-311-000	04/13 CT #2500 RETN	42.92CR
				..... CHECK TOTAL	533.78
128371	5/10	INGLENET BUSINESS SOLUTIONS	110-01-51102-233-000	TIP STUDIO TIER 4	20,800.00
128372	5/10	MOOSE LODGE #286	110-01-51901-283-000	2/13 & 4/13 ELECTION	64.00
128373	5/10	PREISS, IRENE	110-02-52203-165-000	05/13 BENEFITS	410.53
128374	5/10	ZAK, PAUL	110-02-52203-165-000	05/13 BENEFITS	861.97
128375	5/10	PAT'S SERVICES, INC.	205-03-53119-282-000	03/26-4/22-PORTABLE	84.00
128376	5/10	GARDA CL GREAT LAKES, INC	110-01-51201-219-000	05/13 ARMOR CAR SRVC	306.31
128377	5/10	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	04/13-SW TOOLS/SUPPL	65.98
128378	5/10	FORESTRY SUPPLIERS INC.	501-09-50106-361-000	REPLACEMENT BLADES	350.43
			501-09-50106-361-000	POLE PRUNING SAW	222.50
			501-09-50106-361-000	FELCO HAND PRUNERS	149.85
			501-09-50106-361-000	PRUNING SAW HANDLE	137.70
			501-09-50106-361-000	REPLACEMENT PARTS	67.80
			501-09-50106-361-000	WORK GLOVES	36.00
				..... CHECK TOTAL	964.28

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128379	5/10	LEE'S RENT IT	110-05-55109-344-000	04/13-PA EQUIPMENT R	380.00
128380	5/10	CARMICHAEL COMMUNICATIONS	222-09-50101-259-000	7/4/13 CONCERT EVENT	2,500.00
128381	5/10	INTERSPIRO	110-02-52203-235-000	04/13-FD SCBA PARTS	910.18
			110-02-52203-235-000	04/13-FD SCBA PARTS	112.92
			110-02-52203-235-000	04/13-FD SCBA PARTS	27.00
				..... CHECK TOTAL	1,050.10
128382	5/10	ACCURATE PRINTING CO., INC.	520-09-50301-311-000	04/13 TD-OP/DMG RPT	678.00
128383	5/10	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	04/13 ST MERCHANDISE	507.50
128384	5/10	ST JOHN'S LUTHERAN CHURCH	110-01-51901-283-000	2/13& 4/13 ELECTIONS	50.00
128385	5/10	VERMEER SALES & SERVICE	403-11-51303-579-000	CHIPPER	54,354.00
			403-11-51303-934-560	TRADE FLEET #2167	4,175.00CR
				..... CHECK TOTAL	50,179.00
128386	5/10	MESSERLI & KRAMER P.A.	110-00-21581-000-000	05/10/13 DEDUCTION	159.82
128387	5/10	JAMES IMAGING SYSTEMS, INC.	110-01-51303-232-000	05/13 HR-SERVICE AGR	54.76
128388	5/10	LEE PLUMBING, INC.	110-02-52203-246-000	WATER HEATER	2,500.00
			110-01-51801-241-000	04/13-MB BOILER#2	215.00
			110-01-51801-246-000	04/13-MB DRAIN-RM#96	195.00
				..... CHECK TOTAL	2,910.00
128389	5/10	HUMANA CLAIMS	611-09-50101-155-527	05/03/13 MED CLAIMS	80,762.81
			611-09-50101-155-527	05/07/13 MED CLAIMS	60,840.05
			611-09-50101-155-527	05/06/13 PHARMACY	12,628.32
			611-09-50101-155-527	05/06/13 MED CLAIMS	7,456.39
			611-09-50101-155-527	05/08/13 MED CLAIMS	6,695.87
			611-09-50101-155-527	05/09/13 PHARMACY	5,832.73
			611-09-50101-155-527	05/03/13 PHARMACY	2,781.19
			611-09-50101-155-527	05/08/13 PHARMACY	1,604.46
			611-09-50101-155-527	05/09/13 MED CLAIMS	1,473.39
			611-09-50101-155-527	05/07/13 PHARMACY	1,223.44
				..... CHECK TOTAL	181,298.65

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128390	5/10	TOWN & COUNTRY GLASS	110-01-51801-389-000	04/13-LABELS/CAULK	200.78
			110-01-51801-246-000	04/13-GLASS RM#107	75.00
				..... CHECK TOTAL	275.78
128391	5/10	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	05/10/13 DEDUCTION	36.09
128392	5/10	MALSACK, J	463-11-51002-219-000	SPRING CLEAN-UP	760.00
128393	5/10	BROOKHOUSE & HEMSING LAW	110-01-51303-212-000	4/13 PFC COUNSEL	120.00
128394	5/10	BOGDALA, DAVID	110-01-50101-265-000	05/13 REIMBURSE	130.00
128395	5/10	HAUGAARD, ERIC	110-01-50101-265-000	05/13 REIMBURSE	130.00
128396	5/10	JULIANA, PATRICK	110-01-50101-265-000	05/13 REIMBURSE	130.00
