

AGENDA
FINANCE COMMITTEE MEETING
Kenosha Municipal Building - Room 204
Monday, July 19, 2010
5:30 P.M.

Chairman: David F. Bogdala

Vice Chair: Daniel L. Prozanski, Jr.
Alderman: Katherine Marks
Alderman: Eric J. Haugaard

Alderman: Tod Ohnstad
Alderman: Theodore Ruffalo

Call to Order
Roll Call

Approval of the minutes of the regular meeting held Monday, July 12, 2010.

1. Approval of 2010 Sidewalk Rates. (PW-Ayes 6: Noes 0)
2. Proposed Ordinance by Alderperson Patrick Juliana - To Amend Subsection 1.03 B. Paragraph 2, (of the Code of General Ordinances), Regarding Majority. (PW-Motion to Approve Failed-Ayes 2: Noes 4; PSW-DENY-Ayes 4: Noes 1; LP-Recommendation Pending) (*Deferred from the Meeting held on Monday, July 12, 2010*)
3. Proposed Ordinance by Alderperson Patrick Juliana - To Repeal and Recreate Subsection 1.03 C.2. (of the Code of General Ordinances), Regarding Committee Composition. (PW-Motion to Approve Failed-Ayes 2: Noes 4; PSW-Ayes 4: Noes 1; LP-Recommendation Pending) (*Deferred from the Meeting held on Monday, July 12, 2010*)
4. Proposed Ordinance by Alderperson Patrick Juliana - To Repeal and Recreate Subsection 1.03 C.6. (of the Code of General Ordinances), Regarding Agenda of Committee. (PW-Motion to Approve Failed-Ayes 2: Noes 4; PSW-DENY-Ayes 5: Noes 0; LP-Recommendation Pending) (*Deferred from the Meeting held on Monday, July 12, 2010*)
5. Proposed Resolution by Finance Committee – To Amend the City of Kenosha Capital Improvement Program for 2008 and 2009 (by Creating Lines PK 10-002 “Lakefront Water Feature” in the Amount of \$29,000 and \$60,000 Respectively and Reducing Lines PK03-001 “Park Renovations” and PK95-004 “Park Facility Renovations” in the Amounts of \$29,000 and \$60,000 Respectively for a Net Change of \$0). (Park Commission-Ayes 4: Noes 0)
6. Proposed Resolution by Finance Committee - To Specially Assess Certain Parcels of Property per List on File in the Office of the City Clerk for:
 - a. Grass & Weed Cutting - \$19,006.25
 - b. Reinspection Fees - \$1,552.00
 - c. Boarding and Securing - \$3,491.10
 - d. Trash & Debris Removal - \$530.00
 - e. Graffiti Removal - \$550.00
 - f. Miscellaneous Assessment - \$420.00

7. Per Diem Requests to Attend the American Water Works Annual Conference on June 22, 2010:
 - a. Alderman Green - \$100.00
 - b. Alderman LaMacchia - \$100.00*(Deferred from the Meeting held on Monday, July 12, 2010)*
8. Mid year budget review presentation by City Administrator Pacetti. *(Deferred from the Meeting held on Monday, July 12, 2010)*
9. Contract between the City and ECC for services regarding Kenosha Chrysler Facility.
10. 2010 CDBG Subgrantee Agreements
 - a. Boy Scouts of America - (After School Cub Scout Program)
 - b. Boys & Girls Club of Kenosha – (Youth Mentoring Program)
 - c. Bridges Community Center, Inc. - (Mental Health Outreach Specialist)
 - d. Carpenter's Home Improvement – (Carpentry Career & Tech Ed Program (KUSD))
 - e. Community Action Agency – (Roof Replacement/Mold Remediation/HVAC)
 - f. ELCA Urban Outreach Center – (Services for Low-Resource/Homeless)
 - g. Kemper Center, Inc. - (Ambrose Hall Door/Window Replacement)
 - h. Kenosha Achievement Center, Inc. - (Handicapped Accessible Entrance Ramp)
 - i. Kenosha Area Family & Aging Services – (Volunteer Transportation Service)
 - j. Kenosha Human Development Services – (Kitchen Remodel-Juvenile Shelter Care)
 - k. Kenosha Literacy Council, Inc. - (Literacy Program)
 - l. Kenosha Senior Citizens Council – (Masonry Wall Repairs/Mold Remediation)
 - m. Kenosha YMCA – (Frank Neighborhood Project)
 - n. Lemon Street Gallery & Art Space – (WiFi in Union Park Neighborhood)
 - o. New Song Ministries, Inc. - (Services to Reduce Recidivism)
 - p. Potter's Center – (Services to Strengthen Family Culture)
 - q. Shalom Center – (Emergency Family Shelter Program)
 - r. Spanish Center – (Community Outreach and Translations)
 - s. Urban League of Racine/Kenosha – (Second Floor Classroom/Office Construction)
 - t. Urban League of Racine/Kenosha – (Pre-Apprenticeship Training Program)
 - u. Walkin'In My Shoes, Inc. - (Survival Backpack Outreach Program)
 - v. WI Women's Business Initiative Corp – (Micro-Enterprise Technical Assistance/Loans)
 - w. Women & Children's Horizons – (Facility Improvements)
 - x. Women & Children's Horizons – (Legal Advocacy)
11. NSP Developer's Agreement between the City of Kenosha and the Kenosha Housing Authority
 - a. 1414 59th Street (District #8)
 - b. 6638 16th Avenue (District #8)
 - c. 5512 24th Avenue (District #7)
 - d. 6615 15th Avenue (District #8)
 - e. 2103 45th Street (District #6)
 - f. 5126 21st Avenue (District #7)
12. Request from Kenosha Human Development Services to extend their 2009 CDBG Subgrantee Agreement.
13. Approval of Contract by and between the City and Droprite Tree and Landscaping, LLC (in the amount of \$60,000.00). (Park Commission & SWU-Recommendation Pending)
14. Approval of Contract by and between the City and Trees “R” US, INC (in the amount of \$100,000.00). (Park Commission & SWU-Recommendation Pending)
15. Approval of Contract by and between the City and Paul Swartz Nursery and Garden Shop, INC (in the amount of \$50,000.00). (Park Commission & SWU-Recommendation Pending)

16. Approval of Intergovernmental Agreement with State of Wisconsin Department of Natural Resources to address Leaking Underground Storage Tank(s) at the Chrysler Engine Plant.
17. Disbursement Record #11 – \$5,596,476.18 & Disbursement Record #12 - \$4,178,937.80.
18. Proposed Resolution by Finance Committee – To Provide a Contribution for Attorney Fees Incurred by Richard Meeker (Request of Richard F. Meeker for reimbursement of legal fees incurred in prosecuting an employment claim against the City) **CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to §§ 19.85(1)(c), (f), and (g) to consider the compensation or performance evaluation data, the financial, social, personal history, or disciplinary data of specific public employees; counsel for the City may be available to render oral advice with regard to litigation strategy. The Common Council may or may not reconvene into open session for purposes of holding a hearing and making a final determination. (Deferred from the Meeting held on Monday, July 12, 2010)**

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

website: www.kenosha.org

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, July 12, 2010**

A meeting of the Finance Committee held on Monday, July 12, 2010 in Room 204 at the Kenosha Municipal Building was called to order at 6:02 p.m. by Chairman Bogdala.

At roll call, the following members were present: Aldermen Marks, Ohnstad, Haugaard and Ruffalo. Alderman Prozanski, Jr. was excused.

It was moved by Alderman Haugaard, seconded by Alderman Ohnstad, to approve the minutes of the regular meeting held June 21, 2010. Motion carried unanimously.

1. 2010 Justice Assistance Grant (JAG) Program.

It was moved by Alderman Ohnstad, seconded by Alderman Haugaard, to approve. Motion carried unanimously.

2. Proposed Resolution by the Mayor - To Authorize the Submittal of State Grant Applications by the City of Kenosha and the Subsequent Appropriation to the City of Kenosha for the Wisconsin Plant Recovery Initiative Assessment Money (WAM) – Community Managed Funds.

It was moved by Alderman Ohnstad, seconded by Alderman Haugaard, to approve. Motion carried unanimously.

3. Approve Temporary Limited Easement between the City of Kenosha for the 27th Street Right-of-Way from 39th Avenue to 47th Avenue. (5th District)

- a. Paul Evans
- b. Kenosha Unified School District

It was moved by Alderman Haugaard, seconded by Alderman Ohnstad, to approve. Motion carried unanimously.

4. Approve Acquisition of Rights for the West Frontage Road Project from 60th Street to 71st Street. (17th District)

- a. Country Inn of Kenosha
- b. Evelyn Roberts

It was moved by Alderman Haugaard, seconded by Alderman Ohnstad, to approve. Motion carried unanimously.

5. Offer to Purchase Agreement by the City of Kenosha to the Bank of Kenosha for the property at 5915 Sheridan Road in the amount of \$75,000.00. (2nd District)

It was moved by Alderman Ruffalo, seconded by Alderman Ohnstad, to approve. Motion carried unanimously.

It was moved by Alderman Haugaard, seconded by Alderman Marks to take item #11 after item #5. Motion carried unanimously. Alderman Marks left after item #5.

6. Proposed Ordinance by Alderperson Patrick Juliana - To Amend Subsection 1.03 B. Paragraph 2, (of the Code of General Ordinances), Regarding Majority.

It was moved by Alderman Ohnstad, seconded by Alderman Ruffalo, to defer. Motion carried unanimously.

7. Proposed Ordinance by Alderperson Patrick Juliana - To Repeal and Recreate Subsection 1.03 C.2. (of the Code of General Ordinances), Regarding Committee Composition.

It was moved by Alderman Ohnstad, seconded by Alderman Ruffalo, to defer. Motion carried unanimously.

8. Proposed Ordinance by Alderperson Patrick Juliana - To Repeal and Recreate Subsection 1.03 C.6. (of the Code of General Ordinances), Regarding Agenda of Committee.

It was moved by Alderman Ohnstad, seconded by Alderman Ruffalo, to defer. Motion carried unanimously.

9. Per Diem Requests to Attend the American Water Works Annual Conference on June 22, 2010:

a. Alderman Green - \$100.00

b. Alderman LaMacchia - \$100.00

It was moved by Alderman Ohnstad, seconded by Alderman Ruffalo, to defer. Motion carried unanimously.

10. Mid year budget review presentation by City Administrator Pacetti.

It was moved by Alderman Ohnstad, seconded by Alderman Ruffalo, to defer. Motion carried unanimously.

11. Proposed Resolution by Finance Committee – To Provide a Contribution for Attorney Fees Incurred by Richard Meeker (Request of Richard F. Meeker for reimbursement of legal fees incurred in prosecuting an employment claim against the City) CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to §§ 19.85(1)(c), (f), and (g) to consider the compensation or performance evaluation data, the financial, social, personal history, or disciplinary data of specific public employees; counsel for the City may be available to render oral advice with regard to litigation strategy. The Common Council may or may not reconvene into open session for purposes of holding a hearing and making a final determination.

It was moved by Alderman Ohnstad, seconded by Alderman Ruffalo, to defer. Motion carried unanimously.

There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 7:10pm.

***NOTE: Minutes are unofficial until approval by the Finance Committee scheduled for Monday, July 19, 2010.**



Engineering Division
 Michael M. Lemens, P.E.
 Director/City Engineer
Fleet Maintenance
 Mauro Lenci
 Superintendent
Administrative Supervisor
 Janice D. Schroeder

Street Division
 John H. Prijc
 Superintendent
Waste Division
 Rocky Bednar
 Superintendent
Park Division
 Jeff Warnock
 Superintendent

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

June 24, 2010

To: Alderman G. John Ruffolo, Chairman, Public Works Committee
 Alderman David F. Bogdala, Chairman, Finance Committee

From: Michael M. Lemens, P.E., City Engineer_____

Subject: 2010 Sidewalk Assessment Rates

BACKGROUND/ANALYSIS

Since 2000, we have been including hazardous sidewalk repair in our street resurfacing projects. Adding this element to our contracts, we improved our ability to repair hazardous sidewalk and driveway approaches. By having a single assessment rate, we are able to fairly assess affected properties, and improve our ability to inform the affected property owners of the cost of the sidewalk assessment.

We are proposing that the rates listed below be approved for all 2010 sidewalk work. The rate for 2010 was established by using actual 2010 sidewalk contract bid costs then adding \$0.30 to that total for administrative costs as prescribed by assessment policies and procedures of the Public Works Department.

This is the same procedure we used in past years.

<i>Item</i>	<i>Cost</i>			<i>Average Cost Per Sidewalk Square</i>					
				<i>4' x 4'</i>			<i>5' x 5'</i>		
	<i>2008</i>	<i>2009</i>	<i>2010</i>	<i>2008</i>	<i>2009</i>	<i>2010</i>	<i>2008</i>	<i>2009</i>	<i>2010</i>
4" Sidewalk – New	\$3.64	\$3.80	\$3.74	\$58.24	\$60.80	\$59.84	\$91.00	\$95.00	\$93.50
4" Sidewalk – Remove/Replace	\$4.39	\$4.48	\$4.47	\$70.24	\$71.68	\$71.52	\$109.75	\$112.00	\$111.75
6" Sidewalk – New	\$4.09	\$4.30	\$4.22	\$65.44	\$68.80	\$67.52	\$102.25	\$107.50	\$105.50
6" Sidewalk – Remove/Replace	\$4.74	\$4.80	\$4.77	\$75.84	\$76.80	\$76.32	\$118.50	\$120.00	\$119.25

Driveway approaches will be assessed at the same rate as 6" sidewalk.

It is intended that this will be an annual request. We expect that future year rates will be adjusted annually to reflect changes in construction costs.

RECOMMENDATION

I hereby recommend that the sidewalk and driveway approach rates as listed in the above scheduled be approved for the 2010 construction season.

ORDINANCE NO. _____

REDLINE 05.04.10

BY: ALDERPERSON PATRICK JULIANA

**TO AMEND SUBSECTION 1.03 B. PARAGRAPH 2, OF THE
CODE OF GENERAL ORDINANCES REGARDING MAJORITY**

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

Section One: Subsection 1.03 B. Paragraph 2 of the Code of General Ordinances

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

If the Mayor is absent at the designated time of any meeting, the President of the Council shall preside, and during the absence or inability of the Mayor, shall have the powers and duties of the Mayor excepting that he/she shall not have the power to approve an act of the Council which the Mayor has disapproved by filing an objection with the Clerk. He/she shall, when so officiating, be styled "Acting Mayor." The President shall have a one (1) year term. The President shall be eligible to serve two (2) consecutive terms. The President shall be elected by the Common Council at the organizational meeting on the third Tuesday of April following a regular City Election; and, in off-election years, the President shall be ~~appointed~~ elected at the second regular meeting during the month of April. Election will be by secret ballot. The ballot will contain the names of all eligible alderpersons. Voting will continue until either one candidate receives a majority of votes legally cast, or in the event of an equally divided Common Council, between only two candidates, the Mayor casts a tie-breaking vote to create a majority of those voting.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

REDLINE 05.04.10

BY: ALDERPERSON PATRICK JULIANA

**TO REPEAL AND RECREATE SUBSECTION
1.03 C.2. OF THE CODE OF GENERAL ORDINANCES
REGARDING COMMITTEE COMPOSITION**

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

Section One: Subsection 1.03 C.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended as follows:

2. COMPOSITION; COMMITTEE SERVICE: CHAIR

a. A Composition of Standing Committees

The Committees on Finance and Public Works shall consist of six (6) members of the Council and the Committees on Public Safety & Welfare and Licenses/Permits shall consist of five (5) members of the Council, all which members shall be appointed by the Mayor on or before the first Monday of May of each even numbered year.

b. Alderpersons to Serve on Committee

(1) Every alderperson shall serve on a committee and shall serve on the committee to which he or she is appointed, unless either relieved or removed from service on that committee.

(2) Upon request of an alderperson, he or she may be relieved from service on a committee for the remainder of the term upon majority vote of all members of Common Council.

(3) No alderperson may be removed from service on a committee against his or her will unless good cause is shown therefor to the Common Council by another alderperson and two-thirds of the members of the Common Council vote for the removing the alderperson for the remainder of his or her term.

(4) The vacancy on a Committee will be filled by appointment by the Mayor.

(5) Any alderperson either relieved or removed from service on one Committee may be appointed by the Mayor to any Committee that has a vacancy other than a committee from which the alderperson has been removed under division 1.03 (c) 2 b (3).

c. Committee Chair. The Chairmanperson of each such Committee shall be elected annually on or before the third Monday in May of each year by majority vote of the members of each respective Committee. Votes cast for Chairmanperson by members of each Committee may be by secret ballot. The Mayor shall, on or before the first Monday of May each even-numbered year appoint one (1) member of each Committee as Acting Chairmanperson until the respective Committee elects one a chairperson. ~~Every Alderman shall serve on a Committee and shall serve on the Committee to which he is appointed, unless excused by a majority of the members of the whole Council.~~

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

REDLINE 05.03.10

BY: ALDERPERSON PATRICK JULIANA

TO REPEAL AND RECREATE SUBSECTION 1.03 C.6. OF THE CODE OF GENERAL ORDINANCES, REGARDING AGENDA OF COMMITTEE

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

Section One: Subsection 1.03 C.6. of the Code of General Ordinances for the City

of Kenosha, Wisconsin, is hereby amended as follows:

6. Agenda of Committee.

(a) The chairman or secretary of each Committee shall prepare a written agenda of matters to be considered at its next meeting in time so that every aldermanperson will have a copy thereof at least 24 hours before such meeting. A copy of such agenda shall be mailed to each aldermanperson at his residence. This requirement shall apply to Special Committees created under authority of §1.03 C.4., hereof.

(b) Except for routine items, no matter shall be placed on a Committee Agenda unless it is first referred to the Committee by the Common Council or unless the Committee Chairperson or Acting Committee Chairperson assents to the inclusion of such item on the Committee's Agenda.

(c) If any item is referred from the Common Council to a committee that particularly affects a certain aldermanic district or particularly affects a limited number of aldermanic districts, the Committee Chairperson may not refuse to place that item on his/her immediately next legally available agenda unless the alderperson for the affected district consents or an alderperson from one of the limited number of districts consents to the delay.

(d) If an item has been placed on a published Committee agenda that particularly affects a certain aldermanic district or particularly affects a limited number of aldermanic districts, the Committee Chairperson may not withdraw the item without the consent of the alderperson of one of the districts particularly affected.

(e) If an item has been placed on a published Committee agenda that is an ordinance or resolution sponsored by an alderperson or alderpersons, the Committee Chairperson may not withdraw the item without the consent of the sponsor, or majority of the sponsors if more than one.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2008 and 2009
 By Creating Lines PK10-002 "Lakefront Water Feature" in the Amounts of \$29,000 and
 \$60,000 Respectively and Reducing Lines PK03-001 "Park Renovations" and PK95-004
 "Park Facility Renovations" in the Amounts of \$29,000 and \$60,000 Respectively For a
 Net Change of \$0

WHEREAS, it has been determined by Engineering that additional funding will be
 needed in order to complete the Lakefront Water Feature project; and

WHEREAS, there are open authorization balances for Park Renovation purposes; and

WHEREAS, the above amendment to the Capital Improvement Program has been
 approved by the Park Commission on July 12, 2010 and the Finance Committee on July 19,
 2010;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of
 Kenosha, Wisconsin that the Capital Improvement Program be, and hereby is amended as
 follows:

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
PK 03-001	Park Renovations(2008)	29,000	-29,000	-0-
PK 95-004	Park Facility Renovations(2009)	60,000	-60,000	0
PK10-002	Lakefront Water Feature(2008)	-0-	29,000	29,000
PK10-002	Lakefront Water Feature(2009)	-0-	60,000	60,000

Adopted this _____ day of _____ 2010

Approved:

 KEITH G. BOSMAN, MAYOR

 MICHAEL HIGGINS, CITY CLERK-TREASURER

(CIPPK10002.7.2.10/RES10)

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Grass and Weed Cutting

BE IT RESOLVED, that special assessments for weed/grass cutting during 2010, in the total amount of **\$19,006.25**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2010

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
01-122-01-129-010-0		\$100.00	\$610.00	\$710.00

PROPERTY ADDRESS
 RUSSELL CASTELLANOS
 2900 063 ST

MAIL TO ADDRESS
 RUSSELL CASTELLANOS
 42678 BERRONG CT
 WINTHROP HARBOR, WI 60096

LEGAL DESCRIPTION
 LOT 40,41,46 & ADJ VAC ALLEY
 BURKE'S SUB ALSO COM AT A PT
 6 FT E OF NW COR LOT 47 SD SUB
 TH N 18 DEG 27' W 26 FT SW'LY
 48.3 FT TO RR ROW S'LY 24.2 FT
 TO NW COR LOT 46 TH E 70.6 FT
 TO BEG & W 1/2 OF VAC 29TH AVE
 RES #217-90 ALSO VACATED ALLEY
 LYING N & E OF LOT 41 RES 38-90
 DOC#1380895

01-122-01-232-030-0		\$100.00	\$250.00	\$350.00
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PROPERTY ADDRESS
 FEDERAL NATIONAL MORTGAGE ASSOCIAT
 3719 062 ST

MAIL TO ADDRESS
 FEDERAL NATIONAL MORTGAGE ASSO
 7105 CORPORATE DR PTX-B-209
 PLANO, TX 75024

LEGAL DESCRIPTION
 E 32 FT OF N 1/2 OF LOT 12
 EXCEPT N 40 FT ALSO W 12 FT OF
 N 1/2 OF LOT 13 EXCEPT N 40 FT
 BLK 3 CORCORAN'S GRAND VIEW SUB
 PT OF NW 1/4 SEC 1 T 1 R 22
 DOC#1158273
 DOC#1436160
 DOC#1496636
 DOC#1615774

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
01-122-01-284-002-0		\$100.00	\$6.50	\$106.50

PROPERTY ADDRESS
LOUIS E JOHNSON
6411 032 AV

MAIL TO ADDRESS
LOUIS E JOHNSON
2518 COOLIDGE AVE
RACINE, WI 53403

LEGAL DESCRIPTION
LOT 104 FAIRVIEW PARK H L
GOLDBERG'S ADD PT OF NW
1/4 SEC 1 T 1 R 22
V 1421 P 364
DOC #1034943
DOC #1524242

01-122-01-284-011-0		\$100.00	\$4.00	\$104.00
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PROPERTY ADDRESS
BRENDA WATKINS & SANDRA WATKINS
6526 031 AV

MAIL TO ADDRESS
BRENDA & SANDRA WATKINS
6526 31ST AVE
KENOSHA, WI 53142-3408

LEGAL DESCRIPTION
LOT 78 FAIRVIEW PARK H L
GOLDBERG'S ADD BEING PT OF
NW 1/4 SEC 1 T 1 R 22
DOC#1222460
DOC#1331916

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
01-122-01-284-013-0		\$100.00	\$4.00	\$104.00

PROPERTY ADDRESS
DARCI THOMPSON
6518 031 AV

MAIL TO ADDRESS
DARCI THOMPSON
6518 31ST AVE
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 80 FAIRVIEW PARK H L
GOLDBERG'S ADD PT OF NW
1/4 SEC 1 T 1 R 22
V 1667 P 269
DOC#1378179
DOC#1398539
DOC#1453620
DOC#1470309
DOC#1484160

PARCEL NUMBER	LOT	\$100.00	\$7.50	\$107.50
01-122-01-303-004-0				

PROPERTY ADDRESS
PEGGY A NELSON
3214 ROO RD

MAIL TO ADDRESS
PEGGY A NELSON
3214 ROOSEVELT RD
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 70 BLK 2 H L GOLDBERG'S SUB
BEING PT OF SW 1/4 SEC 1 T1 R22
DOC#1273908

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
01-122-01-430-010-0		\$100.00	\$155.00	\$255.00

PROPERTY ADDRESS
JOHN L GEE & KATHRYN M HANNEMANN
2908 ROO RD

MAIL TO ADDRESS
KATHRYN M HANNEMANN
JOHN L GEE
MILWAUKEE, WI 53201-1224

LEGAL DESCRIPTION
LOT 12 BLK 5 PUGH'S SUB
PT SE 1/4 SEC 1 T 1 R 22
EXCEPT S'LY 7 FT ALSO VAC
ALLEY AS IN RES 45-76 1976
V956 P450 9435-1 ALSO EXC
PT TO CITY FOR ROOSEVELT
ROAD ROW DOC# 1423551
(2006 LOT LINE ADJUSTMENT)
V 1353 P 151
DOC#1185536

01-122-01-451-015-0		\$100.00	\$255.00	\$355.00
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PROPERTY ADDRESS
SHERRY E ROSKO
7200 026 AV

MAIL TO ADDRESS
SHERRY E ROSKO
7200 26TH AVE
KENOSHA, WI 53143-5279

LEGAL DESCRIPTION
LOT 7 B 1 MILBUR PARK SUB
BEING PT OF SE 1/4 SEC 1 T 1 R
22

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
02-122-02-228-012-0		\$100.00	\$255.00	\$355.00

PROPERTY ADDRESS
LORRAINE E BLAZEWICZ
6118 054 AV

MAIL TO ADDRESS
LORRAINE E BLAZEWICZ
6118 54TH AVE
KENOSHA, WI 53144

LEGAL DESCRIPTION
NW 1/4 SEC 2 T 1 R 22 HIGH
VIEW COUNTRY HOME SUB S 50 FT
OF NE1/4 OF LOT 12 & N 1/2 OF
SE 1/4 OF LOT 12

02-122-02-328-014-0		\$100.00	\$105.00	\$205.00
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PROPERTY ADDRESS
JAMES & TERRI MORRIS
6820 055 AV

MAIL TO ADDRESS
JAMES & TERRI MORRIS
2717 PLAYER AVE
SIERRA VISTA, AZ 85650-5207

LEGAL DESCRIPTION
PT SW 1/4 SEC 2 T 1 R 22 BEG
SE COR LOT 29 BREMER SUB 1ST
W 112 F S 91.5 FT E TO W LN 55
TH AV N 91.5 FT TO POB
COMBINATION 1989

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
02-122-02-431-005-0		\$100.00	\$60.00	\$160.00

PROPERTY ADDRESS
BRUCE A & WILLIA J CHRISTIANSON
4467 068 PL

MAIL TO ADDRESS
BRUCE A & WILLA J CHRISTIANSON
4467 68TH PL
KENOSHA, WI 53142-3852

LEGAL DESCRIPTION
LOT 190 IN 1ST ADDN TO FOREST
PARK HEIGHTS SUB SE 1/4 SEC 2
T 1 4 22
V 631 P 295

03-122-03-104-020-0		\$100.00	\$455.00	\$555.00
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PROPERTY ADDRESS
JUAN CARLOS J WONG & PERLA WONG
6124 059 AV

MAIL TO ADDRESS
JUAN CARLOS J & PERLA WONG
6124 59TH AVE
KENOSHA, WI 53142

LEGAL DESCRIPTION
NE 1/4 SEC 3 T 1 R 22 COM AT
PT 795.55 FT W & 816 FT S OF
NE COR SD 1/4 SEC TH S 100 FT
TO A PT 800.13 FT W OF E LINE
SD 1/4 SEC W 163.34 FT N 100
FT E 162.96 FT TO PT OF BEG
V 1354 P 880
DOC#1261946 DEED IN ERROR
DOC#1421286

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
03-122-03-180-002-0		\$100.00	\$255.00	\$355.00

PROPERTY ADDRESS
DARLEEN KRAAK
6509 060 AV

MAIL TO ADDRESS
DARLEEN KRAAK
6509 60TH AVE
KENOSHA, WI 53142-2922

LEGAL DESCRIPTION
NE 1/4 SEC 3 T 1 R 22
GEORGETOWN 1 SUB LOT 9
V 1477 P 431
V 1489 P 895

03-122-05-251-796-0		\$100.00	\$180.00	\$280.00
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PROPERTY ADDRESS
FEDERAL NATIONAL MORTGAGE ASSOCIAT
10106 066 ST

MAIL TO ADDRESS
FEDERAL NATIONAL MORTGAGE ASSO
400 COUNTRY WIDE WAY
SIMI VALLEY, CA 93065

LEGAL DESCRIPTION
LOT 796 OF WHITECAPS UNIT 11 SUB
PLAT #7718 DOC#1207200 BEING PT
OF NW1/4 & SW 1/4 SEC 5 T 1 R22
(2002 PT 03-122-05-250-006)
DOC#1263267
DOC#1312846
DOC#1496717
DOC#1618091

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
03-122-11-156-013-0		\$100.00	\$220.00	\$320.00

PROPERTY ADDRESS
CHASE HOME FINANCE LLC
7949 047 CT

MAIL TO ADDRESS
CHASE HOME FINANCE LLC
C/O BEST ASSETS INC
MINNEAPOLIS, MN 55402

LEGAL DESCRIPTION
16806-18 LOT 18 BLK 8 EXC THE
W 33 FT GRAND VIEW GARDENS SUB
ALSO BEG SE COR SD LOT TH E
49.47 FT N 50 FT W 49.74 FT S
50 FT TO BEG PT NE 1/4 SEC 11
T 1 R 22
V 1376 P 512
V 1628 P 566
DOC#1380532
DOC#1391258
DOC#1500832
DOC#1612998

03-122-11-159-021-0		\$100.00	\$340.00	\$440.00
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PROPERTY ADDRESS
MERLYN A MACH
7908 043 AV

MAIL TO ADDRESS
MERLYN A MACH
7908 43RD AVE
KENOSHA, WI 53142-4505

LEGAL DESCRIPTION
PT OF NE 1/4 SEC 11 T 1 R 22
R22 GRAND VIEW GARDENS SUB S
1/2 OF LOT 4 & ALL OF LOT 5
BLK 5 & VAC ST RES 5642 -
12/27/55

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
04-122-12-134-003-0		\$100.00	\$175.00	\$275.00

PROPERTY ADDRESS
HELM REAL ESTATE INC
7611 028 AV

MAIL TO ADDRESS
HELM REAL ESTATE INC
PO BOX 1104
KENOSHA, WI 53141-1104

LEGAL DESCRIPTION
LOT 1002 GREATER KENOSHA LAND
CO 3RD SUB BEING PT OF NE 1/4
SEC 12 T 1 R 22
DOC#1454590
DOC#1464403

04-122-13-279-003-0		\$100.00	\$100.00	\$200.00
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PROPERTY ADDRESS
BRYAN J & CATHERINE A ALLEN
8739 034 AV

MAIL TO ADDRESS
BRYAN J & CATHERINE A ALLEN
8739 34TH AVE
KENOSHA, WI 53142-2531

LEGAL DESCRIPTION
18584-84-1 NW 1/4 SEC 13 T 1 R
22 THE ISETTS ESTATES SUB N 27
FT OF LOT 83 & S 53 FT OF LOT 84
DOC#1119887

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
05-123-06-130-007-0		\$100.00	\$120.00	\$220.00

PROPERTY ADDRESS
CHRISTOPHER B WILLS
6115 013 AV

MAIL TO ADDRESS
CHRISTOPHER B WILLS
6115 13TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 4 & N 4 FT OF LOT 6 A J
TANCK'S SUB OF PT OF BLK 5
OF NICHOLS & HOLMES ADD PT
OF NE 1/4 SEC 6 T 1 R 23
V 1508 P 539
DOC #1300238
DOC #1319529
DOC #1431746

05-123-06-130-012-0		\$100.00	\$155.00	\$255.00
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PROPERTY ADDRESS
ELIA & ALVINA GARCIA
6205 013 AV

MAIL TO ADDRESS
ELIA & ALVINA GARCIA
1110 LEWIS ST
RACINE, WI 53404

LEGAL DESCRIPTION
W 80 FT OF N 49 1/2 FT OF LOT7
B5 NICHOLS & HOLMES ADD BEING
PT OF NE 1/4 SEC 6 T 1 R 23

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
05-123-06-131-006-0		\$100.00	\$125.00	\$225.00

PROPERTY ADDRESS
VICTOR C FARNAM
6115 012 AV

MAIL TO ADDRESS
VICTOR C FARNAM
6115 12TH AVE
KENOSHA, WI 53143-1128

LEGAL DESCRIPTION
N 1/2 OF LOT 6 BLK 6 NICHOLS &
HOLMES ADD BEING PT OF NE 1/4
SEC 6 T 1 R 23
DOC#1058021
DOC#1164575
DOC#1276562
DOC#1549836

PARCEL NUMBER	LOT	\$100.00	\$40.00	\$140.00
05-123-06-131-007-0				

PROPERTY ADDRESS
NICK NELSON
6117 012 AV

MAIL TO ADDRESS
NICK NELSON
6117 12TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
W 86 FT OF S 1/2 OF LOT 6
BLK 6 NICHOLS & HOLMES ADD
PT OF NE 1/4 SEC 6 T1 R23
DOC #997873
DOC#1002215
DOC#1172252
DOC#1374272
DOC#1410810
DOC#1472088
DOC#1560402

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
05-123-06-180-005-0		\$100.00	\$180.00	\$280.00

PROPERTY ADDRESS
RICHARD RIEDLING II
6550 007 AV

MAIL TO ADDRESS
RICHARD RIEDLING II
6550 7TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
PT OF NE 1/4 SEC 6 T 1 R 23 COM
IN CT OF JEROME CREEK ON W LINE
OF 7TH AVE WHERE THE SAME WAS
FORMERLY LOCATED TH N ON W LINE
OF 7TH AVE 62 FT MORE OR LESS TH
W TO E LINE OF 8TH AVE TH S 52 FT
MORE OR LESS TO CT OF JEROME CREEK
TH E'LY TO 7TH AVE TO POB
V 964 P 284
DOC#1479698

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
05-123-06-183-020-0		\$100.00	\$190.00	\$290.00

PROPERTY ADDRESS
MIDFIRST BANK
6611 005 AV

MAIL TO ADDRESS
MIDFIRST BANK
C/O BEST ASSETS INC
MINNEAPOLIS, MN 55402

LEGAL DESCRIPTION
N 43 FT OF LOT 28 & S 7.1 FT
LOT 27 HOLLISTER & MEERS ADD
PT NE 1/4 SEC 6 T 1 R 23
DOC#1597423

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
05-123-06-205-017-0		\$100.00	\$530.00	\$630.00

PROPERTY ADDRESS
HELM REAL ESTATE LLC
1606 062 ST

MAIL TO ADDRESS
HELM REAL ESTATE LLC
PO BOX 1104
KENOSHA, WI 53141

LEGAL DESCRIPTION
LOT 11 BELL'S SUB OF BLK 11
& 12 OF BOND'S SUB PT NW 1/4
SEC 6 T 1 R 23
DOC#1329744
DOC#1359342
DOC#1537058
DOC#1551765

05-123-06-386-003-0		\$100.00	\$680.00	\$780.00
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PROPERTY ADDRESS
TIMOTHY E CONNOLLY
1511 074 ST

MAIL TO ADDRESS
TIMOTHY E CONNOLLY
1511 74TH ST
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 21 ELMHURST SUB BEING PT
OF SW 1/4 SEC 6 T 1 R 23
V 1447 P 841
V 1630 P 884
DOC #1061422
DOC #1401130

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
05-123-06-434-016-0		\$100.00	\$155.00	\$255.00

PROPERTY ADDRESS
BANK OF NEW YORK TRUSTEE
926 070 ST

MAIL TO ADDRESS
BANK OF NEW YORK TRUSTEE
3476 STATEVIEW BLVD
FORT MILL, SC 29715

LEGAL DESCRIPTION
LOT 28 BLK 2 JACKSON'S SUB
PT SE 1/4 SEC 6 T 1 R 23
V 1397 P 717
DOC#1613933

06-123-07-104-005-0		\$100.00	\$125.00	\$225.00
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PROPERTY ADDRESS
DOROTHY A HEALY
7713 007 AV

MAIL TO ADDRESS
DOROTHY A HEALY
7713 7TH AVE
KENOSHA, WI 53143-6015

LEGAL DESCRIPTION
COM ON E LINE 7TH AVE 653.7 FT
S OF S LINE OF 75TH ST TH S 51
FT E 144 FT N 51 FT W 144 FT
TO BEG ALSO THE S 2 FT OF LOT
31 HANSIS ADD PT OF NE 1/4 SEC
7 T 1 R 23
DOC#1437736

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
06-123-07-204-008-0		\$100.00	\$100.00	\$200.00

PROPERTY ADDRESS
PATRICIA D SCHULZ
1610 076 ST

MAIL TO ADDRESS
PATRICIA D SCHULZ
1610 76TH ST
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 184 PFENNIG'S SOUTHERN ADD
BEING PT OF NW 1/4 SEC 7 T1 R23
DOC #994029
DOC#1055114
DOC#1070395

06-123-07-427-007-0		\$100.00	\$85.00	\$185.00
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PROPERTY ADDRESS
CRESCENCIO M RAMIREZ
8115 SHE RD

MAIL TO ADDRESS
CRESCENCIO M RAMIREZ
6503 21ST AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
PT OF SE 1/4 SEC 7 T 1 R 23 BEG
811.8 FT S OF NW COR SD 1/4 SEC
TH S 85 FT E 125 FT N 61.63 FT
TH E 120 FT N 79.54 FT W 28 FT
SW'LY 222.07 FT TO POB NOT INCL
PT OF VAC 12TH AVE RES #144-98
DOC#1114853 1999 LOT LINE ADJ
DOC#1067422 DOC#1129602 DEED IN ER
DOC#1233648 DOC#1298928 DOC#141120
DOC#1466487

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
07-222-24-183-001-0		\$100.00	\$205.00	\$305.00

PROPERTY ADDRESS
DENNIS A WEGMANN
2215 021 ST

MAIL TO ADDRESS
DENNIS A WEGMANN
2215 21ST ST
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 3 WIEMELT SUB NE1/4
SEC 24 T 2 R 22
V 1375 P 312
V 1584 P 654
DOC#1039779
DOC#1041752
DOC#1100074
DOC#1124143

07-222-25-132-110-0		\$100.00	\$30.00	\$130.00
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PROPERTY ADDRESS
ANG LLC
3311 030 AV

MAIL TO ADDRESS
ANG LLC
1340 45TH AVE
KENOSHA, WI 53144

LEGAL DESCRIPTION
398H PT OF SEC 25 T 2 R22 BEG
NE COR LOT 25 NORTHERN TERRACE
SUB TH W ALG N LN SUB TO NW COR
LOT 1 TH N ALONG E LN 30TH AVE
526.68 FT TH E 872.10 FT TO W
LN CNS&M RR TH S ALG W LN RR TO
POB ANNEX ORD #52-02

DOC#1298026
DOC#1176726
DOC#1176727

(2003 ANNEX 80-4-222-251-0110)
10.5 AC

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
08-222-35-102-022-0		\$100.00	\$205.00	\$305.00

PROPERTY ADDRESS
CHARLES S SWADE
4820 040 AV

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

LEGAL DESCRIPTION
NE 1/4 SEC 35 T 2 R 22 COM ON
CTR LINE OF 40TH AVE & 1501.97
FT N OF S 1/4 LINE TH N 101.47
FT W 572.5 FT S 101.47 FT TH E
572.5 FT TO BEG
V 1622 P 663
DOC#1186460
DOC#1371488
DOC#1377158
DOC#1380267
DOC #1436934

08-222-35-128-007-0		\$100.00	\$255.00	\$355.00
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PROPERTY ADDRESS
LIQUIDATION PROPERTIES LLC
4604 050 ST

MAIL TO ADDRESS
LIQUIDATION PROPERTIES LLC
4600 REGENT BLVD, STE 200
IRVINE, TX 75063

LEGAL DESCRIPTION
LOT 105 KENOSHA LAND SUB UNIT
#1 PT NE 1/4 SEC 35 T 2 R 22
DOC#1207546
DOC#1357683
DOC#1374189
DOC#1376858 NOTE
DOC#1427352
DOC#1610743

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
08-222-35-276-013-0		\$100.00	\$17.50	\$117.50

PROPERTY ADDRESS
WILLIS J JOHNSON
5024 047 AV

MAIL TO ADDRESS
WILLIS J JOHNSON
5024 47TH AVE
KENOSHA, WI 53144

LEGAL DESCRIPTION
LOT 2 CSM#2147 DOC#1160888
PT NW 1/4 SEC 35 T2 R22
(2000 ANNEX 80-4-222-352-0510)
(2000 PT 08-2222-35-276-051)
DOC#1241807 .27 AC
DOC#1263387

08-222-35-408-006-0		\$100.00	\$185.00	\$285.00
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PROPERTY ADDRESS
JULIE A LONERGAN
5540 041 AV

MAIL TO ADDRESS
JULIE A LONERGAN
5540 41ST AVE
KENOSHA, WI 53144-3917

LEGAL DESCRIPTION
LOT 67 DAVIS MODEL HOMES SUB
PT OF SE 1/4 SEC 35 T 2 R 22
DOC #989014
DOC#1009889
DOC#1177649
DOC#1179259 CORRECTION
DOC#1188997 CORRECTION
DOC#1220404

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
08-222-35-427-029-0		\$100.00	\$390.00	\$490.00

PROPERTY ADDRESS
CHRIS J & MONA CRYSTAL MLEJNEK
4512 053 ST

MAIL TO ADDRESS
CHRIS J & MONA CRYSTAL MLEJNEK
4512 53RD ST
KENOSHA, WI 53144-3836

LEGAL DESCRIPTION
PT SE 1/4 SEC 35 T 2 R 22 BEG
N LN 53RD ST AT THE SE COR LOT
6 HILLSIDE HOMES SUB TH N 120
FT E 50 FT S 120 FT TO N LN
53RD ST W 50 FT TO POB 1979
V 1029 P 889
DOC#1494471

09-222-36-126-005-0		\$100.00	\$455.00	\$555.00
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PROPERTY ADDRESS
FRANCISCA MACIAS
4525 028 AV

MAIL TO ADDRESS
FRANCISCA MACIAS
9315 67TH ST
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 5 BLK 7 BONNIE HAME 1ST
SUB PT NE 1/4 SEC 36 T2 R22
ALSO A VACATED ALLEY CALLED
27TH CT RES # 206-83 1984
DOC#1153824
DOC#1233732
DOC#1521062

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
09-222-36-131-013-0		\$100.00	\$175.00	\$275.00

PROPERTY ADDRESS
MICHAEL E MAZE JR & JENNIFER R AUL
4914 029 AV

MAIL TO ADDRESS
MICHAEL E MAZE JR
JENNIFER R AULL
KENOSHA, WI 53144-3756

LEGAL DESCRIPTION
LOT 11 BLK 15 BONNIE HAME 1ST
SUB BEING PT OF NE 1/4 SEC 36
T2 R22 ALSO PT E 1/2 VACATED
ALLEY RES#156-96 DOC#1042914 1997
INCL EASEMENT FOR DRIVE S 1 FT OF
E 75 FT LOT 10
DOC#1303118
DOC#1481456

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
09-222-36-131-015-0		\$100.00	\$225.00	\$325.00

PROPERTY ADDRESS
GARTH DIXON
4906 029 AV

MAIL TO ADDRESS
GARTH DIXON
PO BOX 337
PELL LAKE, WI 53157

LEGAL DESCRIPTION
LOT 9 BLK 15 BONNIE HAME 1ST SUB
BEING PT OF NE 1/4 SEC 36 T2 R22
ALSO PT E 1/2 VACATED ALLEY RES#
156-96 DOC#1042914 1997
DOC#1371918
DOC#1376524
DOC#1472092
DOC#1499246

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
09-222-36-132-023-0		\$100.00	\$480.00	\$580.00

PROPERTY ADDRESS
MATIAS SANCHEZ
4812 028 AV

MAIL TO ADDRESS
MATIAS SANCHEZ
4812 28TH AVE
KENOSHA, WI 53140-3040

LEGAL DESCRIPTION
LOT 3 BLK 14 BONNIE HAME 1ST SUB
BEING PT OF NE 1/4 SEC 36 T2 R22
ALSO 1/2 VAC ALLEY RES #103-94
V1684 P003 1995
DOC#1482221

09-222-36-151-009-0		\$100.00	\$52.00	\$152.00
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PROPERTY ADDRESS
TINA M WHITE
5041 028 AV

MAIL TO ADDRESS
TINA M WHITE
5107 28TH AVE
KENOSHA, WI 53140-3003

LEGAL DESCRIPTION
LOT 9 BLK 18 BONNIE HAME 1ST SUB
BEING PT OF NE 1/4 SEC 36 T2 R22
ALSO PT VAC ALLEY RES #197-88 1989
V 1192 P 993
DOC #1477326

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
09-222-36-151-011-0		\$100.00	\$50.00	\$150.00

PROPERTY ADDRESS
ARACELI GOMEZ-MALDONADO & GABRIEL
5026 027 CT

MAIL TO ADDRESS	LEGAL DESCRIPTION
ARACELI & GABRIEL MALDONADO 8511 NE COUNTY RD 2100 POWELL, TX 75153	LOT 6 EXCEPT THE W 120 FT BLK 18 BONNIE HAME 1ST SUB PT NE 1/4 SEC 36 T 2 R 22 DOC#1174172

09-222-36-412-009-0		\$100.00	\$220.00	\$320.00
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PROPERTY ADDRESS
THE SECRETARY OF HOUSING & URBAN D
2312 054 ST

MAIL TO ADDRESS	LEGAL DESCRIPTION
SECRETARY OF HUD 5280 CORPORATE DR FREDERICK, MD 21703	8598 THE E 39 FT OF LOT 6 & THE W 22 FT OF LOT 7 BLK 7 BAIN'S SUB PT OF SE 1/4 SEC 36 T 2 R 22 V 1527 P 50 DOC#1481217 DOC#1621526 DOC#1621527

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
10-223-19-305-003-0		\$100.00	\$170.00	\$270.00

PROPERTY ADDRESS
JEFFREY SHERMAN
1711 025 ST

MAIL TO ADDRESS
JEFFREY SHERMAN
1711 25TH ST
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 26 KENOSHA INDUSTRIAL
ASSN'S SUB PT SW 1/4 SEC
19 T 2 R 23
DOC#1097369
DOC#1282661
DOC#1510374
DOC#1610260
DOC#1621252

11-223-30-226-010-0		\$100.00	\$355.00	\$455.00
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PROPERTY ADDRESS
GEORGE E & MICHELLE E COUNTERMAN
1802 032 ST

MAIL TO ADDRESS
GEORGE E & MICHELLE COUNTERMAN
1802 32ND ST
KENOSHA, WI 53140-2207

LEGAL DESCRIPTION
LOTS 19 & 20 & ALSO S 1/2 OF
ALLEY ADJ ON THE N ORD 9 1950
BLK 2 N KENOSHA PART OF BLK 2
TRUSTEE'S SUB PT NW 1/4 SEC 30
T 2 R 23
V 1396 P 03
DOC#1027083
DOC#1398520
DOC#1398521
DOC#1398522
DOC#1398523
DOC#1401952

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
11-223-30-354-013-0		\$100.00	\$175.00	\$275.00

PROPERTY ADDRESS
LARRY E & SUZANNE M OLSEN
4225 022 AV

MAIL TO ADDRESS
LARRY E & SUZANNE M OLSEN
3321 24TH ST APT C
KENOSHA, WI 53144-1450

LEGAL DESCRIPTION
LOT 90 ZEITLER'S SUB BEING PT
OF SW 1/4 SEC 30 T 2 R 23
DOC#1023116

11-223-30-357-008-0		\$100.00	\$265.00	\$365.00
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PROPERTY ADDRESS
GMAC MORTGAGE LLC
4409 022 AV

MAIL TO ADDRESS
GMAC MORTGAGE LLC
C/O BEST ASSETS INC HUD
MINNEAPOLIS, MN 55402

LEGAL DESCRIPTION
LOT 82 ZEITLER'S SUB BEING PT
OF SW 1/4 SEC 30 T 2 R 23
V 1390 P 701
DOC#1119724
DOC#1156143
DOC#1252522
DOC#1442646
DOC#1565293
DOC#1619512

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
11-223-30-476-024-0		\$100.00	\$530.00	\$630.00

PROPERTY ADDRESS
ARMAND KACHIGIAN
4201 005 AV

MAIL TO ADDRESS
ARMAND KACHIGIAN
4201 5TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 6 BLK 34 PT OF SE 1/4
SEC 30 T 2 R 23
(1998 COMB 11-223-30-476-006 & PT-
DOC#1080487
DOC#1224525
DOC#1486079

12-223-31-204-026-0		\$100.00	\$170.00	\$270.00
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PROPERTY ADDRESS
ROBERT & JENNIFER WARREN
4806 017 AV

MAIL TO ADDRESS
ROBERT & JENNIFER WARREN
4806 17TH AVE
KENOSHA, WI 53140-3208

LEGAL DESCRIPTION
LOT 24 BLK 4 RICE PARK ADD
PT OF NW 1/4 SEC 31 T2 R23
V 1448 P 964
V 1453 P 490
V 1497 P 484
DOC#1132556
DOC#1181305

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
12-223-31-205-053-0		\$100.00	\$205.00	\$305.00

PROPERTY ADDRESS
MICHELLE L DOSEMAGEN
4439 017 AV

MAIL TO ADDRESS
MICHELLE L DOSEMAGEN
4439 17TH AVE
KENOSHA, WI 53140-2703

LEGAL DESCRIPTION
PT OF NW 1/4 SEC 31 T 2 R 23
LOT 3 B 3 GONNERMANN'S SUB
ALSO BEG SW COR SD LOT 3 TH S
4 FT E 356 FT N 4 FT W 356 FT
TO POB EX E 195 FT V1017 P873
V1017 P 873
V1384 P 644
DOC#1056291
DOC#1292940
DOC#1483691

12-223-31-206-008-0		\$100.00	\$337.00	\$437.00
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PROPERTY ADDRESS
SOLUTION ENTERPRISES LLC
4825 016 AV

MAIL TO ADDRESS
SOLUTION ENTERPRISES LLC
8044 S 43RD ST
FRANKLIN, WI 53132

LEGAL DESCRIPTION
W 82.3 FT OF LOT 8 BLK 2
E R HEAD'S SUB PT NW 1/4
SEC 31 T 2 R 23
V1514 P 569
DOC#1614136
DOC#1614137

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
12-223-31-255-010-0		\$100.00	\$155.00	\$255.00

PROPERTY ADDRESS
KOSTANDO GOCHIS
2114 052 ST

MAIL TO ADDRESS
KOSTANDO GOCHIS
1624 EXECUTIVE LN.
GLENVIEW, IL 60026

LEGAL DESCRIPTION
LOT 10 BLK 11 2ND RICE PARK ADD
BEING PT OF NW 1/4 SEC 31 T2 R23
DOC#1048367
DOC#1130054
DOC#1142630
DOC#1433158

12-223-31-277-027-0		\$100.00	\$250.00	\$350.00
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PROPERTY ADDRESS
JANIE H ELFTMANN
1610 052 ST

MAIL TO ADDRESS
JANIE H ELFTMANN
179 113TH ST
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
PT OF NW 1/4 SEC 31 T 2 R 23
COM 52 RDS W & 2 RDS N OF SE
COR OF SD 1/4 SEC TH N 132 FT
W 44 FT S 132 FT E TO BEG

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
12-223-31-305-011-0		\$100.00	\$32.75	\$132.75

PROPERTY ADDRESS
JOHNNY H & DEBBIE M ELLISON
5427 016 AV

MAIL TO ADDRESS
JOHNNY H & DEBBIE M ELLISON
5427 16TH AVE
KENOSHA, WI 53140-6026

LEGAL DESCRIPTION
PT OF BLK 2 FISK'S ADD OF PT OF
SW 1/4 SEC 31 T 2 R 23 COM ON E
LINE OF 16TH AVE 60 FT N OF N LN
OF 55TH ST N 40 FT E 100 FT S 40
W 100 FT TO BEG
V 326 P 71
DOC#1417115
DOC#1417117
DOC#1417118
DOC#1453721
DOC#1453722

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
12-223-31-336-025-0		\$100.00	\$325.00	\$425.00

PROPERTY ADDRESS
SALVADOR GUDINO OSEGUERA JR
1712 055 ST

MAIL TO ADDRESS
SALVADOR GUDINO JR OSEGUERA
5413 36TH AVE
KENOSHA, WI 53144-6912

LEGAL DESCRIPTION
LOT 3 MAGILL'S SUB PT OF
SW 1/4 SEC 31 T 2 R 23
V 1629 P 388
V 1629 P 390
V 1629 P 775
DOC#1280656
DOC#1426758

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
12-223-31-356-002-0		\$100.00	\$140.00	\$240.00

PROPERTY ADDRESS
EMB PROPERTY HOLDINGS CO
2011 057 ST

MAIL TO ADDRESS
EMB PROPERTY HOLDINGS CO
2620 ROOSEVELT RD
KENOSHA, WI 53143

LEGAL DESCRIPTION
W 63 FT OF LOT 1 BLK STRONG &
THELEEN'S SUB OF FISK'S ADD
PT OF SW 1/4 SEC 31 T 2 R 23
DOC#1281850
DOC#1483259

PARCEL NUMBER	LOT	\$100.00	\$255.00	\$355.00
12-223-31-457-019-0				

PROPERTY ADDRESS
JOHN C MANKOWSKI
5815 011 AV

MAIL TO ADDRESS
JOHN C MANKOWSKI
3101 55TH CT #24
KENOSHA, WI 53144

LEGAL DESCRIPTION
PT OF BLK 51 SE 1/4 SEC 31 T 2
R 23 COM ON E LN OF 11TH AVE
132 FT S OF S LN OF 58 ST TH S
61.5 FT TH E 44 FT TH N 17.5
FT TH E 44 FT TH N 44 FT TH W
88 FT TO POB 1992 COMBINATION
V1447 P747 (DEED IN ERROR)
(12-223-31-457-008 & 009)
DOC#1073766 (CORRECTION)
DOC#1075429
DOC#1362008
DOC#1473090
DOC#1478790

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
12-223-31-458-014-0		\$100.00	\$100.00	\$200.00