128397	5/10	KENNEDY, ANTHONY	110-01-50101-265-000	05/13 REIMBURSE	130.00
128398	5/10	LAMACCHIA, ROCCO	110-01-50101-265-000	05/13 REIMBURSE	130.00
128399	5/10	MICHALSKI, JAN	110-01-50101-265-000	05/13 REIMBURSE	88.00
128400	5/10	OHNSTAD, TOD	110-01-50101-265-000	05/13 REIMBURSE	130.00
128401	5/10	ORTH, MICHAEL	110-01-50101-265-000	05/13 REIMBURSE	130.00
128402	5/10	PROZANSKI, DANIEL	110-01-50101-265-000	05/10/13 REIMBURSE	130.00
128403	5/10	RUFFOLO, G JOHN	110-01-50101-265-000	05/13 REIMBURSE	130.00
128404	5/10	MARTIN PETERSEN COMPANY, INC.	110-02-52203-241-000	04/13-BOILER FD#4	235.00
128405	5/10	SHINDLER TIRE RECYCLING LLC	205-03-53118-219-000	04/13 TIRE RECYCLING	900.00
			205-03-53118-219-000	04/13 TIRE RECYCLING	900.00
				..... CHECK TOTAL	1,800.00
128406	5/10	JOHNSON BANK	110-00-21532-000-000	05/10/13 CITY HRLY	825.00
			110-00-21532-000-000	05/10/13 WATER HRLY	609.62
				..... CHECK TOTAL	1,434.62

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128407	5/10	FASTENAL COMPANY	630-09-50101-393-000 110-02-52203-344-000	04/13 SE TOOLS/MATER 04/13 FD TOOLS/MATER ..... CHECK TOTAL	11.43 1.20 12.63
128408	5/10	DIRECT TECHNOLOGY GROUP	411-11-51201-532-000	UPS - EATON 9PX	3,484.00
128409	5/10	GORDON, SCOTT	110-01-50101-265-000	05/13 REIMBURSE	130.00
128410	5/10	ROSENBERG, KEITH	110-01-50101-265-000	05/13 REIMBURSE	130.00
128411	5/10	SCHWARTZ, CHRISTINE	110-01-50101-265-000	05/13 REIMBURSE	130.00
128412	5/10	HYATT ON MAIN	110-01-51201-263-000 110-01-50101-263-000	FORSBERG 7/15-19 FORSBERG 7/15-19 ..... CHECK TOTAL	300.00 150.00 450.00
128413	5/10	DUECO, INC	630-09-50101-393-000	04/13 SE #2711 PARTS	155.32
128414	5/10	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	04/13-BUS PARTS	326.84
128415	5/10	CHAPTER 13 TRUSTEE	110-00-21581-000-000 110-00-21581-000-000 110-00-21581-000-000	05/10/13 DEDUCTION 05/10/13 DEDUCTION 05/10/13 DEDUCTION ..... CHECK TOTAL	323.00 104.00 87.00 514.00
128416	5/10	USA PAYDAY LOANS	110-00-21581-000-000	05/10/13 DEDUCTION	62.39
128417	5/10	CENTRAL SAW AND MOWER	110-05-55109-344-000 110-05-55109-344-000	04/13 PA PARTS 04/13 PA PARTS ..... CHECK TOTAL	199.18 12.69 211.87
128418	5/10	KENO BODY & PAINT	110-02-52103-711-000	REPAIR SQUAD 2817	6,665.41
128419	5/10	STATE BAR OF WISCONSIN	110-01-50301-322-000	02/13-LE ENHANCED FO	80.10
128420	5/10	MENARDS (KENOSHA)	110-03-53103-382-000 110-03-53110-389-000 110-05-55109-357-000 110-03-53109-375-000	04/13-ST MERCHANDISE 04/13-ST MERCHANDISE 04/13-PA MERCHANDISE 04/13-ST MERCHANDISE ..... CHECK TOTAL	277.31 57.16 38.23 3.56 376.26

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128421	5/10	D.W. DAVIES & CO, INC	110-02-52203-344-000 206-02-52205-344-000 520-09-50201-347-000 110-02-52203-344-000	CAR WASH SOAP CAR WASH SOAP 02/13 DRUM DEPOSIT 05/13 DRUM DEPOSIT ..... CHECK TOTAL	267.50 190.45 15.00CR 33.00CR 409.95
128422	5/10	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	2/1-3/11/13 W/C	450.50
128423	5/10	GUNTA & REAK, S.C.	110-09-56402-219-000	02/13 BELL V CITY	5,003.00
128424	5/10	WIS SCTF	110-00-21581-000-000	05/10/13 HRLY DEDCT	1,138.19
128425	5/10	CHASE BANK-DTC	399-00-22212-000-000 399-00-22212-000-000	SERIES 2011 GO NOTES 2010 GO PROM NOTES ..... CHECK TOTAL	307,250.00 284,283.50 591,533.50
128426	5/10	GRAINGER	110-02-52203-382-000	04/13-FD PARTS/MATER	21.28
128427	5/10	UW GREEN BAY	110-01-51901-264-000 110-01-51201-264-000	FORSBERG 7/14-19 FORSBERG 7/14-19 ..... CHECK TOTAL	259.00 200.00 459.00