PROPERTY ADDRESS
AURORA LOAN SERVICES LLC
1118 059 ST

MAIL TO ADDRESS
AURORA LOAN SERVICES LLC
10350 PARK MEADOWS DR
LITTLETON, CO 80124

LEGAL DESCRIPTION
BEING PT OF BLK 52 SE 1/4 SEC
31 T2 R 23 COM 180 FT W OF SE
COR OF BLK TH W 60 FT N 132 FT
E 60 FT S 132 FT TO BEG
DOC#1240281
DOC#1301766
DOC#1619518

12-223-31-463-002-0		\$100.00	\$65.00	\$165.00
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PROPERTY ADDRESS
RAKHRA WISCONSIN E-Z GO STATIONS T
5821 SHE RD

MAIL TO ADDRESS
RAKHRA WISCONSIN EZ GO STATION
9653 N GRANVILLE RD
MEQUON, WI 53092

LEGAL DESCRIPTION
3018 BEING PT OF B 49 SE 1/4
SEC 31 T 2 R 23 COM AT SW
COR OF B TH N'LY 150 FT E'LY
133.25 FT S'LY 150 FT W'LY
133.25 FT TO BEG EXC W 301/2 FT
DOC#1082332

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
12-223-31-487-003-0		\$100.00	\$285.00	\$385.00

PROPERTY ADDRESS
FRANK L WELLS COMPANY
5821 005 AV

MAIL TO ADDRESS
FRANK L WELLS COMPANY
5821 05TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
12-4-0223-31-487-003 PT OF SE
1/4 SEC 31 T 2 R 23 PT OF BLK
45 OF ORIGINAL PLAT OF
SOUTHPORT BEG SE COR OF 58TH
ST & 5TH AVE TH S 270.39 FT E
139.46 FT TO W LINE OF 4TH AVE
NE'LY 273.84 FT TO SW COR 58TH
ST & 4TH AVE W 180.14 FT
P.O.B. 1978 ALSO W 18.5 FT VAC
4TH AVE RES # 126-91
1993

12-223-32-352-006-0		\$100.00	\$125.00	\$225.00
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PROPERTY ADDRESS
FRANK L WELLS CO
5825 004 AV

MAIL TO ADDRESS
FRANK L WELLS CO
5821 5TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
12-4-0223-32-352-006 LOT 5 & 6
BLK 11 EX THE N 6 FT BEING PT
OF THE SW 1/4 SEC 32 T 2 R 23
ALSO N 1/2 OF VACATED 59TH
STREET AS IN RES 192-77 1978 V
999 P 532

STREET TOTAL		62.00	\$19,006.25
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PAGE 31

GRAND TOTALS	PARCELS	62	FOOTAGE	62.000	TOTAL COST	\$19,006.25
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PAGE 32

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for reinspection fees during 2010, in the total amount of **\$1,552.00**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2010

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
05-123-06-231-010-0		\$100.00	\$72.00	\$172.00

PROPERTY ADDRESS
 PROVISION PROPERTIES LLC
 1923 062 ST

MAIL TO ADDRESS
 PROVISION PROPERTIES LLC
 20344 ROSE COTTAGE WAY
 LAND O LAKES, FL 34637-5801

LEGAL DESCRIPTION
 LOT 3 BLK 20 BOND'S SUB PT
 OF NW 1/4 SEC 6 T 1 R 23
 DOC#1367070
 DOC#1416539
 DOC#1484823
 DOC#1484824
 DOC#1484827

11-223-30-436-020-0		\$100.00	\$360.00	\$460.00
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PROPERTY ADDRESS
 JOPPA LODGE NO 9 F & A.M.
 4054 007 AV

MAIL TO ADDRESS
 JOPPA LODGE NO 9 F & A M
 4054 7TH AVE
 KENOSHA, WI 53140

LEGAL DESCRIPTION
 SE 1/4 SEC 30 T 2 R 23
 DUNNEBACK'S SUB BLK 28 E 75FT
 OF LOT 1
 V 1361 P 588

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION REINSPECTION FEES FOR PROJECT: 10-006

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
12-223-31-229-017-0		\$100.00	\$360.00	\$460.00

PROPERTY ADDRESS
GREGORY A & ELETICIA BARKER
4711 022 AV

MAIL TO ADDRESS
GREGORY A & ELETICIA BARKER
4711 22ND AVE
KENOSHA, WI 53140-5920

LEGAL DESCRIPTION
LOT 10 BLK 18 2ND RICE PARK ADD
BEING PT OF NW 1/4 SEC 31 T2 R23
V 1468 P 283
DOC#1104823

12-223-31-384-013-0		\$100.00	\$360.00	\$460.00
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PROPERTY ADDRESS
FINE PROPERTIES LLC
5907 018 AV

MAIL TO ADDRESS
FINE PROPERTIES LLC
12403 85TH AVE
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
BEING PT OF SW 1/4 SEC 31 T 2
R 23 COM ON E LINE OF 18TH AVE
247 FT N OF S LINE OF 1/4 SEC
TH E 92 FT N 50 FT W 92 FT S
50 FT TO BEG
DOC#1012067
DOC#1323937
DOC#1374008

STREET TOTAL		4.00	\$1,552.00
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PAGE 2

GRAND TOTALS	PARCELS	4	FOOTAGE	4.000	TOTAL COST	\$1,552.00
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PAGE 3

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Boarding and Securing

BE IT RESOLVED, that special assessments for boarding and securing during 2010, in the total amount of \$3,491.10, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2010

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
06-123-07-204-008-0		\$100.00	\$1456.50	\$1,556.50

PROPERTY ADDRESS
 PATRICIA D SCHULZ
 1610 076 ST

MAIL TO ADDRESS
 PATRICIA D SCHULZ
 1610 76TH ST
 KENOSHA, WI 53143

LEGAL DESCRIPTION
 LOT 184 PFENNIG'S SOUTHERN ADD
 BEING PT OF NW 1/4 SEC 7 T1 R23
 DOC #994029
 DOC#1055114
 DOC#1070395

12-223-31-236-020-0		\$100.00	\$84.24	\$184.24
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PROPERTY ADDRESS
 DEBBIE C GIBBS
 4720 018 AV

MAIL TO ADDRESS
 DEBBIE C GIBBS
 7436 22ND AVE
 KENOSHA, WI 53143

LEGAL DESCRIPTION
 LOT 13 BLK 2 RICE PARK ADD
 PT NW 1/4 SEC 31 T 2 R 23
 V 1401 P 349
 DOC #995761
 DOC#1365497

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
12-223-31-236-021-0		\$100.00	\$72.12	\$172.12

PROPERTY ADDRESS
 US BANK NA TRUSTEE
 4714 018 AV

MAIL TO ADDRESS
 US BANK NA TRUSTEE
 10790 RANCHO BERNARDO DRIVE
 SAN DIEGO, CA 92127

LEGAL DESCRIPTION
 LOT 14 BLK 2 RICE PARK ADD
 PT OF NW 1/4 SEC 31 T2 R23
 V 1379 P 50
 DOC#1062020
 DOC#1379982
 DOC#1481737
 DOC#1621062

12-223-31-277-005-0		\$100.00	\$180.24	\$280.24
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PROPERTY ADDRESS
 ADAM T & LEAH B SCHWER
 1607 050 ST

MAIL TO ADDRESS
 ADAM T & LEAH B SCHWER
 1607 50TH ST
 KENOSHA, WI 53140

LEGAL DESCRIPTION
 PT OF NW 1/4 SEC 31 T2 R23
 COM ON S LINE OF 50TH ST
 274.11 FT E OF CT LINE OF
 17TH AVE TH S 148 FT E 45
 FT N 148 FT W TO BEG 7 FT
 RESERVED FOR ALLEY
 DOC#1240702 DOC#1242655 DOC#128277
 DOC#1419063 DOC#1419148 DOC#144143
 DOC#1456434

	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
PARCEL NUMBER LOT	\$100.00	\$726.00	\$826.00
12-223-31-277-005-0			

PROPERTY ADDRESS
ADAM T & LEAH B SCHWER
1607 050 ST

MAIL TO ADDRESS
ADAM T & LEAH B SCHWER
1607 50TH ST
KENOSHA, WI 53140

LEGAL DESCRIPTION

PT OF NW 1/4 SEC 31 T2 R23
COM ON S LINE OF 50TH ST
274.11 FT E OF CT LINE OF
17TH AVE TH S 148 FT E 45
FT N 148 FT W TO BEG 7 FT
RESERVED FOR ALLEY
DOC#1240702 DOC#1242655 DOC#128277
DOC#1419063 DOC#1419148 DOC#144143
DOC#1456434

	\$100.00	\$372.00	\$472.00
PARCEL NUMBER LOT			
12-223-31-277-005-0			

PROPERTY ADDRESS
ADAM T & LEAH B SCHWER
1607 050 ST

MAIL TO ADDRESS
ADAM T & LEAH B SCHWER
1607 50TH ST
KENOSHA, WI 53140

LEGAL DESCRIPTION

PT OF NW 1/4 SEC 31 T2 R23
COM ON S LINE OF 50TH ST
274.11 FT E OF CT LINE OF
17TH AVE TH S 148 FT E 45
FT N 148 FT W TO BEG 7 FT
RESERVED FOR ALLEY
DOC#1240702 DOC#1242655 DOC#128277
DOC#1419063 DOC#1419148 DOC#144143
DOC#1456434

STREET TOTAL	1,461.50	\$3,491.10
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GRAND TOTALS	PARCELS	6	FOOTAGE	1,461.500	TOTAL COST	\$3,491.10
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RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for trash and debris removal during 2010, in the total amount of **\$530.00**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2010

Approved:

_____, Mayor
Keith Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
01-122-01-451-015-0		1.000	\$430.00	\$530.00

PROPERTY ADDRESS
 SHERRY E ROSKO
 7200 026 AV

MAIL TO ADDRESS
 SHERRY E ROSKO
 7200 26TH AVE
 KENOSHA, WI 53143-5279

LEGAL DESCRIPTION
 LOT 7 B 1 MILBUR PARK SUB
 BEING PT OF SE 1/4 SEC 1 T 1 R
 22

STREET TOTAL		1.00	\$530.00
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PAGE 1

GRAND TOTALS	PARCELS	1	FOOTAGE	1.000	TOTAL COST	\$530.00
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PAGE 2

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Specially Assess Certain Parcels of Property for Graffiti Removal
(Miscellaneous Assessment)**

BE IT RESOLVED, that special assessments for graffiti removal during 2010, in the total amount of **\$550.00**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2010

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
PARCEL NUMBER			\$275.00
10-223-19-362-007-0	0		

GRAFFITI REMOVAL

PROPERTY ADDRESS
MARICELA CABALLERO
2803 019 AV

MAIL TO ADDRESS
MARICELA CABALLERO
2803 19TH AVE
KENOSHA, WI 53140-5032

LEGAL DESCRIPTION
LOT 218 KENOSHA INDUSTRIAL
ASSN'S SUB PT OF SW 1/4
SEC 19 T 2 R 23
V1637 P512
DOC#1144346
DOC#1484397

PARCEL NUMBER	LOT		\$275.00
11-223-30-354-013-0	0		

GRAFFITI REMOVAL

PROPERTY ADDRESS
LARRY E & SUZANNE M OLSEN
4225 022 AV

MAIL TO ADDRESS
LARRY E & SUZANNE M OLSEN
3321 24TH ST APT C
KENOSHA, WI 53144-1450

LEGAL DESCRIPTION
LOT 90 ZEITLER'S SUB BEING PT
OF SW 1/4 SEC 30 T 2 R 23
DOC#1023116

STREET TOTAL	0.00	\$550.00
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PAGE 1

GRAND TOTALS	PARCELS	2	FOOTAGE	0.000	TOTAL COST	\$550.00
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PAGE 2

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Specially Assess Certain Parcels of Property for Trimming/Removing
Bushes for Visual Clearance
(Miscellaneous Assessment)**

BE IT RESOLVED, that special assessments for graffiti removal during 2010, in the total amount of **\$420.00**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2010

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
PARCEL NUMBER			\$200.00
03-122-05-200-004-0	0		

DUG UP 5 TREES FOR VISUAL CLEARANCE

PROPERTY ADDRESS
 PARTH SHAHA
 6601 096 AV

MAIL TO ADDRESS
 PARTH SHAHA
 6601 96TH AVE
 KENOSHA, WI 53142

LEGAL DESCRIPTION
 LOT 248 WHITECAPS SUB UNIT 3
 PT SE 1/4 OF NW 1/4 & PT NE
 1/4 OF SW 1/4 SEC 5 T 1 R 22
 1993 (03-122-05-275-001,
 250-001, 305-001)
 DOC#1068511
 DOC#1258242
 DOC#1609646

PARCEL NUMBER	LOT		\$220.00
09-222-36-335-008-0	0		

CUT BACK BUSHES FOR VISUAL CLEARANCE

PROPERTY ADDRESS
 AMI B HOLGUIN
 5541 037 AV

MAIL TO ADDRESS
 AMI B HOLGUIN
 5541 37TH AVE
 KENOSHA, WI 53144

LEGAL DESCRIPTION
 LOT 6 BLK 9 HANNAN PARK SUB
 PT OF SW 1/4 SEC 36 T2 R22
 DOC #1005531
 DOC #1009136
 DOC #1020410
 CO #97CV636
 DOC #1142147
 DOC#1555016

STREET TOTAL	0.00	\$420.00
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PAGE 1

GRAND TOTALS	PARCELS	2	FOOTAGE	0.000	TOTAL COST	\$420.00
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PAGE 2

KEITH G. BOSMAN
MAYOR



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

6-10-10

TO:

Ald. Green

FROM:

Mayor Keith G. Bosman

A handwritten signature in black ink, appearing to be 'KB' followed by a flourish.

SUBJECT:

PER DIEM REQUESTS

I am in receipt of your Per Diem Request for 6-22-10. I have approved your current Per Diem Request and forwarded it to the Finance Committee for their review.

Thank you.

KGB:jd

Enclosure

KEITH G. BOSMAN
MAYOR



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

6-10-10

TO:

Ald. Ra Macchia

FROM:

Mayor Keith G. Bosman

A handwritten signature in black ink, appearing to be "KB", written over a horizontal line.

SUBJECT:

PER DIEM REQUESTS

I am in receipt of your Per Diem Request for 6-22-10. I have approved your current Per Diem Request and forwarded it to the Finance Committee for their review.

Thank you.

KGB:jd

Enclosure

CONSULTATION AGREEMENT

By and Between

THE CITY OF KENOSHA,

And

EMERGING COMMUNITIES CORP.,

A State of Wisconsin Corporation

This agreement is made and entered into by and between The City of Kenosha, hereinafter referred to as 'Client,' and Emerging Communities Corp., a Wisconsin Corporation doing business in Wisconsin, hereinafter referred to as 'ECC.'

WITNESSETH:

Now therefore, in consideration of the mutual promises, agreements, understandings and undertakings hereinafter set forth and good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I: DURATION AND SCOPE OF SERVICES TO BE PROVIDED BY ECC

ECC shall provide consulting services to the Client, to begin upon mutual execution of July 1, 2010, and to conclude on June 30, 2011. During the term of this agreement, ECC shall have no authority to act on behalf of, or bind Client in any manner. In addition to providing consultation services to Client and Client's employees and representatives, ECC shall confer with any relevant agencies of the State of Wisconsin, and any other relevant parties or entities, as necessary to properly advise the Client. ECC shall provide analysis, consultation, and advice, to assist Client with regard to the Kenosha Chrysler Facility.

ARTICLE II: COMPENSATION

ECC agrees to provide the services described above for the fixed price and flat fee of \$12,000.00, payable as follows. Client shall make 12 equal payments of \$1,000.00, payable on the 1st day of each month, to begin on August 1, 2010 and to conclude with the payment due on July 1, 2011.

ECC shall be reimbursed for all expenses associated with services provided. Client shall reimburse ECC for all expenses within one month of receipt of notice of expenses. In order to be reimbursed for any expense that exceeds Two-Hundred Fifty (\$250.00) dollars, ECC must obtain written approval of the expense from the Client in advance.

ARTICLE III: CONFLICT OF INTEREST

ECC shall abstain from taking any action or making any recommendation which may result in a conflict of interest.

It is understood by both parties that during the term of this Agreement, ECC shall provide consulting services to other clients, including but not limited to, other cities towns and municipalities, and private parties. These consulting services to other clients might include a similar or identical scope of consulting services as those contemplated within this Agreement. These consulting services provided to other clients might also involve the identification of available private and governmental financial assistance and programs, as well as private party businesses, identical to those identified by ECC for the benefit of this Client. Client is aware that Client might be required to compete with ECC's other clients in order to obtain any such financial assistance, business, investment or other forms of desired assistance. It shall not be considered a conflict of interest for ECC to provide such services to other clients or to provide such identical information to this Client and ECC's other clients.

ARTICLE IV: AMENDMENTS

ECC and Client may, from time to time, request modification of the services to be performed hereunder. Such modifications shall be incorporated by written amendments to this agreement, and shall be deemed a part of this agreement as if fully set forth herein, if agreed upon and executed by signature of both parties.

ARTICLE V: ASSIGNMENT AND SUBCONTRACTS

Neither party may assign or subcontract any interest or obligation under this agreement.

VI: GOVERNING LAW

This agreement shall be deemed to have been made in Wisconsin and shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

ARTICLE VII: WAIVER

No failure to exercise, or delay in exercising, any right, power or remedy on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any further exercise thereof or the exercise of any other right, power, or remedy.

ARTICLE VIII: EXECUTION AUTHORITY

Client and ECC each certify that they have the authority under their respective organizational structure and governing laws to execute this agreement.

Dated this ____ day of _____ 2010.

John M. Antaramian
Emerging Communities Corporation

Dated this ____ day of _____ 2010.

CITY OF KENOSHA

This document drafted by:
ATTORNEY MICHAEL M. EASTON
State Bar No. 1038423
EASTON LAW OFFICE
2221 63RD Street
Kenosha, WI 53143

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



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Finance Committee and Common Council
FROM: Anthony Geliche, Community Development Specialist *AG*
DATE: July 12, 2010
SUBJECT: 2010 CDBG Subgrantee Agreements

I have provided you a spreadsheet listing the applicant, project title, amount received and contract period for each agreement, one (1) full Subgrantee Agreement, and the Scopes of Service and Budgets for the remaining agreements. The agreement that is used for the CDBG Program is a standard agreement for all sub-recipients which is why you do not have the full agreement for each project. All of the agreements have been reviewed and approved by the agencies prior to submission to the Finance Committee for consideration. The 2010 CDBG Program was approved by the Common Council on March 15, 2010, Resolution No. 36-10.

If there are any questions, please feel free to contact me at the Department of City Development at 653.4030.

AG:sks
Attachments

2010 CDBG Recipients Received

	<i>Applicant</i>	<i>Project Title</i>	<i>Amount Received</i>	<i>Start Date</i>	<i>End Date</i>
1	Boys & Girls Club of Kenosha	Youth Mentoring Program	\$23,000	January 1, 2010	December 31, 2010
2	Bridges Community Center, Inc.	Mental Health Outreach Specialist	\$7,000	July 1, 2010	June 30, 2011
3	Carpenter's Home Improvement	Carpentry Career & Tech Ed. Program (KUSD)	\$45,000	January 1, 2010	December 31, 2010
4	ELCA Urban Outreach Center	Services for Low-Resource/Homeless	\$15,000	January 1, 2010	December 31, 2010
5	Kemper Center, Inc.	Ambrose Hall Door/Window Replacement	\$35,000	July 1, 2010	June 30, 2011
6	Kenosha Achievement Center, Inc.	Handicapped Accessible Entrance Ramp	\$16,000	July 1, 2010	June 30, 2011
7	Kenosha Area Family & Aging Serv	Volunteer Transportation Service	\$5,000	January 1, 2010	December 31, 2010
8	Kenosha Human Dev Services	Kitchen Remodel – Juvenile Shelter Care	\$13,100	July 1, 2010	June 30, 2011
9	Kenosha Literacy Council, Inc.	Literacy Program	\$5,000	July 1, 2010	June 30, 2011
10	Kenosha Senior Citizens Council	Masonry Wall Repairs/Mold Remediation	\$20,000	July 1, 2010	June 30, 2011
11	Kenosha YMCA	Frank Neighborhood Project	\$25,000	January 1, 2010	December 31, 2010
12	Lemon Street Gallery & ArtSpace	WiFi in Union Park Neighborhood	\$4,633	July 1, 2010	June 30, 2011
13	New Song Ministries, Inc.	Services to Reduce Recidivism	\$5,000	July 1, 2010	June 30, 2011
14	Potter's Center	Services to Strengthen Family Culture	\$6,000	January 1, 2010	December 31, 2010
15	Racine/Kenosha Com Action Agency	Roof Replacement/Mold Remediation/HVAC	\$33,000	July 1, 2010	June 30, 2011
16	SE WI Council Boy Scouts of America	After School Cub Scout Program	\$5,000	July 1, 2010	June 30, 2011
17	Shalom Center	Emergency Family Shelter Program	\$25,000	January 1, 2010	December 31, 2010
18	Spanish Centers of Rac, Keno & Walw	Community Outreach and Translations	\$5,000	July 1, 2010	June 30, 2011
19	Urban League of Racine/Kenosha	Second Floor Classroom/Office Construction	\$30,000	July 1, 2010	June 30, 2011
20	Urban League of Racine/Kenosha	Pre-Apprenticeship Training Program	\$5,005	July 1, 2010	June 30, 2011
21	Walkin' In My Shoes, Inc.	Survival Backpack Outreach Program	\$5,000	July 1, 2010	June 30, 2011
22	WI Women's Bus Initiative Corp	Micro-Enterprise Technical Assistance/Loans	\$85,000	March 1, 2010	February 28, 2011
23	Women & Children's Horizons	Roofing/Windows/Doors/Tuck-pointing/HVAC	\$50,000	July 1, 2010	June 30, 2011
24	Women & Children's Horizons	Legal Advocacy	\$20,000	January 1, 2010	December 31, 2010

RESOLUTION NO. 36-10

BY: FINANCE COMMITTEE

RESOLUTION TO APPROVE THE 2010 CONSOLIDATED PLAN - ANNUAL PLAN

WHEREAS, the City of Kenosha receives 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, for the purpose of the CDBG Program, public hearings were held before the CDBG Committee on October 20, 2009, January 12 and January 13, 2010; the City Plan Commission on November 5, 2009 and March 4, 2010; the Finance Committee on November 16, 2009 and March 15, 2010; and the Common Council on November 16, 2009 and March 15, 2010 to consider proposed projects and obtain citizen views and comments on housing and community development needs; and

WHEREAS, for the purpose of the HOME Program, public hearings were held before the Finance Committee on March 15, 2010 and the Common Council on March 15, 2010 to consider the 2010 Program Description and obtain citizen comments on housing needs; and

WHEREAS, the 2010 CDBG Entitlement Grant to be received from HUD for the City is estimated to be \$1,079,919 and project allocations are based on this amount; and

WHEREAS, if the actual 2010 CDBG Entitlement Grant is less than \$1,079,919, program allocations will be adjusted in proportion to each project allocation; and

WHEREAS, if the actual 2010 CDBG Entitlement Grant is more than \$1,079,919, funds will be used in accordance with the 2010 Fund Allocation Plan approved by the Common Council on November 16, 2009, Item #L.1.; and

WHEREAS, the 2010 HOME Entitlement Grant to be received from HUD for the City is estimated to be \$523,933 and proposed allocations are based on this amount; and

WHEREAS, if the actual 2010 HOME Entitlement Grant is more or less than \$523,933, the program allocation will be adjusted in proportion to each activity allocation approved in the 2010 Program Description.

NOW, THEREFORE, BE IT RESOLVED by the Common Council, that the 2010 Consolidated Plan - Annual Plan is approved; and

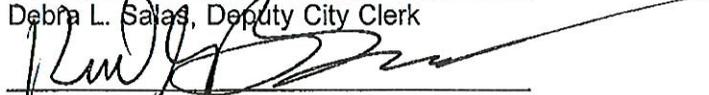
BE IT FURTHER RESOLVED that the Mayor is hereby authorized to submit all necessary and required documents to the U.S. Department of Housing and Urban Development, and execute all documents relative thereto.

Dated this 15th day of March, 2010

ATTEST:


Debra L. Salas, Deputy City Clerk

APPROVE:


Keith G. Bosman, Mayor

SUB-GRANTEE AGREEMENT

THIS AGREEMENT, is entered into on the ___ , day of _____ 2010, by and between **Kenosha Area Family & Aging Services** (hereinafter referred to as the "CONTRACTOR"), and the City of Kenosha, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

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

I. **RETENTION OF SERVICES.** The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth, all in accordance with the terms and conditions of this Contract to begin no earlier than **January 1, 2010**, and continue through **December 31, 2010**.

II. **USE OF FUNDS AND COMPENSATION.**

A. Use of Funds

The CONTRACTOR agrees that all funds received pursuant to this Agreement shall be used in accordance with the CITY and U.S. Department of Housing and Urban Development regulations. Said funds shall be used for funding of the **Volunteer Transportation Service** in accordance with Exhibit A "Budget" and Exhibit B "Scope of Services" (Action Plan) attached hereto.

B. Compensation

The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract the maximum sum of **\$5,000.00** inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensations to be paid hereunder exceed said maximum sum for all of the services required.

C. Program Income

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

III. **DELIVERABLE ITEMS.**

A. Financial Information and Reports

1. Through the Department of City Development of the City of Kenosha, hereinafter referred to as "DEPARTMENT", the CONTRACTOR shall report to the CITY all costs incurred under this Agreement through Monthly Activity Reports and Financial Reports. Such reports shall be in the format provided to the CONTRACTOR by the DEPARTMENT and shall be provided to the DEPARTMENT on a due date that is no later than 30 days following the end of the previous calendar month. In the CITY's discretion, the CITY may accept a report required hereunder after the 30 days but in no event shall the CITY reimburse CONTRACTOR for any expense on a report provided to the DEPARTMENT 90 days after the end of the due date.

2. The CONTRACTOR shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles, procedures and regulations as deemed necessary by the CITY. Such records shall be maintained by qualified personnel and in a timely manner.
3. Through the DEPARTMENT, the CONTRACTOR shall provide to the CITY copies of all subcontracts executed under this Agreement as they become available.
4. Through the DEPARTMENT, the CONTRACTOR shall report to the CITY the source and amount of all non-Community Development Block Grant funds utilized in the performance of project activities.
5. All reports, studies, analysis, memoranda and related data and materials as may be developed during the performance of this Contract shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that he will not, without prior written approval by the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided.
6. If the CONTRACTOR receives funds from any source other than from this Agreement, a separate account must be established and used for all monies received under this Agreement. CONTRACTOR shall not co-mingle the funds provided under this Agreement with any other funds, revenue or monies, which are in the CONTRACTOR'S possession or to which the CONTRACTOR is entitled. Any funds received as return of costs or as income generated from activities funded by this Agreement are the property of the CITY and are to be transmitted to the CITY promptly unless otherwise agreed upon.

B. Performance/Compliance Information

The CONTRACTOR shall assist the DEPARTMENT and the CITY in collecting and maintaining such information as required by the Department of Housing and Urban Development and/or the DEPARTMENT periodically and in such manner as determined by the CITY and the CITY shall be required to effectively and efficiently report such information to HUD.

The Performance/Compliance Information includes, but is not necessarily limited to, the following:

1. Demographic data on the population benefited from project activity;
2. Relocation data;
3. Housing stock/assistance data;
4. Environmental data, notices, statements and studies;
5. Equal opportunity, affirmative action, employment, fair housing and entrepreneurial data; and
6. Public involvement/citizen participation data.

C. Reporting Requirements

The CONTRACTOR shall maintain, in conjunction with the DEPARTMENT, an evaluation reporting system, in such manner and form as determined by the DEPARTMENT, utilizing the programmatic and fiscal data gathered through the operation of the project to demonstrate the project's impact on the CITY. The following reports will be submitted no later than 30 days following the end of the previous calendar month.

1. Monthly Narrative (Exhibit D);
2. Monthly Client Profile Report (Exhibit E); and
3. Other quantifiable or qualitative data that illustrates the social or physical impact of the project's activities.

D. Audit (Applies to contractors expending \$300,000 or more in Federal funds during a fiscal year.)

1. The CONTRACTOR agrees to supply the CITY with a certified audit report performed in compliance with the auditing standards of the U.S. Department of Housing and Urban Development.
2. The CONTRACTOR agrees to comply with the City and Federal audit requirements contained in the Office of Management and Budget Circular A-133 which requires that non profit organizations expending \$300,000 or more in federal funds in a fiscal year must secure an audit. Agencies should, to the extent feasible, procure their audits from small local minority and women-owned businesses.

Audited Financial Statement (Applies to contractors expending less than \$300,000 in Federal funds during a fiscal year.)

1. The CONTRACTOR agrees to supply the CITY with audited financial statements prepared by a Certified Public Accountant.

IV. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of this Agreement by all parties of interest, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Contract, but in any event, all of the services required hereunder shall be completed no later than 12/31/10 which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to amend, modify, change, correct or expand there on until the Contract is fully completed.

V. CONDITIONS OF PERFORMANCE AND COMPENSATION.

A. Performance

The CONTRACTOR agrees that the performance of CONTRACTOR'S work, services and the results here from, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

B. Place of Performance

The CONTRACTOR shall conduct CONTRACTOR'S services as required under the terms and conditions of this Contract at such place or places as is necessary, which will enable the CONTRACTOR to fulfill CONTRACTOR'S obligations under this Contract.

C. Additional Fringe or Employee Benefits

The CONTRACTOR shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.

D. Taxes, Social Security and Government Reporting

Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.

E. Subcontracting

1. The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the CITY.
2. The CONTRACTOR shall follow "Procurement Standards" of OMB Circular A-110 when subcontracting.
3. Any contract funded under this Agreement shall be submitted to the DEPARTMENT for review and approval prior to its execution.
4. In the event CONTRACTOR is a private non-profit or neighborhood-based non-profit organization, or a local development or small business investment corporation, CONTRACTOR is required to comply with the procurement procedures of Office of Management & Budget (OMB) Circular A-110 and A-122 (incorporated herein by reference) and available upon request for the procurement of supplies and services in connection with activities funded under this Agreement.

VI. METHOD OF PAYMENT. The CITY agrees that subsequent to the full and complete performance of this Contract and satisfactory performance of the services in accordance with Exhibit B set forth herein and approval thereof by the DEPARTMENT, to pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the CITY shall prevail. The conditions of payment are as follows: compensation for services required under this Contract shall be contingent upon each activity being reviewed for approval by Jeffrey B. Labahn or designee thereof of the CITY and subsequently approved for payment. Requests for payment shall be made on the Sub-Recipients Invoice Form (Exhibit F).

A. Cost Incurred

1. If not otherwise restricted by Federal, State or local statutes, regulations or procedures, the CONTRACTOR may incur cost for the service described in Exhibit B, provided such costs are allowable under Section 24 CFR 570.603 of the HUD regulations and reimbursements made through the applicable CITY procedures or as may be prescribed by the City Finance Director.

B. Payment Policies and Procedures

1. The CITY agrees to compensate the CONTRACTOR for those services taken and completed as described in Exhibit B, where costs have been expended as detailed and approved by the DEPARTMENT and the Office of the Finance Director.
2. It is the policy of the CITY that the CONTRACTOR shall be compensated on a reimbursement basis; however, advances may be authorized at the discretion of the DEPARTMENT Director in such manner and at such times as prescribed by the City Finance Director. In compliance with procedures promulgated by the DEPARTMENT and the Office of the Finance Director, the CITY shall make payment under this Agreement upon presentation of an appropriate requisition for reimbursement by the CONTRACTOR. Periodically, as determined by DEPARTMENT and the Office of the Finance Director, the CONTRACTOR shall submit to the DEPARTMENT, in such form and detail as required by the DEPARTMENT and the Office of the Finance Director,

such documents and financial reports considered necessary by the DEPARTMENT and the Office of the Finance Director to support said requisition for reimbursement as to expenditure incurred by the CONTRACTOR in the performance of this Agreement and claimed to constitute allowable costs.

C. Reversion of Funds and Assets

1. All funds not expended or incurred by the CONTRACTOR pursuant to this Agreement and approved by the DEPARTMENT and the Office of the Finance Director for the services described in Exhibit B shall automatically revert to the CITY and shall not accumulate as project funds unless specifically authorized by the DEPARTMENT Director.
2. Upon expiration of this Agreement, the CONTRACTOR shall transfer to the CITY any CDBG funds on hand at the time of expiration of said contract and any accounts receivable attributable to the use of CDBG funds.
3. Any real property acquired or improved by the CONTRACTOR in whole or in part with CDBG funds in excess of \$25,000.00, shall be used either to address the stated objectives in Exhibit B or disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributed to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

VII. DEFENSE OF SUITS. In case any action in court is brought against the CITY or any of its officers, agents or employees for the failure, omission or neglect of the CONTRACTOR to perform any of the covenants, acts, matters or things by this contract undertaken, or for injury or damage caused by the alleged negligence of the CONTRACTOR, its officers, agents or employees, the CONTRACTOR shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, decrees, claims or attorney fees arising out of such action. The CITY shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR'S insurer, and upon such tender it shall be the duty of the CONTRACTOR or CONTRACTOR'S insurer to defend such claim or action without cost or expense to the CITY or its officers, agents or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.

VIII. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the CONTRACTOR at:

*Kenosha Area Family & Aging Services
7730 Sheridan Road
262.658.3508, Ext. 111
Attention: Gary Brown*

and to the CITY at:

*Department of City Development
625 52nd Street, Room 308
Kenosha, WI 53140
Attention: Jeffrey B. Labahn*

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

IX. REGULATIONS. CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.

X. ENFORCEMENT.

A. Remedies for Noncompliance

If the CONTRACTOR materially fails to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the City may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by the CITY.
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate this Agreement.
4. Withhold further awards for the program described in this Agreement.
5. Take other remedies that may be legally available.

B. Hearings, Appeals

In taking an enforcement action, the City will provide the CONTRACTOR with notice of violation and an opportunity for a hearing before the CDBG Subcommittee with an opportunity for an appeal to the Common Council of the City of Kenosha.

C. Effects of Suspension and Termination

Costs of CONTRACTOR resulting from obligations incurred by the CONTRACTOR during a suspension or after termination of an award are not allowable unless the CITY expressly authorizes them in the notice of suspension or termination or subsequently. Other CONTRACTOR costs during suspension or after termination that are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by the CONTRACTOR before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable, and,
2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension

The enforcement remedies identified in this section, including suspension and termination, do not preclude CONTRACTOR from being subject to "Debarment and Suspension" under E.O. 12549 (see SS. 85.35).

XI. TERMINATION FOR CONVENIENCE. Except as provided in Section X, awards may be terminated in whole or in part only as follows:

- A. By the CITY with the consent of the CONTRACTOR in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- B. By the CONTRACTOR upon written notification to the CITY setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety under either Section X or paragraph (1) of this section.
- XII. CHANGES. The CITY may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to the Contract.
- XIII. PERSONNEL.
- A. The CONTRACTOR represents that he/she has or will secure at his/her own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. If any work or services are subcontracted, it shall be specified in written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the CONTRACTOR, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.
- XIV. ASSIGNABILITY. The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of the CITY. Provided, however, that claims for money due or to become due the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CITY.
- XV. RECORDS.
- A. Establishment and Maintenance of Records
- Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three (3) years after receipt of the final payment under this Contract.
- B. Documentation of Costs
- All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of

other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

- XVI. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the CITY or such agency for examination all of its records with respect to all matters covered by this Contract and will permit the CITY of such agency and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.
- XVII. CONFLICT OF INTEREST. The CONTRACTOR shall comply with the terms and conditions of the "Conflict of Interest Requirements" as delineated in Exhibit C attached and incorporated herein.
- XVIII. DISCRIMINATION PROHIBITED.
- A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex orientation, sex or national origin, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex orientation, sex or national origin. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved, setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex orientation, sex or national origin.
- B. No person in the United States shall, on the grounds of race, color, sex orientation, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract, so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- XIX. WITHHOLDING OF SALARIES. If in the performance of this Contract there is any underpayment of salaries by the CONTRACTOR or by any subcontractor thereunder, the CITY shall withhold from the CONTRACTOR out of payments due to him, an amount sufficient to pay to employees underpaid, the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the CITY for and on account of the CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.
- XX. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES. Claims and disputes pertaining to salary rates or to classifications, if any, performing work under the Contract shall be promptly reported in writing by the CONTRACTOR to the CITY for the latter's decision, which shall be final with respect thereto.

XXI. OTHER PROVISIONS.

- A. Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Contract may be utilized by the CITY in such manner and purpose as the CITY desires or determines without permission or approval of the CONTRACTOR or compensation to the CONTRACTOR therefor, other than herein provided.
- B. The word "CONTRACTOR" means a person or an entity, whether public or private, that enters into contract with the CITY, and whenever the word "CONTRACTOR" appears in Part II attached hereto, it means the same and is synonymous with "CONTRACTOR" as it appears in Part I of this Contract.
- C. The CONTRACTOR shall comply with the requirements of the following Circulars which are available from the City upon request:
1. OMB Circular No. A-122 "Cost Principles for Non Profit Organizations".
 2. OMB Circular No. A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations".
 3. OMB Circular No. A-133 "Audits of Institutions of Higher Education and Other Non-Profit Organizations".
- D. The CONTRACTOR shall carry out each activity in compliance with all Federal laws and regulations described in Sub-part K of the CDBG Regulations except that:
1. The CONTRACTOR does not assume the City's environmental responsibilities described at Section 570.604 of the CDBG Regulations;
 2. The CONTRACTOR does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- E. Any publicity generated by CONTRACTOR for the project funded pursuant to this Agreement or for one year thereafter, will make reference to the contribution of the City of Kenosha in making the project possible. The words "City of Kenosha" will be explicitly stated in any and all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

XXII. CERTIFICATION FOR THE CDBG ENTITLEMENT PROGRAM PROHIBITION OF USE OF FEDERAL FUNDS FOR LOBBYING.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contractor, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

XXIII. PART II INCLUSION. This contract consists of this Part I; however, whenever federal assistance, aids or grants are used in whole or in part for the procurement of the services hereinbefore described or used for the purposes set forth in this Contract; this Part I is subject to the provisions of Part II hereof applicable and in such event, Part II is specifically made a part of this Contract as though set forth herein in full.

Part II is Attached X

Not Applicable

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have caused this Contract to be executed for and on their respective behalf as of the dates hereinafter set forth.

CITY OF KENOSHA,
A Municipal Corporation

CONTRACTOR

By: _____
Mayor Keith G. Bosman

By: _____
Board President

Countersigned:

Countersigned:

By: _____
Michael Higgins, Clerk/Treasurer/Assessor

By: _____

Date: _____

Date: _____

PART II

TERMS AND CONDITIONS FOR FEDERAL ASSISTANCE, AID OR GRANTS

- I. DEFINITIONS. As used in this Contract:
- A. "CITY" means the City of Kenosha, a Wisconsin municipal corporation.
 - B. "CONTRACTOR" means an entity, whether public or private, that furnishes to the CITY the services referred to in Part I.
- II. SPECIAL REQUIREMENTS. If Federal Community Development Block Grant Funds are involved, then any unused funds under this Contract may be suspended or terminated upon the following:
- A. The CITY'S refusal to further participate in the Community Development Block Grant Program; or
 - B. The suspension or termination of the Community Development Block Grant Funds to the CITY under a federal or state act.
- III. IDENTIFICATION OF DOCUMENTS. All reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use, shall contain the following information on the front cover of title page (or in the case of maps, in an appropriate block): Name of agency, month and year of preparation, name of the CONTRACTOR and the following notation covering federal assistance.
- The preparation of this report, map, document, etc. was financed in part through a grant from the **Department of Housing and Urban Development, under the provisions of Title I of the Housing and Community Development Act of 1974 (as amended)** (e.g., the Department of Housing and Urban Development under the provisions of Title I of the Housing and Community Development Act of 1974, or other, as the case may be.)
- IV. INTEREST IN CERTAIN FEDERAL OFFICIALS. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or any benefit to arise therefrom.
- V. OPPORTUNITIES FOR RESIDENTS. In all work made possible by or resulting from this Contract, affirmative action will be taken to ensure that low and moderate income residents are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by low and moderate income residents are to the greatest extent feasible awarded contracts.
- VI. COPYRIGHTS. If this Contract results in book or other copyrightable materials, the author is free to copyright the work, but the appropriate federal agency involved reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all copyrighted material and all materials which can be copyrighted.
- VII. PATENTS. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the appropriate federal agency involved for determination by it as to whether patent production on such invention or discovery shall be sought and how the rights in the invention or discover, including rights under any patent issued thereupon, shall be disposed of and administered, in order to protect the public interest.
- VIII. POLITICAL ACTIVITY PROHIBITED. None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or further the election or defeat of any candidate for public office.

- IX. LOBBYING PROHIBITED. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.
- X. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS. No person employed in the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.
- XI. ANTI-KICKBACK RULES. The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts, if any, covering work under this Contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required by subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
- XII. LABOR STANDARDS PROVISION. The CONTRACTOR shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provision of the Contract.
- XIII. LEAD-BASED PAINT. § 570.611 - If the Contract involves construction or rehabilitation of residential structures with assistance provided under this Agreement, it is subject to the lead-based paint regulations set forth in 24 CFR 35, Sub-part B.
- IV. "Section 3" OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701(u))
- A. Any work to be performed under this Contract that is on a project assisted under a program providing direct federal assistance from the Department of Housing and Urban Development is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. Any such work requires that the parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, set forth in 24 CFR 135, and all applicable rules and orders of the CITY issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- C. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Department of Housing and Urban Development, 24 CFR 135. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provision of Section 3, the regulations set forth in 24 CFR 135 and all

applicable rules and orders of the CITY issued thereunder prior to the execution of the Contract shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its successors and assigns to those sanctions specified by the grant or loan.

- XV. EXECUTIVE ORDER 11246, ETC. During the performance of this Contract, the CONTRACTOR agrees as follows:
- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex orientation, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment with regard to their race, color, religion, sex orientation, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - B. The CONTRACTOR will, in all solicitation or advertisement for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex orientation, sex or national origin.
 - C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The CONTRACTOR will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.
 - F. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clause of this Contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 or September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
 - G. The CONTRACTOR will include the portion of the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in every subcontract or purchase order, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

(Exhibit A)

BUDGET

**Kenosha Area Family & Aging Services
Volunteer Transportation Service**

Mileage Reimbursement for Volunteer Drivers.....	\$5,000.00
TOTAL.....	\$5,000.00

(Exhibit B)

SCOPE OF SERVICES

Kenosha Area Family & Aging Services
Volunteer Transportation Service

A. General Description of Services

1. Utilize funds for mileage reimbursement of the volunteers that provide rides to medical appointments and other essential activities for frail elderly and disabled persons who do not drive and have difficulty using City buses or wheel chair accessible vans.
2. The following goals shall result in the use of the funds:
 - a. 200 frail elderly and disabled persons will have increased access to community health and social services.
 - b. 90 volunteer drivers will provide rides for frail elderly and disabled persons to community health and social services.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*

C. Measurable Outcomes (*An Annual Survey of Riders and Drivers will be conducted to determine satisfaction with the program.*)

1. 100% of the riders will be satisfied with the services.
2. 100% of the drivers will be satisfied with volunteer management services.
3. 100% of the riders will report that their access to the services has been improved.
4. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

(Exhibit C)

CONFLICT OF INTEREST REQUIREMENTS

The Contractor hereby agrees to comply with provisions of 24 CFR 570.611 and Sec. 946.13 Wisconsin Statutes regarding Conflict of Interest.

Among the major requirements are the following:

1. Applicability.
 - a) In the procurement of supplies, equipment, construction, and services by recipients, and by sub-recipients (including those specified at SS570.204(c)1, the Conflict of Interest provisions in 24 CFR 85.36 and OMB Circular A-110, respectively, shall apply.
 - b) In all cases not governed by 24 CFR 85.36 and OMB Circular A-110, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or sub-recipients, to individuals, businesses, and other private entities under eligible activities which authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to SS570.202 or grants, loans and other assistance to businesses, individuals or other private entities pursuant to SS570.203, 570.204 or 570.455).
2. Conflicts Prohibited. Except for approved eligible administrative or personnel costs, the general rule is that no persons described in paragraph 3 below who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract or agreement either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
3. Persons Covered. The Conflict of Interest provisions of paragraph 2 of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or subrecipients which are receiving funds under this part.
4. Exceptions: Threshold Requirements. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph 2 of this section on a case-by-case basis when it determines that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. An exception may be considered only after the recipient has provided the following:
 - a) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure on the conflict and a description of how the public disclosure was made; and
 - b) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.
5. Factors to be Considered for Exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph 4 of this section, HUD shall consider the cumulative effect of the following factors, where applicable:
 - a) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
 - b) Whether an opportunity was provided for open competitive bidding or negotiation;

- c) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - d) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
 - e) Whether the interest or benefit was present before the affected person was in a position as described in paragraph 2 of this section;
 - f) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - g) Any other relevant considerations.
6. Local Enforcement and Monitoring of the Conflict of Interest Regulations. The following list of requirements in no way relieves the grantee from their CDBG contract responsibilities and requirements; however, in order for the CDBG Office to more effectively monitor CDBG grantees' enforcement of, and compliance with, the Federal requirements regarding conflict of interest, the City of Kenosha Community Development Block Grant Office will require the following:
- a) Each Grantee must submit a list of their Board of Directors, and maintain on-site membership lists of any business interests in which the Board or subcommittee members have substantial or controlling financial interest.
 - b) Contractor shall:
 - i) Explain to its Board or appropriate policy group, and any subcommittee, the federal requirements regarding Conflict of Interest and each Board member's responsibilities and rights under those regulations.
 - ii) Distribute a copy of this Attachment to each Board member, subcommittee member, potential loan recipient, supplier or contractor.
 - iii) Maintain, on site, copies of the minutes from each Board meeting, Loan or Committee meeting, or any meeting at which the investment or use of CDBG funds is discussed.
 - iv) Incorporate into each loan or information package, application, contract, and closing documents, a full copy of the Conflict of Interest regulations contained in the Subgrantee Agreement with the City of Kenosha.
 - c) The Contractor will permit the City to review the above documents (per paragraph 2 of Scope of Service) to assure compliance with the above requirements.
7. Method for Requesting Exception from Conflict of Interest Requirements. In order for the Community Development Block Grant Office to efficiently deal with a Grantee's request for an exception to the Conflict of Interest regulations, the Contractor shall submit the following to the CDBG Office prior to commitment of CDBG funds:
- a) A cover letter describing the a) perceived conflict, b) actions taken to resolve the conflict, c) certification that the Contractor has followed the methodology laid out in step 2, and d) Factors to be Considered for Exceptions (Item 5, attachment 5, of the CDBG contract).

- b) A copy of the Loan Committee and/or Board meeting minutes showing the conflict was publicly disclosed.
- c) A letter from the Contractor's attorney stating their view that a conflict does not violate State or local law.

The Contractor shall not commit any CDBG funds until the conflict has been resolved and the City has received a letter of formal exception from the Department of Housing and Urban Development. Any such commitment prior to HUD approval will not be honored by the CDBG Office.

Exhibit E
Service Provider Report Form

AGENCY: _____

PROGRAM: _____

CONTACT PERSON: _____

QUARTER: _____

DATE SUBMITTED: _____

SUBMITTED TO: _____

	JAN	FEB	MAR	YTD	APR	MAY	JUN	YTD	JUL	AUG	SEP	YTD	OCT	NOV	DEC	YTD
<u>SERVICE LEVEL</u>																
ACTIVE BEGINNING OF PERIOD				0				0				0				0
OPENED				0												
CLOSED				0												
ACTIVE END OF PERIOD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NUMBER SERVED	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<u>CASE CLOSURE REASONS</u>																
COMPLETED PROGRAM				0												
FAMILY/PARTICIPANT MOVED				0												
NON-COMPLIANCE				0												
OBJECTIVES NOT ACHIEVED				0												
OTHER REASON (specify in narrative)				0												
PLACED IN SUBSTITUTE CARE				0												
REFERRED TO ANOTHER PROGRAM				0												
RUNAWAY OR AWOL				0												
WAIVED INTO ADULT COURT				0												
TOTAL CLOSED	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<u>REFERRAL SOURCES</u>																
DEPT. OF HUMAN SERVICES				0												
OTHER COMMUNITY AGENCY				0												
SCHOOL PERSONNEL				0												
OTHER SOURCES				0												
TOTAL NUMBER OF REFERRALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<u>REFERRAL ACTIVITY</u>																
ACCEPTED INTO PROGRAM				0												
REFUSED SERVICES				0												
INELIGIBLE - DID NOT OPEN				0												
WAIT-LISTED				0												
PENDING				0												
TOTAL NUMBER OF REFERRALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

JANUARY: Enter data for EVERY participant served by your program during the month.																
FEBRUARY - DECEMBER: Enter data for NEW participants ONLY.																
	JAN ALL	FEB NEW	MAR NEW	YTD	APR NEW	MAY NEW	JUN NEW	YTD	JUL NEW	AUG NEW	SEP NEW	YTD	OCT NEW	NOV NEW	DEC NEW	YTD
<i>HOUSEHOLD COMPOSITION</i>																
TWO PARENTS				0												
SINGLE MOTHER				0												
SINGLE FATHER				0												
GRANDPARENT(S)				0												
OTHER RELATIVE				0												
OTHER				0												
TOTAL HOUSEHOLDS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>HOUSEHOLD RESIDENCE</i>																
CITY OF KENOSHA				0												
PLEASANT PRAIRIE				0												
BRISTOL				0												
PADDOCK LAKE				0												
SALEM				0												
SILVER LAKE				0												
SOMERS				0												
TREVOR				0												
TWIN LAKES				0												
OTHER				0												
TOTAL HOUSEHOLDS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

<u>HOUSEHOLD INCOME</u>																
ZERO INCOME				0												
EXTREMELY LOW				0												
VERY LOW INCOME				0												
LOW INCOME				0												
ABOVE LOW INCOME				0												
TOTAL HOUSEHOLDS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<u>GENDER (all participants)</u>																
MALE				0												
FEMALE				0												
TOTAL PARTICIPANTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<u>AGE OF CHILDREN</u>																
0-5 YEARS (<i>preschool</i>)				0												
6-10 YEARS (<i>elementary school</i>)				0												
11-13 YEARS (<i>middle school</i>)				0												
14-18 YEARS (<i>high school</i>)				0												
TOTAL CHILDREN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<u>AGE OF ADULTS</u>																
19-21 YEARS (<i>young adults</i>)				0												
22-59 YEARS (<i>adult</i>)				0												
60+ YEARS (<i>senior</i>)				0												
TOTAL ADULTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

RACE (INCLUDING HISPANIC ORIGIN)															
WHITE				0											
Hispanic Origin				0											
BLACK/AFRICAN AMERICAN				0											
Hispanic Origin				0											
ASIAN				0											
Hispanic Origin				0											
NATIVE AMERICAN				0											
Hispanic Origin				0											
AFRICAN AMERICAN & WHITE				0											
Hispanic Origin				0											
OTHER				0											
Hispanic Origin				0											
TOTAL (RACE)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL (HISPANIC ORIGIN)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Note: If the word TRUE does not appear to the right, the RACE portion of the demographics above has been completed incorrectly. Total RACE must equal the total number of participants served.

TRUE

TRUE

TRUE

TRUE

<u>SERVICE LEVEL</u>	Q1	Q2	Q3	Q4
ACTIVE BEGINNING OF PERIOD	0	0	0	0
OPENED	0	0	0	0
CLOSED	0	0	0	0
ACTIVE END OF PERIOD	0	0	0	0
NUMBER OF INDIVIDUALS SERVED	0	0	0	0

<u>CASE CLOSURE REASONS</u>	Q1	Q2	Q3	Q4
COMPLETED PROGRAM	0	0	0	0
NON-COMPLIANCE	0	0	0	0
PARTICIPANT MOVED	0	0	0	0
OTHER REASONS	0	0	0	0
TOTAL CLOSED	0	0	0	0

<u>REFERRAL SOURCES</u>	Q1	Q2	Q3	Q4
DEPT. OF HUMAN SERVICES	0	0	0	0
OTHER COMMUNITY AGENCY	0	0	0	0
SCHOOL PERSONNEL	0	0	0	0
OTHER SOURCE (specify in narrative)	0	0	0	0
TOTAL NUMBER OF REFERRALS	0	0	0	0

<u>REFERRAL ACTIVITY</u>	Q1	Q2	Q3	Q4
ACCEPTED INTO PROGRAM	0	0	0	0
REFUSED SERVICES	0	0	0	0
INELIGIBLE - DID NOT OPEN	0	0	0	0
WAIT-LISTED	0	0	0	0
PENDING	0	0	0	0
TOTAL NUMBER OF REFERRALS	0	0	0	0

Data Verification Worksheet

Number Served				
	Service Level	Gender	Race	Service Level (Qtr #'s)
Quarter 1	0	0	0	0
Quarter 2	0	0	0	0
Quarter 3	0	0	0	0
Quarter 4	0	0	0	0

Opened				
	Service Level	Referral Activity	Service Level (Qtr #'s)	Referral Activity (Qtr #'s)
Quarter 1	0	0	0	0
Quarter 2			0	0
Quarter 3			0	0
Quarter 4			0	0

Closed				
	Service Level	Case Closure Reasons	Service Level (Qtr #'s)	Referral Activity (Qtr #'s)
Quarter 1	0	0	0	0
Quarter 2		0	0	0
Quarter 3		0	0	0
Quarter 4		0	0	0

The boxes above can be used to ensure that all data has been entered correctly on all worksheets.

Check across rows within each box to ensure that all values are the same. (Example: All values for Quarter 1 in the "Number Served" box above should be same.)