128428	5/10	ACCENT	206-00-13107-000-000	6/7/12 M-COLMAN	420.00
128429	5/10	TIME WARNER CABLE	520-09-50301-233-000 110-01-51102-233-000	05/13-TD-ROADRUNNER 05/13-AR-ROADRUNNER ..... CHECK TOTAL	139.95 139.95 279.90
128430	5/10	SCHMITT PROTECTIVE SERVICES	110-01-51801-246-000	04/13-MB SECURITY CH	63.00
128431	5/10	BOUND TREE MEDICAL, LLC	206-02-52205-318-000 206-02-52205-318-000	04/13 FD MEDICAL SUP 04/13 FD MEDICAL SUP ..... CHECK TOTAL	1,189.99 165.45 1,355.44
128432	5/10	CMRS/PITNEY BOWES	110-01-51306-312-000	5/6/13 WIRE TRANSFER	10,000.00
128433	5/10	FABCO RENTS	501-09-50105-282-000	04/13 SW-EQUIP RENT	50.00
128434	5/10	NICOLET NATURAL SE	761-09-50101-389-000	5/13 WATER COOLER	7.95

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128435	5/10	BUSCHE, JUDY LLC	110-01-50301-219-000	04/13 PROCESS SERVC	198.00
128436	5/10	MESSIAH LUTHERAN CHURCH	110-01-51901-283-000	2/13 & 4/13 ELECTIONS	80.00
128437	5/10	LAKESHORE BID DISTRICT	110-00-21815-000-000	2ND PYMT-2013 ASSMT	26,666.67
128438	5/10	RIMKUS, JASON	761-09-50101-111-000	05/01-15/13 SERVICE	1,933.04
			761-00-21514-000-000	05/01-15/13 SERVICE	28.03CR
			761-00-21599-000-000	05/01-15/13 SERVICE	96.65CR
			761-00-21512-000-000	05/01-15/13 SERVICE	108.90CR
			761-00-21511-000-000	05/01-15/13 SERVICE	119.85CR
			761-00-21513-000-000	05/01-15/13 SERVICE	224.00CR
				..... CHECK TOTAL	1,355.61
128439	5/10	PIRO, RALPH	761-09-50101-111-000	05/01-15/13 SERVICE	916.45
			761-00-21514-000-000	05/01-15/13 SERVICE	13.29CR
			761-00-21599-000-000	05/01-15/13 SERVICE	25.00CR
			761-00-21512-000-000	05/01-15/13 SERVICE	40.70CR
			761-00-21511-000-000	05/01-15/13 SERVICE	56.82CR
			761-00-21513-000-000	05/01-15/13 SERVICE	77.00CR
				..... CHECK TOTAL	703.64
128440	5/10	KENOSHA SENIOR CENTER	110-01-51901-283-000	2/13 & 4/13 ELECTIONS	90.00
128441	5/10	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	03/13 SE #8524 PARTS	326.00
128442	5/10	RED THE UNIFORM TAILOR	110-02-52103-367-000	04/13 PD-UNIFORMS	1,484.30
			110-02-52103-367-000	04/13 PD-UNIFORMS	921.43
			110-02-52206-367-000	04/13 FD-UNIFORMS	735.99
			110-02-52103-367-000	04/13 PD-UNIFORMS	139.90
			110-02-52206-367-000	04/13 FD-UNIFORMS	137.00
			110-02-52103-367-000	04/13 PD-UNIFORMS	97.44
			520-09-50101-367-000	04/13 TD-UNIFORM ITM	96.95
			110-02-52206-367-000	04/13 FD-UNIFORMS	88.95
			110-02-52103-367-000	04/13 PD-UNIFORMS	85.00
			110-02-52103-367-000	04/13 PD-UNIFORMS	69.95
			110-02-52103-367-000	04/13 PD-UNIFORMS	48.95
			110-02-52103-367-000	04/13 PD-UNIFORMS	44.99
			110-02-52206-367-000	04/13 FD-UNIFORMS	30.00
			110-02-52103-367-000	04/13 PD-UNIFORMS	12.95
				..... CHECK TOTAL	3,993.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128443	5/10	UNITED HEALTHCARE INSURANCE	110-00-21534-000-000	05/13 DEDUCTIONS	1,219.71
128444	5/10	CLARK DIETZ, INC	402-11-51113-219-000	3/13 122 AV LIGHTNG	5,436.78
128445	5/10	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	12/5/12 W/C	309.00
128446	5/10	AURORA HEALTH CARE	110-09-56405-161-000	3/4-13/13 W/C	1,043.36
			110-09-56405-161-000	2/13/13 W/C	373.15
			110-09-56405-161-000	3/14/12 W/C	209.45
			110-09-56405-161-000	3/5/13 W/C	164.05
				..... CHECK TOTAL	1,790.01
128447	5/10	UNITED HEALTHCARE BENEFIT	110-09-56310-219-000	04/13 ADMIN CHARGES	80.26
128448	5/10	GENEX SERVICES INC	110-09-56405-161-000	4/18-5/1/13 W/C	497.70
128449	5/10	EXAM WORKS INC	110-09-56405-161-000	4/29/13 W/C	2,400.00
128450	5/10	BLANKENHEIM SERVICES	110-09-56405-161-000	3/19-21/13 W/C	478.82
			110-09-56405-161-000	3/25/13 W/C	239.41
				..... CHECK TOTAL	718.23
128451	5/10	BLOUNT ORTHO CLINIC	110-09-56405-161-000	4/2/13 W/C	117.00
128452	5/10	FRANCINES FINE CATERING	611-09-50101-155-504	5/8/13 STRESS PRGM	750.00
128453	5/10	TRUAX, BOB	524-05-50101-398-000	USED GOLF BALLS	260.00
128454	5/10	FOSTER, JEAN	206-00-13107-000-000	TRANSPORT 11/17/11	82.41
128455	5/10	WERMELING, PATTI	110-00-46394-000-000	APPLIANCE STICKER	15.00
128456	5/10	JOHNSON, JAMES	110-00-46501-000-000	CANCEL-WASH SHELTER	50.00
			110-00-46532-000-000	CANCEL-WASH SHELTER	25.00
				..... CHECK TOTAL	75.00
128457	5/10	COLEMAN, ADAM	110-00-21905-000-000	BEACH HOUSE-5/4/13	100.00
128458	5/10	GUERRERO, ESMERALDA	110-00-21111-000-000	COURT PYMT R015392	16.07

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128459	5/10	COTTRILL, JEREMY R	110-00-21111-000-000	COURT PYMT R012852	5.64
128460	5/10	FREEBERG, TANYA	110-00-21111-000-000	COURT PYMT V811058	31.00
128461	5/10	BRODLO, JODI	110-00-45103-000-000	FINE PYMT R019714	50.00
			110-00-45104-000-000	FINE PYMT R019714	28.00
			110-00-21910-000-000	FINE PYMT R019714	10.00
			110-00-21911-000-000	FINE PYMT R019714	6.00
				..... CHECK TOTAL	94.00
128462	5/10	GARCIA, SONYA	110-00-45103-000-000	FINE PYMT R017715	50.00
			110-00-45103-000-000	FINE PYMT R017714	30.00
			110-00-45103-000-000	FINE PYMT R931114	30.00
			110-00-45104-000-000	FINE PYMT R017714	28.00
			110-00-45104-000-000	FINE PYMT R931114	28.00
			110-00-45104-000-000	FINE PYMT R017715	28.00
			110-00-21911-000-000	FINE PYMT R017714	13.00
			110-00-21911-000-000	FINE PYMT R931114	13.00
			110-00-21911-000-000	FINE PYMT R017715	13.00
			110-00-21901-000-000	FINE PYMT R017715	13.00
			110-00-21910-000-000	FINE PYMT R017714	10.00
			110-00-21910-000-000	FINE PYMT R931114	10.00
			110-00-21910-000-000	FINE PYMT R017715	10.00
			110-00-21901-000-000	FINE PYMT R017714	7.80
			110-00-21901-000-000	FINE PYMT R931114	7.80
				..... CHECK TOTAL	291.60
128463	5/10	JERANEK, ROBERT	110-09-56404-719-000	PROP DMG OF 3/8/13	1,055.00
128464	5/10	BUCK, WAYDE B	521-09-50101-261-000	2/13 397 MILES	224.31
			521-09-50101-261-000	3/13 156 MILES	88.14
				..... CHECK TOTAL	312.45
128465	5/10	SALAS, DEBRA	110-01-50401-263-000	REVIEW BRD EXPENSES	46.46
128466	5/10	KENDALL, JAMES K.	110-02-52107-263-000	5/6/13-MADISON	8.00
128467	5/10	BILLINGSLEY, SHELLY	501-09-50103-367-000	UNIFORM SHIRTS	176.00
			501-09-50101-367-000	UNIFORM SHIRTS	128.00
				..... CHECK TOTAL	304.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128468	5/10	PATTON, PATRICK	110-09-56405-166-000	04/11-05/08/13 PPD	1,208.00
128469	5/10	KNIGHT, MATTHEW A.	110-01-50301-261-000	5/2/13-MILWAUKEE	44.07
			110-01-50301-263-000	5/2/13-MILWAUKEE	10.00
				..... CHECK TOTAL	54.07
128470	5/10	OBERST, RANDY	110-02-52107-263-000	5/6/13-MADISON	8.00
128471	5/10	ANTARAMIAN, EDWARD	110-01-50301-261-000	4/26/13-MILWAUKEE	55.94
			110-01-50301-261-000	4/26/13-MILWAUKEE	16.00
			110-01-50301-263-000	4/26/13-MILWAUKEE	9.76
				..... CHECK TOTAL	81.70
128472	5/10	PFEFFER, RYAN L	110-02-52103-263-000	5/2/13-WINNEBAGO	12.00
128473	5/10	MEERSCHAERT, GARY	110-01-51601-261-000	04/13 665 MILES	375.73
128474	5/10	MOORE, MICHAEL	110-01-51601-261-000	04/13 917 MILES	518.11
128475	5/10	ALLES, RYAN W	110-02-52103-263-000	5/1/13 WINNEBAGO	12.00
			110-02-52103-263-000	4/22/13 WINNEBAGO	12.00