Number in Household	Extremely Low Income 30%	Very Low Income 50%	Low Income 80%
1	\$14,950	\$24,850	\$39,800
2	\$17,050	\$28,400	\$45,450
3	\$19,200	\$31,950	\$51,150
4	\$21,300	\$35,500	\$56,800
5	\$23,050	\$38,350	\$61,350
6	\$24,750	\$41,200	\$65,900
7	\$26,450	\$44,050	\$70,450
8	\$28,150	\$46,900	\$75,000

(Exhibit A)

BUDGET

Boys and Girls Club of Kenosha, Inc.
Youth Mentoring Program

Salary and Fringe Benefits.....	\$17,250.00
Program Supplies.....	\$5,750.00
TOTAL.....	\$23,000.00

Program Supplies does not include:

Occupancy Expense

Staff Training

Professional Fees

(Exhibit B)

SCOPE OF SERVICES

**Boys and Girls Club of Kenosha, Inc.
Youth Mentoring Program**

A. General Description of Services

1. Utilize funds to provide a comprehensive mentoring and gang prevention program for 100 elementary and middle school youth.
2. Use of the funds will prevent gang activity, delinquency and violence by providing the following:
 - a. Offer at-risk youth core services that fulfill their adolescent developmental needs within the context of a positive pro-social peer group.
 - b. Provide a mixture of services that includes life skills, job placement, community service projects and structured after-school recreational, educational and artistic/culturally enhancing activities.
 - c. Develop structured mentoring relationships with significant contact between the mentor and the mentee where the mentee views the mentor as a role model, not as an authority figure.
 - d. Offer significant training for the mentor.
 - e. Provide oversight of the mentoring relationship.
 - f. Offer structured activities for the mentors and mentees to participate in together.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
3. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*.

C. Measurable Outcomes

1. Mentoring and gang prevention program for elementary and middle school youth
 - a. 80% of youth will develop gang resistance skills
 - b. 90% of youth will learn six tools to calm their anger
 - c. 85% of youth will develop tobacco, alcohol and drug resistance skills
 - d. 90% of youth will earn the difference between drugs and medicine
2. Report the number of persons assisted that:
 - a. Have new access to the services.
 - b. Have improved access to the services.
 - c. No longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

(Exhibit A)

BUDGET

**Bridges Community Center
Outreach Specialist**

Salary and Fringe Benefits.....\$7,000.00

TOTAL.....\$7,000.00

(Exhibit B)

SCOPE OF SERVICES

Bridges Community Center
Outreach Specialist

- A. General Description of Services
1. Utilize for funds salary and fringe benefits of an Outreach Specialist to:
 - a. Assist members who have recently received crisis stabilization at psychiatric hospitals.
 - b. Provide trained professional and paraprofessional staff to work with mentally ill adults one-on-one and in groups.
 2. The following goals shall result in the use of the funds:
 - a. Offer crisis prevention planning services to adults diagnosed with major mental illness in Kenosha County.
 - b. Reduce symptoms and severe emotional distress in the population of adults diagnosed with major mental illness in Kenosha County.
- B. Additional Provisions
1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
 2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
 3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
 4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*.
- C. Measurable Outcomes
1. Reduction in symptoms and emotional distress measured through surveys and direct reporting from mental health consumers.
 2. Report the number of persons assisted that:
 - a. Have new access to the services.
 - b. Have improved access to the services.
 - c. No longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

(Exhibit A)

BUDGET

**Carpenter's Home Improvement, Inc.
Carpentry Career & Tech Ed. Program (KUSD)**

Salary and Fringe Benefits of Journeyman Carpenter.....\$45,000.00

TOTAL\$45,000.00

(Exhibit B)

SCOPE OF SERVICES

**Carpenter's Home Improvement, Inc.
Carpentry Career & Tech Ed. Program (KUSD)**

A. General Description of Services

1. Utilize funds to provide salary and fringe benefits for journeyman carpenter for the Carpentry Career and Technical Education Program available to high school students.
2. The following goals shall result in the use of the funds:
 - a. Provide a journeyman carpenter to instruct students at the job site, overseeing all work accomplished by the students.
 - b. Provide carpenter to act as job expeditor and coordinator for subcontractors for the work the students cannot do such as plumbing and electrical.

B. Additional Provisions

1. The CONTRACTOR will document that 75% of the Journeyman's time is spend on Homebuyer and/or Grant Program Projects.
2. The City of Kenosha will document the beneficiaries of the program. (Note: 100% of projects must benefit low/moderate income persons.)

C. Measurable Outcomes

1. Completion of new homes in target areas throughout the City.
2. Success of the students in this program.

(Exhibit A)

BUDGET

**ELCA Urban Outreach Center
Job Readiness Support**

Salaries and Fringe Benefits.....	\$10,000.00
Program Supplies.....	\$2,900.00
Program Overhead.....	\$1,500.00
GED Testing.....	\$600.00
TOTAL.....	\$15,000.00

(Exhibit B)

SCOPE OF SERVICES

ELCA Urban Outreach Center
Job Readiness Support

A. General Description of Services

1. Utilize funds to provide critical human services to low-resource and homeless families in Kenosha.
2. The following goals shall result in the use of the funds:
 - a. Provide telephone, fax machine, high speed Internet and printing during week day mornings for job searches.
 - b. Provide free quality clothing via the Diaz Memorial Clothing Closet.
 - c. Provide hygiene and infant care products.
 - d. Provide emergency prescription assistance to individuals who have a co-pay they cannot afford and are seeking non-psychotropic medicine.
 - e. Provide training on the use of the Internet, Microsoft Word, basic e-mail programs, and resume writing.
 - f. Provide bus tokens and fuel cards to those who have job interviews, medical appointments or emergencies.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*.

C. Measurable Outcomes

1. Local residents will utilize the telephone, fax machine or Internet 1,000 times in their efforts to find employment, medical assistance, transportation or housing.
2. There will be 3,000 visits to the Clothing Closet.
3. 300 Kenoshans will receive bus rides to/from their job interviews or medical appointments.
4. 300 families in Kenosha will be better able to take care of their children and other family members because they have received personal care packages.
5. 140 adults will successfully use the Internet to access their W-2 accounts, apply for jobs, complete a resume, or search for basic needs.

6. 100 adults will use the Internet and Microsoft programs to access employment information, apply for jobs, or create job resumes.
7. 50 adults will work towards their GED with the goal of obtaining more gainful employment..
8. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard , or to measurably improve quality).

(Exhibit A)

BUDGET

**Kemper Center, Inc.
Ambrose Hall Door/Window Replacement**

Exterior repairs.....\$35,000.00

TOTAL.....\$35,000.00

(Exhibit B)

SCOPE OF SERVICES

**Kemper Center, Inc.
Ambrose Hall Door/Window Replacement**

A. General Description of Services

1. Utilize funds to perform preservation work for the following items on Ambrose Hall located on the Kemper Center complex at 6501 Third Avenue.
 - a. Door and Window Replacement

B. Additional Provisions

1. Rehabilitation may not occur until the CITY has completed an Environmental Review for the project.
2. The CONTRACTOR agrees to comply with all requirements of the Davis Bacon Act which is administered by the CITY. (Davis Bacon applies to any contract or subcontract in excess of \$2,000 which involves the employment of laborers for the purpose of rehabilitation.)
3. Funds used under the terms of this Agreement shall be secured by the CITY through a mortgage note and lien.
4. The CITY's mortgage note and lien shall be subordinated to financing necessary for the rehabilitation and restoration of the property located at 6301 Third Avenue.
5. Since the Kemper Center is a designated local landmark, approval of all work must be received by the State Historical Society, the National Advisory Council, and the Kenosha Historic Preservation Commission prior to the start of the renovation.

(Exhibit A)

BUDGET

**Kenosha Achievement Center, Inc.
Accessible Landing and Ramp**

Rehabilitation.....\$16,000.00

Total.....\$16,000.00

(Exhibit B)

SCOPE OF SERVICES

**Kenosha Achievement Center, Inc.
Accessible Landing and Ramp**

A. General Description of Services

1. Utilize funds for rehabilitation work at the Kenosha Achievement Center located at 1218 79th Street (Workshops and Training Facility).
 - a. Accessible landing and ramp.
2. The following goals shall result in the use of the funds:
 - a. Provide an appropriate environment for vocational rehabilitation and training of persons with disabilities.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 1. Race
 2. Income
 3. Family size
 4. If the head of the household is male or female
 5. Any other documentation required under federal provisions and local requirements.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*.
5. Rehabilitation may not occur until the CITY has completed an Environmental Review for the project.
6. The CONTRACTOR agrees to comply with all requirements of the Davis Bacon Act which is administered by the CITY. (Davis Bacon applies to any contract or subcontract in excess of \$2,000 which involves the employment of laborers for the purpose of rehabilitation.)
7. Funds used under the terms of this Agreement shall be secured by the CITY through a mortgage note and lien.
8. The CITY's mortgage note and lien shall be subordinated to financing necessary for the rehabilitation and restoration of the property located at 1218 79th Street.

C. Measurable Outcomes

1. Completion of rehabilitation work.

2. Desirable location for people to come to work and visit.
3. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

(Exhibit A)

BUDGET

**Kenosha Area Family & Aging Service
Volunteer Transportation Service**

Mileage Reimbursement for Volunteer Drivers.....	\$5,000.00
TOTAL.....	\$5,000.00

(Exhibit B)

SCOPE OF SERVICES

Kenosha Area Family & Aging Service
Volunteer Transportation Service

A. General Description of Services

1. Utilize funds for mileage reimbursement of the volunteers that provide rides to medical appointments and other essential activities for frail elderly and disabled persons who do not drive and have difficulty using City buses or wheel chair accessible vans.
2. The following goals shall result in the use of the funds:
 - a. 200 frail elderly and disabled persons will have increased access to community health and social services.
 - b. 90 volunteer drivers will provide rides for frail elderly and disabled persons to community health and social services.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*

C. Measurable Outcomes (*An Annual Survey of Riders and Drivers will be conducted to determine satisfaction with the program.*)

1. 100% of the riders will be satisfied with the services.
2. 100% of the drivers will be satisfied with volunteer management services.
3. 100% of the riders will report that their access to the services has been improved.
4. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

(Exhibit A)

BUDGET

Kenosha Human Development Services, Inc.
Rehabilitation

Rehabilitation.....\$13,100.00

TOTAL.....\$13,100.00

(Exhibit B)

SCOPE OF SERVICES

Kenosha Human Development Services, Inc.
Rehabilitation

A. General Description of Services

1. Utilize funds for rehabilitation of the kitchen in the Juvenile Shelter located at 6012 Eighth Avenue.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*

C. Measurable Outcomes

1. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

(Exhibit A)

BUDGET

**Kenosha Literacy Council, Inc.
Literacy for Life Adult Education Program**

Salary and Fringe Benefits.....	\$4,000.00
Program Supplies.....	\$1,000.00
TOTAL.....	\$5,000.00

(Exhibit B)

SCOPE OF SERVICES

Kenosha Literacy Council, Inc.
Literacy for Life Adult Education Program

A. General Description of Services

1. Utilize funds for standardized testing supplies and 250 hours of additional staff time (salary and fringe benefits) to administer a minimum of 425 pre and/or post tests.
2. Staff time will also be spent training volunteer tutors to administer the standardized tests.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*

C. Measurable Outcomes

1. 425 students will take the Council's standardized literacy test.
2. 100% of the students who participate in at least 60 hours of instruction will increase one literacy level.
3. Report the number of persons assisted that:
 - a. Have new access to the services.
 - b. Have improved access to the services.
 - c. No longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

(Exhibit A)

BUDGET

Kenosha Senior Citizens Council Inc.
Masonry Wall Repairs/Mold Remediation

Masonry Wall Repairs	\$20,000.00
TOTAL.....	\$20,000.00

(Exhibit B)

SCOPE OF SERVICES

Kenosha Senior Citizens Council Inc.
Masonry Wall Repairs/Mold Remediation

A. General Description of Services

1. Utilize funds for rehabilitation work at the Senior Citizen Center located at 2717-67th Street
 - a. Masonry wall repairs to include tuck-pointing, caulking, patching and pressure washing.
2. The following goals shall result in the use of the funds:
 - a. Provide an appropriate environment for the services, programs and educational opportunities of the elderly population.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*.
5. Rehabilitation may not occur until the CITY has completed an Environmental Review for the project.
6. The CONTRACTOR agrees to comply with all requirements of the Davis Bacon Act which is administered by the CITY. (Davis Bacon applies to any contract or subcontract in excess of \$2,000 which involves the employment of laborers for the purpose of rehabilitation.)
7. Funds used under the terms of this Agreement shall be secured by the CITY through a mortgage note and lien.
8. The CITY's mortgage note and lien shall be subordinated to financing necessary for the rehabilitation and restoration of the property located at 2717-67th Street.

C. Measurable Outcomes

1. Completion of rehabilitation work.

2. Desirable location for people to come to work and visit.
3. Report the number of persons assisted that:
 - a. Have new access to the services.
 - b. Have improved access to the services.
 - c. No longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

(Exhibit A)

BUDGET

**Kenosha YMCA
Frank Neighborhood Project**

Salary and Fringe Benefits.....	\$15,000.00
Direct Program Costs.....	\$10,000.00
TOTAL.....	\$25,000.00

Direct Program costs does not include:

- Facility Rental*
- Travel/Transportation*
- Office Expense*
- Training*

(Exhibit B)
SCOPE OF SERVICES

Kenosha YMCA
Frank Neighborhood Project

A. General Description of Services

1. Utilize funds to provide:
 - a. Life skills training
 - b. Relationship development
 - c. Improve environment
2. Funds reimbursed under the terms of this Agreement are to be used to cover costs of providing services to 175 individuals.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*.

C. Measurable Outcomes

1. Increase the number of developmental assets experienced by the youth.
2. Develop a support network with families to provide education and advocacy by scheduling at least two (2) home visits per week and organizing parental trainings.
3. Improve school attendance, reduce school behavior problems and reduce the incidence of crime.
4. Report the number of persons assisted that:
 - a. Have new access to the services.
 - b. Have improved access to the services.
 - c. No longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

(Exhibit A)

BUDGET

Lemon Street Gallery and ArtSpace, Inc.
Union Park WiFi

WiFi Access Point (2).....\$4,633.000

TOTAL.....\$4,633.00

(Exhibit B)

SCOPE OF SERVICES

Lemon Street Gallery and ArtSpace, Inc.
Union Park WiFi

- A. General Description of Services
 - 1. Utilize funds to purchase and install roof-mounted equipment to provide two access points for WiFi interface service.
- B. Additional Provisions
 - 1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of the service area be of low-to- moderate income.
 - 2. The installation of the access points shall be installed in a manner to benefit Census Tract 3 Block Groups 3 and 4 which is 52.01% low-to moderate income.
 - 3. Installation of the access points shall be within the radius show on the attached map.
- C. Measurable Outcomes
 - 1. Up to 800 individuals will have access.
 - 2. 100 unique users the first year.
 - 3. Report the number of persons assisted that:
 - a. Have new access to the services.
 - b. Have improved access to the services.
 - c. No longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

(Exhibit A)

BUDGET

**New Song Ministries, Inc.
Services to Reduce Recidivism**

Salary and Fringe Benefits for Direct Services Facilitator.....\$5,000.00

TOTAL.....\$5,000.00

(Exhibit B)

SCOPE OF SERVICES

New Song Ministries, Inc.
Services to Reduce Recidivism

A. General Description of Services

1. Utilize funds to salary and fringe benefits for a Direct Services Facilitator to implement a program to help men and women coming out of jails and prisons successfully transition back into the community.
2. The following goals shall result in the use of the funds to provide:
 - a. Evaluate what mix of service providers and clients will maximize successful community re-entry and reduce recidivism.
 - b. An increased chance for successful re-integration back into the community.
 - c. Assistance in finding employment.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*.

C. Measurable Outcomes

1. Increase the length of stay in the community without revocation.
2. Level of and promotion in employment.
3. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

(Exhibit A)

BUDGET

The Potter's Center
Services to Strengthen Family Culture

Salary and Fringe Benefits.....	\$4,000.00
Program materials.....	\$2,000.00
TOTAL.....	\$6,000.00

(Exhibit B)

SCOPE OF SERVICES

The Potter's Center
Services to Strengthen Family Culture

A. General Description of Services

1. Utilize funds to educate families in what makes a successful family. The program facilitator will:
 - a. Train and recruit families to become mentors for other families
 - b. Provide guidance on:
 - 1) How to make the most of single life or single parenting
 - 2) Simple strategies for money management
 - 3) How to divorce-proof a marriage
 - 4) The importance of training and discipline through all stages of childhood
 - 5) Healthy eating
 - 6) The value of humor and adaptability
 - 7) How to overcome the damaging affects of abuse
 - 8) Addiction and suicide
 - 9) How to establish proper priorities
 - 10) How to strive for better education

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*

C. Measurable Outcomes

1. Twenty (20) families will participate in one or more of the educational sessions and/or family activities for the purpose of sustaining a living environments.
2. Ten (10) families will participate in home based family support groups for improving a more suitable living environment through family guidance and support.
3. Five (5) families will participate in home visitation for improving parenting skills on a closer look.
4. Twenty-five (25) families will receive emergency needed items.
5. Four (4) families will receive training to become family mentors and willing to volunteer two (2) to four (4) hours per week.

6. Thirty (30) family members will participate in a youth group activity.
7. Twenty (20) mothers and twenty (20) fathers will participate in support groups.
8. Twenty (20) adults will participate in adult education such as GED, ESL.
9. Report the number of persons assisted that:
 - a. Have new access to the services.
 - b. Have improved access to the services.
 - c. No longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality)

(Exhibit A)

BUDGET

**Racine/Kenosha Community Action Agency
Roof Replacement**

Roof Replacement	\$33,000.00
TOTAL	\$33,000.00

(Exhibit B)

SCOPE OF SERVICES

Racine/Kenosha Community Action Agency
Roof Replacement

A. General Description of Services

1. Utilize funds for rehabilitation work at the Community Action Agency 2000-63rd Street:
 - a. Roofing replacement.
2. The following goals shall result in the use of the funds:
 - a. Provide an appropriate environment for the services, and programs (health and nutrition program and rent assistance program) provided by the Community Action Agency.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*.
5. Rehabilitation may not occur until the CITY has completed an Environmental Review for the project.
6. The CONTRACTOR agrees to comply with all requirements of the Davis Bacon Act which is administered by the CITY. (Davis Bacon applies to any contract or subcontract in excess of \$2,000 which involves the employment of laborers for the purpose of rehabilitation.)
7. Funds used under the terms of this Agreement shall be secured by the CITY through a mortgage note and lien.
8. The CITY's mortgage note and lien shall be subordinated to financing necessary for the rehabilitation and restoration of the property located at 2000-63rd Street.

C. Measurable Outcomes

1. Completion of rehabilitation work.

2. Desirable location for people to come to work and visit.
3. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

(Exhibit A)

BUDGET

Boy Scouts of America – Southeast Wisconsin Council, Inc.
After School Cub Scout Program

Registration Fee.....	\$765.00
Cub Scout Book.....	\$450.00
Cub Scout Uniform (Shirt).....	\$1,250.00
Program Literature.....	\$1,000.00
Salary Program, Leader.....	\$1,000.00
Camp out.....	\$535.00
TOTAL.....	\$5,000.00

Program Supplies does not include:

Occupancy Expense

Staff Training

Professional Fees

(Exhibit B)

SCOPE OF SERVICES

Boy Scouts of America – Southeast Wisconsin Council, Inc.
After School Cub Scout Program

A. General Description of Services

1. Utilize funds to establish an after school Cub Scout Program at Edward Bain School of Language and Arts (EBSOLA) benefiting a total of 50 youth.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*.

C. Measurable Outcomes

1. The participants immediate success will be measured in Scouting by their ability to advance through the ranks of Cub Scouting, attending events and camp and successfully working with the group.
2. Success in school and community by the participants will be a measure of the success of the overall program
3. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

(Exhibit A)

BUDGET

**Shalom Center
Emergency Family Shelter Program**

Salary and Fringe Benefits of staff providing services.....\$25,000.00

TOTAL.....\$25,000.00

(Exhibit B)
SCOPE OF SERVICES

Shalom Center
Emergency Family Shelter Program

A. General Description of Services

1. Utilize funds to provide shelter at the Family Shelter (1713 62nd Street) to families that do not have housing.
2. Provide a range of services that include:
 - a. Intensive case management
 - b. Education/training in money management
 - c. Parenting skills
 - d. Job and housing search
 - e. Behavior management
 - f. Medical Services
 - g. Children's medical program
3. Develop with each family, a treatment plan with specific goals and objectives to be accomplished that will move the family to independent living and establish linkages for long-term support and assistance.
4. Assist with establishing linkages to agencies that can provide services to meet family needs on an ongoing long term basis.
5. Enroll or maintaining children in school and provide additional training in the after school educational classroom.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*.

C. Measurable Outcomes

1. 70% of clients will acquire housing.
2. 85% of clients will gain income/income base.
3. 25% of adult clients will increase their educational level.
4. 90% of children in the after-school program will increase their educational level.
5. Report the number of persons assisted that:
 - a. Have new access to the services.
 - b. Have improved access to the services.
 - c. No longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

(Exhibit A)

BUDGET

**Spanish Center
Community Services and Translations**

Salary and Fringe Benefits of Community Outreach Coordinator.....\$5,000.00

TOTAL.....\$5,000.00

(Exhibit B)

SCOPE OF SERVICES

Spanish Center
Community Services and Translations

A. General Description of Services

1. Utilize funds for salary and fringe benefits of the Community Services and Translation Program.
2. The following goals shall result in the use of the funds:
 - a. 275 individuals will receive translation and interpretation services.
 - b. Increase services for referral clients to other community resources and/or advocates.
 - c. Provide interpretation services to community agencies.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*

C. Measurable Outcomes

1. Over the course of one year, 247 of 275 (90%) clients will report obtaining new knowledge about community resources.
2. Over the course of one year, 247 of 275 (90%) clients will report obtaining new knowledge about educational services provided by the Spanish Center.
3. Over the course of one year, 247 of 275 (90%) clients will report obtaining new knowledge about translation/interpretation services provided by the Spanish Center.
4. Over the course of one year, 220 of 275 (80%) clients will report using at least one resource in the community.
5. Over the course of one year, 220 of 275 (80%) clients will report using at least one educational service offered by the Spanish Center.

6. Over the course of one year, 220 of 275 (80%) clients will report using translations/ interpretation services offered by the Spanish Center.
7. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality)

(Exhibit A)

BUDGET

**Urban League of Racine/Kenosha, Inc.
Second Floor Classroom/Office Construction**

Classroom/Office Rehabilitation\$30,000.00

TOTAL.....\$30,000.00

(Exhibit B)

SCOPE OF SERVICES

Urban League of Racine/Kenosha, Inc.
Second Floor Classroom/Office Construction

A. General Description of Services

1. Utilize funds for second floor rehabilitation work at the Urban League 1418-68th Street
 - a. Contractor labor/supplies for second floor classroom and office
 - b. Contractor labor/supplies for second floor kitchen and bathroom
2. The following goals shall result in the use of the funds:
 - a. Provide an appropriate environment for the services and programs of the Pre-Apprenticeship Training Program provided by the Urban League.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*.
5. Rehabilitation may not occur until the CITY has completed an Environmental Review for the project.
6. The CONTRACTOR agrees to comply with all requirements of the Davis Bacon Act which is administered by the CITY. (Davis Bacon applies to any contract or subcontract in excess of \$2,000 which involves the employment of laborers for the purpose of rehabilitation.)
7. Funds used under the terms of this Agreement shall be secured by the CITY through a mortgage note and lien.
8. The CITY's mortgage note and lien shall be subordinated to financing necessary for the rehabilitation and restoration of the property located at 1418-68th Street..

C. Measurable Outcomes

1. Completion of rehabilitation work.
2. Desirable location for people to come to work and visit.
3. Report the number of persons assisted that:
 - a. Have new access to the services.
 - b. Have improved access to the services.
 - c. No longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

(Exhibit A)

BUDGET

**Urban League of Racine and Kenosha, Inc.
Pre-Apprenticeship Training Program**

Salary and Fringe Benefits.....\$5,005.00

TOTAL.....\$5,005.00

(Exhibit B)

SCOPE OF SERVICES

**Urban League of Racine and Kenosha, Inc.
Pre-Apprenticeship Training Program**

A. General Description of Services

1. Utilize funds to provide apprenticeship training to ____ low-to-moderate income residents.
2. The services provided under the Pre-Apprenticeship Training Program will be:
 - a. Tutor pre-apprenticeship participants in basic skills required to successfully complete apprenticeship tests for a variety of construction trades (i.e., laborer, carpenter or electrician).
 - b. Problem solving with an emphasis on Math as it pertains to the building trades, including linear measurements, fractions, whole numbers, decimals, area, ratios and proportions as well as an introduction to basic geometry and algebra..
3. Utilize funds to administer a Math refresher course for individuals preparing to take an employment exam with a Math component or the Test of Adult Basic Education (TABE).

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*.
5. The Urban League will connect low income residents and families to various services available at the Kenosha County Job Center (KCJC).
6. The Urban League shall provide informational brochures, presentations and door to door outreach which will focus on providing detailed information about public assistance and employment assistance.

C. Measurable Outcomes

1. No less than 75% of the participants that begin the skills training will complete the training.
2. At least ____ of the ____ participants will successfully complete the skills training module.
3. No less than 70% of participants completing the skills training will obtain employment, of which 50% will be in the construction industry.

4. Report the number of persons assisted that:
 - a. Have new access to the services.
 - b. Have improved access to the services.
 - c. No longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

(Exhibit A)

BUDGET

**Walkin' In My Shoes
Survival Backpack Street Outreach Program**

Survival Backpack Supplies.....\$5,000.00

TOTAL.....\$5,000.00

(Exhibit B)

SCOPE OF SERVICES

Walkin' In My Shoes
Survival Backpack Street Outreach Program

A. General Description of Services

1. Utilize funds to purchase supplies needed to assemble survival backpacks for homeless individuals.
2. Items eligible to be purchased are:
 - a. Adult Survival Pack
 - > Sleeping bag
 - > Duffel bag
 - > Hygiene kits
 - > Hat, glove and scarf sets
 - > Planner book and pen
 - > Underwear
 - > Meals - Ready to Eat
 - b. Kids Survival Pack
 - > Sleeping bag
 - > Backpack
 - > Hygiene kits
 - > Activity coloring book and crayons
 - > Underwear
 - > Meals - Ready to Eat
3. Backpacks shall also include a Resource Directory of area services
4. Clients shall also be provided the following upon the receipt of backpacks:
 - a. Identification cards
 - b. Cleanliness services through showers and clean clothing
 - c. Assistance or referral in locating temporary or permanent shelter or housing
 - d. Support by accompanying clients to court, medical or human services appointments

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*

C. Measurable Outcomes

1. 90 individuals shall be provided a backpack and related services.
2. 100% of clients shall be referred to temporary or permanent housing.
3. Report the number of persons assisted that:
 - a. Have new access to the services.
 - b. Have improved access to the services.
 - c. No longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality)

(Exhibit A)

BUDGET

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

Technical Assistance.....	\$35,000.00
Loans.....	\$50,000.00
TOTAL.....	\$85,000.00

(Exhibit B)

SCOPE OF SERVICES

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

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

Under the terms of this Agreement, the WWBIC shall:

- A. Utilize funds to provide technical business assistance services to potential, new and existing micro-enterprises
 1. Provide business training and/or technical assistance support services to 65 low-to moderate income individuals through the various levels of classes and training sessions.
 - a. Increase comprehension of entrepreneurship and business acumen, including business financing, bookkeeping, cash flow projection, marketing, and business operations and management.
 - b. Provide one-on-one technical assistance to appropriate entrepreneurs and business owners via WWBIC's initial meeting sessions regarding finance options.
 - c. Provide individualized technical assistance to loan fund borrowers as needed to strengthen and grow their businesses.
 - d. Individuals receiving technical assistance will be guided by WWBIC's Client Assessment process that evaluates and suggests needed assistance for their business.
 - e. Individuals served by WWBIC technical assistance shall have a "business plan" completed prior to the receipt of assistance.
 - f. Conduct proactive outreach to other business assistance providers and meet with at least five prospective partners.
 - g. Salary and fringe benefits shall be reimbursed for actual time spent on technical assistance.
 - i. Actual time spent shall be documented with time records kept by each employee.
 - ii. Each quarter WWBIC will complete the following:
 - Submit Attachment F requesting reimbursement for funds expended in the previous quarter.
 - Submit Attachment E reporting the accomplishments that took place throughout the previous quarter.
 - iii. By January 31, 2011 WWBIC will submit an annual report to the City that will include the following:
 - Final Attachment E reporting the total yearly accomplishments
 - Final Attachment F requesting final draw
- B. Utilize funds, plus program income, to provide loans up to \$15,000 maximum per micro-enterprise (\$2,500 minimum)
 1. Provide a minimum of three (3) loans to micro-enterprises and create at least three (3) new full-time equivalent (FTE) jobs for low-to moderate income persons.
 2. The amount of the loan will be based on an analysis of need and the ability of the business to create the new Full-Time Equivalent (FTE) jobs.
 3. Each loan recipient shall create one new FTE for every \$15,000 of CDBG funds loaned.
 4. Low-to-moderate income (LMI) persons shall hold 51% of the jobs created.

5. Loans shall be provided to income eligible entrepreneurs and to small businesses, employing low and moderate income persons which shall generally be for fixed asset and equipment purchases, working capital expenses or facility acquisition.
6. The loan recipient shall provide documentation as to whether the jobs were made available to LMI persons or taken by LMI persons and must certify that entry level jobs include a definite plan for employee advancement.
7. Each business will be required to provide WWBIC with documentation for the use of the CDBG loan funds.
8. Leasehold or property improvements will require that Federal Fair Labor Standards be followed and WWBIC will be responsible for monitoring compliance with these regulations to assure that the Federal requirements are met.
9. Appendix A of 24 CFR 570 related to evaluating project costs and financial requirements shall be followed (attached).
10. Funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one Labor Market Area (LMA) to another LMA if the relocation is likely to result in a significant loss of jobs in the LMA from which the relocation occurs.
11. For each new loan WWBIC will:
 - a. Notify the City that the WWBIC Loan Committee has approved a loan
 - b. Provide the City with a copy of the loan terms and agreement prior to loan funds being released. The commitment letter shall include a list, by job title, of the jobs to be created and the wage rate to be paid for each job, terms of the loan and intended use of the CDBG funds.
 - c. Release the CDBG funds only after the City has provided the results of the Environmental Review.
 - d. Submit an Economic Development Report for each loan before funds are released.
12. Each quarter WWBIC will complete the following:
 - a. Submit Attachment F requesting reimbursement for funds expended in the previous quarter.
 - b. Submit Attachment E reporting the accomplishments that took place throughout the previous quarter.
 - c. Submit a report detailing the number of loan applications submitted, the number of loans approved, the number of jobs to be created, and the total number of loans being managed.
13. By January 31, 2011 WWBIC will submit an annual report to the City that will include the following:
 - a. Economic Development Report aggregating the individual loan data
 - b. Repayment status of each loan
 - c. Job creation status of each loan
 - d. Final Attachment E reporting the total yearly accomplishments
 - e. Final Attachment F requesting final draw
14. WWBIC shall conduct at least one on-site review of each loan recipient's job creation files to certify that the jobs were made available to, or taken by, persons who were low or moderate income at the time of hire and certify the wage rate paid. This on-site review may take place at the time the jobs required by the terms of the loan are certified by the company as having been created. For positions where the business is certifying that the jobs were available to low or moderate income persons, the business must show that it had a commitment to hire unqualified persons and provide training for jobs requiring special skills or education. Special skills are defined as those that can only be acquired with substantial training or work experience or education beyond high school.

15. Program Income

- a. WWBIC will report and return to the City all program income received as principal, interest, fees or penalties from loans generated with the City's CDBG funds on a quarterly basis.
- b. WWBIC must fully utilize its Micro Enterprise loan funds before using the Program Income Funds.
- c. WWBIC may use up to 100% of all interest, fees and penalties for service delivery costs including; staffing and other costs related to the operations of the CDBG loan fund.
- d. WWBIC must use 100% of the repaid CDBG loan principal for additional micro-enterprise loans.

(Exhibit A)

BUDGET

**Women & Children's Horizons, Inc.
Facility Improvements**

Facility Improvements\$50,000.00

TOTAL\$50,000.00

(Exhibit B)

SCOPE OF SERVICES

Women & Children's Horizons, Inc.
Roofing/HVAC

A. General Description of Services

1. Utilize funds for the rehabilitation work at Women and Children's Horizons facility located at 2525-63rd Street:
 - a. Roofing Replacement
 - b. HVAC Replacement
 - c. Window Repair/Upgrade
 - d. Tuck Pointing
2. The following goals shall result in the use of the funds:
 - a. Provide an appropriate environment for the services and programs provided by Women and Children's Horizons, Inc.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*
5. Rehabilitation may not occur until the CITY has completed an Environmental Review for the project.
6. The CONTRACTOR agrees to comply with all requirements of the Davis Bacon Act which is administered by the CITY. (Davis Bacon applies to any contract or subcontract in excess of \$2,000 which involves the employment of laborers for the purpose of rehabilitation.)
7. Funds used under the terms of this Agreement shall be secured by the CITY through a mortgage note and lien.
8. The CITY's mortgage note and lien shall be subordinated to financing necessary for the rehabilitation and restoration of the property located at 2525-63rd Street.

C. Measurable Outcomes

1. Completion of rehabilitation work.
2. Desirable location for people to come to work and visit.
3. Report the number of persons assisted that:
 - a. Have new access to the services.
 - b. Have improved access to the services.
 - c. No longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

(Exhibit A)

BUDGET

**Women & Children's Horizons
Legal Advocacy**

Salary and Fringe Benefits for Coordinator of Legal Advocacy position.....\$20,000.00

TOTAL.....\$20,000.00

(Exhibit B)

SCOPE OF SERVICES

Women & Children's Horizons
Legal Advocacy

A. General Description of Services

1. Utilize funds for salary and fringe benefits for Coordinator of Legal Advocacy position to provide:
 - a. Support of domestic violence victims going through the judicial system.
 - b. The Coordinator:
 - 1) Reviews domestic violence files
 - 2) Contacts victims to provide confidential support and information
 - 3) Provides safety planning
 - 4) Accompanies the victim to court
 - 5) Assists with restraining order process
 - 6) Serves as liaison between the victim and the DA's office

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families.
2. The CONTRACTOR is required to submit Exhibit D-*Monthly Narrative*.
3. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on Exhibit E-*Service Provider Report Form* as to the number and type of program participants, specifically:
 - a. Race
 - b. Income
 - c. Family size
 - d. If the head of the household is male or female
 - e. Any other documentation required under federal provisions and local requirements.
4. Exhibit D and Exhibit E must accompany Exhibit F-*Request for Reimbursement*

C. Measurable Outcomes

1. Contact the 400 new domestic abuse referrals from the DA's office, serve 300 domestic abuse ongoing clients.
2. Maintain a 95-100% satisfaction rate from clients who return surveys.
3. Report the number of persons assisted that:
 - a. Have new access to the services.
 - b. Have improved access to the services.
 - c. No longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

DEPARTMENT OF CITY DEVELOPMENT
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CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Members of Finance Committee
Members of Common Council

FROM: Anthony Geliche, Community Development Specialist *AG*

DATE: July 14, 2010

SUBJECT: *NSP Developer's Agreements between the City of Kenosha and the Kenosha Housing Authority*

On August 3, 2009, Item K.2., the Common Council approved a Contract between the City of Kenosha and the State of Wisconsin for the Neighborhood Stabilization Program (NSP).

As indicated in our memo of June 11, 2009 to the Council, the Kenosha Housing Authority is being utilized as the mechanism to acquire the properties under the NSP. Staff was informed through a Statewide webinar, that HUD issued guidance on the requirement of communities to have obligated all of their NSP funds by August 15, 2010. HUD has defined obligated as either having contracts in place for the work to be performed, or a development agreement between the city and the entity owning the property. After discussing the obligation requirement with the State of Wisconsin, it was determined that the City could enter into a Development Agreement with the Kenosha Housing Authority to satisfy the obligation requirement.

As a result we are providing to you, six (6) NSP Development Agreements between the City of Kenosha and the Kenosha Housing Authority. These Agreements spell out the scope of work to be undertaken, the funding that will be utilized (please note that the properties have already been acquired), and the time-frame for completing the project. With the approval of the Common Council and the Kenosha Housing Authority, we will have satisfied our obligation requirements for these six (6) properties.

We will have two (2) additional NSP Development Agreements that will be brought forward once the properties have been identified and offers have been accepted. We anticipate this to occur no later than the Council's August 16, 2010 meeting.

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

AG:sks
Attachments

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
August 3, 2009**

Keith G. Bosman, Mayor Michael K. Higgins, City Clerk

**I. APPOINTMENTS/
REAPPOINTMENTS BY THE MAYOR**

I.1. It was moved by Alderperson Casey, seconded by Alderperson Kennedy, to approve appointment of Jeanette Stevenson to the Keep Kenosha Beautiful Commission for a term to expire May 1, 2010 (to fulfill an unexpired term). On roll call vote, motion carried unanimously.

I.2. It was moved by Alderperson Casey, seconded by Alderperson Kennedy, to approve the reappointment of Paul Hegland to the Kenosha Area Tourism Corporation Board of Directors for a term to expire May 1, 2012. On roll call vote, motion carried (9-7) with Alderpersons Ruffolo, Carpenter, Ruef, Nudo, Misner, Downing, and Bogdala voting nay.

I.3. It was moved by Alderperson Casey, seconded by Alderperson Carpenter, to approve the appointment of John Andersen, to the Airport Commission for a term to expire May 1, 2015. On roll call vote, motion carried (15-1) with Alderperson Downing voting nay.

I.4. It was moved by Alderperson Casey, seconded by Alderperson Kennedy, to approve the appointment of Len Iaquina, to the Library Board for a term to expire July 1, 2012. On roll call vote, motion carried (10-6) with Alderpersons Ruffolo, Ruef, Nudo, Misner, Downing and Bogdala voting nay.

I.5. It was moved by Alderperson Casey, seconded by Alderperson Kennedy, to approve the appointment of Frank Pacetti to the Kenosha Area Tourism Corporation Board of Directors for a term to expire May 1, 2012. On roll call vote, motion carried unanimously.

I.6. It was moved by Alderperson Haugaard, seconded by Alderperson Misner, to approve the appointment of Charles W. Bradley to the Police and Fire Commission for a term to expire the May 3, 2010 (to fulfill an unexpired term).

Discussion occurred regarding whether or not the appointment was in compliance with Statutes in regards to political party affiliation. City Administrator Frank Pacetti confirmed the appointment would be in compliance since Mr. Bradley advised he was not a card-carrying member of any political party.

On roll call vote, motion carried unanimously.

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

It was moved by Alderperson Casey, seconded by Alderperson Juliana, to:

K.1. Approve Stormwater Management Practices Maintenance Agreement (Access to Sites) By and Between the City of Kenosha (Wisconsin) and the Kenosha Unified School District No. 1. (Indian Trails) (16th District)

K.2. Approve Contract between the City of Kenosha and the State of Wisconsin Department of Commerce (Neighborhood Stabilization Program Contract). On roll call vote, motion carried unanimously.

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

L.1. It was moved by Alderperson Casey, seconded by Alderperson Juliana, to approve Disbursement Record #13 - \$5,221,746.92. On roll call vote, motion carried (15-1) with Alderperson Bogdala voting nay.

L.2. It was moved by Alderperson Ohnstad, seconded by Alderperson Kennedy to defer and refer back to the Finance Committee, HOME Program Overview and Revisions to the 2007 and 2008 Program Descriptions. A public hearing was held. No one spoke.

On roll call vote, motion carried (15-1) with Alderperson Misner voting nay.

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

M.1. It was moved by Alderperson Kennedy, seconded by Alderperson Ruef to approve Final Acceptance of: Projects Completed by Bane Nelson (Kenosha, Wisconsin):

a. #08-1409 Southport Beach House Restroom Renovations (7825-1st Avenue) -\$146,284.50. (3rd District)

b. #05-1416 Anderson Park Skateboard Park (8730 -22nd Avenue)-\$155,788.42. (9th District)

On roll call vote, motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Carpenter, seconded by Alderperson Juliana, to adjourn at 9:12 p.m.

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Tom

CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Members of the Common Council

FROM: Jeffrey B. Labahn, Director of City Development
Anthony Geliche, Community Development Specialist *AG*

DATE: June 11, 2009

SUBJECT: *Neighborhood Stabilization Program*

The State of Wisconsin has awarded the City of Kenosha \$1,737,467 under the Wisconsin Neighborhood Stabilization Program. The Neighborhood Stabilization Program (NSP) was established for the purpose of stabilizing communities that have suffered from residential foreclosures and abandonment.

The City intends to use the funding for the acquisition of eight (8) foreclosed residential properties, of which six (6) properties will be rehabilitated and two (2) properties will be demolished and constructed new. The City also intends to provide direct homeownership assistance (in the form of a second mortgage) to all eight (8) of the properties rehabilitated and newly constructed.

Activities must be located within the areas defined by HUD as having the highest foreclosure risk score. These areas are identified on the attached map with the highest foreclosure risk scores (10, 9 and 8) being the darkest colors.

The funds will be administered by the City of Kenosha Housing Authority as the Housing Authority has been the mechanism utilized by the City for oversight of housing activities.

If you should have any questions on the NSP funding, please contact Tony Geliche at 653.4030.

sks

c Mayor Keith Bosman
Frank Pacetti, City Administrator

Attachments: Map
Budget

NEIGHBORHOOD STABILIZATION PROGRAM DEVELOPMENT AGREEMENT

**Between
THE CITY OF KENOSHA
and
THE KENOSHA HOUSING AUTHORITY
(1414 59th Street)**

THIS AGREEMENT is made by and between the City of Kenosha (hereinafter referred to as "CITY"), and the Kenosha Housing Authority (hereinafter referred to as "DEVELOPER").

WHEREAS, the DEVELOPER owns the property described in Attachment A, (hereinafter referred to as "Site"), acquired for the purpose of redeveloping and reoccupying the home, thereby stabilizing the neighborhood; and

WHEREAS, the DEVELOPER desires to demolish an existing single-family house and build a new single-family house described in Attachment A for owner occupancy;

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the CITY and the DEVELOPER as follows:

- I. **PROJECT SCOPE.** The Project includes demolition of an existing single-family house and construction of a single-family house described in Attachment A which was acquired by the DEVELOPER utilizing Neighborhood Stabilization Program (hereinafter referred to as "NSP") funds.
- II. **BUDGET.** The DEVELOPER shall utilize \$198,249 in NSP funds for the demolition and new construction of the prospective Site as outlined in Attachment A.
- III. **TIMELINE.**
 - A. **Project Commencement.** The DEVELOPER shall commence rehabilitation of the Project as outlined in Attachment A.
 - B. **Project Completion.** The DEVELOPER agrees to complete the Project as outlined in Attachment A in accordance with the CITY approved plans and NSP1 rules. The Project shall be deemed completed upon issuance of an Occupancy Permit by the CITY. The DEVELOPER may request one 90-day extension for completion of the Project of which the CITY shall not unreasonably deny.
- IV. **DEVELOPER OBLIGATIONS.**
 - A. The DEVELOPER is responsible for obtaining all necessary permits and work on the Project shall be done in conformance with all state and local building codes, rules and regulations, including lead-based paint abatement (24CFR Part 35).
 - B. The DEVELOPER shall design the Project in such a manner that the Project is similar to the predominant housing style in the neighborhood and shall generally conform to the proposal submitted in conjunction with this Agreement.

- C. The DEVELOPER shall implement the Project in conformance with all NSP1 rules.

V. TERMINATION AND REMEDIES.

- A. Except as otherwise provided, in the event of any default or breach of this Agreement, the breaching party shall, upon written notice from the other party, proceed immediately to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within this period. In this event, the breaching party shall commence action to cure the default or breach within the 60-day period and diligently proceed to cure the breach. In case such action is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute proceedings as necessary or desirable, in its opinion, to cure and remedy the breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligation.
- B. Completion of the Project in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the CITY. Accordingly, the CITY may, in the event of legal proceedings, seek remedies to compel the specific performance of the DEVELOPER as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the CITY may seek damages against the DEVELOPER.

VI. MISCELLANEOUS PROVISIONS.

- A. The DEVELOPER agrees not to discriminate on the basis of race, color, religion, sex, or national origin in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the CITY to such injunctive relief or other remedies as may be available at law.
- B. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.
- C. The CITY and the DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this

provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default, shall be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default, except to the extent specifically waived in writing.

- D. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement or the application thereof, to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the CITY and the DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.
- VII. **ASSIGNMENT.** The DEVELOPER may not assign this Agreement or sell to a third party without the prior written consent of the CITY.
- VIII. **AMENDMENTS TO AGREEMENT.** This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.
- IX. **THIRD PARTIES.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other person.
- X. **ENVIRONMENTAL ASSESSMENT.** The parties understand and acknowledge that the CITY has no knowledge of activities that occurred on the Site that would have included the storage, treatment, or disposal of hazardous substances. The CITY has fully disclosed to the DEVELOPER any reports, analysis, studies, or other documents in the possession of the CITY that would identify contaminants on the Site. The DEVELOPER acknowledges that the DEVELOPER has had a full and fair opportunity to inspect the Site and to perform any tests or analysis desired by the DEVELOPER as to the condition of the Site. The DEVELOPER agrees to purchase the Site as is and where is.
- XI. **FORMALITIES AND AUTHORITY.** The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

XII. NOTICES AND DEMANDS. A notice, demand, or other communication under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

TO DEVELOPER: Donna M. Cook, Executive Director
Kenosha Housing Authority
625 52nd Street – Room 98
Kenosha, WI 53140

TO CITY: Jeffrey B. Labahn, Director
City of Kenosha
Department of City Development
625 52nd Street – Room 308
Kenosha, WI 53140

with a copy to: Edward R. Antaramian
City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

XIII. NON-MERGER AND SURVIVAL. Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____ 2010.

CITY OF KENOSHA

Keith G. Bosman, Mayor

Michael Higgins, Clerk/Treasurer/Assessor

KENOSHA HOUSING AUTHORITY

Edward R. Gray, Chairman

Donna M. Cook, Executive Director

/u2/acct/cp/csusans/GELICHE/NEIGHBORHOOD-STABILIZATION/KHA-Dev-Agree-Demo-1414-59S.odt

Attachment "A"

NSP Project Scope / Budget / Timeline
1414-59th Street, "Seton" Model
2010 Columbus Park Neighborhood New Construction

Sources of Funds	Budget Amt.	Notes/Comments
Neighborhood Stabilization Program (NSP)	\$249,249	
Total Sources of Funds	\$249,249	
Uses of Funds		
Property acquisition and property maintenance until sale	\$51,000	
Building Environmental/Demolition	\$10,000	
Estimated Construction Contract Cost	\$172,000	1,605 sq. ft. (heated area)
KWU Sewer/Water Connection Fee & Storm Drain Connection Fee	Included in contract amt.	
New Sewer/Water/Storm laterals to mains, including street opening and restoration	Included in contract amt.	
Landscaping	\$7,500	
Fencing	\$0	
Tree/Brush Removal	\$0	
Survey Work	\$565	
Utilities	\$1,500	
Appraisal	\$350	
Construction Inspection Services	\$3,500	
Contingency	\$2,834	
Total Uses of Funds	\$249,249	

Total New Construction Cost	\$188,249
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Seton Model (J. Kessenich) Construction Cost Estimate Basis:		
House Square Footage	1,605	
2009 Square Ft Cost	\$107.00	
2009 Construction Cost	\$172,000	Liberty Builders, 5414-22 nd Ave.
2010 Est. Construction Cost	\$172,000	

Timeline:		
Project Bidding:	08/09/10	
Bid Due Date	09/10/10	
Contract Approval	09/21/10	
Est. Start of Construction	10/12/10	
Construction Completion	05/31/10	

NEIGHBORHOOD STABILIZATION PROGRAM DEVELOPMENT AGREEMENT

**Between
THE CITY OF KENOSHA
and
THE KENOSHA HOUSING AUTHORITY
(6638 16th Avenue)**

THIS AGREEMENT is made by and between the City of Kenosha (hereinafter referred to as "CITY"), and the Kenosha Housing Authority (hereinafter referred to as "DEVELOPER").

WHEREAS, the DEVELOPER owns the property described in Attachment A, (hereinafter referred to as "Site"), acquired for the purpose of redeveloping and reoccupying the home, thereby stabilizing the neighborhood; and

WHEREAS, the DEVELOPER desires to demolish an existing single-family house and build a new single-family house described in Attachment A for owner occupancy;

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the CITY and the DEVELOPER as follows:

- I. **PROJECT SCOPE.** The Project includes demolition of an existing single-family house and construction of a single-family house described in Attachment A which was acquired by the DEVELOPER utilizing Neighborhood Stabilization Program (hereinafter referred to as "NSP") funds.
- II. **BUDGET.** The DEVELOPER shall utilize \$198,249 in NSP funds for the demolition and new construction of the prospective Site as outlined in Attachment A.
- III. **TIMELINE.**
 - A. **Project Commencement.** The DEVELOPER shall commence rehabilitation of the Project as outlined in Attachment A.
 - B. **Project Completion.** The DEVELOPER agrees to complete the Project as outlined in Attachment A in accordance with the CITY approved plans and NSP1 rules. The Project shall be deemed completed upon issuance of an Occupancy Permit by the CITY. The DEVELOPER may request one 90-day extension for completion of the Project of which the CITY shall not unreasonably deny.
- IV. **DEVELOPER OBLIGATIONS.**
 - A. The DEVELOPER is responsible for obtaining all necessary permits and work on the Project shall be done in conformance with all state and local building codes, rules and regulations, including lead-based paint abatement (24CFR Part 35).
 - B. The DEVELOPER shall design the Project in such a manner that the Project is similar to the predominant housing style in the neighborhood and shall generally conform to the proposal submitted in conjunction with this Agreement.

- C. The DEVELOPER shall implement the Project in conformance with all NSP1 rules.

V. TERMINATION AND REMEDIES.

- A. Except as otherwise provided, in the event of any default or breach of this Agreement, the breaching party shall, upon written notice from the other party, proceed immediately to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within this period. In this event, the breaching party shall commence action to cure the default or breach within the 60-day period and diligently proceed to cure the breach. In case such action is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute proceedings as necessary or desirable, in its opinion, to cure and remedy the breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligation.
- B. Completion of the Project in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the CITY. Accordingly, the CITY may, in the event of legal proceedings, seek remedies to compel the specific performance of the DEVELOPER as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the CITY may seek damages against the DEVELOPER.

VI. MISCELLANEOUS PROVISIONS.

- A. The DEVELOPER agrees not to discriminate on the basis of race, color, religion, sex, or national origin in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the CITY to such injunctive relief or other remedies as may be available at law.
- B. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.
- C. The CITY and the DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this

provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default, shall be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default, except to the extent specifically waived in writing.

- D.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement or the application thereof, to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the CITY and the DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.
- VII. ASSIGNMENT.** The DEVELOPER may not assign this Agreement or sell to a third party without the prior written consent of the CITY.
- VIII. AMENDMENTS TO AGREEMENT.** This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.
- IX. THIRD PARTIES.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other person.
- X. ENVIRONMENTAL ASSESSMENT.** The parties understand and acknowledge that the CITY has no knowledge of activities that occurred on the Site that would have included the storage, treatment, or disposal of hazardous substances. The CITY has fully disclosed to the DEVELOPER any reports, analysis, studies, or other documents in the possession of the CITY that would identify contaminants on the Site. The DEVELOPER acknowledges that the DEVELOPER has had a full and fair opportunity to inspect the Site and to perform any tests or analysis desired by the DEVELOPER as to the condition of the Site. The DEVELOPER agrees to purchase the Site as is and where is.
- XI. FORMALITIES AND AUTHORITY.** The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

XII. NOTICES AND DEMANDS. A notice, demand, or other communication under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

TO DEVELOPER: Donna M. Cook, Executive Director
Kenosha Housing Authority
625 52nd Street – Room 98
Kenosha, WI 53140

TO CITY: Jeffrey B. Labahn, Director
City of Kenosha
Department of City Development
625 52nd Street – Room 308
Kenosha, WI 53140

with a copy to: Edward R. Antaramian
City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

XIII. NON-MERGER AND SURVIVAL. Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____ 2010.

CITY OF KENOSHA

Keith G. Bosman, Mayor

Michael Higgins, Clerk/Treasurer/Assessor

KENOSHA HOUSING AUTHORITY

Edward R. Gray, Chairman

Donna M. Cook, Executive Director

NSP Project Scope / Budget / Timeline
6638-16th Avenue, "Monterey" Model
2010 Lincoln Park Neighborhood New Construction

Sources of Funds	NSP Budget	Notes/Comments
Neighborhood Stabilization Program (NSP)	\$224,249	
Total Sources of Funds	\$224,249	
Total NSP Program Funds Budgeted	\$224,249	
Uses of Funds		
Property acquisition / property maintenance until sale	\$26,000	
Building Environmental/Demolition	\$10,000	
Estimated Construction Contract Cost	\$173,877	1,536 sq ft. (heated area)
KWU Connection Fees for sanitary sewer, water & storm drain	Included above	
Sewer/Water laterals to mains, including street opening and restoration	Included above	
Landscaping	\$6,500	
Fencing	\$0	
Tree/Brush Removal	\$0	
Survey Work	\$575	
Utilities	\$1,200	
Appraisal	\$300	
Construction Inspection Services	\$3,500	
Contingency	\$2,297	
Total Uses of Funds	\$224,249	

Total New Construction Cost	\$188,249
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Monterey Model Construction Cost Estimate Basis:		
New Construction Cost 2007/08 Bid	\$168,813	Double "D" Construction, Inc.
Add 3% cost increase for 2009	\$173,877	
2010 Est. Construction Cost	\$173,877	

NEIGHBORHOOD STABILIZATION PROGRAM DEVELOPMENT AGREEMENT

**Between
THE CITY OF KENOSHA
and
THE KENOSHA HOUSING AUTHORITY
(5512 24th Avenue)**

THIS AGREEMENT is made by and between the City of Kenosha (hereinafter referred to as "CITY"), and the Kenosha Housing Authority (hereinafter referred to as "DEVELOPER").

WHEREAS, the DEVELOPER owns the property described in Attachment A, (hereinafter referred to as "Site"), acquired for the purpose of redeveloping and reoccupying the home, thereby stabilizing the neighborhood; and

WHEREAS, the DEVELOPER desires to demolish an existing single-family house and build a new single-family house described in Attachment A for owner occupancy;

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the CITY and the DEVELOPER as follows:

- I. **PROJECT SCOPE.** The Project includes demolition of an existing single-family house and construction of a single-family house described in Attachment A which was acquired by the DEVELOPER utilizing Neighborhood Stabilization Program (hereinafter referred to as "NSP") funds.
- II. **BUDGET.** The DEVELOPER shall utilize \$198,249 in NSP funds for the demolition and new construction of the prospective Site as outlined in Attachment A.
- III. **TIMELINE.**
 - A. **Project Commencement.** The DEVELOPER shall commence rehabilitation of the Project as outlined in Attachment A.
 - B. **Project Completion.** The DEVELOPER agrees to complete the Project as outlined in Attachment A in accordance with the CITY approved plans and NSP1 rules. The Project shall be deemed completed upon issuance of an Occupancy Permit by the CITY. The DEVELOPER may request one 90-day extension for completion of the Project of which the CITY shall not unreasonably deny.
- IV. **DEVELOPER OBLIGATIONS.**
 - A. The DEVELOPER is responsible for obtaining all necessary permits and work on the Project shall be done in conformance with all state and local building codes, rules and regulations, including lead-based paint abatement (24CFR Part 35).
 - B. The DEVELOPER shall design the Project in such a manner that the Project is similar to the predominant housing style in the neighborhood and shall generally conform to the proposal submitted in conjunction with this Agreement.

- C. The DEVELOPER shall implement the Project in conformance with all NSP1 rules.

V. TERMINATION AND REMEDIES.

- A. Except as otherwise provided, in the event of any default or breach of this Agreement, the breaching party shall, upon written notice from the other party, proceed immediately to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within this period. In this event, the breaching party shall commence action to cure the default or breach within the 60-day period and diligently proceed to cure the breach. In case such action is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute proceedings as necessary or desirable, in its opinion, to cure and remedy the breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligation.
- B. Completion of the Project in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the CITY. Accordingly, the CITY may, in the event of legal proceedings, seek remedies to compel the specific performance of the DEVELOPER as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the CITY may seek damages against the DEVELOPER.

VI. MISCELLANEOUS PROVISIONS.

- A. The DEVELOPER agrees not to discriminate on the basis of race, color, religion, sex, or national origin in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the CITY to such injunctive relief or other remedies as may be available at law.
- B. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.
- C. The CITY and the DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this

provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default, shall be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default, except to the extent specifically waived in writing.

- D. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement or the application thereof, to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the CITY and the DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.
- VII. **ASSIGNMENT.** The DEVELOPER may not assign this Agreement or sell to a third party without the prior written consent of the CITY.
- VIII. **AMENDMENTS TO AGREEMENT.** This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.
- IX. **THIRD PARTIES.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other person.
- X. **ENVIRONMENTAL ASSESSMENT.** The parties understand and acknowledge that the CITY has no knowledge of activities that occurred on the Site that would have included the storage, treatment, or disposal of hazardous substances. The CITY has fully disclosed to the DEVELOPER any reports, analysis, studies, or other documents in the possession of the CITY that would identify contaminants on the Site. The DEVELOPER acknowledges that the DEVELOPER has had a full and fair opportunity to inspect the Site and to perform any tests or analysis desired by the DEVELOPER as to the condition of the Site. The DEVELOPER agrees to purchase the Site as is and where is.
- XI. **FORMALITIES AND AUTHORITY.** The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

XII. NOTICES AND DEMANDS. A notice, demand, or other communication under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

TO DEVELOPER: Donna M. Cook, Executive Director
Kenosha Housing Authority
625 52nd Street – Room 98
Kenosha, WI 53140

TO CITY: Jeffrey B. Labahn, Director
City of Kenosha
Department of City Development
625 52nd Street – Room 308
Kenosha, WI 53140

with a copy to: Edward R. Antaramian
City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

XIII. NON-MERGER AND SURVIVAL. Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____ 2010.

CITY OF KENOSHA

Keith G. Bosman, Mayor

Michael Higgins, Clerk/Treasurer/Assessor

KENOSHA HOUSING AUTHORITY

Edward R. Gray, Chairman

Donna M. Cook, Executive Director

NSP Project Scope / Budget / Timeline
5512-24th Avenue, "Sellwood" Model
2010 Columbus Park Neighborhood New Construction

Sources of Funds	Budget Amt.	Notes/Comments
Neighborhood Stabilization Program (NSP)	\$226,349	
Total Sources of Funds	\$226,349	
Uses of Funds		
Property acquisition and property maintenance until sale	\$28,100	
Building Environmental/Demolition	\$10,000	
Construction Contract Estimate	\$172,000	1,622 sq. ft. (heated area)
KWU Sewer/Water Connection Fee & Storm Drain Connection Fee	Included in contract amt.	
New Sewer/Water/Storm laterals to mains, including street opening and restoration	Included in contract amt.	
Landscaping	\$7,500	
Fencing	\$0	
Tree/Brush Removal	Included in demo amt.	
Survey Work	\$565	
Utilities	\$1,500	
Appraisal	\$350	
Construction Inspection Services	\$3,500	
Contingency	\$2,834	
Total Uses of Funds	\$226,349	

Total New Construction Cost	\$188,249
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Sellwood Model (T. Christiansen) Cost Estimate Basis:

2009 Construction Cost	\$172,000	Liberty Builders, 5414-22 nd Ave.
2010 Est. Construction Cost	\$172,000	

Timeline:

Project Bidding:	08/09/10
Bid Due Date	09/10/10
Contract Approval	09/21/10
Est. Start of Construction	10/12/10
Construction Completion	05/31/10

NEIGHBORHOOD STABILIZATION PROGRAM DEVELOPMENT AGREEMENT

**Between
THE CITY OF KENOSHA
and
THE KENOSHA HOUSING AUTHORITY
(6615 15th Avenue)**

THIS AGREEMENT is made by and between the City of Kenosha (hereinafter referred to as "CITY"), and the Kenosha Housing Authority (hereinafter referred to as "DEVELOPER").

WHEREAS, the DEVELOPER owns the property described in Attachment A, (hereinafter referred to as "Site"), acquired for the purpose of rehabilitating and reoccupying the home, thereby stabilizing the neighborhood; and

WHEREAS, the DEVELOPER desires to rehabilitate the single-family house described in Attachment A for owner occupancy;

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the CITY and the DEVELOPER as follows:

- I. **PROJECT SCOPE.** The Project includes rehabilitation of the single-family house described in Attachment A which was acquired by the DEVELOPER utilizing Neighborhood Stabilization Program (hereinafter referred to as "NSP") funds.
- II. **BUDGET.** The DEVELOPER shall utilize \$15,000 in NSP funds for the rehabilitation of the prospective Site as outlined in Attachment A.
- III. **TIMELINE.**
 - A. **Project Commencement.** The DEVELOPER shall commence rehabilitation of the Project as outlined in Attachment A.
 - B. **Project Completion.** The DEVELOPER agrees to complete the Project as outlined in Attachment A in accordance with the CITY approved plans and NSP1 rules. The Project shall be deemed completed upon issuance of an Occupancy Permit by the CITY. The DEVELOPER may request one 90-day extension for completion of the Project of which the CITY shall not unreasonably deny.
- IV. **DEVELOPER OBLIGATIONS.**
 - A. The DEVELOPER is responsible for obtaining all necessary permits and work on the Project shall be done in conformance with all state and local building codes, rules and regulations, including lead-based paint abatement (24CFR Part 35).
 - B. The DEVELOPER shall design the Project in such a manner that the Project is similar to the predominant housing style in the neighborhood and shall generally conform to the proposal submitted in conjunction with this Agreement.

- C. The DEVELOPER shall implement the Project in conformance with all NSP1 rules.

V. TERMINATION AND REMEDIES.

- A. Except as otherwise provided, in the event of any default or breach of this Agreement, the breaching party shall, upon written notice from the other party, proceed immediately to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within this period. In this event, the breaching party shall commence action to cure the default or breach within the 60-day period and diligently proceed to cure the breach. In case such action is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute proceedings as necessary or desirable, in its opinion, to cure and remedy the breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligation.
- B. Completion of the Project in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the CITY. Accordingly, the CITY may, in the event of legal proceedings, seek remedies to compel the specific performance of the DEVELOPER as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the CITY may seek damages against the DEVELOPER.

VI. MISCELLANEOUS PROVISIONS.

- A. The DEVELOPER agrees not to discriminate on the basis of race, color, religion, sex, or national origin in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the CITY to such injunctive relief or other remedies as may be available at law.
- B. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.
- C. The CITY and the DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this provision that a party should not be constrained, so as to avoid the risk of being

deprived of or limited in the exercise of any remedy because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default, shall be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default, except to the extent specifically waived in writing.

- D. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement or the application thereof, to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the CITY and the DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.
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- IX. **THIRD PARTIES.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other person.
- X. **ENVIRONMENTAL ASSESSMENT.** The parties understand and acknowledge that the CITY has no knowledge of activities that occurred on the Site that would have included the storage, treatment, or disposal of hazardous substances. The CITY has fully disclosed to the DEVELOPER any reports, analysis, studies, or other documents in the possession of the CITY that would identify contaminants on the Site. The DEVELOPER acknowledges that the DEVELOPER has had a full and fair opportunity to inspect the Site and to perform any tests or analysis desired by the DEVELOPER as to the condition of the Site. The DEVELOPER agrees to purchase the Site as is and where is.
- XI. **FORMALITIES AND AUTHORITY.** The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.
- XII. **NOTICES AND DEMANDS.** A notice, demand, or other communication under this Agreement shall be sufficiently given or delivered if it is deposited in the United States

mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

TO DEVELOPER: Donna M. Cook, Executive Director
Kenosha Housing Authority
625 52nd Street – Room 98
Kenosha, WI 53140

TO CITY: Jeffrey B. Labahn, Director
City of Kenosha
Department of City Development
625 52nd Street – Room 308
Kenosha, WI 53140

with a copy to: Edward R. Antaramian
City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

XIII. NON-MERGER AND SURVIVAL. Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____ 2010.

CITY OF KENOSHA

Keith G. Bosman, Mayor

Michael Higgins, Clerk/Treasurer/Assessor

KENOSHA HOUSING AUTHORITY

Edward R. Gray, Chairman

Donna M. Cook, Executive Director

Attachment "A"

07/14/2010

NSP Project Scope / Budget / Timeline 6615-15th Avenue (Acquisition/Rehab)

Sources of Funds	NSP Budget	Notes/Comments
Neighborhood Stabilization Program (NSP)	\$139,400	
Total Sources of Funds	\$139,400	
Total NSP Program Funds Budgeted	\$139,400	
Uses of Funds		
Property acquisition / property maintenance until sale	\$124,400	
Building Environmental/Demolition	\$0	
Rehabilitation Cost Est.	\$12,000	See the attached Scope of Work and Cost Estimate
KWU Connection Fees for sanitary sewer, water & storm drain	N/A	
Sewer/Water laterals to mains, including street opening and restoration	N/A	
Landscaping	included	
Fencing	included	
Tree/Brush Removal	included	
Survey Work	\$0	
Utilities	\$1,500	
Appraisal	\$300	
Construction Inspection Services	\$0	
Contingency	\$1,200	
Total Uses of Funds	\$139,400	

Total Rehabilitation Cost	\$15,000
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Timeline:	
Project Bidding	08/09/10
Bid Due Date	09/10/10
Contract Approval	09/21/10
Est. Start of Construction	10/12/10
Construction Completion	12/31/10

Attachment "A"
6115-15th Avenue
Scope of Work and Cost Estimate

NOTE: All work to be completed in accordance with the State of Wisconsin Minimum Housing Rehabilitation Standards for the HOME Program and Federal Lead Based Paint Requirements (See the attached booklets). NOTE: this house was built in 2005, so Lead Based Paint requirements will not apply.

Exterior		Estimated Cost
1	Wash down house, including front and rear porches. Clean all windows.	\$300.00
2	Scrape, spot prime and paint exterior wood trim for front and rear porches, including the front porch handrail and porch rail system and porch column with "Sherwin Williams Super Paint A-100" Exterior Latex Paint or approved equal in colors of owner's choice.	\$400.00
3	Scrape, spot prime and paint exterior wood trim for the garage service door and overhead door jambs and brick mold. Service door to be cleaned and painted with "Sherwin Williams Super Paint A-100" Exterior Latex Paint or approved equal in colors of owner's choice. Overhead door NOT to be painted.	\$200.00
4	Clean out garage and haul any debris from premises and dispose of properly. Sweep out garage and wash down garage floor.	\$50.00
5	Yard Clean up – cut and trim grass and shrubs. Weed planting beds, reestablish beds and provide and install new cedar mulch for planting areas.	\$500.00
6	Install 6' cyclone fence at rear property line (60').	\$1,000.00
7	Complete any minor carpentry repairs to secure/replace as needed stair treads, handrails, deck boards, etc)	\$250.00
Interior		
8	Clean all cabinets (inside and out), countertops, walls, window/door trim, window sills, baseboards and floors. Clean bathrooms, including toilets, sinks, tub.	\$300.00
9	Upper Bath: remove toilet and vanity, baseboards, vinyl floor, underlayment and subfloor. Install new 3/4" OSB subflooring to be glued (construction adhesive) and screwed in place. Provide and install new vinyl flooring for over 1/4" "Mult-Ply" or "Pre-Floor" brand underlayment installed per manufacturers recommendations. Vinyl flooring to be "Congoleum Utopia" with "ArmorGuard" vinyl or approved equal vinyl flooring with 10 year warranty. Maximum installed price not to exceed \$5.35 per square foot. Install new base trim and base shoe (prime and paint) prior to installation. Reinstall toilet, vanity/sink.	\$1,800.00
10	Interior Painting – Spackle all walls as needed prior to painting. Caulk all trim and baseboards as needed prior to painting. Paint all walls, ceilings with "Sherwin Williams, Pro Mar 400 Series or equal interior flat latex paint. Paint all interior doors, door and window casings, baseboards and base shoe with "Sherwin Williams Super Paint A-100, Interior Semigloss, Latex enamel. Interior doors may be removed and spray painted in the basement or garage, provided proper tarping/plastic of area is done to prevent over spray onto surrounding area.	\$5,000.00
11	Clean and repaint the front and rear entry doors with "Sherwin Williams Super Paint A-100" exterior latex enamel in color of the owner's choice.	\$150.00

Attachment "A"

12	Reinstall interior doors with "long screws" for all upper hinges so that screws penetrate the the door frame stud.	\$100.00
13	Have a licensed HVAC contractor check and clean the furnace and AC units (Christiansen Heating & Sheet Metal originally installed the equipment).	\$250.00
14	Basement stairway: install a 1" x 6" wood ledge with cove mold at top and bottom for the "L" shaped ledge (top of foundation wall). New ledge to be primed and painted with semigloss, latex enamel as specified above. Also, install door jamb and trim for doorway at bottom of basement stairs. Prime and paint new trim.	\$300.00
15	Complete any minor carpentry repairs to secure/replace as needed any interior trim, cabinetry doors/drawers, cabinet knobs, door locksets, shelving, clothes poles, handrails, etc.	\$450.00
16	Change locksets for front and rear entry doors and garage service door with "Schlage", "Quikset" or equal passage locksets and deadbolt locks.	\$250.00
17	Have all carpeting commercially cleaned	\$300.00
18	Vacuum basement and wash down the floor, windows, wash tub, furnace and hot water heater.	\$200.00
19	Provide new light bulbs for all light fixtures, including house, garage and basement. Also, install new 9 volt batteries for all smoke detectors.	\$100.00
20	Provide and install two (2) Carbon Monoxide Detectors (one for each hallway on 1 st and 2 nd floors), "Kidde Nighthawk" or approved equal CO detectors.	\$100.00
	SUBTOTAL	\$12,000.00
	10% Contingency	\$1,200.00
	TOTAL	\$13,200.00

NEIGHBORHOOD STABILIZATION PROGRAM DEVELOPMENT AGREEMENT

**Between
THE CITY OF KENOSHA
and
THE KENOSHA HOUSING AUTHORITY
(2103 45th Street)**

THIS AGREEMENT is made by and between the City of Kenosha (hereinafter referred to as "CITY"), and the Kenosha Housing Authority (hereinafter referred to as "DEVELOPER").

WHEREAS, the DEVELOPER owns the property described in Attachment A, (hereinafter referred to as "Site"), acquired for the purpose of redeveloping and reoccupying the home, thereby stabilizing the neighborhood; and

WHEREAS, the DEVELOPER desires to demolish an existing single-family house and build a new single-family house described in Attachment A for owner occupancy;

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the CITY and the DEVELOPER as follows:

- I. **PROJECT SCOPE.** The Project includes demolition of an existing single-family house and construction of a single-family house described in Attachment A which was acquired by the DEVELOPER utilizing Neighborhood Stabilization Program (hereinafter referred to as "NSP") funds.
- II. **BUDGET.** The DEVELOPER shall utilize \$198,250 in NSP funds for the demolition and new construction of the prospective Site as outlined in Attachment A.
- III. **TIMELINE.**
 - A. **Project Commencement.** The DEVELOPER shall commence rehabilitation of the Project as outlined in Attachment A.
 - B. **Project Completion.** The DEVELOPER agrees to complete the Project as outlined in Attachment A in accordance with the CITY approved plans and NSP1 rules. The Project shall be deemed completed upon issuance of an Occupancy Permit by the CITY. The DEVELOPER may request one 90-day extension for completion of the Project of which the CITY shall not unreasonably deny.
- IV. **DEVELOPER OBLIGATIONS.**
 - A. The DEVELOPER is responsible for obtaining all necessary permits and work on the Project shall be done in conformance with all state and local building codes, rules and regulations, including lead-based paint abatement (24CFR Part 35).
 - B. The DEVELOPER shall design the Project in such a manner that the Project is similar to the predominant housing style in the neighborhood and shall generally conform to the proposal submitted in conjunction with this Agreement.

- C. The DEVELOPER shall implement the Project in conformance with all NSP1 rules.

V. TERMINATION AND REMEDIES.

- A. Except as otherwise provided, in the event of any default or breach of this Agreement, the breaching party shall, upon written notice from the other party, proceed immediately to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within this period. In this event, the breaching party shall commence action to cure the default or breach within the 60-day period and diligently proceed to cure the breach. In case such action is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute proceedings as necessary or desirable, in its opinion, to cure and remedy the breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligation.
- B. Completion of the Project in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the CITY. Accordingly, the CITY may, in the event of legal proceedings, seek remedies to compel the specific performance of the DEVELOPER as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the CITY may seek damages against the DEVELOPER.

VI. MISCELLANEOUS PROVISIONS.

- A. The DEVELOPER agrees not to discriminate on the basis of race, color, religion, sex, or national origin in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the CITY to such injunctive relief or other remedies as may be available at law.
- B. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.
- C. The CITY and the DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this

provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default, shall be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default, except to the extent specifically waived in writing.

- D.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement or the application thereof, to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the CITY and the DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.
- VII. ASSIGNMENT.** The DEVELOPER may not assign this Agreement or sell to a third party without the prior written consent of the CITY.
- VIII. AMENDMENTS TO AGREEMENT.** This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.
- IX. THIRD PARTIES.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other person.
- X. ENVIRONMENTAL ASSESSMENT.** The parties understand and acknowledge that the CITY has no knowledge of activities that occurred on the Site that would have included the storage, treatment, or disposal of hazardous substances. The CITY has fully disclosed to the DEVELOPER any reports, analysis, studies, or other documents in the possession of the CITY that would identify contaminants on the Site. The DEVELOPER acknowledges that the DEVELOPER has had a full and fair opportunity to inspect the Site and to perform any tests or analysis desired by the DEVELOPER as to the condition of the Site. The DEVELOPER agrees to purchase the Site as is and where is.
- XI. FORMALITIES AND AUTHORITY.** The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

XII. NOTICES AND DEMANDS. A notice, demand, or other communication under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

TO DEVELOPER: Donna M. Cook, Executive Director
Kenosha Housing Authority
625 52nd Street – Room 98
Kenosha, WI 53140

TO CITY: Jeffrey B. Labahn, Director
City of Kenosha
Department of City Development
625 52nd Street – Room 308
Kenosha, WI 53140

with a copy to: Edward R. Antaramian
City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

XIII. NON-MERGER AND SURVIVAL. Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____ 2010.

CITY OF KENOSHA

Keith G. Bosman, Mayor

Michael Higgins, Clerk/Treasurer/Assessor

KENOSHA HOUSING AUTHORITY

Edward R. Gray, Chairman

Donna M. Cook, Executive Director

NSP Project Scope / Budget / Timeline
2103-45th Street, "Monterey" Model
2010 Lincoln Park Neighborhood New Construction

Sources of Funds	NSP Budget	Notes/Comments
Neighborhood Stabilization Program (NSP)	\$230,350	
Total Sources of Funds	\$230,350	
Total NSP Program Funds Budgeted	\$230,350	
Uses of Funds		
Property acquisition / property maintenance until sale	\$32,100	
Building Environmental/Demolition	\$10,000	
Estimated Construction Contract Cost	\$173,877	1,536 sq ft. (heated area) Corner location – all sidewalks and ramps will need to be replaced.
KWU Connection Fees for sanitary sewer, water & storm drain	Included above	
Sewer/Water laterals to mains, including street opening and restoration	Included above	
Landscaping	\$6,500	
Fencing	\$0	
Tree/Brush Removal	Included in demo cost	
Survey Work	\$575	
Utilities	\$1,200	
Appraisal	\$300	
Construction Inspection Services	\$3,500	
Contingency	\$2,298	
Total Uses of Funds	\$230,350	

Total New Construction Cost	\$188,250
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Monterey Model Construction Cost Estimate Basis:		
New Construction Cost 2007/08 Bid	\$168,813	Double "D" Construction, Inc.
Add 3% cost increase for 2009	\$173,877	
2010 Est. Construction Cost	\$173,877	

Timeline:		
Project Bidding:	08/09/10	
Bid Due Date	09/10/10	
Contract Approval	09/21/10	
Est. Start of Construction	10/12/10	
Construction Completion	05/31/10	

NEIGHBORHOOD STABILIZATION PROGRAM DEVELOPMENT AGREEMENT
Between
THE CITY OF KENOSHA
and
THE KENOSHA HOUSING AUTHORITY
(5126 21st Avenue)

THIS AGREEMENT is made by and between the City of Kenosha (hereinafter referred to as "CITY"), and the Kenosha Housing Authority (hereinafter referred to as "DEVELOPER").

WHEREAS, the DEVELOPER owns the property described in Attachment A, (hereinafter referred to as "Site"), acquired for the purpose of rehabilitating and reoccupying the home, thereby stabilizing the neighborhood; and

WHEREAS, the DEVELOPER desires to rehabilitate the single-family house described in Attachment A for owner occupancy;

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the CITY and the DEVELOPER as follows:

- I. **PROJECT SCOPE.** The Project includes rehabilitation of the single-family house described in Attachment A which was acquired by the DEVELOPER utilizing Neighborhood Stabilization Program (hereinafter referred to as "NSP") funds.
- II. **BUDGET.** The DEVELOPER shall utilize \$134,975 in NSP funds for the rehabilitation of the prospective Site as outlined in Attachment A.
- III. **TIMELINE.**
 - A. **Project Commencement.** The DEVELOPER shall commence rehabilitation of the Project as outlined in Attachment A.
 - B. **Project Completion.** The DEVELOPER agrees to complete the Project as outlined in Attachment A in accordance with the CITY approved plans and NSP1 rules. The Project shall be deemed completed upon issuance of an Occupancy Permit by the CITY. The DEVELOPER may request one 90-day extension for completion of the Project of which the CITY shall not unreasonably deny.
- IV. **DEVELOPER OBLIGATIONS.**
 - A. The DEVELOPER is responsible for obtaining all necessary permits and work on the Project shall be done in conformance with all state and local building codes, rules and regulations, including lead-based paint abatement (24CFR Part 35).
 - B. The DEVELOPER shall design the Project in such a manner that the Project is similar to the predominant housing style in the neighborhood and shall generally conform to the proposal submitted in conjunction with this Agreement.

- C. The DEVELOPER shall implement the Project in conformance with all NSP1 rules.

V. *TERMINATION AND REMEDIES.*

- A. Except as otherwise provided, in the event of any default or breach of this Agreement, the breaching party shall, upon written notice from the other party, proceed immediately to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within this period. In this event, the breaching party shall commence action to cure the default or breach within the 60-day period and diligently proceed to cure the breach. In case such action is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute proceedings as necessary or desirable, in its opinion, to cure and remedy the breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligation.
- B. Completion of the Project in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the CITY. Accordingly, the CITY may, in the event of legal proceedings, seek remedies to compel the specific performance of the DEVELOPER as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the CITY may seek damages against the DEVELOPER.

VI. *MISCELLANEOUS PROVISIONS.*

- A. The DEVELOPER agrees not to discriminate on the basis of race, color, religion, sex, or national origin in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the CITY to such injunctive relief or other remedies as may be available at law.
- B. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.
- C. The CITY and the DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this provision that a party should not be constrained, so as to avoid the risk of being

deprived of or limited in the exercise of any remedy because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default, shall be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default, except to the extent specifically waived in writing.

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- VIII. AMENDMENTS TO AGREEMENT.** This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.
- IX. THIRD PARTIES.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other person.
- X. ENVIRONMENTAL ASSESSMENT.** The parties understand and acknowledge that the CITY has no knowledge of activities that occurred on the Site that would have included the storage, treatment, or disposal of hazardous substances. The CITY has fully disclosed to the DEVELOPER any reports, analysis, studies, or other documents in the possession of the CITY that would identify contaminants on the Site. The DEVELOPER acknowledges that the DEVELOPER has had a full and fair opportunity to inspect the Site and to perform any tests or analysis desired by the DEVELOPER as to the condition of the Site. The DEVELOPER agrees to purchase the Site as is and where is.
- XI. FORMALITIES AND AUTHORITY.** The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.
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mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

TO DEVELOPER: Donna M. Cook, Executive Director
Kenosha Housing Authority
625 52nd Street – Room 98
Kenosha, WI 53140

TO CITY: Jeffrey B. Labahn, Director
City of Kenosha
Department of City Development
625 52nd Street – Room 308
Kenosha, WI 53140

with a copy to: Edward R. Antaramian
City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

XIII. NON-MERGER AND SURVIVAL. Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____ 2010.

CITY OF KENOSHA

Keith G. Bosman, Mayor

Michael Higgins, Clerk/Treasurer/Assessor

KENOSHA HOUSING AUTHORITY

Edward R. Gray, Chairman

Donna M. Cook, Executive Director

Attachment "A"

07/14/2010

NSP Project Scope / Budget / Timeline 5126-21st Avenue Acquisition and Rehabilitation

Sources of Funds	Budget Amt.	Notes/Comments
Neighborhood Stabilization Program (NSP)	\$182,075	
Total Sources of Funds	\$182,075	
Uses of Funds		
Property acquisition and property maintenance until sale	\$47,100	
Building Environmental/Demolition	N/A	
Rehabilitation Estimate	\$112,500	See the attached Scope of Work & Cost Estimate
Landscaping	included	
Fencing	\$0	
Tree/Brush Removal	\$250	Small tree removal and trimming larger tree
Survey Work	\$0	
Utilities	\$1,500	
Appraisal	\$350	
Construction Inspection Services	\$3,500	
Contingency (15% of Rehab Estimate)	\$16,875	
Total Uses of Funds	\$182,075	

Total Rehabilitation Cost	\$134,975
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Timeline:		
Project Bidding:	04/30/11	
Bid Due Date	05/03/11	
Contract Approval	05/17/11	
Est. Start of Construction	06/01/11	
Construction Completion	12/31/11	

Attachment "A"
5126 - 21st Avenue
Scope of Work and Cost Estimate

NOTE: All work to be completed in accordance with the State of Wisconsin Minimum Housing Rehabilitation Standards for the HOME Program and Federal Lead Based Paint Requirements (See the attached booklets).

	Exterior	Estimated Cost
1	Remove and rebuild lower portion of front porch, including new deck framing, 4 porch columns, stairs, stair rails, deck rails. Rail system to be Western Red Cedar, columns to be treated 6" x 6" posts wrapped in cedar and trimmed to match the existing columns, porch deck to be pressure treated 3" tongue and groove decking. Install new porch lattice with vinyl diamond pattern lattice with 1" x 4" cedar framing. Prime and paint: porch columns, handrail systems, and stair risers, and porch lattice cedar framing.	\$4,000.00
2	Remove rear porch and stairs including roof over rear door. Rebuild a 10' x 12' rear deck and stairs with handrails to Wisconsin Building Code. Piece in new vinyl siding after roof is removed.	\$2,500.00
3	Provide new "Western Building Products, Model #W-489" or approved equal steel insulated entry doors, with insulated glass for the following locations: Front entry door, and Rear Entry door. All doors to include "Schlage", "Kwikset" or equal passage door lockset and a separate deadbolt lockset with thumb turn. Install long screws for upper hinges and deadbolts.	\$1,500.00
4	Basement door to be eliminated with new framing, OSB sheathing and fiberglass insulation batts.. Piece in new vinyl siding in color to match the existing siding.	\$500.00
5	Provide and install 3 new "Larson Life Core", "Pella" or equal storm doors with dead bolt locking systems for the front entry door, rear door and rear basement door.	\$1,000.00
6	Remove existing roofing for entire house, front porch and rear porch roof. Use tarps/plywood to protect the siding during the tear off process. Sheet with 1/2" OSB, over existing decking. Install proper roof vents per code. Replace any rotted/damaged roof deck before sheeting. Apply Ice and Water Shield to all roof edges and valleys. Install 15 lb. Felt paper to new roof deck. Install new plumbing stack boots. Install new aluminum gutter apron to the eaves. Install new aluminum drip edge on roof rake areas. Install "Owens Corning" 30 year architectural shingles (in color of owner's choice). Clean up and haul away all debris. Use a roller magnet to pick up nails from the property. Also, provide a minimum of 5 years warranty on the workmanship.	\$12,000.00
7	Windows: remove and replace 14 windows, plus 2 attic windows with "Alliance", "Kolbe" or equivalent single hung vinyl replacement windows with screens installed per the manufacturer's recommendations. Repair and caulk any aluminum window trim to provide a weather tight seal.	\$5,600.00
8	Brick Foundation Repairs: excavate ground at the SE and NW corners of the house to expose the brick foundation. Remove all loose brick. Reinstall brick or use new brick to rebuild the corner areas. Also, inspect and repair any deteriorated foundation brick on the South and West foundation walls after the sidewalk is removed. Also, inspect the front foundation wall and repair any deteriorated brick foundation areas on the front East wall after the porch deck and framing is removed. Scrape brick and clean with wire brush to remove all loose paint. Wash down brick with a muriatic acid wash and let dry thoroughly. Paint with "Sherwin Willaims Super Paint" Exterior Latex Primer or approved equal paint. Finish coat with "Sherwin Willaims Super Paint A-100" or approved equal exterior latex paint in color to be selected by owner.	\$3,000.00

Attachment "A"

9	Remove and replace the front driveway with concrete driveway (approx 25' x 10'). Also, provide and install metal pipes (2) sunk 3' in the ground and filled with concrete to provide a barrier protection for the gas meter in the NE corner of the house. Holes to be hand dug after calling diggers hotline to mark location of gas line.	\$1,250.00
10	Repair aluminum fascia trim for the rear porch roof (south side).	\$100.00
11	Install a 22' x 22' garage slab at the NW corner of the lot per the survey and garage plans.	\$3,500.00
12	Install a driveway off the rear alley per the attached survey. See attached concrete specifications	\$3,000.00
13	Remove and replace the public sidewalk per the attached concrete specifications.	\$1,000.00
14	Remove and replace front service sidewalk with concrete to run up to the edge of the front porch deck. The new porch stairs will be built on top of the sidewalk.	\$1,000.00
15	Remove and replace the south side service walk and replace with 3' wide service walk from the front to the rear of the house. The new service walk should be placed 18" away from the foundation wall and sloped away from the house.	\$1,000.00
16	Remove and replace the rear service sidewalk. New sidewalk should extend up to the south edge of the rear porch. New stairs will be built over the sidewalk.	\$750.00
17	Install a new service sidewalk to the new garage as shown on the Survey.	\$750.00
18	Frame and build 22' x 22' garage, including the overhead door and service door according to the plans and specifications provided. Include underground electrical circuit from house to garage with 3-way light switch at rear (kitchen) door.	\$12,500.00
Interior		
19	Kitchen/Hall Work: remove all kitchen cabinets, countertops, and ceramic floor tile.	\$500.00
20	Provide and install new kitchen cabinets, dishwasher and countertops per the new layout.	\$3,500.00
21	Provide and install new vinyl flooring for Kitchen and Upper Bath over 1/4" "Multi-Ply" or "Pre-Floor" brand underlayment installed per manufacturers recommendations. Vinyl flooring to be "Congoleum Utopia" with "ArmorGuard" vinyl or approved equal vinyl flooring with 10 year warranty. Maximum installed price not to exceed \$5.35 per square foot.	\$2,500.00
	Remove existing laminate floor in the 1 st floor hallway. install new 1/4" Multi-Ply or Pre-Floor 1/4" underlayment. Allow \$6.00 per square foot, including installation.	\$600.00
22	Remove existing carpeting including all staples and nails throughout the entire house and haul away.	\$300.00
23	Provide and install new carpeting and padding for the living room, front room, stairway, upper hallway, and bedrooms: Carpet pad to be 6 lb., 1/2" Rebond Padding or equal installed to manufacturer's specifications. Carpeting to be 26 oz. Per yd. Berber by "Philadelphia", "Mohawk", or "Shaw". Warranties to be 10-year quality assurance; 5 year stain/soil; and 5-year texture retention. Maximum installed price not to exceed \$2.00 per square foot.	\$4,000.00
24	Ceiling and joist repair on 1 st floor living room	\$1,200.00
25	Living Room ceiling repair – redrywall the entire living room ceiling	\$800.00
26	Interior Painting (First Floor, Stairway, Basement Stairway, and Second Floor): Patch all walls and ceilings with Durabond, clean, spot prime and paint with "Sherwin Williams, Pro Mar 400 Series or equal latex primer and paint finish.	\$4,500.00

Attachment "A"

27	Remove and replace all window and door casing for the entire house and replace with 3 1/2" pre-primed finger jointed pine to be finish painted with semi-gloss, latex paint.	\$3,500.00
28	Remove baseboards for the entire house (except the main stairway and upper hallway). Replace base boards with 5 1/4" pre-primed MDF baseboard with top profile and base shoe for non-carpeted areas. All base boards and shoe to be finish painted.	\$3,500.00
29	Remove and replace the upper stair rail to code. Rail system to be stained and finished with polyurethane.	\$500.00
30	Remove the existing linen closet in the upper hall and replace with a pre-made linen cabinet and soffit. Cabinet to be white laminate cabinet with 5 shelves.	\$600.00
31	Upper bathroom remodel: gut and remodel, including any floor joist repair. Provide and install new Mansfield or equal toilet, vanity with cultured marble sink with "Moen" faucet, "Aker" or equal fiberglass remodeler tub unit with "Moen" single lever pressure balanced, posi temp faucet. Provide and install a "Panasonic" Value Green low sone bath fan switched at the door. Provide and install 2 towel bars, paper holder and 1 towel ring and shower curtain rod.	\$7,000.00
32	Basement walls: remove all wood framing, paneling and drywall from the exterior basement walls and ceilings and haul debris away.	\$800.00
33	Plumbing: Rod sanitary sewer drain line from clean out in basement to main. Eliminate cistern in rear yard at NW corner and fill with sand. Eliminate galvanized plumbing supply pipe and replace with CPVC supply piping. Eliminate the existing water softener system. Provide and install new "Elkay Celebrity" stainless steel sink and "Moen" or equal faucet for the kitchen.	\$5,000.00
34	Remove existing HVAC system including all basement supply and return air duct work. Remaining duct runs to second floor to be cleaned out. Provide and install new 94% AFUE furnace, "Luxaire", "Carrier" or equivalent furnace with media filter. Include all new basement supply and return ducts. All duct joints to be sealed with mastic. Include new gas piping from the meter to the furnace and hot water heater. Include all new registers for 1 st and 2 nd floors.	\$7,500.00
35	Remove and rebuild the basement stairs per code with handrails.	\$800.00
36	Provide and install a new AO Smith 50 gallon hot water heater	\$750.00
37	Electrical: Upgrade electrical service and breaker box to 100 amp service with separate circuits to code. Check all outlets, switches and light fixtures for proper, safe wiring and grounding. Provide and install standard wireless smoke for each bedroom, hallway, living room, dining room and basement. Also provide and install two (2) "Kidde Nighthawk" or approved equal carbon monoxide detectors (one for each floor).	\$4,000.00
38	Check attic insulation and insulate as needed to achieve and R-38 insulation value with blown in fiberglass insulation. Seal the attic scuttle door with foam gasket and clips.	\$1,000.00
39	Landscaping Allowance (remove existing grass/weeds) and prepare for reseeding. Reseed front and rear lawns. Prep planting areas at front and rear porches with mulch and weed barrier.	\$3,500.00
40	Glass block basement windows	\$1,200.00
	SUBTOTAL	\$112,500.00
	15% Contingency	\$16,875.00
	TOTAL	\$129,375.00

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



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Members of the Finance Committee
Members of the Common Council

FROM: Anthony Geliche, Community Development Specialist *AG*

DATE: July 13, 2010

SUBJECT: *Request from Kenosha Human Development Services for an Extension to their 2009 CDBG Subgrantee Agreement – Roof at 5407 Eighth Avenue*

Kenosha Human Development Services is requesting an extension to their 2009 CDBG Subgrantee Agreement. The original Agreement was for the period August 1, 2009 to July 31, 2010.

They would like to request an extension to the Agreement to December 31, 2010.

Original Agreement Amount	\$49,500.00
Amount Expended to Date	<u>\$ 0.00</u>
Current Balance	\$49,500.00

A letter from Kenosha Human Development Services is attached.

AG:sks
Attachment



Kenosha
Human
Development
Services, Inc.

*A Private, Non-Profit
Community Social
Services Agency*

24-Hour Crisis Intervention

July 12, 2010

Anthony Geliche
Community Development Specialist
Department of City Development
625 52 Street, Room 308
Kenosha, WI 53140

Dear Mr. Geliche:

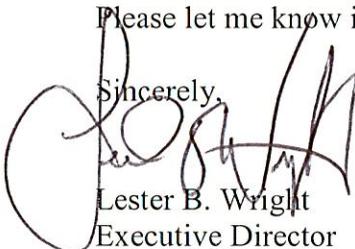
This letter is to respectfully request an extension of our subgrantee agreement for Community Development Block Grant Funds (CDBG) to December 31, 2010. This is an extension of an agreement that runs from August 1, 2009 to July 31, 2010. We received the agreement on September 10, 2009 and returned it to the city on October 6, 2009. This is our first request for an extension of a CDBG contract after successfully completing projects funded through the process since 1993.

The purpose of these funds is to replace the roof on our Community Services Building at 5407 8th Avenue. Because of our lack of expertise in managing such a project, we are working with Kueny Architects, LLC to develop the bid specifications and oversee the project. We chose them because they supervised the conversion of the building to office space in 1986 and had the original drawings of the building. We contacted them in March of 2010 to start the process and there was some difficulty in locating the plans. After they were located, we had an initial meeting on May 5, 2010. We stayed in regular contact with them and provided all information requested but due to their large volume of work, the bid specifications were not released until the first week of July.

The current status of the project is that John Wollenkamp who is a partner at Kueny Architects will meet with bidders on site July 13-15 and anticipates having bids back by the week of July 19-23. We would anticipate starting the work shortly after that.

Please let me know if you need further information.

Sincerely,



Lester B. Wright
Executive Director



COMMUNITY DEVELOPMENT BLOCK GRANT
AMENDMENT TO THE SUBGRANTEE AGREEMENT
BETWEEN

THE CITY OF KENOSHA
AND
KENOSHA HUMAN DEVELOPMENT SERVICES
(Roof at 5407 Eighth Avenue)

EXTENSION FOR USE OF FUNDS
(2009 Funding Year)

This amendment is made and entered into by and between the City of Kenosha, Wisconsin, a municipal corporation, organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "CITY" and Kenosha Human Development Services, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties hereto have previously entered into an agreement, relative to funding and services, approved by the Common Council on the 9th day of September 2009, Item #K1j, and

WHEREAS, the parties hereto desire to amend said agreement.

NOW, THEREFORE, in consideration of the mutual agreements, understandings, and undertakings hereinafter set forth, CITY and CONTRACTOR agree that the following items be amended to read as follows:

- I. RETENTION OF SERVICES. The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to personally perform, as an independent contractor not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract to continue through December 31, 2010.

- IV. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of this Agreement by all parties of interest, and shall be undertaken and completed in such sequence as to assure its expeditious completion in the light of the purposes of this Contract, but in any event, all of the services required hereunder shall be completed no later than December 31, 2010, which is the termination date of this contract, or until this contract is terminated.

All other terms and conditions of the original contract approved on September 9, 2009, Item K1j, shall remain as approved.

CITY OF KENOSHA
A Municipal Corporation

CONTRACTOR

BY: _____

BY: _____

Countersigned:

BY: _____

BY: _____

DATE: _____

DATE: _____



Engineering Division
 Michael M. Lemens, P.E.
 Director/City Engineer
Fleet Maintenance
 Mauro Lenci
 Superintendent
Administrative Supervisor
 Janice D. Schroeder

Street Division
 John H. Prijic
 Superintendent
Waste Division
 Rocky Bednar
 Superintendent
Park Division
 Jeff Warnock
 Superintendent

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

July 14, 2010

To: Michael J. Orth, Chairman, Parks Commission
 Anthony Nudo, Chairman, Stormwater Utility Committee
 David F. Bogdala, Chairman, Finance Committee

From: Jeff Warnock _____
 Superintendent of Parks

Subject Tree Removal Contract, 2010, #10-10

The Department of Public Works, Park Division has opened bids for the above referenced project.

Following is the list of the two low bidders:

Company	Initial List (#1) Price Bid 10-10	Removal List (#2), based on Additional Removals from Bid 10-10	Total Price
Droprite Tree & Landscaping, LLC	\$21,495.00	\$21,088.00	\$42,583.00
Lakeside Tree Service	\$21,420.00	\$24,712.00	\$46,132.00

It is recommended that this contract be awarded to Droprite Tree & Landscaping LLC, for \$42,583.00 plus \$17,417.00 in contingency funds for trees that may need to be removed, for total award amount of \$60,000.00. Fund is from CIP Line Item PK-93-004.

2010 CONTRACT TO REMOVE TREES

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation
[Through Its Department of Finance]**

And

**DROPRITE TREE & LANDSCAPE, LLC,
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, through its Department of Finance, hereinafter referred to as "**CITY**", and **DROPRITE TREE & LANDSCAPE, LLC**, a Wisconsin corporation, located at P.O. Box 163, Somers, Wisconsin 53171, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, CONTRACTOR has submitted to **CITY** a written proposal to remove trees according to the specifications and special conditions contained in the Request for Proposals, and **CITY** has accepted said proposal, effective upon **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

WHEREAS, the parties understand that this Contract is not a public construction contract under State law.

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

1. DEFINITIONS.

a. "**AGREEMENT**". The following documents comprise the complete Agreement: Request for Proposals, Proposal, this executed "2010 Contract To Remove Trees", Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determinations of City representative in charge of project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Finance and Park Division, and are incorporated into this Contract by reference.

b. "**CONTRACTOR**" shall mean Droprite Tree & Landscape, LLC, and any subcontractors approved by the **CITY**.

c. **"FORESTER"** shall mean the Forester of the City of Kenosha within the Park Division, and includes designees.

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

e. **"STUMPING"** means either removal of a stump or grinding of a stump, as appropriate.

f. **"REMOVAL PROCESS"** means the systematic removal of the tree, commencing with the first cut or break by the **CONTRACTOR**, and including the trunk, stump, and debris removal.

g. **"WORK"** means any contractual endeavor undertaken by **CONTRACTOR**, by itself and through approved subcontractors, to fulfill the terms of the Agreement, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.

h. **"WORKING DAY"** means a calendar day, excluding weekends and legal holidays.

2. WORK TO BE PERFORMED BY CONTRACTOR AND PRICE/COST. **CONTRACTOR**, for the sum of Twenty-one Thousand Four Hundred Ninety-five (\$21,495.00) Dollars, will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this Agreement. In the event of a conflict between the Request for Proposals, the Proposal and the 2010 Contract To Remove Trees, the terms and conditions of the 2010 Contract To Remove Trees shall control and supersede the other documents. Work comprises the removing the trees specified in Exhibit "A" in accordance with the Specifications and Special Conditions in Exhibit "B", which Exhibits are attached hereto and incorporated herein by reference. In the event of a conflict with this Contract To Remove Trees, the Specifications and Special Conditions will control and supersede an inconsistent provision in this 2010 Contract To Remove Trees.

3. COMMENCEMENT AND DILIGENT PROSECUTION OF WORK. **CONTRACTOR** will commence work within ten (10) working days following execution of Contract and notice to proceed, and will prosecute Work diligently until fully complete in accordance with this Contract. **CONTRACTOR** shall complete Work within the Contract term.

CONTRACTOR shall fully remove at least five (5) trees per week until Agreement is terminated. **CONTRACTOR** shall complete the removal process with respect to each tree within ten (10) working days of the start of the removal process.

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

CONTRACTOR has the duty of requesting of **FORESTER**, in writing, prior to the time for Contract completion, for an extension of time to complete the Work where the progress

of the Work was delayed, the Work will not be completed on time, and **CONTRACTOR** was not responsible for such delay. Should **FORESTER** grant an extension, **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should **FORESTER** determine that the Work will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was not justified, **FORESTER** shall provide **CONTRACTOR** with written notice requiring **CONTRACTOR** to take such extraordinary measures as may be required to complete Work on time, or as close to on time as possible. The failure of **CONTRACTOR** to take such extraordinary measures shall be grounds for **CITY** to suspend Work by **CONTRACTOR** and take such other measures as will assure completion of Work within the Contract time, or if that is impossible, within a reasonable time. Nothing contained herein shall prevent **FORESTER** from stopping the **CONTRACTOR** from proceeding with Work beyond the time set for the completion date where the completion date was not extended.

4. CONTRACT TERM. The term of this Contract shall be from the date of execution until each of the following:

- a. Respecting Work, until completion and acceptance, or December 31, 2010, whichever is earlier.
- b. Respecting warranty, until expiration of warranty term.
- c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of applicable statutes of limitations where no claims were filed.

5. TERMINATION FOR CAUSE. In the event either party should fail to fulfill in a timely manner its obligation under this Agreement, the nonbreaching party shall thereupon have the right to terminate this Agreement by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

CONTRACTOR shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of **FORESTER**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

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

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

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

8. SUSPENSION OF WORK BY CITY. **FORESTER** shall have authority to suspend Work where he/she believes that **CONTRACTOR** is not performing Work in

accordance with this Contract. **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete Work where Work is suspended by **FORESTER** for good cause.

9. INJUNCTIONS. Should a preliminary or temporary injunction suspend Work for a period of time, the deadline for completion of Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits Work, this Contract shall be null and void as of the date such injunction, Court order or judgment becomes final, although **CONTRACTOR** shall be entitled to reasonable compensation for Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of Work, this Contract shall be deemed modified in accordance therewith and compensation of **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of Work.

10. CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE. **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of Work identified in **CITY** Request for Proposals. Increases in the scope of Work shall result in a determination of **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in **CITY** Department of Finance and Park Division, and incorporated into this Contract by reference. Should **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided **FORESTER** attaches thereto a written report so indicating.

11. WAIVER OF RIGHTS. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES. **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in said list must be approved by **FORESTER**. **CONTRACTOR** is responsible for the Work of subcontractors and for delays in Work occasioned thereby.

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

13. CONTROL AND PROTECTION OF WORK SITE. **CONTRACTOR** shall be responsible for the control and protection of Work site from commencement of Work until Work is completed.

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

15. CITY COOPERATION. CITY will reasonably cooperate with **CONTRACTOR** to facilitate **CONTRACTOR'S** performance of Work. CITY will physically mark trees to be removed and notify **CONTRACTOR** of the nature of the markings. **CONTRACTOR** will provide reasonable notice to CITY when the assistance thereof is requested. However, CITY has no obligation to supervise or perform any part of Work.

16. GOVERNMENTAL PERMITS AND APPROVALS. **CONTRACTOR** is authorized to perform work under this Contract without obtaining a separate permit from the **FORESTER** or a Street Encroachment Permit.

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

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

CONTRACTOR, at all times Work is being performed, shall assign an employee or agent on the Work site to be the person to whom **FORESTER** may furnish instructions or orders, or make inquiries of at all times when Work is being performed. The name of such employee or agent shall be submitted to **FORESTER** in writing, upon commencement of Work.

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

20. INSPECTION. CITY has the right, at its cost and expense, to assign or retain inspectors to determine that Work is performed in conformance with this Contract. Only **FORESTER**, however, can reject Work. The use of inspectors by CITY shall not relieve **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a CITY inspector to notice or reject improper or defective Work shall not waive any rights of **FORESTER** to have **CONTRACTOR** take corrective action at **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects, when discovered. The use of inspectors by CITY shall not relieve **CONTRACTOR** of its duty to maintain a safe workplace.

21. WORKMANSHIP. Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Materials used must be suitable to and compatible with the nature of the Work, Work site and prevailing year round weather conditions that affect Work and the Work site.

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

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

Within twenty-four (24) hours after the completion of the Removal Process on a specified tree, **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the Work site and the sites of easements and areas related to Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should **CONTRACTOR** neglect any such duty, **FORESTER** may cause any such Work to be performed at **CONTRACTOR'S** cost and expense.

24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS. **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this Contract and **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Finance.

25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION. In the event that **CONTRACTOR** fails to fully and completely perform Work within the Contract term, **CONTRACTOR** shall pay to **CITY** for such default the sum of One Hundred (\$100.00) Dollars per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due **CITY** from **CONTRACTOR**.

26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT. **CONTRACTOR** recognizes the right of **CITY** to suspend Work, to order the revision of nonconforming Work, to re-let all or part of Work or to itself perform such Work as may be required to ensure the timely completion of Work or to replace improper or defective Work, as determined necessary by **FORESTER**. No provision of this section 26 may be construed to relieve **CONTRACTOR** of its obligations under this Contract.

27. OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT. **CONTRACTOR** will promptly, upon receipt of written demand from **CITY** Director of Finance, refund any Overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall pay **CITY** interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full.

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

28. SAFETY PRECAUTIONS. **CONTRACTOR**, during the performance of Work, shall assume control of the Work site and put up and properly maintain, at **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make Work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with Work, during both day and night hours. **FORESTER** may order **CONTRACTOR**, by a time or date certain, to take designated safety

measures and the failure of **CONTRACTOR** to promptly obey said order shall result in liquidated damages of Five Hundred (\$500.00) Dollars per day for each day said order is not complied with. **CONTRACTOR** shall be fully responsible for making the Work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of **FORESTER** or **CITY** inspectors or lack thereof, in this regard. **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

29. PAYMENT - ACCEPTANCE OF WORK. Payment shall be made by **CITY** on a monthly basis upon submission of invoice for completed Work to **CITY** Director of Finance, within fifteen (15) days after **FORESTER** executed a document accepting Work as being performed in accordance with this Contract, subject to the following.

CITY may withhold payment if **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which **CITY** may have against **CONTRACTOR** for improper, defective, or rejected Work or liquidated damages due to delay in the schedule of time for Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of **CONTRACTOR** which **CITY** could be secondarily liable for, which secondary liability was not assumed by **CITY** under this Contract.

Work shall not be accepted by **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and lien waivers or releases have been procured and filed with the **CITY** Finance Director.

30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION. **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Workers' and Unemployment Compensation or any other purpose. **CONTRACTOR** shall be responsible for Workers and Unemployment Compensation with respect to its employees.

31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES. **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of **FORESTER** and **CITY** is not liable for any costs and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and **CITY** will not be obligated to pay to **CONTRACTOR** any money for any Work performed by an unauthorized party. If this Contract is voided, **CONTRACTOR** will continue to be responsible for maintaining the safety of the Work site until relieved of this obligation by **FORESTER** or until another contractor takes possession of the Work site. The **CONTRACTOR** will be responsible for any cost, loss, expense or damages the **CITY** may incur in enforcing this provision.

32. INDEMNITY AND HOLD HARMLESS AGREEMENT. **CONTRACTOR** agrees that it will, at all times relevant to this Contract, defend, indemnify and hold harmless **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by **CONTRACTOR** or as a result of the willful or negligent act or omission of **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from **CONTRACTOR'S** failure to perform or

observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer for sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

33. INSURANCE. CONTRACTOR, prior to performing Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.

- Commercial General Liability: General Aggregate - One Million (\$1,000,000.00) Dollars; each occurrence - One Million (\$1,000,000.00) Dollars.
- Automobile Liability:
 - Bodily injury per person - One Million (\$1,000,000.00) Dollars;
 - Bodily injury per accident- One Million (\$1,000,000.00) Dollars;
 - Property damage - Two Hundred Thousand (\$200,000.00) Dollars, or a combined single limit of One Million (\$1,000,000.00) Dollars.
- Worker's Compensation - Statutory limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to Finance Department of **CITY**, which shall provide that should any of the described policies be cancelled or terminated before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the **CITY**.