				..... CHECK TOTAL	24.00
128476	5/10	BERGHUIS, JACOB L	110-09-56405-161-000	5/2/13 MILEAGE REIMB	143.21
			110-02-52103-263-000	5/1/13 MENDOTA	12.00
			110-02-52103-263-000	4/29/13 WINNEBAGO	12.00
				..... CHECK TOTAL	167.21
128477	5/15	RNOW, INC.	630-09-50101-393-000	04/13-SE PARTS/MATER	214.67
128478	5/15	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	04/13-ST ELECTRICAL	226.90
			110-03-53109-375-000	04/13-ST ELECTRICAL	2.30
				..... CHECK TOTAL	229.20
128479	5/15	BUMPER TO BUMPER	630-09-50101-393-000	04/13 CE PARTS, MATE	2,506.21
			520-09-50201-317-000	04/13 TD PARTS, MATE	1,018.45
			520-09-50201-347-000	04/13 TD PARTS, MATE	331.39
			520-09-50401-347-000	04/13 TD PARTS, MATE	43.57
			632-09-50101-389-000	04/13 SE PARTS, MATE	20.57
			110-05-55109-361-000	04/13 PA PARTS, MATE	16.99
			520-09-50401-317-000	04/13 TD PARTS, MATE	15.99
				..... CHECK TOTAL	3,953.17

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128480	5/15	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	05/13-ST ELECTRICAL	77.82
			521-09-50101-375-000	04/13-AR ELECTRICAL	11.00
				..... CHECK TOTAL	88.82
128481	5/15	CARDINAL HEALTH	206-02-52205-318-000	04/13 FD MEDICAL SUP	633.54
			206-02-52205-318-000	04/13 FD MEDICAL SUP	222.01
				..... CHECK TOTAL	855.55
128482	5/15	WIS DEPT OF REVENUE	110-09-56507-259-999	04/13 SALES TAX	2,453.82
128483	5/15	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	05/15/13 CITY SAL	40,191.38
			110-00-21562-000-000	05/15/13 LIBRARY SAL	6,505.89
			110-00-21562-000-000	05/15/13 WATER SAL	6,237.00
				..... CHECK TOTAL	52,934.27
128484	5/15	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	05/15/13 CITY SAL	872.93
			110-00-21541-000-000	05/15/13 LIBRARY SAL	247.50
			110-00-21541-000-000	05/15/13 WATER SAL	122.10
				..... CHECK TOTAL	1,242.53
128485	5/15	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	05/15/13 SAL DEDUCT	86,378.00
128486	5/15	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	06/13 PREMIUM	11,009.95
			110-09-56304-156-000	06/13 PREMIUM	5,467.97
			110-00-15601-000-000	06/13 PREMIUM	1,365.32
			110-00-15201-000-000	06/13 PREMIUM	1,025.74
			520-09-50101-156-000	06/13 PREMIUM	498.49
			110-00-15202-000-000	06/13 PREMIUM	302.47
			631-09-50101-156-000	06/13 PREMIUM	171.61
			632-09-50101-156-000	06/13 PREMIUM	128.51
			110-00-14401-000-000	06/13 PREMIUM	89.64
			521-09-50101-156-000	06/13 PREMIUM	77.86
			520-09-50105-156-000	06/13 PREMIUM	64.79
			520-09-50201-156-000	06/13 PREMIUM	42.53
			630-09-50101-156-000	06/13 PREMIUM	26.84
			501-09-50103-156-000	06/13 PREMIUM	24.70
			501-09-50101-156-000	06/13 PREMIUM	22.39
			520-09-50301-156-000	06/13 PREMIUM	15.92
			520-09-50403-156-000	06/13 PREMIUM	14.52
520-09-50401-156-000	06/13 PREMIUM	12.41			
	..... CHECK TOTAL	20,361.66			

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128487	5/15	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000 520-09-50106-346-000	04/13 CE TIRES/TUBES 04/13 TD TIRE REPAIR ..... CHECK TOTAL	18,849.21 314.08 19,163.29
128488	5/15	TRAFFIC & PARKING CONTROL CO	110-03-53109-375-000 110-03-53109-375-000 110-03-53109-375-000 110-03-53109-375-000	SIGNAL HEAD 5-12" TRAFFIC HEAD BASE, ALUMINUM BRACKET ..... CHECK TOTAL	1,930.25 1,280.00 1,100.00 798.00 5,108.25
128489	5/15	KENOSHA WATER UTILITY	110-05-55109-224-000	02-3/13 WATER	204.42