34. COOPERATION. CONTRACTOR shall permit **CITY** employees and representatives to have reasonable access to Work site at all times.

35. SEVERABILITY. It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

36. NONDISCRIMINATION. In the performance of Work under this Contract, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. Work is to be performed in accordance with the Federal Americans With Disabilities Act.

37. NO THIRD PARTY BENEFICIARIES. This Contract is intended to be solely for the benefit of the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees.

38. FULL AGREEMENT - MODIFICATION. This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that **CITY** Director of Finance must approve any amendment of this Contract.

DROPRITE TREE & LANDSCAPE, LLC,
A Wisconsin Corporation

BY: _____
DANIEL TESSMANN, Managing Member
Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

ADDRESS	STREET	SPECIES	Cost	Modifier	DBH	LOCATION	RPLCT	MARKED	NOTES
3551	10 AVE.	SILVER MAPLE			44		1	01/21/10	
7718	10 AVE.	NORWAY MAPLE			20		1	01/20/10	LOW GROWING VARIETY
7551	15 AVE.	LINDEN			16	ON 15 AVENUE	1	01/20/10	
4710	17 AVE.	SILVER MAPLE			18		1	01/20/10	LOW GROWING VARIETY
7504	19 AVE.	LINDEN			21	ON 75 STREET	1	01/21/10	LOW GROWING VARIETY
4219	21 AVE.	LINDEN			29		1	01/20/10	
1685	21 ST.	NORWAY MAPLE			17		1	01/20/10	
2821	23 AVE.	SUGAR MAPLE			29		1	01/21/10	
3012	23 AVE.	ASH			28		0	01/20/10	
6703	23 AVE.	SIBERIAN ELM			44		1	01/22/10	
7119	24 AVE.	SILVER MAPLE			36		1	01/20/10	
7119	24 AVE.	SILVER MAPLE			38		N/A	01/20/10	
7328	24 AVE.	NORWAY MAPLE			13		1	01/20/10	LOW GROWING VARIETY
2303	24 ST.	NORWAY MAPLE			17	WEST TREE	1	01/20/10	ON 23 AVENUE
7947	25 AVE.	ASH			20		1	01/20/10	STREET LIGHT CONFLICT
2216	26 AVE.	NORWAY MAPLE			15		1	01/20/10	
2217	26 AVE.	NORWAY MAPLE			22		1	01/20/10	
3106	26 AVE.	HONEYLOCUST			26		1	01/22/10	LOW GROWING VARIETY
5557	31 AVE.	NORWAY MAPLE			31		0	01/22/10	
5557	31 AVE.	NORWAY MAPLE			31		0	01/22/10	
5557	31 AVE.	NORWAY MAPLE			24		0	01/22/10	
2616	31 ST.	NORWAY MAPLE			28		1	01/22/10	
2120	32 ST.	LINDEN			24		1	01/20/10	
7738	34 AVE.	SILVER MAPLE			44		1	01/22/10	
6708	35 AVE.	SIBERIAN ELM			36		1	01/20/10	
7209	38 AVE.	SILVER MAPLE			39		1	01/21/10	
5606	44 AVE.	NORWAY MAPLE			26	SOUTH TREE	0	01/21/10	EXISTING STREET TREE
6109	44 AVE.	NORWAY MAPLE			22		1	01/21/10	
6118	44 AVE.	SILVER MAPLE			22		1	01/21/10	
6118	44 AVE.	SILVER MAPLE			16		N/A	01/21/10	
6320	5 AVE.	ASH			17		0	01/21/10	NARROW PARKWAY AND WIRES
6320	5 AVE.	ASH			15		1	01/21/10	NARROW PARKWAY AND WIRES
6323	57 AVE.	SILVER MAPLE			15		1	01/22/10	
6323	57 AVE.	SILVER MAPLE			11		N/A	01/22/10	
6414	57 AVE.	NORWAY MAPLE			20		?	01/22/10	
4053	6 AVE.	NORWAY MAPLE			22	SOUTH TREE	NO	01/20/10	EXISTING STREET TREE
4103	6 AVE.	BOXELDER			15	NORTH TREE	NO	01/20/10	EXISTING STREET TREE

EXHIBIT A

2010 Contract Removal List #1

ADDRESS	STREET	SPECIES	Cost	Modifier	DBH	LOCATION	RPLCT	MARKED	NOTES
4517	60 ST.	SUGAR MAPLE			20	TREE ON 46 AVE.	1	01/21/10	
920	62 ST.	NORWAY MAPLE			35	ON 62 STREET	1	01/21/10	
920	62 ST.	NORWAY MAPLE			28	ON 62 STREET	N/A	01/21/10	
214	68 PLACE	ASH			24	ON 68 PLACE		01/22/10	
214	68 PLACE	ASH			24	ON 68 PLACE		01/22/10	
214	68 PLACE	ASH			24	ON 68 PLACE		01/22/10	
4007	7 AVE.	HONEYLOCUST			24		1	01/21/10	
4408	7 AVE.	HONEYLOCUST			20		1	01/21/10	LOW GROWING VARIETY
2618	73 ST.	SUGAR MAPLE			21		1	01/21/10	LOW GROWING VARIETY
2618	73 ST.	SUGAR MAPLE			26		N/A	01/21/10	
3118	74 ST.	SILVER MAPLE			31	EAST TREE ON 74 ST.	0	01/21/10	
3118	74 ST.	SILVER MAPLE			28	ON 32 AVENUE	1	01/21/10	
4302	79 ST.	NORWAY MAPLE			20	NORTH TREE	1	01/21/10	ON 43 AVENUE
4620	79 ST.	SUGAR MAPLE			18	SOUTH TREE	0	01/21/10	ON 47 AVENUE
3501	86 PL.	ASH			28		1	01/21/10	
LINCOLN	PARK	ASH			28			02/01/10	N. SIDE OF M.L.K. DRIVE, 110' W OF 18 AVE
LINCOLN	PARK	ASH			25			02/01/10	N. SIDE OF M.L.K. DRIVE, 200' W OF 18 AVE
LINCOLN	PARK	ASH			22			02/01/10	S. SIDE OF M.L.K. DRIVE, 360' W OF 18 AVE
5802	PERSHING	NORWAY MAPLE			25	ON 58 ST.	1	01/21/10	
5903	PERSHING	NORWAY MAPLE			24	SOUTH TREE	0	01/21/10	EXISTING STREET TREE
6717	PERSHING	NORWAY MAPLE			18	NORTH TREE	1	01/21/10	
906	WASHINGTON	HONEYLOCUST			15		2	01/21/10	

**CITY OF KENOSHA, WISCONSIN
PARK DIVISION**

**TREE REMOVAL CONTRACT SPECIFICATIONS
AND SPECIAL CONDITIONS**

Proposal No. 10-10

WORK TO BE PERFORMED. Work shall consist of tree removal - severing and lowering portions of trees that prevent all damage to property, including turf, sidewalks, utilities, vehicles, persons and the like. This includes removing stumps and debris from the site and proper disposal.

LOCATION OF WORK. Work will consist of tree removal on public right-of-ways, City-wide, per the attached list, which is incorporated herein by reference.

SUPERVISION. Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge of work at all times to whom the Park Division may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to the Park Division of Contractor's responsible person(s).

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

PUBLIC RELATIONS. The Kenosha Park Division has notified abutting property owners of anticipated work using the "Work Notification Form" and/or the "Hazard Tree Removal Notification" letter.

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

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

REMOVAL. Only trees designated by the Park Division on designated work orders are to be removed. Trees are to be topped before removal, unless conditions allow felling, and removed at a maximum stump height of four (4") inches above the highest surrounding grade. No trees shall be felled onto sidewalks, traffic signs, hydrants or other infrastructure. **Removal includes: stump removal, removal of basal sprouts, brush, vines and weeds within three (3') feet of trunk.** Cleanup must be completed within two (2) hours of removal. The site is to be left in a condition at least as clean as pre-work conditions. Tree parts dropped or lowered from trees are to be kept off private property as much as possible. For

trees marked for removal that extend through power and/or telephone and/or cable television wires, it will be Contractor's responsibility to notify the responsible utilities prior to removal and make any necessary arrangements. Contractor is responsible for the hauling and disposal of all waste wood harvested during removal operations.

Once the removal process has begun for any said tree, the tree must be removed down to and including the stem, within five (5) working days of start. Any exception to this must be approved by the City Forester. The Kenosha Park Division may prioritize removals at its discretion. The Contractor shall be given twenty-four (24) hours advance notification of such action.

STUMP GRINDING. Only stumps designated by the Park Division on designated work orders are to be ground. Stumps and all exposed roots are to be ground out to a depth of twelve (12") inches below surface of soil and to a radius of five (5') feet to provide a uniform and level surface. Grinding debris will be packed into and mounded over stump hole to a height of two (2") inches above curb or sidewalk height. Contractor is responsible for the hauling and deposit of all excess grinding debris. Cleanup must be completed within two (2) hours of grinding. The site is to be left in a condition at least as clean as pre-work conditions. Grinding debris is to be kept off private property, streets and sidewalks as much as possible. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump grinding. Stumps must be ground within three (3) weeks of tree removal.

TRAFFIC CONTROL. Traffic control is the total responsibility of Contractor and must be coordinated with the Public Safety Dispatcher (656-1234). Contractor is responsible for posting the streets where work is to be performed twenty-four (24) hours prior to the work's commencement. If it becomes necessary to tow parked vehicles, the Contractor shall coordinate towing with the Park Division.

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

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

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

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



Engineering Division
 Michael M. Lemens, P.E.
 Director/City Engineer
Fleet Maintenance
 Mauro Lenci
 Superintendent
Administrative Supervisor
 Janice D. Schroeder

Street Division
 John H. Prijic
 Superintendent
Waste Division
 Rocky Bednar
 Superintendent
Park Division
 Jeff Warnock
 Superintendent

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

July 14, 2010

To: Michael J. Orth, Chairman, Parks Commission
 Anthony Nudo, Chairman, Stormwater Utility Committee
 David F. Bogdala, Chairman, Finance Committee

From: Jeff Warnock _____
 Superintendent of Parks

Subject Tree Pruning Contract, 2010, #09-10

The Department of Public Works, Park Division has opened bids for the above referenced project.

Following is the list of the bidders:

Company	Estimated Number of Trees	Price per Tree	Total Price
Trees : "R" Us, Inc	4500	\$14.94	\$67,230.00
Lakeside Tree Service	4500	\$16.00	\$72,000.00
Arbor Images	4500	\$18.00	\$81,000.00
Trees-B-Gone	4500	\$19.91	\$89,595.00
Aerial Work Services Co,	4500	\$35.00	\$157,500.00
Asplundh Tree Expert Co.	4500	\$42.80	\$192,600.00
Droprite Tree & Landscape, LLC	4500	\$100.00	\$450,000.00
Water, Wood and Stone	4500	\$126.00	\$567,000.00

It is recommended that this contract be awarded to Trees "R" Us, Inc, Wauconda, Illinois, for \$67,230.00 plus \$32,770.00 in contingency funds for additional trees that could be pruned, for total award amount of \$100,000.00. Fund is from 501-09-50106-219 of the Storm Water Utility.

**2010 CONTRACT TO PROVIDE MAINTENANCE PRUNING
TO LAWN PARK AREA AND PUBLIC RIGHT-OF-WAY TREES**

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation
[Through Its Department of Finance]**

And

**TREES "R" US, INC.,
An Illinois 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, through its Department of Finance, hereinafter referred to as "**CITY**", and **TREES "R" US, INC.**, an Illinois corporation, located at P.O. Box 6014, Wauconda, Illinois 60084, hereinafter referred to as "**CONTRACTOR**".

W I T N E S S E T H:

WHEREAS, CONTRACTOR has submitted to **CITY** a written proposal to provide maintenance pruning work to lawn park area and public right-of-way trees located on all City streets and avenues East of 39th Avenue and South of 60th Street, including 39th Avenue and 60th Street street trees, according to the specifications and special conditions contained in the Request for Proposals, and **CITY** has accepted said proposal, effective upon **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

WHEREAS, the parties understand that this Contract is not a public construction contract under State law.

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

1. DEFINITIONS.

- a. "**CITY**" shall mean the City of Kenosha, Wisconsin.
- b. "**FORESTER**" shall mean the Forester of the City of Kenosha within the Park Division, and include designees.
- c. "**CONTRACT**". The following documents comprise the complete Contract: Request for Proposals, Proposal, Executed Contract, Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determinations of City representative in charge of project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Finance

Department and Park Division, and are incorporated into this Contract by reference.

d. **"CONTRACTOR"** shall mean the party who proposed to do Work herein described whose proposal was accepted by **CITY**. The term shall include approved subcontractors.

e. **"WORK"** means any contractual endeavor undertaken by **CONTRACTOR**, by itself and through approved subcontractors, to fulfill the terms of the Proposal as accepted, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.

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

2. WORK TO BE PERFORMED BY CONTRACTOR AND PRICE/COST.
CONTRACTOR, for the sum of Sixty-seven Thousand Two Hundred Thirty (\$67,230.00) Dollars, will perform and complete, or will cause to be performed and completed, all Work, defined in this Contract, in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this Contract. In the event of a conflict between the Request for Proposals, the Proposal and the Contract, the terms and conditions of the Contract shall control and supersede the other documents. Work shall consist of providing maintenance pruning to all lawn park areas and right-of-way trees on all City streets and avenues located East of 39th Avenue and South of 60th Street, including 39th Avenue and 60th Street street trees, in accordance with the Specifications and Special Conditions in Exhibit "A", which Exhibit is attached hereto and incorporated herein by reference. In the event of a conflict with this Contract, said document will control and supersede an inconsistent Contract provision.

3. COMMENCEMENT AND DILIGENT PROSECUTION OF WORK.
CONTRACTOR will commence work within thirty (30) working days following execution of Contract and notice to proceed, and will prosecute Work diligently until fully complete in accordance with this Contract. **CONTRACTOR** shall complete Work within the Contract term.

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

CONTRACTOR has the duty of requesting **CITY** Forester, in writing, prior to the time for Contract completion, for an extension of time to complete the Work where the progress of the Work was delayed, the Work will not be completed on time, and **CONTRACTOR** was not responsible for such delay. Should **CITY** Forester grant an extension, **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should **CITY** Forester determine that the Work will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was not justified, **CITY** Forester shall provide **CONTRACTOR** with written notice requiring **CONTRACTOR** to take such extraordinary measures as may be required to complete Work on time, or as close to on time as possible. The failure of **CONTRACTOR** to take such extraordinary measures shall be grounds for **CITY** to suspend Work by **CONTRACTOR** and take such other measures as will assure

completion of Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing herein contained shall prevent **CITY Forester** from stopping the **CONTRACTOR** from proceeding with Work beyond the time set for the completion date where the completion date was not extended.

4. CONTRACT TERM. The term of this Contract shall be from the date of execution until each of the following:

a. Respecting Work, until completion and acceptance, or December 31, 2010, whichever is earlier.

b. Respecting warranty, until expiration of warranty term.

c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of statute of limitations where no claims filed.

5. TERMINATION FOR CAUSE. In the event either party should fail to fulfill in a timely manner its obligation under this Agreement, the nonbreaching party shall thereupon have the right to terminate this Agreement by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

CONTRACTOR shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of **CITY Forester**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

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

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

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

8. SUSPENSION OF WORK BY CITY. **CITY Forester** shall have authority to suspend Work where he/she believes that **CONTRACTOR** is not performing Work in accordance with this Contract. **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete Work where Work is suspended by **CITY Forester** for good cause.

9. INJUNCTIONS. Should a preliminary or temporary injunction suspend Work for a period of time, the deadline for completion of Work shall be extended by such time as the preliminary to temporary injunction was in effect. In the event a permanent injunction or Court

order or judgment prohibits Work, this Contract shall be null and void as of the date such injunction, Court order or judgment becomes final, although **CONTRACTOR** shall be entitled to reasonable compensation for Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of Work, this Contract shall be deemed modified in accordance therewith and compensation of **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of Work.

10. CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.

CONTRACTOR does not have the discretion to refuse to comply with a Change Order to increase the scope of Work identified in **CITY** Request for Proposals. Increases in the scope of Work shall result in a determination of **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **CITY** Forester on behalf of the **CITY**, and by **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in **CITY** Finance Department and Park Division, and incorporated into this Contract by reference. Should **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided **CITY** Forester attaches thereto a written report so indicating.

11. WAIVER OF RIGHTS. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES. **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in said list must be approved by **CITY** Forester. **CONTRACTOR** is responsible for the Work of subcontractors and for delays in Work occasioned thereby.

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

13. CONTROL AND PROTECTION OF WORK SITE. **CONTRACTOR** shall be responsible for the control and protection of Work site from commencement of Work until Work is completed.

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

15. CITY COOPERATION. **CITY** will reasonably cooperate with **CONTRACTOR** to facilitate **CONTRACTOR'S** performance of Work. **CITY** will physically mark trees to be removed and notify **CONTRACTOR** of the nature of the markings. **CONTRACTOR** will provide reasonable notice to **CITY** when the assistance thereof is requested. However, **CITY** has no obligation to supervise or perform any part of Work.

16. GOVERNMENTAL PERMITS AND APPROVALS. CONTRACTOR is authorized to perform work under this Contract without obtaining a separate permit from the CITY Forester or a Street Encroachment Permit.

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

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

CONTRACTOR, at all times Work is being performed, shall assign an employee or agent on the Work site to be the person to whom CITY Forester may furnish instructions or orders, or make inquiries of at all times when Work is being performed. The name of such employee or agent shall be submitted to CITY Forester in writing, upon commencement of Work.

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

20. INSPECTION. CITY has the right, at its cost and expense, to assign or retain inspectors to determine that Work is performed in conformance with this Contract. However, only CITY Forester can reject Work. The use of inspectors by CITY shall not relieve CONTRACTOR of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a CITY inspector to notice or reject improper or defective Work shall not waive any rights of CITY Forester to have CONTRACTOR take corrective action at CONTRACTOR'S cost and expense to remedy such deficiencies or defects, when discovered. The use of inspectors by CITY shall not relieve CONTRACTOR of its duty to maintain a safe workplace.

21. WORKMANSHIP. Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Materials used must be suitable to and compatible with the nature of the Work, Work site and prevailing year round weather conditions which affect Work and the Work site.

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

23. CLEANUP. CONTRACTOR shall at all times keep all areas related to Work, including all right-of-ways, streets, highways, alleys and private or public property adjacent to

the Work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of Work.

Within twenty-four (24) hours after the completion of Work on a specified tree, **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the Work site and the sites of easements and areas related to Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should **CONTRACTOR** neglect any such duty, **CITY** Forester may cause any such Work to be performed at **CONTRACTOR'S** cost and expense.

24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS. **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this Contract and **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Finance.

25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION. In the event that **CONTRACTOR** fails to fully and completely perform Work within the Contract term, **CONTRACTOR** shall pay to **CITY** for such default the sum of One Hundred (\$100.00) Dollars per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due **CITY** from **CONTRACTOR**.

26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT. **CONTRACTOR** recognizes the right of **CITY** to suspend Work, to order the revision of nonconforming Work, to re-let all or part of Work or to itself perform such Work as may be required to ensure the timely completion of Work or to replace improper or defective Work, as determined necessary by **CITY** Forester. However, none of the above shall relieve **CONTRACTOR** of its obligations under this Contract.

27. OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT. **CONTRACTOR** will promptly, upon receipt of written demand from **CITY** Director of Finance, refund any Overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall pay **CITY** interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full.

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

28. SAFETY PRECAUTIONS. **CONTRACTOR**, during the performance of Work, shall assume control of the Work site and put up and properly maintain, at **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make Work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with Work, during both day and night hours. **CITY** Forester may order **CONTRACTOR**, by a time or date certain, to take designated safety

measures and the failure of **CONTRACTOR** to promptly obey said order shall result in liquidate damages of Five Hundred (\$500.00) Dollars per day for each day said order is not complied with. **CONTRACTOR** shall be fully responsible for making the Work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of **CITY** Forester or **CITY** inspectors or lack thereof, in this regard. **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

29. PAYMENT - ACCEPTANCE OF WORK. Payment shall be made by **CITY** on a monthly basis upon submission of invoice for completed Work to **CITY** Director of Finance, within fifteen (15) days after **CITY** Forester executed a document accepting Work as being performed in accordance with this Contract, subject to the following.

Payment will not be made for so long as any order relative to seeking compliance with this Contract made to **CONTRACTOR** by **CITY** Forester is not complied with. Payment will be reduced by the amount of any claim which **CITY** may have against **CONTRACTOR** for improper, defective, or rejected Work or liquidated damages due to delay in the schedule of time for Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of **CONTRACTOR** which **CITY** could be secondarily liable for, which secondary liability was not assumed by **CITY** under this Contract.

Work shall not be accepted by **CITY** Forester until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and lien waivers or releases have been procured and filed with the **CITY** Finance Director.

30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION. **CONTRACTOR** acknowledges that it is an independent Contractor and that its employees and agents are not the employees of the **CITY** for purposes of Workers and Unemployment Compensation or any other purpose. **CONTRACTOR** shall be responsible for Workers and Unemployment Compensation with respect to its employees.

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

32. INDEMNITY AND HOLD HARMLESS AGREEMENT. **CONTRACTOR** agrees that it will, at all times relevant to this Contract, defend, indemnify and hold harmless **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by **CONTRACTOR** or as a result of the willful or negligent

act or omission of **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer for sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

33. INSURANCE. **CONTRACTOR**, prior to performing Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.

- Commercial General Liability: General Aggregate - One Million (\$1,000,000.00) Dollars; each occurrence - One Million (\$1,000,000.00) Dollars.
- Automobile Liability:
 - Bodily injury per person - One Million (\$1,000,000.00) Dollars;
 - Bodily injury per accident- One Million (\$1,000,000.00) Dollars;
 - Property damage - Two Hundred Thousand (\$200,000.00) Dollars, or a combined single limit of One Million (\$1,000,000.00) Dollars.
- Worker's Compensation - Statutory limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to Finance Department of **CITY**, which shall provide that should any of the described policies be cancelled or terminated before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the certificate holder.

34. COOPERATION. **CONTRACTOR** shall permit **CITY** employees and representatives to have reasonable access to Work site at all times.

35. SEVERABILITY. It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

36. NONDISCRIMINATION. In the performance of Work under this Contract, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. Work is to be performed in accordance with the Federal Americans With Disabilities Act.

37. NO THIRD PARTY BENEFICIARIES. This Contract is intended to be solely for the benefit of the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees.

38. FULL AGREEMENT - MODIFICATION. This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by

the mutual agreement of the parties hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that CITY Director of Finance must approve any amendment of this Contract.

39. GOVERNING LAW; VENUE. This Contract shall be construed, enforced and governed in all respects, in accordance with the laws and statutes of the United States of America and the State of Wisconsin, and as they may be amended from time to time. All disputes between the parties to this Contract are to be venued in the courts of Kenosha County, Wisconsin, or the Federal Courts for the Eastern District of Wisconsin; the parties consent to personal jurisdiction thereto.

40. NOTICES. Notices required by or relevant to this Contract shall be furnished by **CONTRACTOR** to **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **CITY** Forester or Director of Finance at the Municipal Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140.

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

Nick Willis,
Vice President,
Trees "R" Us, Inc.,
P.O. Box 6014,
Wauconda, Illinois 60084

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

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

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

BY: _____
CAROL STANCATO, Finance Director
Date: _____

BY: _____
RONALD L. BURSEK,
Director of Public Works
Date: _____

BY: _____
DIRK NELSON, City Forester
Date: _____

**TREES "R" US, INC.,
An Illinois Corporation**

BY: _____
JENNI WILLIS, President
Date: _____

BY: _____
NICK WILLIS,
Vice President
Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

EXHIBIT A

**CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT**

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

Proposal No. 09-10

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

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

- ◆ East of 39th Avenue and South of 60th Street, including 39th Avenue and 60th Street street trees.

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

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

Contractor shall provide the City with a sample of the notification letter to be given to residents in the 2010 Pruning Contract area in advance of commencement of work.

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

SCHEDULE. Pruning operations shall commence no later than thirty (30) days after Contract has been awarded. The time limit for completion of work is December 31, 2010, with any trees within the outlined pruning area that have not been pruned, but which require pruning, being placed on future pruning contracts where no time extension is granted.

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

The Kenosha Park Division may prioritize prunings at its discretion. The Contractor shall be given 24 hours advance notification of any such action. These prunings may occur outside the designated contract pruning location.

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

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

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

PUBLIC RELATIONS. The Park Division has notified abutting property owners of anticipated work using the "Work Notification Form".

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

SAFETY. Work will conform to the most recent revision of American National

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

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

TREE PRUNING. The purpose of the Tree Pruning Contract is to raise the lawn park area trees so that they are in compliance with Section 34.05 D. of the Code of General Ordinances for the City of Kenosha, Wisconsin.

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

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

Not every tree within the 2010 Pruning Contract area will require maintenance pruning. Contractor shall bypass and note trees do not require Contract pruning.

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

TRAFFIC CONTROL. Traffic control is the total responsibility of Contractor and must be coordinated with the Public Safety Dispatcher (656-1234). Contractor is responsible for posting the streets where work is to be performed twenty-four (24) hours prior to the work's commencement. If it becomes necessary to tow parked vehicles, the Contractor shall coordinate towing with the Park Division.

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

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

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

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

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

apparatus.

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

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

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

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

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

EVIDENCE. In all situations involving injury or property damage, Contractor is not to perform further work until photography, police reports and other evidence gathering

activities are completed. The Kenosha Park Division will supply guidelines for this situation. Contractor is to make no statement to anyone about which party might be liable for damages or injuries, or what caused any tree to break apart, fall, etc. All such questions shall be directed to Kenosha Park Division at 653-4080.

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

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



Engineering Division
 Michael M. Lemens, P.E.
 Director/City Engineer
Fleet Maintenance
 Mauro Lenci
 Superintendent
Administrative Supervisor
 Janice D. Schroeder

Street Division
 John H. Prijic
 Superintendent
Waste Division
 Rocky Bednar
 Superintendent
Park Division
 Jeff Warnock
 Superintendent

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

July 14, 2010

To: Michael J. Orth, Chairman, Parks Commission
 Anthony Nudo, Chairman, Stormwater Utility Committee
 David F. Bogdala, Chairman, Finance Committee

From: Jeff Warnock _____
 Superintendent of Parks

Subject Tree Reforestation Contract, 2010, #11-10

The Department of Public Works, Park Division has opened bids for the above referenced project.

Following is the list of the bidders:

Company	Grand Total
Paul Swartz Nursery & Garden Shop, Inc	\$26,670.00
Arthur Weiler	\$27,800.00
Dan Larsen Landscaping, Inc	\$31,670.00
The Swartz Nurseries, Inc	\$35,350.00
Breezy Hill Nursery, Inc	\$35,827.40
Green Man Wood Services, Inc	\$42,000.00
J. Kasian Sons	\$42,030.00
Water, Wood And Stone	\$50,495.00
McKay Nursery Co	No Bid

It is recommended that this contract be awarded to Paul Swartz Nursery & Garden Shop, Inc, Burlington, Wisconsin, for \$26,670.00 plus \$23,330.00 in contingency funds for additional trees that may be required for storm related replacements (if needed), for total award amount of \$50,000.00. Fund is from CIP Line Item PK-93-004.

**2010 CONTRACT TO PROVIDE TREES
AND TO PLANT SAID TREES IN CITY LAWN PARK AREAS
AND PUBLIC RIGHTS-OF-WAY**

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation
[Through Its Department of Finance]**

And

**PAUL SWARTZ NURSERY & GARDEN SHOP, INC.,
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, through its Department of Finance, hereinafter referred to as "**CITY**", and **PAUL SWARTZ NURSERY & GARDEN SHOP, INC.**, a Wisconsin corporation, located at 30728 - 93rd Street, Burlington, Wisconsin 53105, hereinafter referred to as "**CONTRACTOR**".

W I T N E S S E T H:

WHEREAS, **CONTRACTOR** has submitted to **CITY** a written proposal to provide the trees and the labor and equipment to plant said trees on parkways and public rights-of-way within the City of Kenosha according to the specifications and special conditions contained in the Request for Proposals, and **CITY** has accepted said proposal, effective upon **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

WHEREAS, the parties understand that this Contract is not a public construction contract under State law.

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

1. DEFINITIONS.

a. "**AGREEMENT**". The following documents comprise the complete Agreement: Request for Proposals, Proposal, this executed "2010 Contract To Provide Trees and To Plant Said Trees in City Lawn Park Areas and Public Rights-of-Way", Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determinations of City representative in charge of project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Finance and Park Division, and are incorporated into this Contract by reference.

b. **"CONTRACTOR"** shall mean Paul Swartz Nursery & Garden Shop, Inc., and any subcontractors approved by the **CITY**.

c. **"FORESTER"** shall mean the Forester of the City of Kenosha within the Park Division, and includes designees.

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

e. **"WORK"** means any contractual endeavor undertaken by **CONTRACTOR**, by itself and through approved subcontractors, to fulfill the terms of the Agreement, including, but not limited to, the furnishing of trees, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.

f. **"WORKING DAY"** means a calendar day, excluding weekends and legal holidays.

2. WORK TO BE PERFORMED BY CONTRACTOR AND PRICE/COST. **CONTRACTOR**, for the sum of Twenty-six Thousand Six Hundred Seventy (\$26,670.00) Dollars, will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this Agreement. In the event of a conflict between the Request for Proposals, the Proposal and the 2010 Contract To Provide Trees and To Plant Said Trees in City Lawn Park Areas and Public Rights-of-Way, the terms and conditions of the 2010 Contract shall control and supersede the other documents. Work comprises the planting of trees specified in Exhibit "A" in accordance with the Specifications and Special Conditions in Exhibit "B", which Exhibits are attached hereto and incorporated herein by reference. In the event of a conflict with this Contract To Provide Trees and Plant Said Trees in City Lawn Park Areas and Public Rights-of-Way, the Specifications and Special Conditions will control and supersede an inconsistent provision in this Contract to provide trees and plant said trees.

3. COMMENCEMENT AND DILIGENT PROSECUTION OF WORK. **CONTRACTOR** will commence work within ten (10) working days following execution of Contract and notice to proceed, and will prosecute Work diligently until fully complete in accordance with this Contract. **CONTRACTOR** shall complete Work within the Contract term.

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

CONTRACTOR has the duty of requesting of **FORESTER**, in writing, prior to the time for Contract completion, for an extension of time to complete the Work where the progress of the Work was delayed, the Work will not be completed on time, and **CONTRACTOR** was not responsible for such delay. Should **FORESTER** grant an extension, **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should **FORESTER** determine that the Work will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was not justified, **FORESTER** shall provide **CONTRACTOR** with written notice requiring **CONTRACTOR** to take such extraordinary measures as may be required to complete Work on time, or as close to on time as

possible. The failure of **CONTRACTOR** to take such extraordinary measures shall be grounds for **CITY** to suspend Work by **CONTRACTOR** and take such other measures as will assure completion of Work within the Contract time, or if that is impossible, within a reasonable time. Nothing contained herein shall prevent **FORESTER** from stopping the **CONTRACTOR** from proceeding with Work beyond the time set for the completion date where the completion date was not extended.

4. CONTRACT TERM. The term of this Contract shall be from the date of execution until each of the following:

a. Respecting Work, until completion and acceptance, or November 30, 2010, whichever is earlier.

b. Respecting warranty, until expiration of warranty term.

c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of applicable statutes of limitations where no claims were filed.

5. TERMINATION FOR CAUSE. In the event either party should fail to fulfill in a timely manner its obligation under this Agreement, the nonbreaching party shall thereupon have the right to terminate this Agreement by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

CONTRACTOR shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of **FORESTER**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

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

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

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

8. SUSPENSION OF WORK BY CITY. **FORESTER** shall have authority to suspend Work where he/she believes that **CONTRACTOR** is not performing Work in accordance with this Contract. **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete Work where Work is suspended by **FORESTER** for good cause.

9. INJUNCTIONS. Should a preliminary or temporary injunction suspend Work for a period of time, the deadline for completion of Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court

order or judgment prohibits Work, this Contract shall be null and void as of the date such injunction, Court order or judgment becomes final, although **CONTRACTOR** shall be entitled to reasonable compensation for Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of Work, this Contract shall be deemed modified in accordance therewith and compensation of **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of Work.

10. CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.

CONTRACTOR does not have the discretion to refuse to comply with a Change Order to increase the scope of Work identified in **CITY** Request for Proposals. Increases in the scope of Work shall result in a determination of **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in **CITY** Department of Finance and Park Division, and incorporated into this Contract by reference. Should **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided **FORESTER** attaches thereto a written report so indicating.

11. WAIVER OF RIGHTS. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES. **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in said list must be approved by **FORESTER**. **CONTRACTOR** is responsible for the Work of subcontractors and for delays in Work occasioned thereby.

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

13. CONTROL AND PROTECTION OF WORK SITE. **CONTRACTOR** shall be responsible for the control and protection of Work site from commencement of Work until Work is completed.

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

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

16. GOVERNMENTAL PERMITS AND APPROVALS. **CONTRACTOR** is authorized to perform work under this Contract without obtaining a separate permit from the

FORESTER or a Street Encroachment Permit.

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

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

CONTRACTOR, at all times Work is being performed, shall assign an employee or agent on the Work site to be the person to whom **FORESTER** may furnish instructions or orders, or make inquiries of at all times when Work is being performed. The name of such employee or agent shall be submitted to **FORESTER** in writing, upon commencement of Work.

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

20. INSPECTION. **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that Work is performed in conformance with this Contract. Only **FORESTER**, however, can reject Work. The use of inspectors by **CITY** shall not relieve **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective Work shall not waive any rights of **FORESTER** to have **CONTRACTOR** take corrective action at **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects, when discovered. The use of inspectors by **CITY** shall not relieve **CONTRACTOR** of its duty to maintain a safe workplace.

21. WORKMANSHIP. Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Materials used must be suitable to and compatible with the nature of the Work, Work site and prevailing year round weather conditions that affect Work and the Work site.

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

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

Within twenty-four (24) hours after the completion of the planting process of a specified tree, **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the Work site and the sites of easements and areas related to Work, unobstructed,

clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should **CONTRACTOR** neglect any such duty, **FORESTER** may cause any such Work to be performed at **CONTRACTOR'S** cost and expense.

24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS. **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this Contract and **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Finance.

25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION. In the event that **CONTRACTOR** fails to fully and completely perform Work within the Contract term, **CONTRACTOR** shall pay to **CITY** for such default the sum of One Hundred (\$100.00) Dollars per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due **CITY** from **CONTRACTOR**.

26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT. **CONTRACTOR** recognizes the right of **CITY** to suspend Work, to order the revision of nonconforming Work, to re-let all or part of Work or to itself perform such Work as may be required to ensure the timely completion of Work or to replace improper or defective Work, as determined necessary by **FORESTER**. No provision of this section 26 may be construed to relieve **CONTRACTOR** of its obligations under this Contract.

27. OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT. **CONTRACTOR** will promptly, upon receipt of written demand from **CITY** Director of Finance, refund any Overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall pay **CITY** interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full.

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

28. SAFETY PRECAUTIONS. **CONTRACTOR**, during the performance of Work, shall assume control of the Work site and put up and properly maintain, at **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make Work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with Work, during both day and night hours. **FORESTER** may order **CONTRACTOR**, by a time or date certain, to take designated safety measures and the failure of **CONTRACTOR** to promptly obey said order shall result in liquidate damages of Five Hundred (\$500.00) Dollars per day for each day said order is not complied with. **CONTRACTOR** shall be fully responsible for making the Work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of **FORESTER** or **CITY** inspectors or lack thereof, in this regard. **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

29. PAYMENT - ACCEPTANCE OF WORK. Payment shall be made by **CITY** on a monthly basis upon submission of invoice for completed Work to **CITY** Director of Finance, within thirty (30) days after **FORESTER** executed a document accepting Work as being performed in accordance with this Contract, subject to the following.

CITY may withhold payment if **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which **CITY** may have against **CONTRACTOR** for improper, defective, or rejected Work or liquidated damages due to delay in the schedule of time for Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of **CONTRACTOR** which **CITY** could be secondarily liable for, which secondary liability was not assumed by **CITY** under this Contract.

Work shall not be accepted by **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and lien waivers or releases have been procured and filed with the **CITY** Finance Director.

30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION. **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Workers' and Unemployment Compensation or any other purpose. **CONTRACTOR** shall be responsible for Workers and Unemployment Compensation with respect to its employees.

31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES. **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of **FORESTER** and **CITY** is not liable for any costs and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and **CITY** will not be obligated to pay to **CONTRACTOR** any money for any Work performed by an unauthorized party. If this Contract is voided, **CONTRACTOR** will continue to be responsible for maintaining the safety of the Work site until relieved of this obligation by **FORESTER** or until another contractor takes possession of the Work site. The **CONTRACTOR** will be responsible for any cost, loss, expense or damages the **CITY** may incur in enforcing this provision.

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

33. INSURANCE. **CONTRACTOR**, prior to performing Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.

- Commercial General Liability: General Aggregate - One Million (\$1,000,000.00) Dollars; each occurrence - One Million (\$1,000,000.00) Dollars.
- Automobile Liability:
 - Bodily injury per person - One Million (\$1,000,000.00) Dollars;
 - Bodily injury per accident- One Million (\$1,000,000.00) Dollars;
 - Property damage - Two Hundred Thousand (\$200,000.00) Dollars, or a combined single limit of One Million (\$1,000,000.00) Dollars.
- Worker's Compensation - Statutory limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to Finance Department of **CITY**, which shall provide that should any of the described policies be cancelled or terminated before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the **CITY**.

34. COOPERATION. CONTRACTOR shall permit **CITY** employees and representatives to have reasonable access to Work site at all times.

35. SEVERABILITY. It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

36. NONDISCRIMINATION. In the performance of Work under this Contract, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. Work is to be performed in accordance with the Federal Americans With Disabilities Act.

37. NO THIRD PARTY BENEFICIARIES. This Contract is intended to be solely for the benefit of the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees.

38. FULL AGREEMENT - MODIFICATION. This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that **CITY** Director of Finance must approve any amendment of this Contract.

39. NOTICES. Notices required by or relevant to this Contract shall be furnished by **CONTRACTOR** to **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **FORESTER** or Director of Finance at the Municipal Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140.

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

Mr. Ross P. Swartz, President,
Paul Swartz Nursery & Garden Shop, Inc.,
30728 - 93rd Street,
Burlington, Wisconsin 53105

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

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

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

BY: _____
CAROL STANCATO, Finance Director
Date: _____

BY: _____
RONALD L. BURSEK, Director,
Department of Public Works
Date: _____

BY: _____
DIRK NELSON, City Forester
Date: _____

**PAUL SWARTZ NURSERY &
GARDEN SHOP, INC.,**
A Wisconsin Corporation

BY: _____
ROSS P. SWARTZ, President
Date: _____

BY: _____
ELIZABETH A. SWARTZ, Secretary
Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

2010 KENOSHA STREET TREES

COMMON NAME	BOTANICAL NAME	SIZE	ROOT	QTY.	UNIT PRICE	PLANTING CHARGE	TOTAL COST	TOTAL
Chanticleer Callery Pear	pyrus calleryana "Chanticleer"	2"	B&B	25	\$92.00	\$55.00	\$147.00	\$3,675.00
Japanese Tree Lilac	syringa reticulata "Ivory Silk" tree form	2"	B&B	15	\$98.00	\$55.00	\$153.00	\$2,295.00
Skyline Honeylocust	gleditsia Triacanthos enermis	2"	B&B	20	\$110.00	\$55.00	\$165.00	\$3,300.00
Red Jewel Crabapple	malus "Jewelcole"	2"	B&B	20	\$75.00	\$55.00	\$130.00	\$2,600.00
Redmond Linden	tilia americana x euchlora "Redmond"	2"	B&B	30	\$98.00	\$55.00	\$153.00	\$4,590.00
Common Hackberry	celtis occidentalis	2"	B&B	20	\$98.00	\$55.00	\$153.00	\$3,060.00
Autumn Blaze Maple	acer x freemanii "Jeffersred"	2"	B&B	50	\$88.00	\$55.00	\$143.00	\$7,150.00
							TOTAL COST	\$26,670.00

EXHIBIT A

**CITY OF KENOSHA, WISCONSIN
PARK DIVISION**

**CONTRACT SPECIFICATIONS AND SPECIAL CONDITIONS
FOR PLANTING TREES IN LAWN PARK AREAS**

Proposal No. 11-10

WORK TO BE PERFORMED. Work shall consist of tree providing and planting trees on lawn park areas and public rights-of-way within the City of Kenosha. This shall include removing debris from the site and the proper disposal thereof. All labor, supervision, equipment, and materials necessary for the execution of the work shall be provided by the Contractor at no additional cost to the City.

LOCATION OF WORK. Work will consist of tree planting on lawn park areas and public rights-of-way, within the City of Kenosha. Total trees to be planted may be up to approximately one hundred eight (180). The Contractor shall be given planting location lists on a monthly basis, or as planting locations become available.

SUPERVISION. Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge at all times to whom the Kenosha Park Division may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to the Kenosha Park Division of Contractor's responsible person(s).

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

SAFETY. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any tree planting.

SCHEDULE. Planting operations shall commence no later than May 15, 2010 and the time limit for completion of work is November 30, 2010, with any outstanding tree plantings that have not occurred being placed on future planting contracts where no time extension is granted. The Kenosha Park Division may prioritize the plantings and redirect the Contractor having given a reasonable lead time to make the changes in scheduling.

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

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

APPLICABLE SPECIFICATIONS AND STANDARDS. *American Standard for Nursery Stock, ANS Z60.1*, Current Edition. American Nursery and Landscape Association, 1000 Vermont Avenue, N.W., Suite 300, Washington, D.C. 20005.

MATERIALS. All plant material shall conform to *American Standard for Nursery Stock*. Plants shall be true to species and variety specified, and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the planting sites. Trees shall conform to the measurement specified unless approved in writing by the City. Use of larger plants shall not increase the price to the City. Substitutions of plant material will not be permitted unless authorized in writing by the Kenosha Park Division. The attached Exhibit "A" notes the species, numbers and sizes of trees to be planted under this Contract.

Mulching material shall consist of aged or composted wood chips or shredded bark and shall be free of material injurious to plant growth. Wood chips shall be one-eighth (1/8th") inch nominal thickness, with at least fifty (50%) percent having an area of not less than one (1 sq. in.) square inch, and no piece having an area of more than six (6 sq. in.) square inches.

Water shall be supplied by the Contractor for the initial waterings and be suitable for irrigation and free from ingredients harmful to plant life.

CERTIFICATION. All plant materials, shipments, and deliveries shall comply with State and Federal laws and regulations governing the inspection, shipping, selling, and handling of plant stock. A certificate of inspection, or a copy thereof, for injurious insects, plant diseases and other plant pests shall be made available upon request. The certificate shall bear the name and address of the source of the plant stock.

TRANSPORTATION AND STORAGE OF PLANT MATERIAL. During transportation of plant material, care shall be taken to prevent injury and drying out of the trees. Should the roots be dried out, large branches torn, broken balls of earth broken or loosened, or

areas of bark torn, the City may reject the injured tree (s) and order them replaced at no additional cost to the City.

Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately upon delivery shall be kept in the shade, well-protected, with the root balls covered with wood chips or other acceptable material, and kept well-watered.

EXCAVATION OF PLANTING AREAS. The Contractor shall notify Digger's Hotline to verify the location of underground utilities prior to each excavation. The Contractor shall be responsible for assuring that utility marking is complete before planting begins. The Contractor shall be responsible for all damages resulting from neglect or failure to comply with this requirement.

The City Forester shall be notified after the site is marked to locate the tree on the lawn park area. The curb will be marked with a white "T" where the tree(s) shall be planted. The City will mark the planting site no later than two (2) working days after such notification.

Excavated planting holes that will not be planted with a tree may pose an immediate and considerable hazard to the public. These open holes shall be adequately barricaded with appropriate warning devices.

Where soil conditions or below ground obstructions which cannot be remedied are encountered, the Kenosha Park Division shall designate alternate planting locations. The Kenosha Park Division shall incur any costs associated with such relocation.

PLANTING OPERATIONS. Trees must be protected from excessive vibrations. Trees shall not be thrown or bounced off a truck or loader to the ground. Trees shall not be dragged, lifted, or pulled by the trunk or foliage parts in a manner that will loosen the roots in the ball.

Trees shall be set with the top of the root collar at or slightly above finished grade. Trees shall be set so that they will be at the same depth one (1) year after planting.

After the tree has been set and one-half of the backfilling is completed to support the root ball, strings, wire baskets, burlap and other wrappings shall be removed from the top one-half of the root ball. The balance of the wrappings may be left intact around the bottom half of the root ball. If the root collar is deep in the ball, excess soil shall be removed away from the trunk using hands, not tools.

Planting holes shall be backfilled with excavated soil. When the holes are approximately two-thirds (2/3rds) full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be installed to the top of the hole and watered. Puddled soil conditions shall be prevented by avoiding compaction once the soil is wet.

All trees shall be mulched over the root system with a three (3") inch to four (4") inch layer of aged wood chips or shredded bark immediately after planting. Mulching material shall be pulled back no less than three (3") inches and no more than six (6") inches from the trunk.

Plants shall be thoroughly watered after planting.

All twine, rope, transit guards, or wrappings, ribbons, and plant labels secured around the trunk or branches shall be removed after planting is completed.

CLEANUP. Soil, branches and wrapping materials, rejected trees or other debris resulting from any tree planting shall be promptly cleaned up and removed. The work area shall be kept safe and neat at all times until the cleanup operation is completed. Under no circumstances shall the accumulation of soil, branches or other debris be allowed upon a public property in such a manner as to result in a public hazard.

GUARANTEE PERIOD AND PLACEMENT. The Contractor shall guarantee that all trees are healthy and in a flourishing condition for one (1) year from the date of acceptance. The guarantee does not include vandalism, storm damage, animal damage, or mechanical damage unrelated to Contractor's activities.

The Contractor shall remove and replace, without cost, and as soon as weather conditions permit, all plants not in a healthy and flourishing condition as determined by the Kenosha Park Division at any time during the guarantee period. Replacements shall be subject to all requirements stated in this specification.

EVIDENCE. In all situations involving injury or property damage, Contractor is not to perform further work until photography, police reports and other evidence-gathering activities are completed. The Kenosha Park Division will supply guidelines for this situation. The Contractor shall not make any statements to anyone regarding liability for damages or injuries, or the cause of the situation. All such questions shall be directed to the Kenosha Park Division at 653-4080.

PAYMENTS. Payments shall be made on a monthly basis unless otherwise agreed upon between the parties. Payment shall be made within fifteen (15) working days after City receives an invoice or application for payment, with adequate cost breakdown to certify payment due. Payment shall be on a per tree basis.

ASSIGNMENT AND SUBCONTRACTING. No Contract shall be assigned or subcontracted without the written consent of the Kenosha Park Division. In no case shall consent relieve the Contractor from Contractor's contractual obligation, nor shall it change the terms of the Contract. Any assignee or subcontractor approved by the Kenosha Park Division shall be required to submit Certificates of Insurance as per the Contract requirements prior to any plantings.

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

IN THE MATTER OF:

City of Kenosha and Wisconsin Department of Natural Resources agreement to address contamination from a site with a Leaking Underground Storage Tank, using funding from the federal American Recovery and Reinvestment Act of 2009.

Intergovernmental Agreement: City of Kenosha, Wisconsin

RECITAL

WHEREAS, the Wisconsin Department of Natural Resources ("WDNR") and the City of Kenosha ("City") have decided to enter into an agreement, pursuant to s. 66.0301, Wis. Stats., to facilitate the assessment and cleanup of the Chrysler Engine Plant (the site) which has petroleum contamination from one or more leaking underground storage tanks (LUSTs) in the City of Kenosha; and

Whereas, the WDNR received funding from the federal American Recovery and Reinvestment Act of 2009 (Recovery Act) to address remediation of LUST contamination; and

Whereas, WDNR and the City have identified the site to have significant redevelopment potential that is hindered by the presence of LUST contamination, and no viable responsible party is available to take the actions necessary under s.292.11 Stats.; and

Whereas, the City will acquire access to the site to take the necessary action within 60 days of this agreement being fully executed; and

Whereas, the WDNR recognizes that the site has the potential to threaten public health, safety or welfare or the environment; and

Whereas, the WDNR will provide Recovery Act funds to reimburse the City for expenditures incurred to address contamination at the site at a funding level not to exceed \$975,000; and

Whereas, the reimbursements will be based on actual costs incurred, that are approved by the WDNR Project Manager identified in section V.A. Costs will be compared to the PECFA Program Usual & Customary Cost Schedule (Comm 47.325(2) Wisconsin Administrative Code); and

Whereas, the City has the authority to procure service, construction and professional service contracts following the same procurement laws the WDNR must follow; and

Whereas, the City has retained the services of a competent environmental consulting firm, through a legislatively prescribed competitive selection process; and

Whereas, the City through its contractors will proceed to address the contamination at these sites in accordance with all applicable provisions of USEPA's Guidance to Regions for Implementing the LUST Provisions of the American Recovery and Reinvestment Act of 2009 document EPA-510-R-09-003 (June 2009) and USEPA's Supplemental Guidance To Regions On Recovery Act Recipient Reporting (Section 1512) Of The American Recovery And Reinvestment Act of 2009 (a Memorandum from Carolyn Hoskinson dated October 2, 2009) (collectively EPA ARRA LUST

Guidance) both of which are available at www.epa.gov/oust/eparecovery/lustproguide.htm; and

Whereas, the City through its contractors will proceed to address the contamination at these sites in accordance with all applicable provisions of a memo dated May 8, 2009 from Wisconsin State Budget Director David Schmiedicke and Wisconsin Office of Recovery & Reinvestment Director Christopher Patton titled "Initial Guidance for Implementing the American Recovery and Reinvestment Act of 2009" (attached hereto) and a document ARRA LUST Federal Stimulus Funding – Summary of Requirements (Summary) dated August 16, 2009 (also attached hereto); and

Whereas, the City will provide to WDNR the site-specific data necessary to comply with USEPA reporting requirements for Recovery Act-supported activities as outlined in the EPA ARRA LUST Guidance; and

Whereas, the City will provide to WDNR financial and job-related measures as required in Section 1512 of the Recovery Act in accordance with the EPA ARRA LUST Guidance and the Summary.

AGREEMENT

Now, therefore, based upon the above recitals and the terms and conditions set forth below, WDNR and the City agree as follows:

I. The WDNR

A. WDNR agrees to reimburse the City for remedial activities at the site based on the attached Remedial Action Plan, not to exceed \$975,000.

B. WDNR agrees that the City will use its competitively selected consultant for site assessment, investigation and remedial oversight at the site.

C. WDNR agrees that the City will procure service or construction contracts as needed to address remedial activities at the site.

D. WDNR agrees to provide technical review meetings and closure reviews without requiring NR 749 fees be paid by the City, these costs will be covered directly by the federal funding.

E. During the progress of the work, WDNR agrees to reimburse the City for work provided, within 90 days of completion and approval of the review required by Section III (B) (3).

II. The City

A. The City agrees to conduct, through its contractors, all necessary remedial activities at the site, in accordance with the NR 700 Wisconsin Administrative Code series.

B. The City agrees to commence site work related to this intergovernmental agreement within 60 days of approval of this agreement by the DNR and proceed expeditiously in accordance with the project schedule in the attachment. Progress on the projects funded by this agreement will be monitored monthly by the WDNR Project Manager identified in section V.A.

C. The City agrees that in accordance with the EPA LUST ARRA Guidance, any employment by the City and its environmental consultants and sub-contractors will comply with the prevailing wage

LUST ARRA IGA between the City of Kenosha and WDNR

Guidance, it must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the construction, alteration or repair Agreement.

D. The City agrees to comply with relevant provisions and requirements for work covered under this agreement contained in the memo dated May 8, 2009 from Wisconsin State Budget Director David Schmiedicke and Wisconsin Office of Recovery & Reinvestment Director Christopher Patton titled "Initial Guidance for Implementing the American Recovery and Reinvestment Act of 2009", and in the ARRA LUST Federal Stimulus Funding – Summary of Requirements.

E. The City agrees that all Contractors, consultants, firms and other persons or entities acting under or for them with respect to matters included herein complies with the terms of this Agreement.

F. The City agrees to provide a copy of this Agreement to the Contractor(s) and consultant(s) who perform the work required by this Agreement and shall require the Contractors and consultant(s) to provide written notice of this Agreement to any sub-contractor retained to perform any part of the work.

G. The City agrees to submit progress reports on a quarterly basis to the WDNR Project Manager and WDNR Contract Coordinator identified in section V.A. The reports will be due by the 1st of January, April, July, and October for the duration of the intergovernmental agreement period and will summarize the previous three month's activities. The progress reports must document incremental progress at achieving the project objectives outlined in the attached Remedial Action Plan. Quarterly progress reports must include:

- a. The number of jobs created or retained
- b. Any additional reporting requirements not yet specified by EPA/OMB.

H. The City agrees to consider green remedial alternatives as outlined at www.clu-in.org/greenremediation/index.cfm. The incorporation of any green remedial alternatives will be highlighted in the quarterly reports.

III. WDNR and the City

A. The WDNR and City agree to insure that work done through this intergovernmental agreement complies with the applicable requirements of the EPA ARRA LUST Guidance and the memo dated May 8, 2009 from Wisconsin State Budget Director David Schmiedicke and Wisconsin Office of Recovery & Reinvestment Director Christopher Patton titled "Initial Guidance for Implementing the American Recovery and Reinvestment Act of 2009", and all other applicable federal and state laws.