128490	5/15	WE ENERGIES	110-01-51801-221-000 520-09-50301-221-000 110-03-53103-222-000 110-01-51801-222-000 520-09-50401-221-000 521-09-50101-221-000 520-09-50301-222-000 633-09-50101-222-000 521-09-50101-221-000 110-03-53116-222-000 110-03-53109-221-000 110-03-53103-221-000 110-02-52203-221-000 110-05-55109-221-000 110-02-52203-222-000 110-03-53109-221-000 521-09-50101-222-000 110-05-55109-222-000 110-02-52203-221-000 632-09-50101-222-000 110-01-51802-221-000 110-03-53109-221-000 110-02-52203-222-000 110-03-53109-221-000 110-02-52203-222-000 110-03-53109-221-000 520-09-50401-222-000 110-03-53109-221-000 110-02-52110-221-000 110-02-52203-222-000 110-05-55111-221-000 110-05-55109-221-000 110-02-52110-222-000 110-05-55111-221-000 110-05-55109-221-000 110-05-55109-221-000 110-05-55109-221-000	#19 03/27-04/29 #19 03/28-04/30 #19 03/26-04/25 #19 03/27-04/28 #19 03/28-04/25 #19 04/01-04/30 #19 03/28-04/29 #19 03/26-04/25 #19 03/28-04/29 #19 03/26-04/25 #19 03/27-04/28 #19 03/27-04/28 #19 03/26-04/25 #19 03/26-04/25 #19 03/25-04/24 #19 03/31-04/29 #19 04/01-04/30 #19 03/26-04/25 #19 04/01-04/30 #19 03/26-04/25 #19 04/01-04/30 #19 03/26-04/25 #19 912 35TH ST #19 04/02-05/01 #19 03/27-04/28 #19 04/01-04/30 #19 04/01-04/30 #19 03/05-04/03 #19 03/25-04/24 #19 03/26-04/25 #19 03/27-04/28 #19 03/26-04/25 #19 03/27-04/26 #19 03/27-04/28 #19 03/27-04/28 #19 03/27-04/29 #19 03/13-04/14 #19 04/02-05/01 #19 03/27-04/26	5,145.32 4,027.71 3,613.84 2,561.90 2,318.08 1,815.30 1,800.38 1,650.92 1,643.95 1,311.36 1,225.50 1,075.75 1,074.40 1,056.28 1,044.42 934.86 848.73 839.43 809.93 754.55 676.25 581.54 557.74 506.50 396.38 380.27 375.71 307.29 305.04 299.81 243.22 129.13 123.79 111.15 91.80 37.26 33.16

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-51802-221-000	#19 2210 52ND ST	21.31
			110-05-55111-222-000	#19 03/27-04/28	19.84
			110-03-53103-221-000	#19 03/27-04/26	18.32
			110-05-55109-221-000	#19 03/31-04/29	16.85
			110-05-55102-221-000	#19 03/29-04/29	9.45
			110-05-55109-222-000	#19 03/31-04/29	8.99
			110-02-52103-222-000	#19 04/02-05/01	8.99
				..... CHECK TOTAL	40,812.40
128491	5/15	WE ENERGIES	758-09-51608-259-000	3/27-4/28/13 UTILS	68.90
			758-09-51603-259-000	4/2-5/01/13 UTILS	47.50
			758-09-51607-259-000	4/02-5/01/13 UTILS	45.57
				..... CHECK TOTAL	161.97
128492	5/15	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	05/15/13 DEDUCTION	206.23
128493	5/15	REINDERS INC.	630-09-50101-393-000	04/13-CE PARTS/SERVI	645.20
			630-09-50101-393-000	04/13-CE PARTS/SERVI	156.90
			110-05-55109-344-000	04/13-PA PARTS/SERVI	151.28
			630-09-50101-393-000	04/13-CE PARTS/SERVI	131.60
			630-09-50101-393-000	04/13-CE PARTS/SERVI	93.75
			110-05-55109-344-000	04/13-PA PARTS/SERVI	32.88
			630-09-50101-393-000	04/13-CE#2583 PARTS/	30.76
			630-09-50101-393-000	04/13-CE PARTS/SERVI	24.44
				..... CHECK TOTAL	1,266.81
128494	5/15	WIS FUEL & HEATING INC	630-09-50101-393-000	04/13-CE LUBRICANTS/	514.05
128495	5/15	BROOKS TRACTOR, INC.	630-09-50101-393-000	04/13 SE #2216 PARTS	677.11
			630-09-50101-393-000	04/13 SE #2216 PARTS	228.13
			630-09-50101-393-000	04/13 SE #2216 PARTS	106.23
				..... CHECK TOTAL	1,011.47
128496	5/15	INLAND DETROIT DIESEL	630-09-50101-393-000	04/13-SE PARTS/MATER	1,762.71
128497	5/15	JAY BEE AUTO BODY	630-09-50101-393-000	INTERIOR DETAIL	100.00
128498	5/15	CHASE BANK KENOSHA	110-00-21513-000-000	05/15/13 SAL DEDUCTS	199,501.44
			110-00-21511-000-000	05/15/13 SAL DEDUCTS	70,119.00
			110-00-21612-000-000	05/15/13 SAL DEDUCTS	70,118.57