B. WDNR and the City agree that the reimbursement process will operate as follows:

1. By the 15th of each month, the lead consultant for the site will provide to the WDNR Project Manager and DNR Natural Resources Grant Specialist identified in section V.A. and the City Project Coordinator identified in section V. B. a request for payment for the previous month's site-eligible activities.
2. The request for payment shall be submitted on the form provided by the WDNR (available at <http://dnr.wi.gov/org/aw/rr/financial/lust.htm>), with sufficient documentation of the specific activities and costs associated with the eligible site work. This applies to any work performed by sub-contractors or others on behalf of the consultants. The submittals shall provide sufficient information to ensure all federal, state and local laws, and terms and conditions have been met.

LUST ARRA IGA between the City of Kenosha and WDNR

3. The WDNR Project Manager and City Project Coordinator shall review the submittal within 10 working days, and either jointly approve the submittal, deny the submittal or request additional information from the consultant.
4. Approval of the submittals will be e-mailed from the DNR Project Manager to the DNR Natural Resources Grant Specialist identified in section V. A. and the payment processed.
5. The payment approval process results in the WDNR issuing a check to the City. It is the City's responsibility to pay the consultant. It is the consultant's responsibility to pay its subcontractors. The WDNR's agreement is with the City.

C. The WDNR and the City agree that all draft reports will be sent jointly to the WDNR Project Manager and the City Project Coordinator for review prior to WDNR approving the final report.

D. The WDNR and the City agree that the term of this agreement shall be until all work performed under and described by this Agreement is completed.

IV. Parties bound

A. The WDNR and the City have each consented to the following Agreement, entered into pursuant to Section 66.0301, Wis. Stats., which authorizes the WDNR to negotiate and enter into an Agreement with a municipality. The City is one such municipality.

B. This Agreement shall apply to and be binding upon the undersigned parties and their respective successors and assigns. The undersigned representative of each party certifies that he or she is fully authorized by the party whom he or she represents to enter into this Agreement and to execute and legally bind such party to the terms of this Agreement.

C. If the City, its consultants, contractors or sub-contractors fail to comply with any of the requirements of this Agreement, WDNR shall have the right to deny reimbursement for any costs incurred by the City to undertake work that is the responsibility of the City under Section II of this Agreement.

D. The work conducted pursuant to this Agreement is intended to be consistent with the standards and practice for remedial work. The work conducted pursuant to this Agreement and more particularly described in Section II is subject to approval by the WDNR. Such work shall employ sound scientific, engineering and construction practices and shall be consistent with and performed in accordance with applicable federal and state statutes and administrative rules.

V. Submission of documents and correspondence

A. Documents, including reports, plans, approvals, conditional approvals, disapprovals and correspondence to be submitted pursuant to this Agreement shall be sent to the respective contacts at the following address, as the WDNR or the City may hereafter change in writing:

Documents to be submitted to the WDNR shall be sent to both of the following:

WDNR Project Manager
David Volkert, Hydrogeologist
Wisconsin DNR
141 NW Barstow Street, Room 180
Waukesha, WI 53188
David.Volkert@Wisconsin.gov

LUST ARRA IGA between the City of Kenosha and WDNR

262-574-2166

WDNR Contract Coordinator
Will Myers RR/5
Wisconsin DNR
10220 State Hwy. 27
Hayward, WI 54843
Will.Myers@wisconsin.gov
(715)634-9658

WDNR Natural Resources Grants Specialist
Shelley Fox RR/5
Wisconsin DNR
101 South Webster Street, P.O. Box 7921
Madison, WI 53707-7921
Shelley.Fox@Wisconsin.gov
(608) 266-5798

B. Documents to be submitted to the City shall be sent to:

Frank J. Pacetti
City Administrator
625 52nd Street
Kenosha, WI 53140
fpacetti@kenosha.org

C. All reports, plans, notices and other documents required to be submitted under this Agreement shall be deemed to be submitted on the date they are mailed, if mailed, or on the date they are received, if delivered by telefax or messenger.

VI. Modification of work

- A. In the event that WDNR or the City determines that either a modification to planned work or additional work is necessary to accomplish the objectives of this Agreement, notification of such modification or additional work shall be provided in writing to the other party. Any modified or additional work determined to be necessary by the City shall be subject to approval by the WDNR. Any modification or additional work determined to be necessary by the WDNR under this Agreement (hereinafter the "Additional Work Determination") shall be subject to the right of the City to seek review of the Additional Work Determination under applicable law.
- B. In the event that either WDNR or the City determines that a minor modification to planned work or additional work is necessary during the course of field work, oral notice may be given by the party making the determination to the other party. The party giving oral notice shall, within five (5) business days after oral notice, confirm in writing the circumstances under which the determination was made that a minor modification was necessary, describing the modified or additional work performed.
- C. Any modified or additional work covered by the Additional Work Determination shall be completed by the City in accordance with the standards, specifications and schedules determined by or approved by the WDNR pursuant to the terms of this Agreement.

- C. Any modified or additional work covered by the Additional Work Determination shall be completed by the City in accordance with the standards, specifications and schedules determined by or approved by the WDNR pursuant to the terms of this Agreement.

VII. Project contacts

- A. Any party may change its designated project contact by notifying the other parties, in writing, at least ten (10) business days prior to the change. To the maximum extent possible, communications between the City and the WDNR concerning the sites shall be directed through their project contacts. Each project contact shall be responsible for assuring that communications are properly disseminated and processed among the respective parties.
- B. The WDNR Project Manager or their designee shall have the authority, pursuant to this Agreement, to (1) take samples or direct that samples be taken; (2) direct that work stop whenever the WDNR project manager determines that activities at a site may create danger to public health or welfare or the environment; (3) observe, take photographs and make such other reports on the progress of the work as deemed appropriate; (4) review records, files and documents relevant to this Agreement; and (5) make or authorize minor field modifications to the work covered by this Agreement with respect to techniques, procedures or design utilized in carrying out this Agreement.

VIII. Effective date

This Agreement shall be signed by the City before being signed by WDNR. When WDNR signs this Agreement, the WDNR shall enter an effective date immediately below the WDNR's signature which shall be the date of mailing (first class postage prepaid) by the WDNR to the City of a copy of the Agreement.

IX. Subsequent amendment

In addition to the procedures set forth in Sections V, VI and VII of this Agreement, this Agreement may be amended by mutual agreement by the WDNR and the City. Any amendment of this Agreement shall be in writing, signed by the authorized representatives of both the WDNR and the City and shall have as the effective date that date on which the last party signed such amendment.

X. Termination and satisfaction

The provisions of this Agreement shall be deemed satisfied upon receipt by the City of written notice from the WDNR that the City has documented that all of the terms of this Agreement, including any modified or additional work, or amendments, have been completed in accordance with the terms hereof to the satisfaction of the WDNR. Upon such documentation by the City, said written notice shall not be unreasonably withheld or delayed by the WDNR.

The parties, whose signatures appear below, or on separate signature pages, hereby agree to the terms of this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized by the WDNR or the City, as the case may be, to execute and legally bind the respective parties to the terms of this Agreement.

Frank J. Pacetti, City Administrator

Matthew J. Frank, Secretary

Date of Signature

Effective Date

Attachments:

- Chrysler Engine Plant Scope of Work/Remedial Action Plan (i.e. work to be conducted)
- Funding estimates for the site work, broken down by tasks
- Project Schedule
- Memo dated May 8, 2009 from Wisconsin State Budget Director David Schmiedicke and Wisconsin Office of Recovery & Reinvestment Director Christopher Patton titled "Initial Guidance for Implementing the American Recovery and Reinvestment Act of 2009".
- ARRA LUST Federal Stimulus Funding – Summary of Requirements, dated August 16, 2009.

Attachment A

Remedial Action Planning/Remedial Action at the Kenosha Engine Plant, Kenosha, WI

The Kenosha Engine Plant facility (Engine Plant) occupies 100 acres in a location bounded by 52nd Street (State Highway 158) to the north, 23 to 26th Avenues to the east, 60th Street to the south, and 30th Avenue to the west. Operations at this facility have been conducted for over 100 years in the manufacturing of automobiles and automotive engines. As part of operations, underground storage tank systems (USTs) were installed for management of fuels, lubricants, waste oils and other liquid raw materials required for production of automotive motors.

Over the years of operations, USTs have aged, been removed and replaced, and have had associated leaks. The magnitude of the leaks were varied and resulted in a several areas on site that have environmental impacts. These impacts have been addressed by the Engine Plant primarily by conducting source control. Source control measures included identifying and repairing the source of the leak followed by removal of impacted soil and recovery of impacted groundwater. The recovery of impacted groundwater continues at six pump and treatment systems installed at the facility. While source control is a cost-effective management method for operational facilities, source control alone is generally not conducive to redevelopment and reuse of property after operations cease.

The City of Kenosha proposes to use grant funding for evaluating the remedial areas currently associated with UST system leaks. Four of the six operating systems appear to have reached their maximum recovery potential, in that continued operation of the system will do little to further restore the environment to its pre-spill condition. These systems will be subject to remedial evaluation with a review of newer technologies that can be implemented to reduce impacts to concentrations that are below acceptable risk levels for residual petroleum contamination. If natural attenuation methods are not feasible for a specific area, then other active alternatives will be evaluated and implemented.

The three areas of the site, with a total of six operating remedial systems, for which evaluations and potential remediation will occur include:

The Northern Area: Remedial systems were installed to address contaminated groundwater resulting from releases from the former UST farm located just north of Building #65. Three individual sumps are managed as separate groundwater pump and treatment systems. Residual impacts in the groundwater above Wisconsin's groundwater enforcement standards include chlorinated and petroleum volatile organic compounds (CVOCs and PVOCs). The detected concentrations over the enforcement standard have decreased over time and have reached a somewhat steady state, thus a more active approach is needed prior to redevelopment.

The Central Area: Two separate pump and treat systems are operating in this area, associated with two or more UST systems for motor oil and water-soluble coolant (hydraulic oil). Samples from these sumps also indicate a steady state condition with influent groundwater concentrations at level concentrations over that last several sampling events. However, free product is still being recovered from six separate sumps (12 gallons of free product were recovered from the two systems in 2008-the latest figures available). Additional free product is removed from individual monitoring and recovery wells using absorbent socks. These systems warrant a thorough review of their effectiveness and an alternatives evaluation to determine whether another remedial approach may be more feasible.

The Southern Area: This area has three groundwater extractions sumps being treated with one recovery system (oil/water separator and a shallow tray aeration system) for removal of groundwater contaminated from petroleum releases associated with former fuel oil tanks as well as solvent releases from past manufacturing operations. Free product is present as a sheen (0.01 to 0.02 feet) in two of the three sumps, but measureable free product was not removed from the system in 2008). Thus, this system warrants a thorough review of its effectiveness and an alternatives evaluation to determine whether another remedial approach may be more feasible.

LUST funds may also be used for Phase II and NR 716 site assessment work, based on the extent of investigation needed. This will be determined based on the results of the Phase I and initial Phase II Environmental Site Assessments that will be conducted using other funding sources.

Funds estimated to complete remedial system evaluations, feasibility and pilot studies, remedial design, and implementation of system modifications or alternate remedial approaches for the six systems is estimated below.

	<u>Estimated Cost</u>
Remedial Action Plans / Feasibility Studies / Design	\$340,000
Implementation of System Modifications or Alternate Remediation	\$635,000

Kenosha Engine Plant Tentative Project Schedule

Phase I ESA	July 26, 2010
Phase II ESA	October 29, 2010
NR 716 Site Investigation	February 15, 2011
Assess remediation systems	November 30, 2010
Operate groundwater remediation system	Upon abandonment by Trust
Evaluate remedial alternatives	November 30, 2010
Implement interim response actions	February 15, 2011

The tentative schedule is subject to change based on attainment of site access.



JIM DOYLE
GOVERNOR
STATE OF WISCONSIN

Date: May 8, 2009

To: Agency Heads

From: David P. Schmiedicke
State Budget Director

Christopher Patton
Recovery & Reinvestment Director

Subject: Initial Guidance for Implementing the American Recovery and Reinvestment Act of 2009

The American Recovery and Reinvestment Act (ARRA) of 2009 is a unique opportunity to invest in our nation's future economic growth and truly help individuals, families and businesses. Governor Doyle is committed to ensuring that federal funds appropriated under the ARRA are invested quickly, efficiently and in projects that create jobs. While there are extensive transparency and accountability provisions in ARRA, it is critical that state agencies maximize the use of these funds to improve infrastructure, programs and services throughout the state of Wisconsin. This memo gives initial guidance on implementation matters related to the rapid deployment of this funding.

Overall Goals and Strategy

The ARRA is first and foremost an unprecedented investment in America's future. It is meant to get people to work, help support families and grow American businesses. Accomplishing that intent will require communication, coordination and commitment to the vision of the President, Congress and the Governor. Integral to rapid recovery and meaningful reinvestment is the transparent and accountable use of the ARRA funding. Recipients of the funding, which will primarily be state governments, will have to establish comprehensive reporting processes and create communication strategies to ensure rapid deployment of the funding in the most effective way possible.

Fundamental to this strategy in Wisconsin is the Office of Recovery and Reinvestment (ORR). Under the direction of Christopher Patton, the ORR will work closely with the Governor in ensuring the goals of the ARRA are fully achieved. Agencies should



OFFICE OF RECOVERY & REINVESTMENT
P.O. Box 7863, MADISON, WISCONSIN 53707-7863 • (608) 266-7871 • FAX: (608) 261-6804
WWW.RECOVERY.WISCONSIN.GOV

ensure close communication with the ORR. The ORR will conduct regular meetings with sub-cabinet level appointees to review agency progress in meeting ARRA milestones, funding obligation requirements and performance measures.

Federal Reporting Requirements

President Obama and Congressman David Obey, chair of the US House of Representatives Committee on Appropriations, have emphasized that transparency and accountability are two major goals of the federal legislation. Additionally, to ensure these goals are met, the Office of Management and Budget (OMB) is developing extensive reporting and accountability requirements for all ARRA projects.

The state will be responsible for reporting on all ARRA funding received or dispersed by the state as the prime recipient of ARRA funds. State agencies will be responsible for compiling the information to meet the reporting requirement whether the project is managed at the state level or by local governments, school districts, for-profit or non-profit organizations or any organizations that are awarded subcontracts. Initial OMB guidance indicates that entitlement funding and tax credit programs will be exempt from these reporting requirements. Additional guidance on state level reporting on these areas will be forthcoming.

ARRA funds will be tracked separately from existing federal funds and programs. While agencies will have to track some of this information in their own systems, agencies should aim to use the Wismart accounting system to capture as much information as possible. See **Attachment A** for additional accounting instructions.

The OMB will be providing additional guidance on reporting requirements for the purpose of meeting ARRA requirements. Additionally, each federal agency may communicate its specific reporting requirements. The following pieces of information will need to be reported quarterly for all projects:

- 1) The total amount of recovery funds.
- 2) The amount received that was obligated and expended as well as unobligated balances.
- 3) A detailed list of all projects or activities for which recovery funds were obligated or expended including --
 - a. The name of the project or activity;
 - b. A description of the project or activity;
 - c. An evaluation of the completion status of the project or activity;
 - d. An estimate of the number of jobs created and the number of jobs retained by the project or activity;
 - e. For infrastructure investments, the purpose, total cost, and rationale of the agency and the name of the person to contact if there are concerns.
- 4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006, allowing aggregate reporting on awards below \$25,000 or to individuals.

Agencies receiving direct reporting guidance from their federal agency counterparts should submit a copy of this guidance to Jeff Ripp, Recovery Reporting Coordinator.

Federal guidance indicates that the state will be expected to submit reports within 10 days after the end of each quarter to the federal Recovery Board. OMB and the Recovery and Accountability Transparency Board are working to develop a central data collection system and federal agencies are required to make detailed reporting

instructions available at least 45 days in advance of the first reporting deadline of October 10, 2009, which should cover cumulative activity since the passage of the Recovery Act.

Information to report in the federal quarterly reports will be collected centrally at the state level and sent to the federal government where it will be posted online at www.recovery.gov and will be reviewed by multiple federal agencies as well as the press and the public.

The quarterly reports and other ARRA related documents will be posted on the state's Office of Recovery and Reinvestment (ORR) website. It will be critically important to keep the ORR website information up to date and each state agency is responsible for doing so. Questions regarding the website and posting should be directed to Jeff Ripp, Recovery Reporting Coordinator.

Additionally, it is recognized that federal agencies may have program specific reporting requirements dealing with ARRA funds. All reports and data related to ARRA funds and submitted by state agencies directly to the federal government must be reviewed and approved by the ORR prior to submission. Review and approval requests should be submitted electronically to Dan Subach, Recovery Compliance Coordinator.

It is recognized that federal reporting requirements are continuing to be refined by the federal government and additional guidance is expected from OMB and federal agencies over the next several weeks. Further guidance from OMB on job reporting is expected on May 11, 2009, and additional data reporting guidance is expected to be issued on June 6, 2009. As this guidance becomes clearer, DOA and ORR will be issuing additional state level guidance.

State Level Reporting

Effective May 15, 2009, state agencies will be required to submit twice-monthly status reports on ARRA funded programs. Reports should be reviewed and submitted by the Secretary's Office. Reports should be submitted electronically to Shayla Dvorak, Assistant to the Director. See **Attachment B** for a template for the bi-monthly report.

ARRA Document Submissions

Per an earlier email from the Governor's Office, all ARRA related documents submitted to the federal government or Congress on behalf of the state must be reviewed by the ORR prior to submission. Common documents include funding applications, project certifications, spending reports, etc. Additionally, the Governor's office has directed that delegated signature authority related to ARRA documents be rescinded. All ARRA documents that require a signature should bear the signature of the Governor or Cabinet Secretary.

State agencies should include the standard cover memo when submitting all state applications for ARRA funding to ORR for review. This "ORR ARRA Application Memo" is to be filled out by agencies and submitted to the ORR with any state applications for ARRA funding. Additional information is included in **Attachment C**.

In addition, all state agencies are required to include a standard cover memo with all ARRA related state contracts submitted for the Governor's signature. This "ORR ARRA Contract Memo" is to be filled out by all agencies and will serve as a means to track and ensure prompt action on ARRA funded contracts. Additional information is included in **Attachment D**.

ARRA related documents must be emailed for review to Yer Vang, Recovery Application and Certifications Coordinator and Andrew Moyer at least 48 hours prior to any submission deadline.

Compliance with Regulatory Acts and Standards

Receipt of ARRA funds requires compliance with several new requirements such as the Buy American and use of prevailing wage provisions but many other regulatory Acts and standards also apply. See **Attachment E** for a list of many of these requirements.

Standard Contract and Grant Agreement Language

ARRA funded contracts and grant agreements should include specific provisions on ARRA requirements. See **Attachment F-1** for a list of uniform terms and conditions to include in contracts, and **Attachment F-2** for a list of uniform terms and conditions to include in grant agreements. These uniform terms and conditions may be revised as additional federal guidance is received.

Additional Accountability Measures

As part of its efforts to meet the transparency and accountability requirements of this legislation, the state has retained, through a professional services contract, retired State Auditor Dale Cattnach as the Chief Accountability Officer. The Chief Accountability Officer is currently in the process of developing a statewide accountability plan that will cover the review, audit and verification of compliance processes utilized to implement programs funded by the Act. The Chief Accountability officer will also be advising the Governor, Secretary of the Department of Administration and Office of Recovery and Reinvestment Director on specific matters related to the transparency, accountability, and compliance.

Because all programs under ARRA have comprehensive reporting requirements for project selection, fund disbursement and procurement processes, Jefferson Wells, an independent accounting/auditing firm, will also assist the ORR in carrying out these responsibilities, including tracking all program schedules and spending provisions required by ARRA, preparing reports and ensuring that adequate safeguards are in place to ensure the proper use of the funds.

Risk Assessments

OMB has provided guidance to federal agencies that is aimed at helping them prevent waste, fraud and mismanagement of the ARRA funds. Federal agencies will be required to develop risk mitigation plans and to report periodically on their progress in meeting accountability objectives. The ORR will be working with each state agency to conduct risk assessments and develop similar risk mitigation plans.

Joint Committee on Finance Oversight

Under 2009 Act 2, the Joint Committee on Finance has oversight authority over the expenditure of ARRA funds received by state agencies. JCF will appropriate the majority of ARRA funds during its action on the 2009-11 biennial budget. Once the ARRA funds are either approved through s. 13.10, or allotted in the budget bill, then these funds can be expended. Agencies should not spend these funds without this approval.

High Priority Short-Term Staffing Needs

New positions to implement the ARRA should only be considered as a last resort and only after carefully reviewing existing administrative resources and processes. Given the short-term nature of the funds provided under the ARRA, it may be preferable to assign existing staff with expertise and program knowledge of the ARRA projects and

backfill current high priority responsibilities, if necessary, with project positions. Until JCF has approved the ARRA funds, agencies should use base resources to fund any new positions that may need to work on ARRA projects.

Any new positions should be created and hired as project positions and filled with project appointments for two years with a possible two year extension. Additional information is included in **Attachment G**.

The State Budget Office and ORR will carefully review all requests to ensure that they are directly related to ARRA projects and will share this analysis during the centralized position review process. Please address a memo requesting the positions with relevant justification to David Schmiedicke.

See **Attachments H and I** for technical instructions regarding how these federal positions should be treated in the centralized position review process and in the Position Management Information System.

Use of JobCenter Website for all Job Openings

Governor Doyle recently announced Executive Order # 278 under which any employer receiving ARRA funds is required to list job openings on JobCenterofWisconsin.com, the Internet site operated by the Department of Workforce Development (DWD) because Wisconsin's Internet employment site is free, user-friendly and accessible at all hours of the day.

The order further directs all state agencies to include the job posting requirement in all ARRA funded contracts awarded to contractors and subcontractors employing workers in the state. Additional information is included in **Attachment J**.

Cost Recovery

Under the Act, federal agencies may reasonably adjust applicable limits on administrative expenditures for federal awards to help defray the costs of the reporting and record keeping requirements. It is important that agencies communicate with the ORR on any proposals made to counterpart federal agencies to increase direct or indirect administrative reimbursement to ensure a coordinated approach and to ensure that all reasonable and necessary costs at the agency and enterprise level are reimbursed. All administrative cost recovery plans must be approved by the ORR prior to submission.

In addition, DOA and ORR have developed a budget to cover centralized oversight and reporting services associated with complying with ARRA requirements. The ORR is in the process of seeking the necessary approval for the centralized services cost recovery plan from the U.S. Department of Health and Human Services. A breakdown of centralized costs to be assessed to each program will be provided under separate cover. State applications for funding should include this direct cost recovery.

Additional guidance may be sent as the federal agencies release new information. Please contact the State Budget Office or Office of Recovery and Reinvestment with any questions. Thank you for your efforts.

cc: Jennifer Donnelly, Office of State Employment Relations
Agency Deputy Secretaries
Agency Executive Assistants
Agency Budget Directors
Agency Financial Managers
Agency Human Resources Directors

Attachments:

- A. Accounting Instructions
- B. Bi-Monthly Program Report
- C. ORR ARRA Application Cover Letter
- D. ARRA Contract Cover Memo
- E. New ARRA and Other Regulatory Acts and Standards
- F. ARRA Standard Contract Terms and Conditions (1) and ARRA Standard Grant Agreement Terms and Conditions (2)
- G. ARRA Information Sheet: Project Positions
- H. ARRA Information Sheet: Centralized Position Review
- I. Creating Positions in PMIS Resulting from ARRA
- J. Executive Order #278 & Job Center Information

ATTACHMENT A

WiSMART Bulletin #401 - 4/15/2009
ARRA Grants - Special Accounting and Allotment Procedures

The following procedures can also be found in State Accounting Manual Section V, Subsection 19.

The American Recovery and Reinvestment Act (ARRA) of 2009 includes funding for approximately 132 federal programs that are administered by at least 16 Wisconsin state agencies. In February 2009, the Federal Office of Management and Budget (OMB) issued preliminary guidance to the Federal Program Agencies (FPA's) on the reporting that will be required under the ARRA. Although many details were not included in that guidance, it is clear that the Federal government will require both FPA's and state grantee agencies to track and report ARRA grant information separately. To that end, the Office of Management and Budget is requiring that FPA's award all ARRA funds using a separate Grant Award Number. And, any program that is newly created or significantly changed through the ARRA will be issued a new Catalog of Federal Domestic Assistance (CFDA) number.

ACCOUNTING PROCEDURES

In order to ensure that the State complies with the Federal requirement to track ARRA funds separately, agencies must utilize the following procedures.

Agencies that currently utilize the WiSMART Federal Aid Module

Agencies that currently utilize the WiSMART Federal Aid Module (regardless of whether or not their grants are drawn through the State Controller's Office Federal Cash Management System) must enter all ARRA grant awards into the AGFA/AGF2 tables, and record all expenditures and revenues to the ARRA grants using a Reporting Category. **In addition, the FM transaction that establishes the grant in the AGFA/AGF2 tables must include "ARRA" in the first four characters of the "Federal Appr No" field.**

Agencies that do not currently utilize the WiSMART Federal Aid Module

Agencies that do not currently utilize the WiSMART Federal Aid Module are encouraged to start using it for ARRA grants. If an agency is unable to do this, it must be able to periodically report revenues and expenditures for ARRA grants, by utilizing unique WiSMART General Ledger accounting code strings.

ALLOTMENT PROCEDURES

Allotment transactions related to recovery funding should have document numbers beginning with "ARRA." The State Controller's Office can assist you in setting up automatic document numbering in WiSMART (ADNT table). Please keep ARRA funding allotments separate from other funding.

Supporting documents should include:

- Clear statement that the allotment is for ARRA funding.
- The name of the federal program and subprogram (if applicable).
- Joint Committee on Finance reference if applicable.

All documentation for AP allotments, regardless of ARRA funding, should include:

- Chapter 20 alpha reference.
- Funding source of the appropriation.

Documentation for federal appropriation allotments should clearly state that they are not related to ARRA funding if that is the case.

SUMMARY

The procedures in this sub-section will allow the State and the agencies to track ARRA funds separately, and will assist in meeting the overall reporting requirements of the ARRA.

Note:

These procedures are preliminary and are subject to clarification/revision. If you have any questions or comments on the accounting procedures, please contact Jeff Anderson in the State Controller's Office. If you have any questions or comments on the allotment procedures, please contact Scott Thornton in the State Budget Office.

ATTACHMENT B



JIM DOYLE
GOVERNOR
STATE OF WISCONSIN

BI-WEEKLY PROGRAM REPORT
Due on the 15th and last day of each month

<Insert Federal Awarding Agency>
<Insert Program>

<Insert Wisconsin Recipient Agency>
<Program Number>

Program Type:

Either Formula, Competitive State, or Competitive Private Sector

Program Description:

Federal \$ Allocated:

Wisconsin \$ Allocated:

Wisconsin \$ Obligated:

Provide a brief status report of the program for the past two weeks:

Provide an update on your agency's progress towards meeting the program performance measures:

Provide a brief summary of the anticipated progress that will be completed in the upcoming two weeks:

Milestones and deadlines:

Include any federal or state deadlines for submitting or receiving applications, disbursing or receiving funds, submitting or receiving reports, anticipated media events, performance benchmarks, or other known or anticipated dates



OFFICE OF RECOVERY & REINVESTMENT
P.O. Box 7863, MADISON, WISCONSIN 53707-7863 • (608) 266-7871 • FAX: (608) 261-6804
WWW.RECOVERY.WISCONSIN.GOV

ATTACHMENT C



JIM DOYLE
GOVERNOR
STATE OF WISCONSIN

Office of Recovery & Reinvestment
ARRA Application Cover Letter

Date:
State agency submitting:
Federal agency:
Program name:
Program number:
Amount Requested:

Description: *Provide a brief description of the program.*

Deadline Date: *Identify the deadline (day and date) for emailing and mailing the application.*

Agency Interaction: *Identify the entity within the state agency that will be administering the program and how the new funding will relate to existing programs, services or activities.*

Purpose of funding: *Briefly describe how the funds will be used.*

ARRA Considerations: *Identify any new eligibility requirements or other terms established for the program under the ARRA.*

Administrative Costs:

Does the application include a request for administrative costs? Yes No

If administrative costs are requested, please address the following:

- Administrative costs requested: \$ _____ = _____ % of total funds requested
- Please indicate the maximum administrative costs allowable:
- Will administrative costs reduce the amount available for subgrants or other funded activities? Yes No
- If salary/fringe costs are included, does the agency anticipate hiring project positions, or using permanent staff to administer the grant?
- Is there another funding source available to pay administrative costs if they are not charged against the grant? Yes No
- If other funds are available to cover personnel costs, please explain impacts, if any, of using such funding.

Contact Person and Telephone:



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ATTACHMENT D



CONTRACT MEMORANDUM

Date:

TO: Governor Doyle

FROM:

(Submitting Agency)

Contract Type

Contract No.

Project Amount

Project Description

Project Location

**Approved /
Authorized By**

**Jobs Created /
Retained**

**Overview of ARRA
funds**

*(Brief description of
how current project
fits into agency's
overall ARRA funds)*

Deadline for Governor's Signature:

ATTACHMENT E

New ARRA and Other Regulatory Acts and Standards

Title VII of the Civil Rights Act of 1964	Equal Pay Act of 1963	Titles I and V of the Americans with Disabilities Act of 1990
Age Discrimination in Employment Act of 1967	Title VI of the Civil Rights Act of 1964	Title IX of the Education Amendments of 1972
Section 504 of the Rehabilitation Act of 1973	Age Discrimination Act of 1975	Fair Housing Act
Fair Credit Reporting Act	Americans with Disabilities Act	Equal Education Opportunities Act
Uniform Relocation Act	Prevailing wage requirements under the Davis-Bacon Act	National Environmental Protection Act
Endangered Species Act	National Historic Preservation Act	False Claims Act
Single Audit Act of 1996	OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments	OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profits
OMB Circular A-123, Management's Responsibility for Internal Control	OMB Circular A-129, Policies for Federal Credit Programs and Non-Tax Receivables	OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
New CFR Title 2-Part 176, Subpart A Reporting and Registration Requirements under ARRA, Sec 1512	New CFR Title 2-Part 176, Subpart B Buy American Requirement under ARRA, Sec 1605	New CFR Title 2-Part 176, Subpart C Wage Rate Requirements under ARRA, Sec 1606
New CFR Title 2-Part 176, Subpart D Single Audit Information for Recipients of Recovery Act Funds		

ATTACHMENT F-1

SAMPLE CONTRACT ADDENDUM

**Standard Supplemental Terms and Conditions
American Recovery and Reinvestment Act of 2009**

1. Notice of ARRA funding

This award requires the contractor to perform work or services funded under the American Recovery and Reinvestment Act of 2009 (ARRA).

2. Other Standard Terms and Conditions

All other terms and conditions contained in applicable [Department-specific contracts, program requirements or other legal instruments] apply unless they conflict with or are superseded by the following supplemental terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements.

3. Reporting

Contractors performing work funded in whole or in part by the ARRA must report quarterly on the use of the funds on the date and in the format required by the [Department]. Data to be reported shall include, but is not limited to, the contract or other award number, the dollar amount of invoices, the supplies or services delivered, an assessment of progress towards completion, the estimated number of new jobs created or jobs retained resulting from the award, and first-tier subcontract information (ARRA Sec. 1512). A contractor receiving 80% or more of its revenues in Federal awards and \$25 million or more in annual gross revenues from Federal awards must also report the names and total compensation of its top five most highly compensated officers (ARRA Sec. 1512(c)(4), Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282)).

4. Posting Job Openings on JobCenterOfWisconsin .com

The contractor shall post all Wisconsin job openings created by ARRA-funded state contracts on the **JobCenterOfWisconsin.com** website (Executive Order #278).

5. Buy American - Use of American Iron, Steel, and Manufactured Goods [include in contracts for public buildings or public works]

Contractor may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless the head of the Federal department or agency providing the funds waives the application of this provision or another exception applies (ARRA Sec. 1605). The contractor shall inform the [Department] immediately of any anticipated need for use of non-American iron, steel, or manufactured goods in the work funded under this award.

6. Wage Rate Requirements

Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part by ARRA funds pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

7. Time Limits on Use of Funds

Contractor shall comply with program schedule and performance objectives as specified by [Department], in addition to the expected start and completion dates for projects funded by the ARRA (ARRA Sec. 1602).

8. Disclosure of Fraud or Misconduct

The contractor shall promptly identify or report any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds (False Claims Act, 31 U.S.C. sec. 3729-3733)(ARRA Sec. 1553).

9. Whistleblower Protections

The contractor is prohibited from demoting, discharging, or otherwise discriminating against an employee as retaliation for disclosing what the employee reasonably believes to be gross mismanagement or misconduct of ARRA funds under the contract or subcontract to the appropriate Federal, State, or other supervisory authority. Any employer receiving covered funds shall post notice of the rights and remedies provided to employees under this section (ARRA Sec. 1553).

10. Access to Records and Employees

The contractor shall provide the [Department] or the Department's authorized representative with access to the contractor's or any sub-contractor's records that directly relate to transactions under the contract or subcontract. The contractor shall also provide the [Department] or the Department's authorized representative with access to interview officers or employees of the contractor and any of its sub-contractors regarding such transactions.

11. Authority of the U.S. Comptroller General

Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority:

- (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

12. Authority of the Inspector General

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

13. Registration with Central Contractor Registration (CCR)

The contractor is required to register with the U.S. Federal Government Central Contractor Registration (ARRA Sec. 1512 (h)). The registration website is found at <http://www.ccr.gov/>. In addition, once registered the contractor must provide the Department with the DUNS number used to register with CCR

14. Noncompliance

If the contractor materially fails to comply with the supplemental ARRA terms and conditions of the award, the [Department] may take appropriate action, which may result in the suspension or termination of the agreement and recovery of the ARRA funds awarded, and any other remedies available at law.

ATTACHMENT F-2

SAMPLE GRANT ADDENDUM

**Standard Terms and Conditions
American Recovery and Reinvestment Act of 2009**

1. Notice of ARRA funding

This award requires the recipient to complete projects or activities funded under the American Recovery and Reinvestment Act of 2009 (ARRA). The amount of the award of ARRA funds is \$____. The Federal award number is _____. The CFDA number for this award is _____.

2. Other Standard Terms and Conditions

All other terms and conditions contained in applicable [Department-specific grant guidelines, administrative code, other legal requirements] apply unless they conflict with or are superseded by the following supplemental terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements.

3. Registration with Central Contractor Registration (CCR)

The recipient is required to register with the U.S. Federal Government Central Contractor Registration (ARRA Sec. 1512 (h)). The registration website is found at <http://www.ccr.gov/>. A valid Data Universal Numbering System (DUNS) number is required in order to register in CCR. Once registered, the recipient must provide the Department with the DUNS number used to register with CCR.

4. Reporting

Recipients of ARRA funds must report quarterly on the use of the awarded funds, on the date and in the format required by the [Department]. Data to be reported shall include but may not be limited to the following information:

- a. The total amount of ARRA funds received under this award;
- b. The amount of ARRA funds received under this award that were obligated or expended to projects or activities;
- c. The amount of unobligated award balances;
- d. A detailed list of all projects or activities for which ARRA funds under this award were obligated or expended, including:
 - The name of the project or activity;
 - A description of the project or activity;
 - An evaluation of the completion status of the project or activity;
 - For infrastructure investments made by local governments, the purpose, total cost, and rationale for funding the infrastructure investment with funds made available under this Act, and the name of the person to contact if there are concerns with the infrastructure investment.
- e. The names and total compensation of the five most highly compensated officers of the recipient, if the recipient received 80% or more of its annual gross revenues in Federal awards and \$25 million or more in annual gross revenue from Federal awards.
- f. Detailed information on any sub-awards (sub-contracts or sub-grants) made by the grant recipient including:
 - (i) For any sub-award equal to or larger than \$25,000, the following information:
 - The name of the entity receiving the sub-award;

- The amount of the sub-award;
- The transaction type;
- Program source;
- An award title descriptive of the purpose of each funding action;
- The location of the entity receiving the award;
- The primary location of performance under the award, including the city, State, congressional district, and country; and
- A unique identifier of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity.
- The names and total compensation of the five most highly compensated officers of the company, if it received 80% or more of its annual gross revenues in Federal awards and \$25 million or more in annual gross revenue from Federal awards.

(ii) For any sub-awards made to individuals or for less than \$25,000, reporting may be made in the aggregate.

g. Recipients must account for each ARRA award and sub-award (sub-grant and sub-contract) separately. Pooling of ARRA award funds with other funds is not permitted.

(ARRA sec. 1512, Federal Funding Accountability and Transparency Act of 2006, Public Law 109-282)

5. Job Reporting

Recipients of ARRA funds must report the number of jobs retained by the project or activity not later than (_____) days before the end of each calendar quarter. The State of Wisconsin shall make forms available for the collection of job reporting data to the recipient. (ARRA Sec. 1512)

6. JobCenterOf Wisconsin .com

The recipient shall post all Wisconsin job openings created by ARRA-funded state contracts on the **JobCenterOfWisconsin.com** website. (Executive Order #278)

7. Buy American - Use of American Iron, Steel, and Manufactured Goods

The recipient may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless the head of the Federal department or agency providing the funds waives the application of this provision or another exception applies. (ARRA Sec. 1605)

8. Wage Rate Requirements

Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part by ARRA funds pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)

9. Time Limits on Use of Funds

The recipient shall comply with program schedule and performance objectives specified by the [Department], in addition to the expected start and completion dates of projects funded by the ARRA. (ARRA Sec. 1602)

10. Disclosure of Fraud or Misconduct

The recipient shall promptly identify or report any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds. (False Claims Act, 31 U.S.C. sec. 3729-3733)(ARRA Sec. 1553)

11. Whistleblower Protections

The recipient is prohibited from demoting, discharging, or otherwise discriminating against an employee as retaliation for disclosing what the employee reasonably believes to be gross mismanagement or misconduct of ARRA funds under the contract or subcontract to the appropriate Federal, State, or other supervisory authority. Any employer receiving covered funds shall post notice of the rights and remedies provided to employees under this section (ARRA Sec. 1553).

12. Access to Records and Employees

The recipient shall provide the [Department] or the [Department's] authorized representative with access to the recipient's records related to obligations and use of funds made available in this Act.

13. Contract Provision on Authority of the U.S. Comptroller General

The recipient shall include the following provision in any contracts awarded by the recipient using ARRA funds:

The U.S. Comptroller General and his representatives are authorized:

- (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

(ARRA Sec. 902).

14. Authority of Federal Inspector General

The recipient shall allow any representatives of the Inspector General of a federal department or agency to:

- (1) Examine any records of the recipient, its subcontractors, or subgrantees, that pertain to and involve transactions relating to the grant, subcontract, or subgrant; and
- (2) Interview any officer or employee of the recipient, subcontractor, or subgrantee regarding such transactions.

Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general. (ARRA Sec. 1515(b)).

15. Noncompliance

Recipients of funds made available under the ARRA are subject to all of the terms and conditions of this addendum. If a recipient materially fails to comply with the terms and conditions of the award, the awarding agency may take appropriate action, which may result in the suspension or termination of both the agreement and recovery of the funds awarded, and any other remedies available at law.

ATTACHMENT G

**American Recovery and Reinvestment Act of 2009
Information Sheet: Project Positions**

The current proposal is for work related to American Recovery and Reinvestment Act to be performed by existing staff with expertise and program knowledge of the ARRA projects and to backfill their current roles, if necessary, with project positions or to directly use project positions. The project positions should be filled with Project Appointments (Project/Project).

Project/Project employment has a duration of up to 4 years for the project and the incumbent appointed into the position. It is similar to an "at will" appointment such that the employment is subject to the project position's funding. There is no probation, no bargaining unit representation and the appointed employee cannot attain permanent status in class as a result of the project appointment.

When the project position ends, the employment ends. There is no mandatory restoration of the incumbent to another position in state service unless they were granted a leave of absence from a permanent position to cover the time served in the project.

Former permanent state employees (without misconduct or delinquency) have reinstatement eligibility for 5 years from the date they left their permanent position. This is not a guarantee of appointment, but rather eligibility for permissive appointment to a position having a comparable or lower pay range for which they are qualified.

Authority referenced above -

Project position:

"No project position may exist for more than 4 years." s. 230.27(1), Wis. Stats.

Project Appointments:

"An employee in a project position on a project appointment, while in the position, shall earn and receive all privileges specifically authorized by statute for nonrepresented classified employees except tenure, transfer, restoration, reinstatement, promotion eligibility and layoff benefits." s. 230.27(2m), Wis. Stats.

Leave of Absence for Current Permanent State Employees:

Permanent classified employees may be granted a leave of absence to cover the time served in a project appointment. Any time limits established under s. 230.35, Wis. Stats., do not apply to leaves of absence granted under s. 230.27(3), Wis. Stats. (See also s. ER 18.14[2][f], Wis. Adm. Code.)

Reinstatement Eligibility of Current or Former Permanent State Employees:

"An employee who has separated from a position in the classified service without misconduct or delinquency...shall be eligible for reinstatement in any agency for 5 years from the date of such separation..." s.ER-MRS16.035(1), Wis. Adm. Code.

ATTACHMENT H

**American Recovery and Reinvestment Act of 2009
Information Sheet: Centralized Position Review**

To request Centralized Position Review approval for a position that is part of the American Recovery and Reinvestment Act (ARRA), follow the WiscJobs instructions previously provided except for this step:

At the Anno Info page, insert only the initials "ARRA" followed by a hyphen and the position number(s) provided by the State Budget Office.

Organization: **Employment Relations, Office of State**

Logo:

* Contact Text:

419 characters left (500 max)

* Job Announcement Title:

139 characters left (150 max)

Class Title(s): **87100 - BARBER**

* Bargaining Unit:

Following this instruction will ensure that your ARRA positions are part of the correct CPR review process.

ATTACHMENT I

**Creating Positions in PMIS Resulting from the
American Recovery and Reinvestment Act of 2009**

1. Complete a Position Transaction Request form (PMIS-1) as you would for any new position.
2. At the top of the form, be sure to check the box marked "FED Add."
3. Fill out all the fields required for new position requests. You should consult your PMIS manuals or materials if you do not know what mandatory fields are required for new positions or what data is required in those fields.¹
4. In addition, complete Box 29. Fill in this field with "Federal ARRA," and note any specific program under the federal ARRA for which the position is targeted.
5. The Authorization Source (Box 30) should be marked as #7, State Budget Office/s 16.54 FED unless it was specifically a position created in the Biennial Budget, Other Legislation, or Joint Finance with expected ARRA moneys.
6. Forward the request to your Budget Analyst in the State Budget Office with any supporting documentation that authorizes the position.

When the new position is created, which occurs in the week following the end of a pay period, it will be assigned a position number beginning 400xxx. You should confirm the creation of the position when you review your biweekly PMIS

¹ Required fields are boxes 1,2,5,6,7,8,9,21,24,26,27,30,31, and 33.

ATTACHMENT J

EXECUTIVE ORDER # 278

Relating to the Creation of Job Opportunities in Wisconsin

WHEREAS, President Barack Obama signed the "American Recovery and Reinvestment Act of 2009" ("ARRA") into law on February 17, 2009; and

WHEREAS, the American Recovery and Reinvestment Act of 2009 provides renewed opportunities for citizens for job preservation and creation, infrastructure investment, energy efficiency, developing new technologies, assistance to the unemployed, and State and local fiscal stabilization; and

WHEREAS, the specific purposes of the American Recovery and Reinvestment Act of 2009 include preserving and creating jobs; promoting economic recovery; assisting those most impacted by the recession; providing investments needed to increase economic efficiency by spurring technological advances in science and health; investing in transportation, environmental protection and other infrastructure that will provide long-term economic benefits; and stabilizing State and local government budgets; and

WHEREAS, the key to a strong Wisconsin economy is an effective and agile workforce system that connects people to industries with job openings and to employers who need a skilled workforce; and

WHEREAS, Wisconsin has highly motivated workers who desire work opportunities so that they may support themselves and their families; and

WHEREAS, connecting job seekers and employers will promote and grow Wisconsin's economy and create new economic opportunities for Wisconsin's workers and employers; and

WHEREAS, Wisconsin can affirm its commitment to creating job opportunities made possible through the implementation of the American Recovery and Reinvestment Act of 2009;

NOWHEREFORE, I, JIM DOYLE, Governor of the State of Wisconsin, by the authority vested in me by the Constitution and the laws of this State, do hereby:

1. Direct all Executive Branch agencies to include in all contracts funded, in whole or in part, by the American Recovery and Reinvestment Act of 2009 ("ARRA-funded state contracts"), for which the invitations for bids or other solicitations for bids are published on or after February 17, 2009, a clause requiring contractors and subcontractors to ARRA-funded state contracts who employ workers in Wisconsin to post job openings created by ARRA-funded state contracts on the JobCenterOfWisconsin.com website.

2. Encourage local governments and their subunits that manage local projects funded by the American Recovery and Reinvestment Act of 2009 to require contractors and subcontractors who employ workers in Wisconsin to post job openings created by ARRA-funded local projects on the JobCenterOfWisconsin.com website.

3. Encourage Wisconsin employers who enter into ARRA-funded state or local contracts or who otherwise receive funding from the American Recovery and Reinvestment

Act of 2009 to post job openings created by the ARRA-funded contract or ARRA funding on the JobCenterOfWisconsin.com website.

4. Posting is not required where an employer, contractor or subcontractor of an ARRA-funded state contract intends to fill the job opening created by ARRA funding with a present employee, a laid-off former employee or a job candidate from a previous recruitment, or where an exception has been granted by the Executive Agency or Wisconsin Department of Workforce Development.

5. Nothing in this order shall be interpreted to require the employment of apprentices if such employment may result in the displacement of journey workers employed by any employer, contractor or subcontractor.

6. Nothing in this order shall be read to permit any Executive Branch agency, local government, employer, contractor, subcontractor, or other entity to violate or ignore any laws, rules, directives or other legal requirements or obligations imposed by state or federal law. If any provision in this order conflicts with any law, rule, or other legal requirement or obligation imposed by state or federal law, the state or federal law shall control.

7. Nothing in this order creates any right, benefit, or trust responsibility, substantive or procedural, enforceable at law by a party against the State of Wisconsin, its agencies or employees, or any other person.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Wisconsin to be affixed. Done at the Capitol in the City of Madison this sixteenth day of April in the year two thousand nine.

JIM DOYLE
Governor

By the Governor:

DOUGLAS LA FOLLETTE
Secretary of State

Recovery Jobs on JobCenterofWisconsin.com

BACKGROUND

- On 04/16/09, Governor Doyle signed an Executive Order making JobCenterofWisconsin.com, the official site for Recovery jobs, providing a one-stop shop for job seekers.
 - Requires Recovery project contractors to use site, post openings.
- Wisconsin employers are now able to mark Recovery jobs as such when entering job orders on JobCenterofWisconsin.com.
- Starting in Mid-May, Recovery jobs will be tagged with the Recovery logo in job searches.
- Collaboration is currently underway between DWD and OSER to have state jobs automatically added to JobCenterofWisconsin.com

WHAT AGENCIES CAN DO

- Display logos to help Job Seekers and Employers find/post Recovery Jobs



- These logos are available to your webmasters at the following location:
 - <http://dwd.wisconsin.gov/recovery/logos.htm>
 - Any questions about these logos can be directed to DWD's webmaster; Dane Fjelstad, phone: 267-7114 email: Dane.Fjelstad@dwd.wisconsin.gov
- Employers who have questions regarding posting jobs can reach a JCW Customer Service representative at 1-888-258-9966 (option 3)

If agencies have questions about these requirements please contact:
Nicci Fite, phone: 267-6788 email: Nicole.Fite@dwd.wisconsin.gov

ARRA LUST Federal Stimulus Funding – Summary of Requirements

August 16, 2009

The following is a summary of relevant information from Wisconsin's Office of Recovery & Reinvestment (ORR) memo of May 8, 2009 from David Schmiedicke to Agency Heads titled Initial Guidance for Implementing the American Recovery and Reinvestment Act of 2009 and USEPA's Guidance to Regions for Implementing the LUST Provisions of the American Recovery and Reinvestment Act of 2009 document EPA-510-R-09-003 (June 2009). Municipalities entering into intergovernmental agreements with the Department of Natural Resources to receive American Recovery and Reinvestment Act of 2009 (ARRA) funding for LUST-related cleanup work will need to comply with the requirements in the aforementioned documents, which include the following provisions¹:

Reporting Requirements

In accordance with the Intergovernmental Agreement, quarterly reporting to the Department is required by October 1st and by the first day of each quarter thereafter until the project is completed. The data reported each quarter will be cumulative from the beginning of the project. In order for the municipality to submit their data by the 1st day of the quarter, they will need to collect that data up to a date prior to the 1st. It is recommended that the data be collected to include the 25th of the last month of the quarter. The remaining days of that month will be included in the next quarterly report.

The format for reporting will be on an Excel spreadsheet yet to be finalized by ORR. Once it is finalized it will be provided to the municipality. That spreadsheet will include the following data entry fields for the municipality:

- D-U-N-S Number (this is a 9 digit identification number issued by Dunn & Bradstreet. Assignment of a D-U-N-S number is free. Further detailed information on D&B is available at this URL: <http://fedgov.dnb.com/webform>).
- Sub-Award number (issued by DNR and this field will be pre-populated).
- Congressional District.
- Amount of Sub-Award (this field will be pre-populated).
- Amount of Sub-Award dispersed to date.
- Date of Sub-Award (this field will be pre-populated).
- Place of performance
 - Address 1
 - Address 2
 - City
 - State
 - Zip + 4
 - Congressional District
 - Country
- Jobs created or retained – by FTE (see below for the methodology to calculate this).

¹ Municipalities who have questions about whether they comply with the above-cited documents as well as applicable state and federal law should consult with their legal counsel.

ARRA LUST Federal Stimulus Funding – Summary of Requirements

August 16, 2009

An additional Excel spreadsheet will need to be completed by each vendor working on the project. The following fields will need to be completed by the vendor:

- Sub-Award number (this is the same number as above).
- Vendor Name and Zip Code of their company headquarters.
- Vendor's D-U-N-S Number if available.
- Description of the work the vendor is doing.
- Payment vendor has received to date.
- Jobs created or retained – by FTE (see below for the methodology to calculate this).

Methodology for calculating the number of jobs created or retained: The following will apply for the municipality and any contractors (vendors) working on the project.

The requirement for reporting jobs is based on a simple calculation used to avoid overstating the number of other than full-time, permanent jobs. This calculation converts part-time or temporary jobs into "full-time equivalent" (FTE) jobs. In order to perform the calculation, a recipient will need the total number of hours worked that are funded by the Recovery Act. The recipient will also need the number of hours in a full-time schedule for a quarter. The formula for reporting can be represented as:

$$\frac{\text{Cumulative Recovery Act Funded Hours Worked (Qtr 1...n)}}{\text{Cumulative Hours in a Full-time Schedule (Qtr 1...n)}} = \text{FTE}$$

Example:

Assume that a recipient is preparing its first quarterly report and that the recipient's Recovery Act funded work required two full-time employees and one part-time employee working half days for the quarter. Also assume that the recipient's full-time schedule for the quarter is 520 hours (2080 hours in a work-year divided by 4). To convert hours worked to number of FTE for the first quarterly report, aggregate all hours worked and divide by the number of hours in a full-time schedule for the quarter. In this example, full-time hours worked (520 hrs x 2 employees = 1040 hrs) + part-time hours worked (260 hrs) ÷ number of hours in a full-time schedule for the quarter (520 hrs) = 2.5 FTE reported in the first quarterly report. Because jobs are reported cumulatively each quarter, this same number of FTE would be reported for the second quarter if the same number of employees worked the same number of hours.

Reporting is cumulative across the project lifecycle, and will not reset at the beginning of each calendar or fiscal year. In the example above, the 2.5 FTE reported in the first quarterly report will stay the same through the project lifecycle, assuming the same number of employees work the same number of hours.

Posting Job Openings on JobCenterOfWisconsin.com

The municipality must ensure that this provision is included in the contract for any vendors hired for this project. The contractor shall post all Wisconsin job openings created by ARRA-funded state contracts on the JobCenterOfWisconsin.com website.

ARRA LUST Federal Stimulus Funding – Summary of Requirements

August 16, 2009

Buy American

EPA has determined that the Buy American provision contained in section 1605 of the General Provisions of the Recovery Act only applies to the following projects:

- Installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping due to groundwater contamination, or
- Construction related activities associated with site restoration, including paving or concrete replacement.

Davis Bacon Act

After consultation with the U.S. Department of Labor, EPA has determined that for LUST Recovery Act assistance agreements, the Davis Bacon Act (DBA) prevailing wage requirement applies when the LUST project includes:

- Installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping due to groundwater contamination,
- Soil excavation/replacement when undertaken in conjunction with the installation of public water lines/wells described above, or
- Soil excavation/replacement, tank removal, and restoring the area **by paving or pouring concrete** (emphasis added) when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement.

In the above circumstances, all the laborers and mechanics employed by contractors and subcontractors will be covered by the DBA requirements for all construction work performed on the site. Other LUST funded activities, such as site assessments, in situ remediation, and soil excavation/replacement and tank removal when not in conjunction with paving or concrete replacement, will normally not trigger DBA requirements.

EPA's terms and conditions on DBA require that states obtain, or require their contractors or subcontractors obtain, appropriate wage determinations from Department of Labor's (DOL) wage determination web site at www.wdol.gov and include the labor standards clauses contained in 29 CFR 5.5, as well as other provisions applicable to Recovery Act funds. To the extent that states contract for the activities described above, states must include a term and condition requiring compliance with the DBA in procurement contracts and sub-grants that include these activities.