			110-00-21614-000-000	05/15/13 SAL DEDUCTS	21,778.78
			110-00-21514-000-000	05/15/13 SAL DEDUCTS	21,778.77
			761-00-21513-000-000	04/13 KCM DEDUCT	602.00
			761-09-50101-158-000	04/13 KCM DEDUCT	353.34
			761-00-21511-000-000	04/13 KCM DEDUCT	353.34
			761-00-21514-000-000	04/13 KCM DEDUCT	82.64
			761-09-50101-158-000	04/13 KCM DEDUCT	82.63
				..... CHECK TOTAL	384,770.51

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128499	5/15	DWD-UI	110-09-56308-157-000	04/13 UNEMPLOYMENT	16,119.44
			110-00-15601-000-000	04/13 UNEMPLOYMENT	1,866.96
			520-09-50101-157-000	04/13 UNEMPLOYMENT	1,092.28
			110-00-15202-000-000	04/13 UNEMPLOYMENT	80.14
				..... CHECK TOTAL	19,158.82
128500	5/15	OFFICEMAX	110-03-53103-311-000	04/13 ST #2503 OFFC	145.63
			520-09-50106-311-000	04/13 TD #2505 OFFC	140.30
			110-05-55109-311-000	04/13 PA #2501 OFFC	60.68
			110-01-51201-311-000	04/13 CT #2502 OFFC	50.28
			110-01-51301-311-000	04/13 AD #2504 OFFC	16.66
				..... CHECK TOTAL	413.55
128501	5/15	SWARTZ NURSERY & GARDEN SHOP	501-09-50106-353-000	SWEETGUM TREE	175.00
			501-09-50106-353-000	LONDON PLANETREE	175.00
				..... CHECK TOTAL	350.00
128502	5/15	HOLLAND SUPPLY, INC.	110-03-53103-389-000	04/13-ST HYDRAULIC F	43.11
			110-05-55103-249-000	04/13-PA HYDRAULIC F	32.58
				..... CHECK TOTAL	75.69
128503	5/15	LEE'S RENT IT	110-03-53103-282-000	04/13-ST EQUIPMENT R	68.67
128504	5/15	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	05/15/13 SAL DEDUCTS	724.00
128505	5/15	REGISTRATION FEE TRUST	631-09-50101-909-000	TITLE/PLATES #2983	25.00
128506	5/15	AECOM TECHNICAL SERVICES INC	420-11-51204-219-000	3/2-4/5/13 GENERAL	2,646.00
			495-11-50101-219-000	3/2-4/5 PROF SERVC	2,587.33
			420-11-51204-219-000	2/2-3/1/13 GENERAL	2,585.58
			420-11-51204-219-000	12/5-4/5 RFR SUPPORT	1,018.67
				..... CHECK TOTAL	8,837.58
128507	5/15	CINTAS DOCUMENT MANAGEMENT	110-01-51801-246-000	04/13 MB 15 CONTAIN	207.50
128508	5/15	HILLSIDE TRUE VALUE	501-09-50105-235-000	04/13-SW SUPPLIES	517.21
			110-03-53103-344-000	04/13-ST SUPPLIES	16.70
			110-03-53116-246-000	04/13-WA MISC. SUPPL	3.86
				..... CHECK TOTAL	537.77

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128509	5/15	PRAIRIE SIDE TRUE VALUE	110-05-55109-382-000	04/13-PA SUPPLIES	46.24
			524-05-50101-249-000	04/13-GO SUPPLIES	27.45
			110-05-55109-249-000	04/13-PA SUPPLIES	21.96
				..... CHECK TOTAL	95.65
128510	5/15	MALSACK, J	463-11-51002-219-000	2206 56TH ST-TREES	95.00
			463-11-51102-219-000	7325 35 AV-DEBRIS	71.25
			463-11-51002-219-000	1406 60TH ST-TREE	57.00
			463-11-51002-219-000	4912 13TH CRT-TREES	23.75
			463-11-51002-219-000	67TH ST & 17TH AVE	23.75
			463-11-51002-219-000	2111 57TH ST-TREE	23.75
				..... CHECK TOTAL	294.50
128511	5/15	HOMETOWN INC.	520-09-50106-341-000	05/13-TD DIESEL FUEL	24,915.06
128512	5/15	WISCONSIN APA	110-01-51601-264-000	LABAHN/CALLOVI	270.00
128513	5/15	LETTERING MACHINE	110-03-53103-367-000	SHIRTS	440.00
			110-03-53103-367-000	SHIRTS	227.50
			110-03-53103-367-000	SHIRTS	217.50
			110-03-53103-367-000	SHIRTS	210.00
				..... CHECK TOTAL	1,095.00
128514	5/15	INSTY-PRINTS	110-05-55109-311-000	04/13 PA-ARBOR DAY	128.26
128515	5/15	PELION BENEFITS, INC.	110-00-21517-000-000	05/1-15/13 DEDUCTS	2,814.32
128516	5/15	CRICKET COMMUNICATIONS	110-02-52102-219-000	13-047685	69.50
128517	5/15	WIS DEPT OF REVENUE	761-00-21512-000-000	04/13 KCM DEDUCTS	299.20