In addition, should these procurement contractors and sub-grantees accomplish these activities through the use of subcontracts or other lower tiered transactions, then these procurement contractors and sub-grantees must establish an equivalent term and condition in all such subcontracts and other lower tiered transactions.

ARRA LUST Federal Stimulus Funding – Summary of Requirements

August 16, 2009

Please be aware that federal regulations require additional reporting associated with Davis Bacon Act apart from the ARRA quarterly reporting.

Disclosure of Fraud or Misconduct

The municipality shall promptly identify or report any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds (False Claims Act, 31 U.S.C. sec. 3729-3733)(ARRA Sec. 1553).

Whistleblower Protections

The municipality is prohibited from demoting, discharging, or otherwise discriminating against an employee as retaliation for disclosing what the employee reasonably believes to be gross mismanagement or misconduct of ARRA funds under the contract or subcontract to the appropriate Federal, State, or other supervisory authority. Any employer receiving covered funds shall post notice of the rights and remedies provided to employees under this section (ARRA Sec. 1553).

The attached notice entitled Know Your Rights Under the Recovery Act! must be posted in a prominent location at the job site. This notice is available at:

<http://www.recovery.gov/sites/default/files/Whistleblower+Poster.pdf>

If you are uncertain about the location, please work with the DNR Project Manager.

Authority of the U.S. Comptroller General

Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority:

- (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

ARRA LUST Federal Stimulus Funding – Summary of Requirements

August 16, 2009

Registration with Central Contractor Registration (CCR)

The municipality is required to register with the U.S. Federal Government Central Contractor Registration (ARRA Sec. 1512 (h)). The registration website is found at <http://www.ccr.gov/>. In addition, once registered the municipality must provide the Department with the DUNS number used to register with CCR.

Noncompliance

If the municipality materially fails to comply with the supplemental ARRA terms and conditions of the award, the Department of Natural Resources may take appropriate action, which may result in the suspension or termination of the agreement and recovery of the ARRA funds awarded, and any other remedies available at law.

ARRA Logo

In accordance with the Intergovernmental Agreement, item II. G. the ARRA Logo will be posted in a prominent location at the job site. The Logo (see attached) is available at www.recovery.gov/?q=node/203. If you are uncertain about the location, please work with the DNR Project Manager.

– End –

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 11

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 06/01/10 through 06/15/10 and have approved the disbursements as follows:

1. Checks numbered from 095911 through 096310 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	4,375,352.29
SUBTOTAL	4,375,352.29

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,221,123.89

TOTAL DISBURSEMENTS APPROVED 5,596,476.18

David Bogdala

Daniel Prozanski Jr.

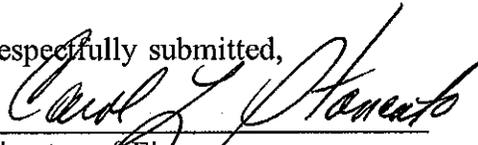
Katherine Marks

Eric Haugaard

Tod Ohnstad

Theodore Ruffalo

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectfully submitted,


(disbursementsblank.share.fin)

Director of Finance
Finance Agenda #17

**FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE**

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #11

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 06/30/10

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
95911	6/02	VIKING ELECTRIC SUPPLY	110-05-55109-248-000	5/10 PA ELECTRICAL M	266.13
			110-05-55109-248-000	5/10 PA ELECTRICAL M	177.42
			110-05-55109-248-000	5/10 PA ELECTRICAL M	97.10
			110-05-55109-248-000	5/10 PA ELECTRICAL M	97.10
			110-05-55109-246-000	5/10 PA ELECTRICAL M	14.08
			110-05-55109-248-000	5/10 PA ELECTRICAL M	1.56
				..... CHECK TOTAL	653.39
95912	6/02	HWY C SERVICE	110-05-55109-344-000	5/10 PW-SERV/PARTS	162.87
			110-03-53113-235-000	5/10 ST-SERV/PARTS	68.97
			110-05-55109-344-000	5/10 PW-SERV/PARTS	49.90
			110-03-53113-235-000	5/10 ST-SERV/PARTS	27.48
			110-03-53113-235-000	5/10 ST SERV/PARTS	12.13
				..... CHECK TOTAL	321.35
95913	6/02	ICMA RETIREMENT TRUST	110-00-21572-000-000	5/16-31/10 CONTRIBS	56,773.92
95914	6/02	CARDINAL HEALTH	206-02-52205-318-000	5/10 MEDICAL SUPPLIE	516.39
			206-02-52205-318-000	5/10 MEDICAL SUPPLIE	339.42
			206-02-52205-318-000	5/10 MEDICAL SUPPLIE	268.85
			206-02-52205-318-000	5/10 MEDICAL SUPPLIE	195.65
			206-02-52205-318-000	5/10 MEDICAL SUPPLIE	168.56
			206-02-52205-318-000	5/10 MEDICAL SUPPLIE	6.05
			206-02-52205-318-000	5/10 MEDICAL SUPPLIE	3.36
				..... CHECK TOTAL	1,498.28
95915	6/02	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	5/10 10-061792 LAB	49.60
			110-02-52101-219-000	5/10 10-061011 LAB	49.60
			110-02-52101-219-000	4/10 10-057046 LAB	49.60
				..... CHECK TOTAL	148.80
95916	6/02	WE ENERGIES	758-09-50105-259-850	RETIRE GAS 5512 24TH	930.64
95917	6/02	REINDERS INC.	110-05-55104-353-000	GRASS SEED	970.00
			630-09-50101-393-000	5/10 #2681 PARTS & S	327.78
			630-09-50101-393-000	5/10 #2210 PARTS & S	301.23
			110-05-55102-249-000	5/10 PA PARTS AND SE	85.26
			630-09-50101-393-000	5/10 PARTS & SERVICE	33.88
			630-09-50101-393-000	5/10 PARTS & SERVICE	33.15
			630-09-50101-393-000	5/10 #2221 PARTS & S	23.70
				..... CHECK TOTAL	1,775.00

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
95918	6/02	BADGER OIL EQUIPMENT CO.	630-09-50101-579-000	INSTALL VEEDER ROOT	10,400.00
95919	6/02	A & R DOOR SERVICE	501-09-50105-246-000	5/10 ST-DOOR REPAIRS	200.75
95920	6/02	THREE T'S TRUCKING INC	404-11-51099-589-000	9911 38TH ST TRUCKIN	10,373.00
			461-11-50902-581-000	4915 37TH AVE TRUCKI	7,245.00
			461-11-50902-581-000	4609 36TH AVE TRUCKI	6,256.00
				..... CHECK TOTAL	23,874.00
95921	6/02	OFFICEMAX	110-02-52103-311-000	5/10 PD #1489 OFFICE	626.58
			110-01-51101-311-000	5/10 FN #1492 OFFICE	306.88
			632-09-50101-311-000	5/10 SE #1488 OFFICE	155.25
			110-03-53116-311-000	5/10 WA #1487 OFFICE	141.83
			631-09-50101-311-000	5/10 EN #1483 OFFICE	117.90
			110-01-51701-311-000	5/10 CD #1477 OFFICE	116.55
			110-03-53101-311-000	5/10 PW #1485 OFFICE	69.65
			110-01-51301-311-000	5/10 AD #1490 OFFICE	58.41
			501-09-50101-311-000	5/10 ST #1493 OFFICE	55.24
			110-01-51101-311-000	5/10 FN #1491 OFFICE	44.14
			110-01-50101-311-000	5/10 CT #1484 OFFICE	24.75
			110-02-52601-311-000	5/10 DH #1481 OFFICE	20.63
			501-09-50101-311-000	5/10 PW #1485 OFFICE	16.41
				..... CHECK TOTAL	1,754.22
95922	6/02	LINCOLN CONTRACTORS SUPPLY	110-05-55109-282-000	5/10 PA RENTAL TOOLS	210.42
			110-03-53103-344-000	5/10 ST TOOLS AND SU	164.23
			501-09-50105-344-000	5/10 ST TOOLS AND SU	156.00
			110-03-53103-361-000	5/10 ST TOOLS AND SU	127.37
			110-03-53103-367-000	5/10 ST TOOLS AND SU	42.00
				..... CHECK TOTAL	700.02
95923	6/02	HOLLAND SUPPLY, INC.	110-05-55109-246-000	5/10 PA-HYDRAULIC FT	255.00
95924	6/02	WETLAND & WATERWAY CONSULT.	403-11-51006-589-000	1-4/10 WETLAND MITIG	12,065.00
95925	6/02	PITNEY BOWES	110-01-51306-282-000	5/10 MACHINE LEASE/M	364.00
95926	6/02	VERMEER SALES & SERVICE	501-09-50106-344-000	LEFT STUMPER TEETH	281.54
			501-09-50106-344-000	RIGHT STUMPER TEETH	263.20
				..... CHECK TOTAL	544.74

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
95927	6/02	5 ALARM FIRE & SAFETY EQUIP.	110-02-52203-344-000	5/10 PARTS/MATERIALS	408.00
95928	6/02	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	5/10 JANITORIAL SERV	3,325.00
95929	6/02	PAUL CONWAY SHIELDS	110-02-52206-367-000	4/10 TURNOUT GEAR	23.00
95930	6/02	LAKESIDE TITLE & CLOSING SRV	110-09-56501-259-000	5/10 4825 16 AVE LET	35.00
95931	6/02	US CELLULAR	110-02-52601-226-000	5/10 DH-CELL AIRTIME	184.11
			631-09-50101-226-000	5/10 EN-CELL AIRTIME	144.93
			110-02-52601-226-000	5/10 DH-CELL SERVICE	80.00
			501-09-50103-226-000	5/10 SW-CELL AIRTIME	37.74
			631-09-50101-226-000	5/10 EN-CELL SERVICE	32.00
			501-09-50103-226-000	4/10 SW-CELL AIRTIME	23.22
			501-09-50103-226-000	5/10 SW-CELL SERVICE	8.00
			501-09-50103-226-000	4/10 SW-CELL SERVICE	8.00
			501-09-50101-226-000	5/10 SW-CELL SERVICE	8.00
			501-09-50101-226-000	4/10 SW-CELL SERVICE	8.00
			501-09-50101-226-000	5/10 SW-CELL AIRTIME	.87
			501-09-50101-226-000	4/10 SW-CELL AIRTIME	.87
				..... CHECK TOTAL	535.74
95932	6/02	WASTE MANAGEMENT OF WI	404-11-51099-589-000	DUMP FEES-9911 38 ST	8,356.81
95933	6/02	REMY BATTERY CO., INC.	630-09-50101-393-000	5/10 CE BATTERIES	151.08
95934	6/02	FASTENAL COMPANY	521-09-50101-344-000	5/10 AR-TOOLS/MATRLS	99.36
			630-09-50101-393-000	5/10 #2492 MATERIALS	10.40
				..... CHECK TOTAL	109.76
95935	6/02	LAKESIDE CLEANERS	110-02-52203-259-000	4/10 LAUNDRY SERVICE	1,337.90
95936	6/02	CUSTOM FINISHES, INC.	501-09-50105-344-000	FINISH TRAILER	995.00
95937	6/02	NYBERG TROPHIES & AWARDS	110-02-52110-311-000	FONK/GLASSMAN PLQ	120.00
95938	6/02	J EWENS DESIGN INC	110-02-52103-369-000	GRAPHIC PACKAGE	3,410.00
95939	6/02	STATE BAR OF WISCONSIN	110-01-50301-322-000	5/10 CRIMINAL/TRAFC	57.96

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
95940	6/02	MENARDS (KENOSHA)	501-09-50105-344-000	5/10 ST MERCHANDISE	293.70
			110-05-55109-357-000	5/10 MERCHANDISE	291.74
			110-05-55109-246-000	5/10 PA MERCHANDISE	228.54
			521-09-50101-344-000	5/10 AR MERCHANDISE	205.23
			110-05-55109-344-000	5/10 PA MERCHANDISE	155.42
			110-02-52203-357-000	5/10 FD #5 MERCHANDI	139.00
			110-05-55109-249-000	5/10 MERCHANDISE	126.00
			110-01-51801-389-000	5/10 MB MERCHANDISE	110.52
			521-09-50101-355-000	5/10 AR MERCHANDISE	103.68
			110-05-55109-361-000	5/10 PA MERCHANDISE	97.48
			521-09-50101-355-000	5/10 AR MERCHANDISE	77.76
			110-02-52203-382-000	5/10 FD #4 MERCHANDI	39.96
			110-02-52203-344-000	5/10 FD #4 MERCHANDI	32.50
			110-05-55109-382-000	5/10 PA MERCHANDISE	22.63
			110-05-55109-244-000	5/10 PA MERCHANDISE	20.64
			110-05-55109-249-000	5/10 PA MERCHANDISE	19.48
			110-05-55102-249-000	5/10 PA MERCHANDISE	17.76
			110-03-53110-389-000	5/10 ST MERCHANDISE	4.95
				..... CHECK TOTAL	1,986.99
95941	6/02	SHERWIN INDUSTRIES	630-09-50101-393-000	5/10 PARTS AND SERVI	116.25
95942	6/02	GRAINGER	110-05-55109-249-000	5/10 PW-PARTS/MATRLS	68.68
			110-05-55109-344-000	5/10 PW-PARTS/MATRLS	37.92
				..... CHECK TOTAL	106.60
95943	6/02	IAFF/NATIONWIDE	110-00-21574-000-000	5/16-31/10 CONTRIBS	21,681.49
95944	6/02	DIGITAL IMAGING GROUP	761-09-50101-311-000	KTV ID STICKERS	127.80
95945	6/02	SIGNATURE FENCING, LLC	110-05-55108-369-000	FENCE PANEL	2,595.34
95946	6/02	BAYCOM	110-02-52103-369-000	CHEVY IMPALA LEG KIT	676.50
95947	6/02	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	5/16-31/10 CONTRIBS	11,923.75
95948	6/02	ALLEN, DARLENE	110-09-56405-166-000	5/11-6/11/10 PPD	851.19
95949	6/02	HARTFIELD, VONESHA	110-00-21109-000-000	REISSUE CK #94923	360.75

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
95950	6/02	WOMAN'S CLUB OF KENOSHA	761-09-50101-264-000	DEPOSIT FOR 10/16/10	250.00
95951	6/02	HAAKE, JOSEPHINE	110-00-46394-000-000	APPLIANCE STICKER	15.00
95952	6/02	HRYCYNIAK, STEPHEN	110-00-46394-000-000	3 APPLIANCE STICKERS	45.00
95953	6/02	MUTCHLER, VINCENT L.	110-09-56405-166-000	5/15-6/15/10 PPD	1,092.00
95954	6/02	VILLALOBOS, OSCAR	110-09-56405-166-000	5/28-6/28/10 PPD	1,104.50
95955	6/02	STEIN, ANDREW	110-02-52101-219-000	5/25/10 COURT DUTY	28.68
95956	6/04	BINDELLI BROTHERS, INC	110-09-56501-259-569	5/10 5229 39 AVE	195.42
			110-09-56501-259-569	5/10 2013 60 PL	96.36
				..... CHECK TOTAL	291.78
95957	6/04	RNOW, INC.	630-09-50101-393-000	5/10 #2886 PARTS/MAT	2,814.01
			630-09-50101-393-000	5/10 PARTS/MATERIALS	744.14
			630-09-50101-393-000	5/10 PARTS/MATERIALS	615.81
			630-09-50101-393-000	5/10 PARTS/MATERIALS	106.63
			630-09-50101-393-000	5/10 PARTS/MATERIALS	86.23
			630-09-50101-393-000	5/10 PARTS/MATERIALS	62.40
				..... CHECK TOTAL	4,429.22
95958	6/04	KENOSHA CO HEALTH DIVISION	110-05-55111-219-000	ANDERSON POOL LIC	632.00
			524-05-50101-219-000	GOLF COURSE LICENSE	430.00
			110-05-55111-219-000	WASH PARK POOL LIC	260.00
				..... CHECK TOTAL	1,322.00
95959	6/04	MACHINE SERVICES, INC.	520-09-50201-344-000	REBUILD DIFF.	1,500.00
			520-09-50201-344-000	REBUILD DIFF.	752.75
				..... CHECK TOTAL	2,252.75
95960	6/04	COMSYS, INCORPORATED	110-01-51102-215-000	6/08-7/07/10 SERVICE	36,013.76
			501-09-50101-215-000	6/08-7/07/10 SERVICE	9,003.46
				..... CHECK TOTAL	45,017.22
95961	6/04	INTERSTATE ELECTRIC SUPPLY	110-05-55109-248-000	5/10-PW ELECTRICAL S	277.23
			110-05-55109-248-000	5/10-PW ELECTRICAL S	108.51
			110-03-53109-375-000	5/10-ST ELECTRICAL S	27.95
			110-05-55109-361-000	4/10-PW ELECTRICAL S	23.57
			 CHECK TOTAL	437.26

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
95962	6/04	JANTZ AUTO SALES INC	630-09-50101-393-000	5/10-#58RAD MERCHAND	35.00
95963	6/04	KENOSHA ANIMAL HOSPITAL	110-02-52103-381-000	5/10-CHICO EXAM-VETE	37.91
95964	6/04	KENOSHA CITY/COUNTY	110-02-52111-251-000	06/10 JOINT SERVICES	258,078.50
			110-02-52202-251-000	06/10 JOINT SERVICES	64,519.67
				..... CHECK TOTAL	322,598.17
95965	6/04	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	6/04/10 CITY HRLY	16,250.17
			110-00-21562-000-000	6/04/10 WATER HRLY	4,200.10
			110-00-21562-000-000	6/04/10 MUSEUM HRLY	185.00
				..... CHECK TOTAL	20,635.27
95966	6/04	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	05/10 ANIMAL CONTROL	11,282.57
95967	6/04	LABOR PAPER, THE	110-01-50101-321-000	5/10 CC BOOK PGS	2,856.00
			110-02-52601-321-000	5/10 DH NOXIOUS WDS	111.40
			110-01-50101-321-000	5/10 1ST & 2ND READ	23.68
				..... CHECK TOTAL	2,991.08
95968	6/04	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	4/23/10 D YANDEL	1,285.15
95969	6/04	KENOSHA NEWS	110-00-21104-000-000	OFFCL RENWL LIQUOR	2,913.00
			110-00-21104-000-000	5/10 COFFEE POT LIC	40.83
				..... CHECK TOTAL	2,953.83
95970	6/04	SHERWIN WILLIAMS CO.	521-09-50101-344-000	5/10 AR PAINT/SUPPLI	54.45
95971	6/04	BADGER TRUCK CENTER	520-09-50201-347-000	MISC. PARTS	53.83
95972	6/04	WE ENERGIES	633-09-50101-221-000	#21 04/27-05/26	2,616.49
			110-03-53109-221-000	#21 04/26-05/25	1,995.81
			110-03-53109-221-000	#21 04/25-05/24	1,405.95
			110-03-53109-221-000	#21 04/22-05/23	1,357.74
			110-02-52203-221-000	#21 04/27-05/25	1,140.02
			110-05-55109-221-000	#21 04/20-05/19	1,105.52
			632-09-50101-221-000	#21 04/27-05/26	1,013.76
			110-03-53103-221-000	#21 04/27-05/26	864.81
			110-03-53116-221-000	#21 04/21-05/20	704.33
			110-05-55111-221-000	#21 04/22-05/21	699.10
			522-05-50102-221-000	#21 04/20-05/19	677.59
			110-03-53109-221-000	#21 04/20-05/19	661.94
			110-03-53109-221-000	#21 04/21-05/20	646.83
			110-03-53103-222-000	#21 04/27-05/26	646.20
			110-03-53109-221-000	#21 04/27-05/26	472.96
			110-01-51802-221-000	#21 912 35 ST	414.52
			110-05-55109-221-000	#21 04/25-05/24	398.49
			110-02-52203-222-000	#21 04/27-05/25	382.06
			110-05-55109-221-000	#21 04/21-05/20	372.35

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53103-221-000	#21 04/26-05/25	216.28
			110-05-55106-222-000	#21 04/26-05/24	139.92
			110-03-53116-221-000	#21 04/18-05/18	113.94
			110-05-55109-222-000	#21 04/27-05/26	84.47
			520-09-50401-222-000	#21 04/26-05/25	71.13
			110-05-55111-222-000	#21 04/22-05/21	63.22
			110-03-53117-221-000	#21 04/21-05/20	61.05
			519-09-50103-221-000	#21 04/26-05/25	44.80
			522-05-50102-222-000	#21 04/20-05/19	35.85
			110-05-55109-222-000	#21 04/20-05/19	21.41
			110-05-55109-222-000	#21 04/26-05/25	20.65
			110-05-55109-221-000	#21 04/22-05/23	18.82
			110-05-55109-221-000	#21 04/26-05/25	9.58
				..... CHECK TOTAL	18,477.59
95973	6/04	WE ENERGIES	231-06-51613-259-000	#5113584 UTILITIES	45.08
			284-06-51608-259-000	#5113586 UTILITIES	36.64
			286-06-51604-259-000	#5113587 UTILITIES	32.99
			267-06-51605-259-000	#5113589 UTILITIES	32.86
				..... CHECK TOTAL	147.57
95974	6/04	REINDERS INC.	110-05-55102-369-000	5/10-PA PARTS/SERVIC	431.69
			524-05-50101-344-000	4/10-GO PARTS/SERVIC	254.00
				..... CHECK TOTAL	685.69
95975	6/04	AMERICAN BOTTLING CO.	524-05-50101-397-000	5/10 SOFT DRINKS	491.00
			524-05-50101-397-000	5/10 SOFT DRINKS	206.00
				..... CHECK TOTAL	697.00
95976	6/04	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	5.56 BALL AMMO	1,720.00
95977	6/04	WIS FUEL & HEATING INC	520-09-50106-341-000	5/10 DIESEL FUEL PUR	17,661.58
95978	6/04	TOWN N COUNTRY LAUNDROMAT	110-02-52203-259-000	GEAR CLEANING-A CARR	13.50
95979	6/04	BECKER ELECTRICAL GROUP	520-09-50202-246-000	RECONNECT HEATER BOX	190.00
95980	6/04	BROOKS TRACTOR, INC.	461-11-50902-581-000	4/10 EXCAVATOR RENT	850.00
			461-11-50902-581-000	4/10 EXCAVATOR RENT	850.00
			 CHECK TOTAL	1,700.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
95981	6/04	C.J.W., INC.	524-05-50101-397-000	4/10 CONSUMABLE MERC	91.62
95982	6/04	FABCO EQUIPMENT, INC.	403-11-50903-579-000	2009 EXCAVATOR	219,000.00
			403-11-50903-579-000	OPTIONS 1-4; 8; 9	28,750.00
			403-11-50903-579-560	TRADE #1422	5,000.00CR
				..... CHECK TOTAL	242,750.00
95983	6/04	LARK UNIFORM, INC.	110-02-52103-367-000	5/10-UNIT#516 BIKE U	78.90
95984	6/04	FELD BODY SHOP ROLEF INC.	520-09-50201-711-000	REPAIR BUS 2510/4002	1,667.00
95985	6/04	CHASE BANK KENOSHA	110-00-21513-000-000	6/04/10 HRLY DEDUCT	20,442.62
			110-00-21511-000-000	6/04/10 HRLY DEDUCT	12,073.05
			110-00-21612-000-000	6/04/10 HRLY DEDUCT	12,072.85
			110-00-21514-000-000	6/04/10 HRLY DEDUCT	3,012.90
			110-00-21614-000-000	6/04/10 HRLY DEDUCT	3,012.77
				..... CHECK TOTAL	50,614.19
95986	6/04	JUAREZ, SOLEDAD	110-02-52102-219-000	CASE #10-076517	50.00
95987	6/04	AT&T	110-02-52203-225-000	5/22-6/21 REPEATER	199.72
			110-02-52203-225-000	5/19-6/18 652-5506	103.51
			501-09-50105-225-000	5/19-6/18 652-2605	74.68
			110-03-53103-225-000	5/19-6/18 652-2605	74.68
			521-09-50101-225-000	5/19-6/19 652-1332	63.28
			520-09-50301-225-000	5/19-6/18 652-6932	63.28
			520-09-50301-225-000	5/19-6/18 652-5104	31.64
			110-01-51801-225-000	5/19-6/18 652-4112	31.64
				..... CHECK TOTAL	642.43
95988	6/04	ZILSKE LAW FIRM S C	110-09-56405-212-000	3/18/07 C LEIPZIG	1,901.00
			520-09-50101-161-000	3/15/08 S WELLS	224.00
				..... CHECK TOTAL	2,125.00
95989	6/04	SHORT ELLIOTT HENDRICKSON	409-11-50804-219-000	4/10-DESIGN SURVEY S	4,442.20
			409-11-50804-219-000	4/10-AMENDMENT #2	576.00
				..... CHECK TOTAL	5,018.20
95990	6/04	CHEMSEARCH	110-03-53113-353-000	DURALIZER HERBICIDE	1,293.86
			110-03-53113-353-000	OPTI-KILL	450.00
			 CHECK TOTAL	1,743.86

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95991	6/04	ALFRED BENESCH & COMPANY	448-11-50901-589-000	4/10 14TH AVE-ENG SE	3,912.05
95992	6/04	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	5/10 ST TOOLS AND SU	275.00
			501-09-50105-235-000	4/10 ST TOOLS AND SU	117.40
				..... CHECK TOTAL	392.40
95993	6/04	LEE'S RENT IT	110-05-55109-344-000	5/10-PA EQUIPMENT RE	560.00
			110-05-55111-246-000	5/10-PA EQUIPMENT RE	183.75
			110-05-55111-246-000	5/10-PA EQUIPMENT RE	44.08
				..... CHECK TOTAL	787.83
95994	6/04	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	6/04/10 B.GARRETT	113.14
95995	6/04	COLLEGE OF DUPAGE	110-02-52107-264-000	3/5/10 D. MOLINARO	175.00
95996	6/04	PETCO ANIMAL SUPPLIES	110-02-52103-381-000	PET FOOD & SUPPLIES	131.71
			110-02-52103-381-000	PET FOOD & SUPPLIES	40.96
			110-02-52103-381-000	5/10 PET FOOD & SUPP	31.97
				..... CHECK TOTAL	204.64
95997	6/04	HARRIS GOLF CARS SALES/SERV	524-05-50101-344-000	5/10-REPAIR GOLF CAR	44.68
			524-05-50101-344-000	5/10-REPAIR GOLF CAR	42.76
				..... CHECK TOTAL	87.44
95998	6/04	ACCURATE PRINTING CO., INC.	110-02-52103-311-000	5/10 PD LTHD/ENVLPS	296.00
95999	6/04	CONCRETE SPECIALTIES CO.	403-11-51002-588-000	5/10 MATERIALS	1,635.00
			403-11-51002-588-000	5/10 40TH AVE STORM	1,190.00
			403-11-51002-588-000	5/10 MATERIALS	545.00
			403-11-51002-588-000	5/10 40TH AVE STORM	510.00
			403-11-51002-588-000	5/10 40TH AVE STORM	272.50
			403-11-51002-588-000	5/10 40TH AVE STORM	150.00
				..... CHECK TOTAL	4,302.50
96000	6/04	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	5/10 FD PARTS/MATERI	52.00
96001	6/04	AETNA CLAIMS	611-09-50101-155-527	6/01/10 MED CLAIMS	1,132,973.33
			611-09-50101-155-527	5/28/10 MED CLAIMS	41,422.71
			611-09-50101-155-527	05/10 P/R DEDUCT	377.51
			 CHECK TOTAL	1,174,773.55

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96002	6/04	COLEMAN & WILLIAMS, LTD.	285-06-52601-259-000	#5113583 4/10 SRVC	2,590.00
96003	6/04	CONNEY SAFETY PRODUCTS	520-09-50202-246-000	MIRROR	125.54
96004	6/04	BELLE COFFEE SERVICE	524-05-50101-397-000	5/10-GO COFFEE/SUPPL	62.00
96005	6/04	F.J.A. CHRISTIANSEN ROOFING	754-09-50104-583-000	ALPINE SNOWGUARD	31,469.00
			754-09-50104-583-000	ADDITIONAL WORK	9,967.00
				..... CHECK TOTAL	41,436.00
96006	6/04	KEN'S TRUCK REPAIR, INC.	420-11-50901-579-000	TRANSFER TRAILER	51,925.63
			420-11-50901-934-560	TRADE-IN FLEET #2053	4,000.00CR
				..... CHECK TOTAL	47,925.63
96007	6/04	WISCONSIN ELECTRIC POWER CO	110-00-21581-000-000	6/04/10 J AHNHOCK	77.93
96008	6/04	NIELSON COMMUNICATIONS	240-09-50101-369-000	MOBILE RADIOS	2,558.00
			240-09-50101-369-000	PORTABLE RADIOS	2,350.00
			240-09-50101-369-000	DASH MOUNT	878.00
			240-09-50101-369-000	EXTERNAL SPEAKER	88.00
			240-09-50101-369-000	ANTENNA	28.00
				..... CHECK TOTAL	5,902.00
96009	6/04	EFFECTIVE MGMT SOLUTIONS	403-11-50904-219-000	4/10 PRFSNL SERVICES	6,000.00
96010	6/04	MILLER, LYNNE K	501-09-50101-219-000	SWU DATABASE TRENDS	160.00
96011	6/04	FLAMINGO LAS VEGAS	110-02-52203-263-000	J.THOMSEN 9/21-24/10	332.64
96012	6/04	PAUL CONWAY SHIELDS	110-02-52206-367-000	5/10-TURNOUT GEAR	660.97
96013	6/04	CUMMINS NPOWER, LLC	520-09-50201-347-000	MISC. BUS PARTS	1,308.69
96014	6/04	WASTE MANAGEMENT OF WI	461-11-50902-581-000	WASTE DISPOSAL	3,500.00
			461-11-50902-581-000	WASTE DISPOSAL	3,500.00
			461-11-51001-581-000	WASTE DISPOSAL-ADDL	2,490.02
				..... CHECK TOTAL	9,490.02
96015	6/04	MALSACK, J	463-11-50802-219-000	5/10 WEED/GRASS "A"	1,018.24
			461-11-50902-581-000	5/10 WEED/GRASS "B"	895.37
			401-11-50712-581-000	5/10 WEED/GRASS "C"	863.71
			110-09-56501-259-570	5/10 5229 39 AV-GRAS	750.00
			110-09-56501-259-570	5/10 4622 10 AV-GRAS	530.00
			110-09-56501-259-570	5/10 7713 7 AV-GRASS	285.00
			110-09-56501-259-570	5/10 4604 50 ST-GRAS	285.00
			110-09-56501-259-570	5/10 7703 34 AV-GRAS	275.00
			110-09-56501-259-570	5/10 4816 20 AV-GRAS	220.00
			110-09-56501-259-570	5/10 5815 11 AV-GRAS	210.00
			110-09-56501-259-570	5/10 6407 30 AV-GRAS	200.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-09-56501-259-570	5/10 5126 21 AV-GRAS	195.00
			110-09-56501-259-570	5/10 2125 22 ST-GRAS	175.00
			110-09-56501-259-570	5/10 7611 28 AV-GRAS	175.00
			110-09-56501-259-570	5/10 4720 18 AV-GRAS	171.00
			110-09-56501-259-570	5/10 2312 54 ST-GRAS	155.00
			110-09-56501-259-570	5/10 6519 31 AV-GRAS	120.00
			110-09-56501-259-570	5/10 1902 53 ST-GRAS	112.50
			110-09-56501-259-570	5/10 5821 23 AV-GRAS	90.00
			110-09-56501-259-570	5/10 2917 72 ST-GRAS	85.00
			110-09-56501-259-570	5/10 5821 SHER-GRASS	55.00
			285-06-51605-259-000	#5113622 DEBRIS	52.25
			461-11-50902-581-000	5/10 4621 38 AV-GRS	23.75
				..... CHECK TOTAL	6,941.82
96016	6/04	KAR PRODUCTS	520-00-18754-000-000	TRASH CAN HARDWARE	1,779.63
			520-09-50201-347-000	MISC. PARTS	469.87
			520-00-18754-000-000	TRASH CAN HARDWARE	208.56
			520-00-18754-000-000	TRASH CAN HARDWARE	20.10
			520-00-18754-000-000	CREDIT	149.38CR
				..... CHECK TOTAL	2,328.78
96017	6/04	REGISTER OF DEEDS	110-09-56501-259-000	4825 16 AVE	15.00
96018	6/04	CHULA VISTA RESORT	110-02-52107-263-000	5/18/10 ROMBALSKI	70.00
96019	6/04	INSTY-PRINTS	110-01-50602-311-000	4/10 KKB BOOKMARKS	171.78
96020	6/04	KNOX COMPANY	110-02-52203-344-000	STROBELIGHT ASSEMBLY	60.00
			206-02-52205-344-000	STROBELIGHT ASSEMBLY	30.00
				..... CHECK TOTAL	90.00
96021	6/04	OSI ENVIRONMENTAL INC	110-03-53117-253-000	5/10 ST REMOVAL SERV	150.00
96022	6/04	NORTHERN WATER WORKS SUPPLY	110-05-55109-235-000	PARTS FOR PUMP MOTOR	291.09
			110-05-55109-235-000	PARTS - MOTOR	196.56
			110-05-55109-235-000	PARTS - GRINDER	152.50
				..... CHECK TOTAL	640.15
96023	6/04	NORTHERN MIST LAWN SPRINKLER	110-05-55102-249-000	5/10-IRRIGATION REPA	233.22

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96024	6/04	SAFETY FIRST, INC.	110-02-52203-235-000	5/10 QUARTERLY AIR T	458.56
96025	6/04	HANSMANN PRINTING	110-01-50101-311-000	5/10 CT-ADL BUS CRDS	158.00
			631-09-50101-311-000	5/10 PW-WHITEFOOT BC	56.00
			110-02-52201-311-000	5/10 FD-THOMSEN BC'S	45.00
				..... CHECK TOTAL	259.00
96026	6/04	J EWENS DESIGN INC	520-09-50201-711-000	REPLACE GRAPHICS	230.50
96027	6/04	ULINE	110-02-52601-311-000	POLY DOOR BAGS	39.00
96028	6/04	J & M RECOVERY & TOWING	110-02-52103-219-000	5/10-#10-065751 TOWI	15.00
96029	6/04	MENARDS (KENOSHA)	110-05-55109-357-000	5/10-PA MERCHANDISE	208.59
			110-05-55109-244-000	5/10-PA MERCHANDISE	194.05
			521-09-50101-344-000	5/10-AR MERCHANDISE	122.15
			110-05-55109-244-000	5/10-PA MERCHANDISE	87.76
			110-03-53103-344-000	5/10-ST MERCHANDISE	71.81
			110-05-55109-249-000	5/10-PA MERCHANDISE	64.70
			110-02-52203-344-000	5/10-FD#4 MERCHANDIS	64.07
			110-05-55109-244-000	5/10-PA MERCHANDISE	41.80
			206-02-52205-344-000	5/10-FD#4 MERCHANDIS	36.80
			521-09-50101-382-000	5/10-AR MERCHANDISE	20.71
			110-05-55109-344-000	5/10-PA MERCHANDISE	17.57
			110-05-55109-344-000	5/10-PA MERCHANDISE	16.98
			110-05-55109-246-000	5/10-PA MERCHANDISE	7.44
			110-05-55109-382-000	5/10-PA MERCHANDISE	5.96
			521-09-50101-344-000	5/10-AR MERCHANDISE	3.97
			110-05-55109-244-000	5/10-PA MERCHANDISE	3.76
			110-05-55109-389-000	5/10-PA MERCHANDISE	.19
				..... CHECK TOTAL	968.31
96030	6/04	WIS SCTF	110-00-21581-000-000	6/04/10 HRLY DEDUCT	1,637.75
96031	6/04	WIS DEPT OF TRANSPORTATION	110-02-52103-311-000	120 CITATION BOOKS	120.00
96032	6/04	LASER NET INC	110-01-51306-312-000	PRINTING/MAILING SER	3,606.75
			110-01-51201-311-000	PRINTING/MAILING SER	1,029.38
			 CHECK TOTAL	4,636.13

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96033	6/04	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	6/04/10 J PETRILLO	139.82
96034	6/04	GATEWAY TECH COLLEGE	245-09-50101-264-000	14- ANNUAL TRAINING	1,019.76
96035	6/04	FABCO RENTS	403-11-51002-588-000	5/10 40TH AVE STORM	4,406.50
			501-09-50105-282-000	5/10 ST EQUIPMENT RE	1,752.50
			403-11-51002-588-000	5/10 40TH AVE STORM	1,096.50
			403-11-51002-588-000	5/10 RESURFACING PRO	603.71
				..... CHECK TOTAL	7,859.21
96036	6/04	INTERNATIONAL ASSOC FOR	110-02-52204-323-000	P. RYAN MEMBERSHIP	75.00
96037	6/04	GILLIG CORPORATION	520-09-50201-347-000	MISC. BUS PARTS	3,953.87
96038	6/04	LEE PRODUCTIONS	222-09-50101-259-903	GROUP THERAPY 7/3/10	500.00
96039	6/04	GESTRA ENGINEERING INC	409-11-50906-589-000	4/10-CONST ENG/TESTI	150.00
96040	6/04	PROCESSWORKS INC.	110-00-21578-000-000	6/01/10 CHECK REG	4,202.70
96041	6/04	USA MOBILITY	110-02-52203-282-000	FINAL BILL PAGERS	180.39
96042	6/04	LABAHN, JEFFREY B	110-01-51701-219-000	6/10 REPLENISH	113.00
			110-01-51701-311-000	6/10 REPLENISH	29.17
			409-11-50906-589-000	6/10 REPLENISH	22.00
				..... CHECK TOTAL	164.17
96043	6/04	BALISTRERI AND ASSOCIATES	110-09-56405-161-000	12/25/09 D GAEDE	414.24
96044	6/04	KENOSHA MEDICAL CTR CAMPUS	206-02-52205-322-000	HEARTCODE PALS CD	105.00
			206-02-52205-219-000	PALS SKILL TESTING	50.00
				..... CHECK TOTAL	155.00
96045	6/04	ENHANCED MEDICAL IMAGING	110-09-56405-161-000	8/25/09 N MIELOSZYK	1,136.50
96046	6/04	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	4/23/10 D YANDEL	374.85
96047	6/04	AURORA HEALTH CARE	110-09-56405-161-000	4/22/10 R RUDOLPH	233.33
96048	6/04	LGIP MUSEUM	110-00-21805-000-000	6/01/10 WIRE TRANS	144,000.00

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96049	6/04	KOHN LAW FIRM S.C.	110-00-21581-000-000	6/04/10 D LARSON	129.04
96050	6/04	COMFORT SUITES HOTEL	110-02-52107-263-000	5/09-15 V. CORREA	420.00
96051	6/04	CARRICO AQUATIC RESOURCES	110-05-55111-219-000	WATER MANAGEMENT	2,897.25
			110-05-55111-219-000	WATER MANAGEMENT	2,807.25
			110-05-55111-219-000	WATER MANAGEMENT	2,249.00
			110-05-55111-219-000	WATER MANAGEMENT	2,159.00
				..... CHECK TOTAL	10,112.50
96052	6/04	SCHMICKEL, DANIELLE J	110-00-44709-000-000	BARTENDER LICENSE	50.00
96053	6/04	VOVES AUTO SALES LLC	110-00-21106-000-000	2009 PP TAX OVERPAY	1.31
96054	6/04	CHURCH OF THE NAZARENE	409-11-50804-581-000	TEMP EASEMENT	960.00
96055	6/04	KOSSOW, ROBERT & PEGGY	409-11-50804-581-000	TEMP EASEMENT	270.00
96056	6/04	RICCHIO, ACHILLE & JUDY	409-11-50804-581-000	TEMP EASEMENT	540.00
96057	6/04	PFAFF, DONALD	110-00-46394-000-000	2 APPLIANCE STICKERS	30.00
96058	6/04	ALTORFER, DANIEL	110-00-46394-000-000	2 APPLIANCE STICKERS	30.00
96059	6/04	ENGEN, MITCH	110-02-52601-261-000	05/10 MILEAGE	147.50
			110-02-52601-226-000	4/10 CELL PHONE	14.68
				..... CHECK TOTAL	162.18
96060	6/04	STANCZAK, STEPHEN M.	110-01-51303-261-000	3-5/10 MILEAGE	359.00
			110-01-51303-263-000	5/12-14 EAU CLAIRE	223.96
				..... CHECK TOTAL	582.96
96061	6/04	KREWSON, SHARON	110-01-51701-261-000	3/10-5/10 MILEAGE	126.00
			110-01-51701-226-000	12/09-4/10 CELLPHONE	73.38
				..... CHECK TOTAL	199.38
96062	6/04	WENBERG, JOHN D.	110-09-56405-161-000	3/10-5/6/10 MILEAGE	81.67
96063	6/04	TORCIVIA, NICK	110-02-52601-261-000	05/10 MILEAGE	184.00

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96064	6/04	BLISE, PAULA	110-02-52601-261-000	05/10 MILEAGE	385.00
96065	6/04	SOBBE, STACEY	110-02-52102-263-000	5/26/10 OZAUKEE	13.00
96066	6/04	BAUMANN, RICHARD H.	110-02-52601-261-000	05/10 MILEAGE	267.00
96067	6/04	SWARTZ, MARTHA E.	110-02-52601-261-000	05/10 MILEAGE	284.50
96068	6/04	HILLESLAND, RICHARD	110-02-52601-261-000	05/10 MILEAGE	320.00
96069	6/04	MIKOLAS, KEVIN	110-02-52601-261-000	05/10 MILEAGE	310.00
96070	6/04	DEJONGE, DANIEL R	110-02-52103-367-000	MOTORCYCLE GLOVES	63.30
96071	6/04	RIVERA, MICHAEL	110-02-52103-263-000	4/29-30/10 MINOQUA	37.00
96072	6/04	BURSEK, RONALD	110-03-53101-261-000	05/10 MILEAGE	226.50
			110-03-53101-261-000	03/10 MILEAGE	143.50
			110-03-53101-261-000	02/10 MILEAGE	127.00
			110-03-53101-261-000	01/10 MILEAGE	112.50
			110-03-53101-261-000	04/10 MILEAGE	102.50
				..... CHECK TOTAL	712.00
96073	6/04	CHIAPPETTA, LOUIS	110-02-52601-261-000	05/10 MILEAGE	135.50
96074	6/04	MCNEELY, RYAN	110-01-51303-144-000	2010 SPRING TUITION	664.88
96075	6/04	DJUPLIN, WESLEY P	110-01-51303-144-000	2010 SPRING TUITION	468.00
96076	6/04	STEIN, ANDREW	110-02-52101-219-000	6/1/10 COURT DUTY	28.68
96077	6/04	DUMKE, JOHN E.	110-02-52601-261-000	05/10 MILEAGE	138.50
96078	6/04	MILLER, BRIAN D	110-02-52110-367-000	2010 CLOTHING ALLOW	260.14
96079	6/04	JANTZEN, DENNIS	110-02-52601-261-000	05/10 MILEAGE	418.50
96080	6/04	SANCHEZ, MARGARITO	110-02-52601-261-000	05/10 MILEAGE	150.00
96081	6/04	KISSNER, ERICK R	110-01-51303-144-000	2010 SPRING TUITION	468.00

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96082	6/04	DODGE, HAROLD	110-02-52601-261-000	05/10 MILEAGE	258.50
96083	6/04	SANTELLI, GUY	110-02-52204-263-000	5/26 TANK TRAINING	74.56
96084	6/09	WE ENERGIES	110-03-53109-221-000	5/10 STREETLIGHTING	59,241.19
			110-05-55109-221-000	5/10 STREETLIGHTING	505.44
				..... CHECK TOTAL	59,746.63
96085	6/09	RNOW, INC.	630-09-50101-393-000	5/10 #2831 PARTS/MAT	153.04
96086	6/09	VIKING ELECTRIC SUPPLY	110-03-53109-361-000	5/10 ST ELECTRICAL M	104.69
			110-03-53109-375-000	5/10 ST ELECTRICAL M	20.14
			110-03-53103-246-000	5/10 ST ELECTRICAL M	18.34
			110-03-53109-375-000	5/10 ST ELECTRICAL M	11.41
			524-05-50101-369-000	3/10 GO RETURN	57.44CR
				..... CHECK TOTAL	97.14
96087	6/09	INTERSTATE ELECTRIC SUPPLY	110-02-52203-246-000	5/10-FD#3 ELECTRICAL	67.33
			110-03-53109-361-000	5/10-ST ELECTRICAL S	40.79
			110-01-51801-389-000	5/10-MB ELECTRICAL S	28.67
				..... CHECK TOTAL	136.79
96088	6/09	CARDINAL HEALTH	206-02-52205-318-000	5/10 MEDICAL SUPPLIE	404.37
			206-02-52205-318-000	5/10 MEDICAL SUPPLIE	344.72
			206-02-52205-318-000	5/10 MEDICAL SUPPLIE	6.05
				..... CHECK TOTAL	755.14
96089	6/09	KEN-CRETE PRODUCTS CO., INC.	403-11-51002-588-000	5/10 40TH AVE STORM	1,886.50
			501-09-50105-355-000	5/10 CONCRETE/MATRL	483.00
				..... CHECK TOTAL	2,369.50
96090	6/09	LABOR PAPER, THE	110-01-50101-321-000	3/10 CC MINUTES LEGA	1,344.00
			409-11-51010-589-000	5/10 INSTALMT ASSESS	8.56
			409-11-50804-581-000	5/10 INSTALMT ASSESS	8.56
				..... CHECK TOTAL	1,361.12
96091	6/09	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	5/10-#10-068430 LAB	49.60
			110-02-52101-219-000	5/10-#10-068191 LAB	49.60
			110-02-52101-219-000	5/10-#10-017812 LAB	49.60
			 CHECK TOTAL	148.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96092	6/09	KENOSHA NEWS	758-09-50101-259-000	5/10 CD-HOME BLDG	442.50
			110-00-21104-000-000	ANWL BEER/LIQ RNWL	439.50
			110-01-51303-326-000	5/10 MAYORS YOUTH EM	253.87
			110-01-51303-326-000	5/10 CLERK TYPIST	188.51
			110-00-21104-000-000	5/10 AERO & AG WKRS	43.75
				..... CHECK TOTAL	1,368.13
96093	6/09	M A TRUCK PARTS	630-09-50101-393-000	PARTS FOR FLEET 2505	2,464.77
			630-09-50101-393-000	PARTS FOR FLEET 8729	1,201.93
				..... CHECK TOTAL	3,666.70
96094	6/09	AMERICAN PLANNING ASSOC	110-01-51701-323-000	B REINING 7/10-6/11	355.00
96095	6/09	BADGER TRUCK CENTER	754-09-50102-549-000	2010 DUMP TRUCK	55,376.66
			754-09-50102-549-000	ALUMINUM TUNNEL BOX	775.00
				..... CHECK TOTAL	56,151.66
96096	6/09	WIS DEPT OF REVENUE	110-00-21512-000-000	5/16-31/10 DEDUCTS	112,300.53
96097	6/09	STATE OF WISCONSIN	110-00-21901-999-000	4/10 COURT COSTS	20,869.21
			110-00-21911-999-000	4/10 COURT COSTS	13,404.71
			110-00-45104-999-000	4/10 COURT COSTS	9,975.05
				..... CHECK TOTAL	44,248.97
96098	6/09	PAYNE & DOLAN INC.	110-03-53103-355-000	5/10 ASPHALT MATERIA	476.77
96099	6/09	REINDERS INC.	110-05-55109-353-000	GLYPHOSATE	2,228.56
			110-05-55109-353-000	GRASS SEED	1,940.00
			110-05-55109-353-000	HERBICIDE	1,210.00
			110-05-55109-353-000	GRASS SEED	680.00
				..... CHECK TOTAL	6,058.56
96100	6/09	SCHENK/HUEGEL COMPANY	110-02-52206-367-000	5/10 STA 7 PARAMEDIC	225.00
96101	6/09	HOLY NATIVITY LUTHERAN	110-01-51901-283-000	2/10 & 4/10	50.00
96102	6/09	BATTERIES PLUS LLC	110-01-51801-361-000	5/10 MB BATTERIES &	35.50
			110-01-51801-361-000	5/10 MB BATTERIES &	22.00
			 CHECK TOTAL	57.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96103	6/09	GEAR WASH	110-02-52206-367-000	5/10-TURNOUT GEAR RE	293.95
96104	6/09	CLIFTON GUNDERSON LLP	110-01-50701-211-000	#4 Y.E. 12/31/09	35,000.00
96105	6/09	OFFICEMAX	110-01-50301-311-000	5/10 LE #1498 OFFICE	160.74
			110-01-51101-311-000	5/10 FN #1499 OFFICE	22.09
			110-03-53101-311-000	5/10 PW #1485 OFFICE	2.89
				..... CHECK TOTAL	185.72
96106	6/09	MOOSE LODGE #286	110-01-51901-283-000	JANITORIAL-2/10&4/10	64.00
96107	6/09	KENOSHA BIBLE CHURCH	110-01-51901-283-000	2/10 & 4/10	50.00
96108	6/09	POINTE HOTEL & SUITES	110-02-52107-263-000	4/29-30 J WITT	70.00
			110-02-52107-263-000	4/29-30 P DEATES	70.00
				..... CHECK TOTAL	140.00
96109	6/09	HOLLAND SUPPLY, INC.	520-09-50201-347-000	5/10-HYDRAULIC FITTI	114.66
			520-09-50201-347-000	5/10-HYDRAULIC FITTI	49.78
			520-09-50201-347-000	5/10-HYDRAULIC FITTI	38.24
				..... CHECK TOTAL	202.68
96110	6/09	CONCRETE SPECIALTIES CO.	403-11-51002-588-000	5/10 40TH AVE STORM	272.50
96111	6/09	SERWE IMPLEMENT	630-09-50101-393-000	PARTS FOR FLEET 2235	2,137.58
96112	6/09	STRAND ASSOCIATES, INC.	501-09-50103-219-000	5/10-FOREST PARK SAN	1,645.04
			110-03-53117-219-000	5/10-GRNDWATER SAMPL	560.60
				..... CHECK TOTAL	2,205.64
96113	6/09	ST JOHN'S LUTHERAN CHURCH	110-01-51901-283-000	JANITORIAL-2/10&4/10	50.00
96114	6/09	H R STEWART, INC	501-09-50105-219-000	TELEWISE STORM SWRS	38,235.00
96115	6/09	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	5/10 COUPON REDMPTN	680.00
			501-09-50102-219-000	5/10 COUPON REDMPTN	590.00
			501-09-50102-219-000	5/10 COUPON REDMPTN	122.00
			501-09-50102-219-000	5/10 RETAIL INCENTV	27.20
			501-09-50102-219-000	5/10 RETAIL INCENTV	23.60
			501-09-50102-219-000	5/10 POSTAGE	5.58
			501-09-50102-219-000	5/10 RETAIL INCENTV	4.88
			501-09-50102-219-000	5/10 PER CHECK FEE F	2.50
			501-09-50102-219-000	5/10 POSTAGE FEE	2.20
			501-09-50102-219-000	5/10 POSTAGE	2.07
			501-09-50102-219-000	5/10 COUPON REDMPTN	2.00
			501-09-50102-219-000	5/10 PER CHECK FEE F	1.50
			501-09-50102-219-000	5/10 POSTAGE FEE	1.32
			501-09-50102-219-000	5/10 PER CHECK FEE F	.50
			501-09-50102-219-000	5/10 PER CHECK FEE F	.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			501-09-50102-219-000	5/10 POSTAGE FEE	.44
			501-09-50102-219-000	5/10 POSTAGE FEE	.44
			501-09-50102-219-000	5/10 RETAIL INCENTV	.09
				..... CHECK TOTAL	1,466.82
96116	6/09	CICCHINI ASPHALT LLC	401-11-51001-585-000	EST 2-RESURF PHS I	220,857.34
96117	6/09	LEE PLUMBING, INC.	110-01-51801-241-000	5/10 MB HVAC, PLUMBI	398.61
			110-01-51801-241-000	5/10 MB HVAC, PLUMBI	164.00
				..... CHECK TOTAL	562.61
96118	6/09	WESTERN LIGHTING	632-09-50101-246-000	GLASS PANELS	92.00
96119	6/09	GUTTORMSEN LAW OFFICE, LLC	110-01-50101-219-000	SERVICES 3/31-5/20	787.50
96120	6/09	T & A INDUSTRIAL, LTD.	630-09-50101-393-000	CLASS II SAFETY VEST	1,347.50
96121	6/09	WIS DEPT OF REVENUE	761-00-21512-000-000	5/10 KCM DEDUCTS	283.50
96122	6/09	KENOSHA COUNTY TREASURER	110-04-54101-252-000	6/10 HEALTH SERVICES	90,519.50
96123	6/09	JP MORGAN CHASE BANK	761-00-21513-000-000	5/10 KCM DEDUCTS	483.00
			761-00-21511-000-000	5/10 KCM DEDUCTS	373.14
			761-09-50101-152-000	5/10 KCM DEDUCTS	373.13
			761-09-50101-158-000	5/10 KCM DEDUCTS	87.27
			761-00-21514-000-000	5/10 KCM DEDUCTS	87.26
				..... CHECK TOTAL	1,403.80
96124	6/09	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	5/10 BUS PARTS	83.40
96125	6/09	NYBERG TROPHIES & AWARDS	110-03-53101-311-000	NAMEPLATES	114.00
96126	6/09	WASTE MANAGEMENT	633-09-50101-253-000	6/10 LI WEEKLY PICK	85.36
			521-09-50101-219-000	6/10 AR PAPER RECYCL	54.08
			110-01-51801-246-000	6/10 MB PULL CHARGES	54.08
			110-05-55109-246-000	6/10 PA PAPER RECYCL	37.86
				..... CHECK TOTAL	231.38
96127	6/09	MENARDS (KENOSHA)	110-05-55102-244-000	5/10-FIELD PAINT MER	270.80
			501-09-50105-357-000	5/10-ST MERCHANDISE	213.03
			110-05-55109-244-000	5/10-PA MERCHANDISE	194.05
			524-05-50101-369-000	5/10-GO-REMODEL MERC	137.98
			110-05-55109-357-000	5/10-PA MERCHANDISE	127.81
			110-02-52203-382-000	5/10-FD#4 MERCHANDIS	116.08
			110-02-52203-353-000	5/10-FD#4 MERCHANDIS	57.97
			110-03-53103-389-000	5/10-ST MERCHANDISE	35.30
			501-09-50105-361-000	5/10-ST MERCHANDISE	12.96
			110-01-51801-389-000	5/10-MB MERCHANDISE	10.94
			521-09-50101-344-000	5/10-AR MERCHANDISE	5.58