128518	5/15	JOHNSON BANK	110-00-21532-000-000	05/15/13 CITY SAL	24,291.77
			110-00-21532-000-000	05/15/13 WATER SAL	2,512.92
			110-00-21532-000-000	05/15/13 LIBRARY SAL	1,750.00
				..... CHECK TOTAL	28,554.69
128519	5/15	FIFTY STATES DIST.	110-02-52103-259-000	CONTAMINATED #581	57.82
128520	5/15	CARQUEST AUTO PARTS	520-09-50201-347-000	04/13 TD PARTS/MATER	340.58
			520-09-50201-347-000	04/13 TD PARTS/MATER	340.58
			520-09-50201-347-000	04/13 TD CREDIT	10.00CR
			520-09-50201-347-000	04/13 TD CREDIT	10.00CR
				..... CHECK TOTAL	661.16

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128521	5/15	CHAPTER 13 TRUSTEE	110-00-21581-000-000	05/15/13 DEDUCTION	743.00
			110-00-21581-000-000	05/15/13 DEDUCTION	419.00
			110-00-21581-000-000	05/15/13 DEDUCTION	400.00
				..... CHECK TOTAL	1,562.00
128522	5/15	TRUST ACCOUNT-GARY HOFFMAN	110-00-21581-000-000	05/15/13 DEDUCTION	399.21
128523	5/15	SCHMIDT INDUSTRIAL TRUCK	520-09-50201-344-000	REPAIR FORK TRUCK	1,896.00
128524	5/15	WEDIGE AUTOMOTIVE	520-09-50201-344-000	05/13-CLEAN EXHAUST	300.00
			520-09-50201-344-000	05/13-CLEAN EXHAUST	300.00
				..... CHECK TOTAL	600.00
128525	5/15	J EWENS DESIGN INC	520-09-50201-347-000	03/13 BUS 3508 GRPHC	378.45
128526	5/15	STATE BAR OF WISCONSIN	110-01-50301-322-000	04/13 VOL 4 JUVENILE	113.24
			110-01-52001-322-000	CHILDREN'S 2013	72.35
				..... CHECK TOTAL	185.59
128527	5/15	CENTRAL HIGH SCHOOL	110-00-21812-000-000	2012 TAX ROLL STLMT	61,358.58
128528	5/15	BRISTOL SCHOOL DISTRICT #1	110-00-21811-000-000	2012 TAX ROLL STLMT	101,135.04
128529	5/15	WIS SCTF	110-00-21581-000-000	05/15/13 SAL DEDUCTS	9,727.41
128530	5/15	WIS SCTF	110-00-21581-000-000	ANNUAL R & D FEES	910.00
128531	5/15	HALLMAN LINDSAY	110-05-55102-344-000	04/13-PA PAINT/PRODU	299.60
128532	5/15	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	05/15/13 SAL DEDUCT	278.00
128533	5/15	AUTO GLASS SPECIALISTS, INC.	630-09-50101-393-000	04/13 SE GLASS & ACC	75.00
128534	5/15	CARE-PLUS DENTAL PLANS, INC	611-09-50101-155-525	06/13 PREMIUM	49,177.12
			611-09-50101-155-525	05/13 ADJUST	187.52CR
				..... CHECK TOTAL	48,989.60
128535	5/15	GATEWAY TECH COLLEGE	110-00-21803-000-000	2012 TAX ROLL STLMT	1,017,676.40
128536	5/15	PARIS JT. 1 SCHOOL DISTRICT	110-00-21813-000-000	2012 TAX ROLL STLMT	7,086.26

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
128537	5/15	WHOLESALE DIRECT INC	632-09-50101-389-000	04/13-SE PARTS/MATER	73.22
128538	5/15	AIRGAS NORTH CENTRAL	110-03-53103-355-000	04/13 ST INDUSTRIAL	49.72
128539	5/15	KENOSHA UNIFIED SCHOOL DIST.	110-00-21802-000-000	04/13 TAX SETTLEMNT	7,404,500.99
128540	5/15	KENOSHA COUNTY TREASURER	110-00-21801-000-000	04/13 TAX SETTLEMNT	3,203,747.02
			110-00-21809-000-000	04/13 TAX SETTLEMNT	120,615.51
				..... CHECK TOTAL	3,324,362.53
128541	5/15	JOHNSON, JANE	110-00-13101-000-000	ETF 1ST & 2ND QTR	1,089.75
128542	5/15	KASSEL, FLORENCE	501-09-50101-433-000	SWU 459 03/13 OVRPY	43.34
128543	5/15	SALCEDO, SALVADOR	110-00-21111-000-000	COURT PMT # P708857	25.20
128544	5/15	TREDUP, LAURA & STEVE	110-00-21111-000-000	COURT PMT # R935906	1.20
128545	5/15	RAFFERTY, HUGH P.	110-02-52102-367-000	2013 CLOTHING ALLOW	400.00
128546	5/15	ANSCHUTZ, LORN A.	110-02-52103-263-000	5/2/13 WINNEBAGO	12.00
128547	5/15	SERTICH, BRIAN	110-09-56405-166-000	04/29-05/29/13 PPD	1,351.99
128548	5/15	MIELOSZYK, NORMAN	110-09-56405-166-000	LUMP SUM SETTLEMENT	3,493.50

GRAND TOTAL FOR PERIOD \*\*\*\*\* 15,324,482.82