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53109-361-000	5/10-ST MERCHANDISE	5.02
			110-03-53109-389-000	5/10-ST MERCHANDISE	3.87
				..... CHECK TOTAL	1,191.39
96128	6/09	FIRST ASSEMBLY OF GOD	110-01-51901-283-000	JANITORIAL-2/10&4/10	50.00
96129	6/09	KENOSHA COUNTY TREASURER	110-00-21910-999-000	4/10 FEES COLLECTED	10,740.55
			110-00-21901-999-000	4/10 FEES COLLECTED	3,609.25
				..... CHECK TOTAL	14,349.80
96130	6/09	ROCKFORD IND. WELDING	501-09-50105-344-000	5/10 ST SUPPLIES/REP	14.04
96131	6/09	THOMAS MFG CO INC	110-05-55108-369-000	CLASSIC BENCH	4,000.00
96132	6/09	MESSIAH LUTHERAN CHURCH	110-01-51901-283-000	JANITORIAL-2/10&4/10	80.00
96133	6/09	GILLIG CORPORATION	520-09-50201-347-000	5/10-TD BUS PARTS	1,714.30
			520-09-50201-347-000	5/10-TD BUS PARTS	569.90
			520-09-50201-347-000	5/10-TD BUS PARTS	512.96
			520-09-50201-347-000	5/10-TD BUS PARTS	275.12
			520-09-50201-347-000	5/10-TD BUS PARTS	175.53
			520-09-50201-347-000	5/10-TD BUS PARTS	104.18
			520-09-50201-347-000	5/10-TD BUS PARTS	32.72
			520-09-50201-347-000	5/10-TD BUS PARTS	26.40
			520-09-50201-347-000	5/10-TD BUS PARTS	16.36
				..... CHECK TOTAL	3,427.47
96134	6/09	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	5/10 TRANSIT COACH P	182.78
			520-09-50201-347-000	5/10 TRANSIT COACH P	101.00
			520-09-50201-347-000	5/10 TRANSIT COACH P	71.60
				..... CHECK TOTAL	355.38
96135	6/09	SENIOR CITIZEN CENTER	110-01-51901-283-000	2/10 & 4/10	103.50
96136	6/09	LABOR RELATIONS INFORMATION	110-02-52203-264-000	J. THOMSEN 9/22-24	595.00
96137	6/09	JANTZ CLUB	110-01-51901-283-000	2/10 & 4/10	50.00
96138	6/09	BROADLEY JAMES CORPORATION	110-05-55111-235-000	REDOX ELECTERODE	167.91
			110-05-55111-235-000	PH ELECTRODE	81.00
			 CHECK TOTAL	248.91

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96139	6/09	RADIO ENGINEERING IND	754-09-50102-579-000	CAMERA INSTALL	1,410.00
96140	6/09	SCALETTA, DAWN	110-00-21905-000-000	ORIBILETTI 5/16/10	100.00
96141	6/09	VERASTEGUI, MARIA	110-00-21905-000-000	ORIBILETTI 5/23/10	100.00
96142	6/09	JUNE, RACHEL	110-00-21905-000-000	BEACHHOUSE-9/4/10	300.00
			110-00-47122-000-000	BEACHHOUSE-9/4/10	265.00
				..... CHECK TOTAL	565.00
96143	6/09	TUDJAN, JEANIE	110-00-21905-000-000	BEACHHOUSE-5/23/10	100.00
96144	6/09	WOLFE, KELLY	110-00-21905-000-000	BEACHHOUSE-5/14/10	300.00
96145	6/09	BRADFORD HIGH SCHOOL	110-00-21905-000-000	BEACHHOUSE-5/19/10	100.00
96146	6/09	PETERSON, SUZANNE	110-00-21905-000-000	BEACHHOUSE-5/15/10	300.00
96147	6/09	GATTSHALL, JOY	110-00-21905-000-000	BEACHHOUSE-5/29/10	300.00
96148	6/09	LIGHT OF CHRIST ANGEL	110-00-21905-000-000	BEACHHOUSE-5/28/10	300.00
96149	6/09	GONZALEZ, NORMA	110-00-21905-000-000	BEACHHOUSE 5/30/10	300.00
96150	6/09	TOSTRUD, DINA	110-00-21905-000-000	BEACHHOUSE 5/22/10	100.00
96151	6/09	KTEC SCHOOL	110-00-21905-000-000	BEACHHOUSE 5/21/10	100.00
96152	6/09	SMITH, TAMARA	110-00-21905-000-000	ORIBILETTI 5/22/10	100.00
96153	6/09	DURKEE, MARY	110-00-11211-000-000	2010 POOL START-UP	300.00
96154	6/09	DUFFY, KENNETH T.	110-02-52102-367-000	2010 CLOTHING ALLOW	400.00
96155	6/09	MAY, DAVID	110-02-52102-367-000	2010 CLOTHING ALLOW	400.00
96156	6/09	LABATORE, JOSEPH	110-02-52102-367-000	2010 CLOTHING ALLOW	166.67
96157	6/09	COVELLI, PAUL	110-01-50901-261-000	5/10 MILEAGE	72.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96158	6/09	WILKE, BRIAN	110-01-51701-261-000	5/10 MILEAGE	51.00
96159	6/09	BILLINGSLEY, SHELLY	110-01-51303-144-000	2010 SPRING TUITION	1,968.59
96160	6/09	WASHINGTON, AL	110-01-50901-261-000	5/10 MILEAGE	105.00
96161	6/09	CRUEY, EDWARD	110-01-50901-261-000	5/10 MILEAGE	85.50
96162	6/11	BINDELLI BROTHERS, INC	110-09-56501-259-569	5/10 1610 76 ST	1,456.50
			110-09-56501-259-569	5/10 4720 18 AVE	84.24
			110-09-56501-259-569	5/10 4714 18 AVE	72.12
				..... CHECK TOTAL	1,612.86
96163	6/11	CHESTER ELECTRONICS SUPPLY	110-01-51801-389-000	5/10 MB PARTS & MATE	26.10
			110-05-55109-344-000	5/10 PA PARTS & MATE	3.29
				..... CHECK TOTAL	29.39
96164	6/11	CLERK OF CIRCUIT COURT	110-00-21904-000-000	T ORMOND-CIT#004130	186.00
96165	6/11	COOPERATIVE PLUS INC.	521-09-50101-353-000	ROUNDUP PRO MAX	1,577.97
96166	6/11	HWY C SERVICE	110-05-55109-344-000	5/10-PW SERVICE/PART	232.50
			501-09-50106-344-000	5/10-PW SERVICE/PART	210.04
				..... CHECK TOTAL	442.54
96167	6/11	CARDINAL HEALTH	206-02-52205-382-000	5/10 HOUSEKEEPNG SUP	1,059.02
			206-02-52205-318-000	5/10 MEDICAL SUPPLIE	150.18
			206-02-52205-318-000	5/10 MEDICAL SUPPLIE	40.82
				..... CHECK TOTAL	1,250.02
96168	6/11	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	6/11/10 CITY HRLY	16,325.17
			110-00-21562-000-000	6/11/10 WATER HRLY	4,202.60
			110-00-21562-000-000	6/11/10 MUSEUM HRLY	185.00
				..... CHECK TOTAL	20,712.77
96169	6/11	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	5/10 PRISONER MAINT	1,534.00
96170	6/11	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	5/20/10 D ALLEMAND	212.78
			110-09-56405-161-000	5/20/10 A CARR	212.78
			110-09-56405-161-000	5/20/10 J FROEBER	212.78
			110-09-56405-161-000	5/20/10 N MILLER	212.78
			 CHECK TOTAL	851.12

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96171	6/11	SHERWIN WILLIAMS CO.	521-09-50101-371-000	5/10-AR PAINT/SUPPLI	108.90
			521-09-50101-371-000	5/10-AR PAINT/SUPPLI	54.45
				..... CHECK TOTAL	163.35
96172	6/11	FIRST SUPPLY CO.	110-05-55109-246-000	5/10 PW SUPPLIES AND	173.64
			110-05-55109-246-000	5/10 PW SUPPLIES AND	164.54
			110-05-55109-249-000	5/10 PW SUPPLIES AND	159.00
			110-05-55111-246-000	5/10 PW SUPPLIES AND	56.38
			110-05-55109-249-000	5/10 PW SUPPLIES AND	54.46
			110-05-55109-249-000	5/10 PW SUPPLIES AND	15.20
	..... CHECK TOTAL	623.22			
96173	6/11	FOX WORLD TRAVEL	110-02-52203-262-000	J THOMSEN-9/21-24/10	392.90
96174	6/11	KENOSHA COUNTY	110-02-52105-283-000	06/10 MONTHLY RENT	8,156.17
96175	6/11	WILLKOMM INC., JERRY	630-09-50101-391-000	5/10-UNLEADED GASOLI	18,559.44
			521-09-50101-341-000	6/10-AR FUEL	1,010.81
			521-09-50101-341-000	6/10-AR FUEL	988.81
				..... CHECK TOTAL	20,559.06
96176	6/11	WE ENERGIES	110-01-51801-221-000	#22 04/28-05/28	4,165.46
			520-09-50301-221-000	#22 04/29-06/01	3,970.37
			520-09-50401-221-000	#22 03/26-05/26	1,718.33
			521-09-50101-221-000	#22 05/02-06/01	1,690.69
			521-09-50101-221-000	#22 04/29-05/28	1,485.48
			110-05-55109-221-000	#22 04/27-05/26	1,089.62
			110-03-53103-221-000	#22 04/27-05/26	1,046.34
			110-02-52203-221-000	#22 04/29-05/28	983.97
			110-01-51801-222-000	#22 04/28-05/27	799.91
			110-02-52203-221-000	#22 05/02-06/01	784.47
			110-05-55111-221-000	#22 04/28-05/28	741.72
			520-09-50301-222-000	#22 04/29-05/31	708.52
			110-03-53109-221-000	#22 04/29-05/31	689.38
			633-09-50101-222-000	#22 04/27-05/26	587.64
			110-02-52203-221-000	#22 04/27-05/26	459.10
			110-03-53109-221-000	#22 05/03-06/02	420.95
			110-03-53109-221-000	#22 05/02-06/01	420.09
			110-03-53103-222-000	#22 04/27-05/26	415.09
			110-03-53109-221-000	#22 04/29-05/27	326.90
			110-02-52203-222-000	#22 04/27-06/01	274.71
			110-03-53109-221-000	#22 04/27-05/26	255.49
			110-03-53109-221-000	#22 05/05-06/03	250.03
			110-03-53109-221-000	#22 04/27-05/27	245.43
			632-09-50101-222-000	#22 04/27-05/26	243.17
			110-05-55111-221-000	#22 04/28-05/27	227.10
			110-02-52203-222-000	#22 03/31-06/01	206.96
			110-02-52110-221-000	#22 04/28-05/27	193.25
110-03-53116-222-000	#22 04/28-05/27	188.42			

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			521-09-50101-222-000	#22 05/02-06/01	172.08
			110-05-55109-222-000	#22 04/27-05/26	167.61
			110-03-53109-221-000	#22 04/28-05/27	100.98
			110-02-52203-222-000	#22 04/27-05/26	71.26
			110-01-51802-221-000	#22 2210 52ND ST	67.11
			521-09-50101-222-000	#22 05/02-05/30	53.88
			110-02-52110-222-000	#22 04/28-05/27	43.71
			110-05-55109-221-000	#22 05/03-06/02	37.22
			110-05-55109-221-000	#22 04/28-05/27	30.61
			110-03-53109-221-000	#22 04/30-06/01	25.18
			110-05-55109-221-000	#22 04/29-05/31	25.03
			110-03-53103-221-000	#22 04/29-05/31	23.16
			110-03-53103-221-000	#22 04/28-05/27	17.57
			110-05-55102-221-000	#22 04/29-05/31	11.92
			110-05-55111-222-000	#27 04/28-05/27	9.74
			110-05-55109-222-000	#27 04/29-05/31	9.28
			521-09-50101-221-000	#22 05/03-06/02	8.84
			110-02-52103-222-000	#22 05/03-06/02	8.70
				..... CHECK TOTAL	25,472.47
96177	6/11	MEADOWS COMPANY, BEN	501-09-50103-362-000	RAIN GAUGES	2,362.50
			501-09-50103-316-000	DATALOGGER SOFTWARE/	264.12
				..... CHECK TOTAL	2,626.62
96178	6/11	PEPSI AMERICAS, INC.	524-05-50101-397-000	5/10-GO SOFT DRINKS	313.20
96179	6/11	AMERICAN BOTTLING CO.	524-05-50101-397-000	5/10-GO SOFT DRINKS	1,341.50
96180	6/11	KENOSHA WATER UTILITY	420-11-50703-589-000	2916 SHER STORMWTR	750.12
			110-01-51802-223-000	715 56 ST-WTR/STRM	22.24
			110-01-51802-224-000	715 56 ST-WTR/STRM	5.24
				..... CHECK TOTAL	777.60
96181	6/11	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	.40 S&W PRACTICE	6,270.00
96182	6/11	WIS FUEL & HEATING INC	630-09-50101-392-000	5/10-DIESEL FUEL	18,591.25
			630-09-50101-392-000	6/10-DIESEL FUEL	17,989.29
				..... CHECK TOTAL	36,580.54
96183	6/11	C.J.W., INC.	524-05-50101-397-000	CONSUMABLE MERCH.	580.08
			524-05-50101-397-000	CONSUMABLE MERCH.	228.49
			 CHECK TOTAL	808.57

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96184	6/11	DON'S AUTO PARTS	520-09-50201-347-000	5/10 TD-PARTS/MATRLS	449.84
			520-09-50201-347-000	6/10 TD-PARTS/MATRL	336.96
				..... CHECK TOTAL	786.80
96185	6/11	KENOSHA WATER UTILITY	110-00-46908-999-000	HYDRANT DMG 3/12/10	1,560.46
96186	6/11	KENOSHA WATER UTILITY	110-00-21913-000-000	5/10 TEMP PERMITS	20,487.64
96187	6/11	KENOSHA WATER UTILITY	110-00-21914-000-000	5/10 BILL COLLECTION	3,635.95
96188	6/11	A & R DOOR SERVICE	110-03-53103-246-000	4/10 ST DOOR REPAIRS	134.00
96189	6/11	CHASE BANK KENOSHA	110-00-21513-000-000	6/11/10 HRLY DEDUCTS	22,288.76
			110-00-21511-000-000	6/11/10 HRLY DEDUCTS	13,032.90
			110-00-21612-000-000	6/11/10 HRLY DEDUCTS	13,032.83
			110-00-21514-000-000	6/11/10 HRLY DEDUCTS	3,276.27
			110-00-21614-000-000	6/11/10 HRLY DEDUCTS	3,276.21
				..... CHECK TOTAL	54,906.97
96190	6/11	AT&T	110-01-51801-227-000	5/28-6/27/10 MAIN	3,341.67
			110-01-51801-225-000	5/28-6/27/10 MAIN	805.69
			110-00-14401-000-000	5/28-6/27/10 MAIN	320.28
			110-00-15202-000-000	5/28-6/27/10 MAIN	252.95
			520-09-50301-227-000	5/28-6/27/10 MAIN	203.48
			110-05-55109-227-000	5/28-6/27/10 MAIN	168.48
			110-03-53103-227-000	5/28-6/27/10 MAIN	142.56
			521-09-50101-227-000	5/28-6/27/10 MAIN	115.68
			110-03-53103-225-000	5/28-6/27/10 MAIN	88.79
			632-09-50101-227-000	5/28-6/27/10 MAIN	77.76
			520-09-50401-227-000	5/28-6/27/10 MAIN	64.80
			501-09-50101-227-000	5/28-6/27/10 MAIN	64.80
			110-02-52110-227-000	5/28-6/27/10 MAIN	60.92
			520-09-50301-225-000	5/28-6/27/10 MAIN	57.14
			110-02-52108-225-000	5/28-6/27/10 MAIN	54.25
			632-09-50101-225-000	5/28-6/27/10 MAIN	51.10
			524-05-50101-225-000	5/28-6/27/10 MAIN	48.56
			110-05-55109-225-000	5/28-6/27/10 MAIN	39.76
			110-03-53116-227-000	5/28-6/27/10 MAIN	38.88
			524-05-50101-227-000	5/28-6/27/10 MAIN	37.92
			110-02-52103-227-000	5/28-6/27/10 MAIN	35.00
			206-02-52205-227-000	5/28-6/27/10 MAIN	28.91
			110-02-52110-225-000	5/28-6/27/10 MAIN	23.19
			501-09-50101-225-000	5/28-6/27/10 MAIN	15.07
			110-03-53116-225-000	5/28-6/27/10 MAIN	14.22
			110-05-55111-227-000	5/28-6/27/10 MAIN	12.96
			110-02-52203-227-000	5/28-6/27/10 MAIN	12.96
			520-09-50301-327-000	5/28-6/27/10 MAIN	12.00
			521-09-50101-225-000	5/28-6/27/10 MAIN	9.90
			520-09-50401-227-000	5/28-6/27/10 MAIN	3.95

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			110-02-52203-225-000	5/28-6/27/10 MAIN	.52
			110-05-55111-225-000	5/28-6/27/10 MAIN	.13
			 CHECK TOTAL	6,204.28
96191	6/11	AT&T	110-01-51801-225-000	5/28-6/27 653-7213	641.31
			110-01-51801-227-000	5/28-6/27 653-8297	117.35
			110-05-55111-225-000	5/28-6/27 942-3781	32.76
			110-01-51801-225-000	5/28-6/27 942-8834	31.64
			110-01-51801-225-000	6/01-6/30 605-9294	31.64
				..... CHECK TOTAL	854.70
96192	6/11	WIS DEPT OF JUSTICE	110-02-52101-219-000	5/10-SERVICES	7.00
96193	6/11	OFFICEMAX	110-02-52103-311-000	5/10 PD #1497 OFFICE	294.16
			110-01-51101-311-000	5/10 FN #1473 OFFICE	84.95
			110-02-52201-311-000	5/10 PD #1496 OFFICE	62.57
			110-02-52601-311-000	5/10 DH #1495 OFFICE	43.69
			110-01-51303-311-000	5/10 HR #1494 OFFICE	35.00
			501-09-50101-311-000	5/10 PW #1486 OFFICE	29.98
				..... CHECK TOTAL	550.35
96194	6/11	PREISS, IRENE	110-02-52203-165-000	6/10 BENEFITS	410.53
96195	6/11	TUDJAN, EDWARD	110-02-52203-165-000	6/10 BENEFITS	941.50
96196	6/11	ZAK, PAUL	110-02-52203-165-000	6/10 BENEFITS	861.97
96197	6/11	PAT'S SERVICES, INC.	205-03-53119-282-000	5/10-PORTABLE TOILET	65.80
96198	6/11	LINCOLN CONTRACTORS SUPPLY	110-03-53103-385-000	5/10-ST TOOLS/SUPPLI	119.00
			501-09-50105-344-000	5/10-ST TOOLS/SUPPLI	51.40
			501-09-50101-367-000	5/10-ST TOOLS/SUPPLI	13.00
				..... CHECK TOTAL	183.40
96199	6/11	HAPPINESS FARMS, INC	110-01-50602-353-000	ASSORTED FLOWERS	229.50
96200	6/11	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	6/11/10 B GARRETT	102.27
96201	6/11	INGENIZ SUBROGATION SERVICES	206-00-13107-000-000	1/13/10 R BELDING	505.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96202	6/11	VERIZON NORTH	110-02-52203-225-000	5/22-6/21/10 FIRE	41.51
96203	6/11	INTERSPIRO	110-02-52203-235-000	5/10-SCBA PARTS	290.00
			110-02-52203-235-000	5/10-SCBA PARTS	117.87
				..... CHECK TOTAL	407.87
96204	6/11	ACCURATE PRINTING CO., INC.	110-01-50101-311-000	5/10 CT-RUFFALO LTHD	75.00
96205	6/11	RAMAKER & ASSOCIATES	405-11-50808-219-000	PROFESSIONAL SERVICE	1,940.00
96206	6/11	BELLE COFFEE SERVICE	524-05-50101-397-000	5/10-GO COFFEE/SUPPL	62.00
96207	6/11	5 ALARM FIRE & SAFETY EQUIP.	206-02-52205-344-000	5/10 PARTS/MATERIALS	232.85
96208	6/11	WISCONSIN ELECTRIC POWER CO	110-00-21581-000-000	6/11/10 J ANHOCK	77.54
96209	6/11	DAIMLER BUSES NORTH AMERICA	520-09-50201-347-000	5/10 PARTS/MATERIALS	580.44
			520-09-50201-347-000	5/10 PARTS/MATERIAL	149.10
			520-09-50201-347-000	4/10 PARTS RETURN	9.98CR
				..... CHECK TOTAL	719.56
96210	6/11	LEE PLUMBING, INC.	110-02-52203-246-000	5/10-FD#3 PLUMBING	155.00
96211	6/11	OMEGA GROUP, THE	753-09-50101-537-000	CRIMEVIEW SERVER	59,400.00
96212	6/11	GREEN PROVENCE	110-03-53116-389-000	CITRA POWER HDD	1,012.50
96213	6/11	HUMANA	206-00-13107-000-000	3/17/09 J LESAVICH	68.77
96214	6/11	ANTHEM	206-00-13107-000-000	2/17/10 M OLDANT	447.03
96215	6/11	AETNA	206-00-13107-000-000	3/21/09 E PACHOL	411.14
96216	6/11	BENEFIT RECOVERY	206-00-13107-000-000	12/13/07 A JACOBS	217.95
96217	6/11	PROGRESSIVE ARTISAN AND	206-00-13107-000-000	1/05/10 D WILSON	500.00
96218	6/11	WIS DEPT OF NATURAL RESOURCE	521-09-50101-219-000	STORMWATER FEES	130.00
96219	6/11	PAUL CONWAY SHIELDS	110-02-52206-367-000	5/10 TURNOUT GEAR	1,047.01

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96220	6/11	LAKESIDE TITLE & CLOSING SRV	110-09-56501-259-000	4/10 5024 47 AVE	35.00
96221	6/11	HILLSIDE TRUE VALUE	110-02-52203-382-000	5/10-FD MISC. SUPPLI	67.92
			110-02-52203-246-000	5/10-FD MISC. SUPPLI	23.81
			520-09-50201-317-000	5/10-TD MISC. SUPPLI	17.15
			110-03-53103-389-000	5/10-ST MISC. SUPPLI	15.55
			110-01-51801-389-000	5/10-MB MISC. SUPPLI	10.91
			630-09-50101-393-000	5/10-SE MISC. SUPPLI	4.09
				..... CHECK TOTAL	139.43
96222	6/11	CUMMINS NPOWER, LLC	520-09-50201-347-000	5/10 TD-PARTS/SERVC	208.09
			520-09-50201-347-000	5/10 TD-PARTS/SERVC	97.05
			520-09-50201-347-000	5/10 TD-PARTS/SERVC	61.27
			520-09-50201-347-000	5/10 TD-PARTS/SERVC	31.35
				..... CHECK TOTAL	397.76
96223	6/11	MALSACK, J	110-09-56501-259-570	6/10 4439 17 AV GRS	475.00
			110-09-56501-259-570	5/10 2018 45 ST GRS	470.00
			110-09-56501-259-570	6/10 4530 40 AV GRS	432.25
			110-09-56501-259-570	6/10 2600 50 ST GRS	361.00
			110-09-56501-259-570	6/10 6611 5 AV GRAS	337.25
			110-09-56501-259-570	6/10 6550 7 AV GRAS	337.25
			110-09-56501-259-570	6/10 10608 67 PL GRS	323.00
			110-09-56501-259-570	6/10 4812 14 AV GRS	299.25
			110-09-56501-259-570	5/10 2723 71 ST GRS	255.00
			110-09-56501-259-570	5/10 1802 32 ST GRS	255.00
			110-09-56501-259-570	6/10 6709 100 AV GRS	228.00
			110-09-56501-259-570	5/10 5821 5 AV GRASS	225.00
			110-09-56501-259-570	6/10 2012 63 ST GRS	223.25
			110-09-56501-259-570	5/10 5418 39 AV GRS	200.00
			110-09-56501-259-570	6/10 6637 17 AV GRS	185.25
			110-09-56501-259-570	5/10 2103 45 ST GRS	155.00
			110-09-56501-259-570	5/10 2908 RSVLT-GRS	155.00
			110-09-56501-259-570	5/10 3720 RSVLT GRS	147.25
			110-09-56501-259-570	6/10 2610 22 AV GRS	52.25
			110-09-56501-259-570	5/10 3910 75 ST GRS	12.00
				..... CHECK TOTAL	5,128.00
96224	6/11	REGISTER OF DEEDS	110-01-50101-321-000	REC ORD 38-10	21.00
			110-01-50101-321-000	REC ORD 39-10	21.00
				..... CHECK TOTAL	42.00

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96225	6/11	ELECTRICAL CONTRACTORS, INC	110-05-55102-247-000	5/10 DIAMOND LIGHTIN	3,285.45
			110-05-55109-249-000	5/10 DIAMOND LIGHTIN	1,480.78
			110-05-55109-249-000	5/10 DIAMOND LIGHTIN	629.66
			110-05-55102-247-000	5/10 DIAMOND LIGHTIN	81.00
				..... CHECK TOTAL	5,476.89
96226	6/11	FASTENAL COMPANY	501-09-50105-344-000	5/10 ST TOOLS OR MAT	99.48
			110-05-55109-357-000	5/10 PA TOOLS OR MAT	64.28
			110-05-55109-361-000	5/10 PA TOOLS OR MAT	41.48
				..... CHECK TOTAL	205.24
96227	6/11	HILTI, INC	501-09-50105-361-000	HAMMER DRILL BIT	619.23
			501-09-50105-361-000	MASONRY CORE BIT	315.47
			501-09-50105-361-000	FUEL SURCHARGE	13.45
				..... CHECK TOTAL	948.15
96228	6/11	NYBERG TROPHIES & AWARDS	110-01-50101-311-000	2 NAME PLATES	16.00
96229	6/11	MANN BROS. SAND & GRAVEL	403-11-50902-585-000	FINAL-CURB/GUTTER PR	4,343.29
			401-11-50904-586-000	FINAL-SIDEWALK PROGR	4,343.29
				..... CHECK TOTAL	8,686.58
96230	6/11	O'CONNOR, DUMEZ,	110-09-56402-219-000	CITY/MILLER #2	440.00
			110-09-56402-219-000	CITY/BADURA	77.00
				..... CHECK TOTAL	517.00
96231	6/11	MENARDS (KENOSHA)	461-11-50902-581-000	SEED-RACK DEMO PROPS	279.93
			110-05-55102-249-000	4/10-FIELD PAINT MER	270.80
			110-02-52204-383-000	5/10-FD#4 BABY EXPO	229.93
			110-02-52203-382-000	5/10-FD#1 MERCHANDIS	74.20
			461-11-50902-581-000	SEED-RACK DEMO PROPS	59.80
			521-09-50101-355-000	5/10-AR MERCHANDISE	13.96
				..... CHECK TOTAL	928.62
96232	6/11	EWALD CHEVROLET/BUICK/GEO	422-11-51005-561-000	2010 FORD TAURUS	20,217.00
			422-11-51005-561-000	2010 CHEV IMPALA	19,948.00
			422-11-51005-561-000	2010 CHEV IMPALA	19,948.00
			422-11-51005-561-000	2010 CHEV IMPALA	19,948.00
			422-11-51005-561-000	2010 CHEV IMPALA	19,948.00
			422-11-51005-561-000	2010 CHEV IMPALA	19,948.00
			422-11-51005-561-000	2010 CHEV IMPALA	19,948.00
			422-11-51005-561-000	2010 CHEV IMPALA	19,948.00
			422-11-51005-561-000	2010 CHEV IMPALA	19,948.00
			422-11-51005-561-000	2010 CHEV IMPALA	19,948.00
			422-11-51005-561-000	2010 CHEV IMPALA	19,948.00
			422-11-51005-561-000	2010 CHEV IMPALA	19,948.00
			422-11-51005-561-000	2010 CHEV IMPALA	19,948.00
			422-11-51005-561-000	2010 CHEV IMPALA	19,948.00
			422-11-51005-561-000	2010 CHEV IMPALA	19,948.00
			422-11-51005-561-000	2010 CHEV IMPALA	19,948.00
			422-11-51005-561-000	PLATES FLT 3087	74.50
422-11-51005-561-000	PLATES FLT 3084	74.50			
422-11-51005-561-000	PLATES FLT 3083	74.50			
422-11-51005-561-000	PLATES FLT 3082	74.50			

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			422-11-51005-561-000	PLATES FLT 3081	74.50
			422-11-51005-561-000	PLATES FLT 3080	74.50
			422-11-51005-561-000	PLATES FLT 3079	74.50
			422-11-51005-561-000	PLATES FLT 3078	74.50
			422-11-51005-561-000	PLATES FLT 3077	74.50
			422-11-51005-561-000	PLATES FLT 3076	74.50
			422-11-51005-561-000	PLATES FLT 3075	74.50
				..... CHECK TOTAL	220,516.50
96233	6/11	BEECHWOOD DISTRIBUTORS	524-05-50101-397-000	5/10 BEER & SOFT DRI	258.65
96234	6/11	BELLE CITY FIRE EXTINGUISHER	521-09-50101-344-000	5/10 AR EXTINGUISHER	303.00
			110-02-52203-389-000	5/10 FD #7 EXTINGUIS	160.95
				..... CHECK TOTAL	463.95
96235	6/11	WIS SCTF	110-00-21581-000-000	6/11/10 HRLY DEDUCT	1,729.75
96236	6/11	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	6/11/10 J PETRILLO	139.82
96237	6/11	ACCENT	206-00-13107-000-000	12/08/09 B NEAU	375.30
96238	6/11	TIME WARNER CABLE	520-09-50301-233-000	6/10 TRANSIT-ROADRUN	139.95
			110-01-51102-233-000	6/10 AIRPORT-ROADRUN	139.95
				..... CHECK TOTAL	279.90
96239	6/11	WIS DEPT OF COMMERCE	110-02-52601-323-000	R. BAUMANN	120.00
96240	6/11	WIS DEPT OF COMMERCE	110-02-52601-323-000	R. HILLESLAND	200.00
96241	6/11	HUMANA HEALTH CARE PLANS	206-00-13107-000-000	11/19/08 H ANDERSON	58.91
96242	6/11	MIDWEST GRAPHICS SERVICES	405-11-51003-219-000	5/10 SUNRISE PK CARD	240.00
			405-11-51003-219-000	5/10 STRAWBERRY CRK	78.75
				..... CHECK TOTAL	318.75
96243	6/11	CLAWZ AND PAWZ ANIMAL RESC	110-04-54102-254-000	5/10 CAPTURES/DISP	12,182.50
			110-04-54102-254-000	6/10 SERVICE FEE	3,500.00
				..... CHECK TOTAL	15,682.50
96244	6/11	PLEASANT PRAIRIE UTILITIES	110-09-56519-259-000	SPRINGBRK CLEAN WTR	99.86
			110-09-56519-259-000	80 ST CLEAN WTR ERU	61.68
				..... CHECK TOTAL	161.54

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96245	6/11	PROCESSWORKS INC.	110-00-21578-000-000	6/08/10 CHECK REG	1,338.91
96246	6/11	RIMKUS, JASON	761-09-50101-111-000	6/01-15/10 SERVICES	1,787.18
			761-00-21514-000-000	6/01-15/10 SERVICES	25.91CR
			761-00-21599-000-000	6/01-15/10 SERVICES	89.35CR
			761-00-21512-000-000	6/01-15/10 SERVICES	98.70CR
			761-00-21511-000-000	6/01-15/10 SERVICES	110.81CR
			761-00-21513-000-000	6/01-15/10 SERVICES	187.00CR
				..... CHECK TOTAL	1,275.41
96247	6/11	PIRO, RALPH	761-09-50101-111-000	6/10-15/10 SERVICES	846.96
			761-00-21514-000-000	6/10-15/10 SERVICES	12.28CR
			761-00-21512-000-000	6/10-15/10 SERVICES	33.80CR
			761-00-21513-000-000	6/10-15/10 SERVICES	49.00CR
			761-00-21599-000-000	6/10-15/10 SERVICES	50.00CR
			761-00-21511-000-000	6/10-15/10 SERVICES	52.51CR
				..... CHECK TOTAL	649.37
96248	6/11	AIRGAS NORTH CENTRAL	206-02-52205-389-000	5/10 FD #4 OXYGEN CY	79.65
			206-02-52205-389-000	5/10 FD #3 OXYGEN CY	59.20
			206-02-52205-389-000	5/10 FD #5 OXYGEN CY	45.63
			110-05-55109-235-000	4/10 PA INDUSTRIAL G	45.21
				..... CHECK TOTAL	229.69
96249	6/11	BALL HORTICULTURE CO	110-05-55103-353-000	3/10 FLOWERS, PLANTS	785.72
			110-05-55103-353-000	3/10 FLOWERS, PLANTS	421.02
				..... CHECK TOTAL	1,206.74
96250	6/11	BALISTRERI AND ASSOCIATES	110-09-56405-161-000	12/25/09 D GAEDE	379.72
			110-09-56405-161-000	12/25/09 D GAEDE	138.08
				..... CHECK TOTAL	517.80
96251	6/11	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	12/25/09 D GAEDE	88.40
			110-09-56405-161-000	12/8/09 J WENBERG	88.40
			110-09-56405-161-000	7/17/09 T HANSEN	88.40
				..... CHECK TOTAL	265.20
96252	6/11	AURORA MEDICAL GROUP	611-09-50101-155-000	5/10 PHYSICALS/LAB W	1,145.00
96253	6/11	IOD INCORPORATED	110-09-56405-161-000	5/14/10 D RUSSELL	8.55
			110-09-56405-161-000	5/21/10 K LOVETRO	7.94
				..... CHECK TOTAL	16.49

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96254	6/11	AURORA HEALTH CARE	110-09-56405-161-000	4/22/10 R RUDOLPH	193.60
			110-09-56405-161-000	5/5/10 M PURTEE	188.32
			110-09-56405-161-000	4/22/10 R RUDOLPH	145.20
			110-09-56405-161-000	4/22/10 R RUDOLPH	127.60
				..... CHECK TOTAL	654.72
96255	6/11	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	5/14/10 D RUSSELL	41.97
96256	6/11	GENTILE, RALPH	206-00-13107-000-000	TRANSPORT 6/25/09	85.01
			206-00-13107-000-000	TRANSPORT 6/26/09	83.64
			206-00-13107-000-000	TRANSPORT 6/29/09	71.52
				..... CHECK TOTAL	240.17
96257	6/11	GEMIGNANI, JOSEPH OR JULIE	206-00-13107-000-000	D CRAWFORD 3/16/10	44.20
96258	6/11	KOHN LAW FIRM S.C.	110-00-21581-000-000	6/11/10 D LARSON	158.79
96259	6/11	JOHNSON, TIMOTHY	110-00-13101-000-000	INSURANCE DBL PYMNT	1,805.76
96260	6/11	BEDNAR, ROCKY	110-00-47118-000-000	ALFORD#6-7/3/10	100.00
96261	6/11	BURNS, JAMES E	110-00-45103-000-000	PYMT J800140	30.00
			110-00-45104-000-000	PYMT J800140	28.00
			110-00-21910-000-000	PYMT J800140	10.00
			110-00-21911-000-000	PYMT J800140	8.00
			110-00-21901-000-000	PYMT J800140	7.80
				..... CHECK TOTAL	83.80
96262	6/11	PINNACLE SECURITY LLC	110-00-44401-000-000	5 PEDDLERS LICENSES	375.00
96263	6/11	UAW LOCAL 72	110-00-21109-000-000	CLASS B BEER/LIQUOR	50.00
96264	6/11	HICKS, LAWRENCE	206-00-13107-000-000	TRANSPORT 7/07/09	78.14
96265	6/11	GREGOR, KATHERINE	206-00-13107-000-000	TRANSPORT 5/16/09	50.00
96266	6/11	EVELINE, DOLORES	206-00-13107-000-000	TRANSPORT 7/05/09	66.02
96267	6/11	LEWIS, PAULETTE	206-00-13107-000-000	6/14/09 J LEWIS	91.70

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96268	6/11	HIGGENS, JANET	206-00-13107-000-000	TRANSPORT 1/19/10	83.35
96269	6/11	MASON, CAROL	206-00-13107-000-000	TRANSPORT 1/14/10	190.08
96270	6/11	RAYMAKER, ROBERT	206-00-13107-000-000	TRANSPORT 12/21/09	83.64
96271	6/11	THOMSEN, LUCILLE	206-00-13107-000-000	TRANSPORT 12/02/09	68.77
96272	6/11	MICKELSEN, RICHARD	206-00-13107-000-000	TRANSPORT 12/17/09	67.40
96273	6/11	COWART, BONNIE	206-00-13107-000-000	TRANSPORT 9/12/09	25.00
96274	6/11	BODE, DEBORAH	206-00-13107-000-000	TRANSPORT 9/29/09	100.00
96275	6/11	PEARSON, ANDREA	110-00-47122-000-000	BEACHHOUSE 7/31/10	355.00
96276	6/11	GORR, WILLIAM	110-00-46394-000-000	APPLIANCE STICKER	15.00
96277	6/11	BULAVA, CASSANDRA	110-00-21109-000-000	COURT PYMT V319415	1.20
96278	6/11	CHARTIER, KURT C	409-11-50804-581-000	TEMPORARY EASEMENT	180.00
96279	6/11	SARTOR, FRANK	409-11-50804-581-000	TEMPORARY EASEMENT	975.00
96280	6/11	SMITH, ERIC D AND	409-11-50804-581-000	TEMPORARY EASEMENT	1,500.00
96281	6/11	NEWELL, JONATHAN II	409-11-50804-581-000	TEMPORARY EASEMENT	360.00
96282	6/11	HART, WILLIAM	110-00-13101-000-000	INSURANCE DBL PYMNTS	982.56
96283	6/11	INELE, JOHN	110-00-13101-000-000	INSURANCE DBL PYMNT	936.04
96284	6/11	BERRY, CLAUDE	110-00-13101-000-000	INSURANCE DBL PYMNT	93.04
96285	6/11	KING, CHARLES	110-00-13101-000-000	INSURANCE DBL PYMT	1,657.60
96286	6/11	LABAHN, JEFFREY B.	110-01-51701-261-000	4-5/10 MILEAGE	82.60
96287	6/11	SANTELLI, DANIEL	110-02-52204-263-000	5/16-21/10 ORLANDO	125.00

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96288	6/11	THOMAS, WILLIAM	110-02-52203-263-000	5/19-21/10 EVT/AC	50.00
96289	6/11	BRAGUE, DALE	110-02-52203-263-000	5/19-21/10 EVT/AC	50.00
96290	6/11	GAEDE, DAVID	110-09-56405-161-000	5/4-28/10 MILEAGE	62.56
96291	6/11	RICHARDSON, WILLIAM K	110-01-50301-261-000	6/03/10 MILWAUKEE	43.00
96292	6/11	BOSMAN, KEITH	110-01-51301-263-000	5/17-18/10 WASH DC	351.07
			110-01-51301-262-000	5/17-18/10 WASH DC	139.00
			110-01-51301-341-000	GAS PURCHASED	27.95
			110-01-51301-261-000	5/17-18/10 WASH DC	24.00
				..... CHECK TOTAL	542.02
96293	6/15	ICMA RETIREMENT TRUST	110-00-21572-000-000	6/01-15/10 CONTRIBS	55,183.92
96294	6/15	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	6/15/10 CITY SAL	48,570.52
			110-00-21562-000-000	6/15/10 LIBRARY SAL	8,217.00
			110-00-21562-000-000	6/15/10 WATER SAL	7,477.50
				..... CHECK TOTAL	64,265.02
96295	6/15	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	6/15/10 CITY SAL	1,550.43
			110-00-21541-000-000	6/15/10 LIBRARY SAL	332.00
			110-00-21541-000-000	6/15/10 WATER SAL	63.83
				..... CHECK TOTAL	1,946.26
96296	6/15	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	6/15/10 SAL DEDUCT	96,400.00
96297	6/15	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	6/15/10 H TOLBERT	204.69
96298	6/15	FEDERAL RESERVE BANK OF	110-00-21561-000-000	6/10 SAVINGS BONDS	300.00
96299	6/15	CHASE BANK KENOSHA	110-00-21513-000-000	6/15/10 SAL DEDUCT	195,438.26
			110-00-21511-000-000	6/15/10 SAL DEDUCT	70,682.51
			110-00-21612-000-000	6/15/10 SAL DEDUCT	70,682.03
			110-00-21614-000-000	6/15/10 SAL DEDUCT	21,252.50
			110-00-21514-000-000	6/15/10 SAL DEDUCT	21,252.41
				..... CHECK TOTAL	379,307.71
96300	6/15	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	6/15/10 SAL DEDUCT	769.00

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96301	6/15	OHIO CHILD SUPP. PMT (CSPC)	110-00-21581-000-000	6/15/10 J JOLLEY	201.05
96302	6/15	MISDU	110-00-21581-000-000	6/15/10 J JANDRON	46.43
96303	6/15	CHAPTER 13 TRUSTEE	110-00-21581-000-000	6/15/10 B MIFFLIN	422.00
			110-00-21581-000-000	6/15/10 H DARBY III	350.00
				..... CHECK TOTAL	772.00
96304	6/15	WIS SCTF	110-00-21581-000-000	6/15/10 SAL DEDUCT	7,205.78
96305	6/15	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	6/15/10 M RIVERA	278.00
96306	6/15	IAFF/NATIONWIDE	110-00-21574-000-000	6/01-15/10 CONTRIBS	21,456.49
96307	6/15	J D BENEFITS, INC	110-00-21517-000-000	6/01-15/10 DEDUCTS	2,350.31
96308	6/15	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	6/01-15/10 CONTRIBS	12,173.75
96309	6/15	KOHN LAW FIRM S.C.	110-00-21581-000-000	6/15/10 B BENNETT	407.85
96310	6/15	RUFFOLO, MICHAEL	110-00-21581-000-000	6/15/10 H TOLBERT	204.65
GRAND TOTAL FOR PERIOD *****					4,375,352.29

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 12

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 06/16/10 through 06/30/10 and have approved the disbursements as follows:

1. Checks numbered from 096311 through 096742 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	2,945,832.32
SUBTOTAL	2,945,832.32

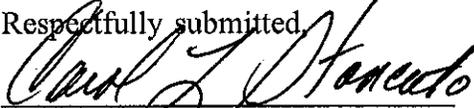
PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period:	1,242,105.48
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TOTAL DISBURSEMENTS APPROVED	4,187,937.80
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David Bogdala	Daniel Prozanski Jr.
Katherine Marks	Eric Haugaard
Tod Ohnstad	Theodore Ruffalo

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectfully submitted,

 Director of Finance

(disbursementsblank.share.fin)

Finance Agenda #17

**FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE**

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #12

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 07/09/10

Prepared By: *MKS*

Reviewed By: *[Signature]*

START DATE FOR SUMMARY: 6/16 END DATE FOR SUMMARY: 6/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96311	6/16	MASTER GRAPHICS	110-01-51701-232-000	REPAIR PLOTTER	1,605.91
96312	6/16	SPRING VALLEY TURF PRODUCTS	524-05-50101-353-000	FERTILIZER/CHEMICALS	1,420.00
			524-05-50101-353-000	CUSTOM APPLICATION	260.00
				..... CHECK TOTAL	1,680.00
96313	6/16	JANTZ AUTO SALES INC	110-02-52103-219-000	5/10 10-077378 TOW	25.00
			110-02-52103-219-000	5/10 10-066540 TOW	15.00
				..... CHECK TOTAL	40.00
96314	6/16	KENOSHA CITY/COUNTY	110-02-52103-311-000	3 CS COMPUTER PAPER	75.54
96315	6/16	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	5/10 10-073802 LAB	49.60
			110-02-52101-219-000	5/10 10-073820 LAB	49.60
			110-02-52101-219-000	5/10 10-070545 LAB	49.60
				..... CHECK TOTAL	148.80
96316	6/16	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	AMECHE 3/16-4/15/10	145.53
96317	6/16	M A TRUCK PARTS	520-09-50201-347-000	5/10-TD MATERIALS/UP	1,192.65
			501-09-50105-344-000	5/10-ST MATERIALS/SU	518.68
				..... CHECK TOTAL	1,711.33
96318	6/16	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	07/10 PREMIUM	13,567.31
			110-09-56304-156-000	07/10 PREMIUM	6,917.74
			110-00-15601-000-000	07/10 PREMIUM	1,698.52
			110-00-15201-000-000	07/10 PREMIUM	1,215.36
			520-09-50101-156-000	07/10 PREMIUM	717.13
			110-00-15202-000-000	07/10 PREMIUM	406.24
			631-09-50101-156-000	07/10 PREMIUM	277.68
			632-09-50101-156-000	07/10 PREMIUM	195.54
			110-00-14401-000-000	07/10 PREMIUM	126.58
			520-09-50201-156-000	07/10 PREMIUM	83.92
			521-09-50101-156-000	07/10 PREMIUM	74.80
			520-09-50105-156-000	07/10 PREMIUM	53.22
			501-09-50101-156-000	07/10 PREMIUM	28.92
			520-09-50301-156-000	07/10 PREMIUM	27.66
			630-09-50101-156-000	07/10 PREMIUM	23.92
			520-09-50403-156-000	07/10 PREMIUM	15.18
			501-09-50103-156-000	07/10 PREMIUM	4.28
			501-09-50105-156-000	07/10 PREMIUM	3.18
			520-09-50401-156-000	07/10 PREMIUM	2.30
				..... CHECK TOTAL	25,439.48

START DATE FOR SUMMARY: 6/16 END DATE FOR SUMMARY: 6/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96319	6/16	RODE'S CAMERA	110-02-52206-259-000	5/10-FD SUPPLIES/PRO	67.97
96320	6/16	SIMPLEX GRINNELL	520-09-50202-246-000	ANNUAL MAINTENANCE	3,191.00
96321	6/16	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	5/10 VARIOUS SIGNS	564.90
			110-03-53109-373-000	MARC NX PROGRAM DISK	125.00
			110-03-53110-372-000	5/10 TRAFFIC SIGNS	109.45
				..... CHECK TOTAL	799.35
96322	6/16	KENOSHA WATER UTILITY	110-05-55109-223-000	#1 6/01/10 WTR/STRM	4,629.88
			110-05-55109-224-000	#1 6/01/10 WTR/STRM	2,696.38
			110-05-55111-224-000	#1 6/01/10 WTR/STRM	625.90
			110-01-51802-223-000	#1 912 35TH ST	569.14
			110-02-52203-224-000	#1 6/01/10 WTR/STRM	480.35
			524-05-50101-223-000	#1 6/01/10 WTR/STRM	461.36
			522-05-50102-224-000	#1 6/01/10 WTR/STRM	389.29
			110-05-55106-224-000	#1 6/01/10 WTR/STRM	379.28
			110-02-52203-223-000	#1 6/01/10 WTR/STRM	349.86
			110-01-51801-223-000	#4 6/01/10 WTR/STRM	338.46
			110-01-51801-224-000	#4 6/01/10 WTR/STRM	337.70
			524-05-50101-224-000	#1 6/01/10 WTR/STRM	281.42
			110-05-55104-224-000	#1 6/01/10 WTR/STRM	161.92
			633-09-50101-224-000	#1 6/01/10 WTR/STRM	157.48
			520-09-50301-224-000	#1 6/01/10 WTR/STRM	136.72
			633-09-50101-223-000	#1 6/01/10 WTR/STRM	111.06
			110-03-53116-224-000	#1 6/01/10 WTR/STRM	92.00
			110-02-52110-223-000	#1 6/01/10 WTR/STRM	72.14
			110-01-51802-224-000	#1 912 35TH ST	49.76
			110-05-55102-224-000	#1 6/01/10 WTR/STRM	38.70
			110-02-52110-224-000	#1 6/01/10 WTR/STRM	30.26
			520-09-50301-223-000	#1 6/01/10 WTR/STRM	14.26
				..... CHECK TOTAL	12,403.32
96323	6/16	WELDCRAFT, INC.	110-05-55109-357-000	5/10 PA WELDING SERV	161.90
96324	6/16	PAYNE & DOLAN INC.	110-03-53103-355-000	5/10 ASPHALT MATERIA	471.87
96325	6/16	REINDERS INC.	524-05-50101-249-000	5/10-GO PARTS/SERVIC	148.17
			524-05-50101-344-000	5/10-GO PARTS/SERVIC	136.05
			524-05-50101-344-000	5/10-GO PARTS/SERVIC	23.02
			 CHECK TOTAL	307.24

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96326	6/16	KENOSHA WATER UTILITY	255-06-50465-259-000	#5119057 UTILITIES	12.26
96327	6/16	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	5/10 SWEEPER PARTS/B	1,958.00
96328	6/16	LARK UNIFORM, INC.	110-02-52103-367-000	5/10 UNIT 383 UNIFOR	297.20
			110-02-52103-367-000	5/10 UNIT 528 UNIFOR	278.25
			110-02-52103-367-000	5/10 UNIT 485 UNIFOR	101.40
				..... CHECK TOTAL	676.85
96329	6/16	MOTOROLA SERVICE CENTER	110-02-52203-231-000	5/10-FD RADIO REPAIR	2,272.00
96330	6/16	DWD-UI	110-09-56308-157-000	5/10 UNEMPLOYMENT	7,022.34
			520-09-50101-157-000	5/10 UNEMPLOYMENT	2,232.74
			110-00-15601-000-000	5/10 UNEMPLOYMENT	23.35
			110-09-56308-157-000	5/10 UNEMPLOYMENT	795.84CR
				..... CHECK TOTAL	8,482.59
96331	6/16	OFFICEMAX	110-01-51303-311-000	6/10 HR #1502 OFFICE	115.00
			110-02-52601-311-000	5/10 DH #1500 OFFICE	108.54
			632-09-50101-311-000	5/10 SE #1503 OFFICE	108.00
			110-01-51303-311-000	5/10 HR #1501 OFFICE	83.72
				..... CHECK TOTAL	415.26
96332	6/16	PAT'S SERVICES, INC.	524-05-50101-282-000	5/10 PORTABLE TOILET	98.00
			110-05-55108-282-000	5/10 HARBOR PK PORTA	98.00
			110-05-55108-282-000	5/10 SO PIER PORTABL	98.00
				..... CHECK TOTAL	294.00
96333	6/16	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	5/10-ST TOOLS/SUPPLI	131.58
			110-03-53103-361-000	5/10-ST TOOLS/SUPPLI	93.77
				..... CHECK TOTAL	225.35
96334	6/16	XEROX CORPORATION	110-02-52201-232-000	4/22-5/22/10 OVERS	73.22
96335	6/16	UNIVERSITY OF WIS-LAW SCHOOL	110-01-50301-322-000	WIS JURY INSTRUCT	75.00
96336	6/16	HOUSE DOCTOR	258-06-50483-259-000	#5119418 GARAGE/PRCH	4,700.00
96337	6/16	PROBUILD	501-09-50105-344-000	2"X 8" X 8' DECKING	356.20
			501-09-50105-344-000	SELF-TAPPING SCREWS	86.00
			 CHECK TOTAL	442.20

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96338	6/16	HOLLAND SUPPLY, INC.	110-02-52203-344-000	5/10-FD ENG#44 HYDRA	435.38
			110-05-55109-344-000	5/10-PA HYDRAULIC FI	126.66
			110-05-55109-344-000	5/10-PA HYDRAULIC FI	109.25
			110-05-55109-344-000	5/10-PA HYDRAULIC FI	21.85
				..... CHECK TOTAL	693.14
96339	6/16	CONCRETE SPECIALTIES CO.	403-11-51002-588-000	5/10 MATERIALS	1,090.00
96340	6/16	WISCONSIN DNR	501-09-50102-219-000	2010 STORMWATER FEE	10,000.00
96341	6/16	SELECT SOUND SERVICE INC.	414-11-50906-589-000	BALANCE-TONE ALERT	5,030.00
			414-11-50906-589-000	BALANCE-TONE ALERT	5,030.00
			414-11-50906-589-000	BALANCE-TONE ALERT	3,513.34
				..... CHECK TOTAL	13,573.34
96342	6/16	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	5/10 CT-COPIER OVERS	234.19
			110-02-52101-232-000	6/10 PD-SERVICE AGRE	181.44
			110-02-52103-232-000	6/10 PD-SERVICE AGR	108.00
			501-09-50101-232-000	6/10 PW-COLOR OPIER	85.00
			110-02-52601-232-000	6/10 DH-MAINT, AGREE	74.52
			110-01-51303-232-000	6/10 PE-SERVICE AGRE	66.96
			110-01-51301-232-000	6/10 AD-SERVICE AGRE	66.96
			631-09-50101-232-000	6/10 PW-COLOR COPIER	50.00
			110-03-53101-232-000	6/10 PW-COPIER SERVI	50.00
			521-09-50101-232-000	6/10 AR-SERVICE AGRE	37.80
			520-09-50301-232-000	6/10 TD-SERVICE AGRE	34.67
			110-01-52001-232-000	6/10 MC-COPIER MAINT	33.48
			110-01-50301-232-000	6/10 LE-COPIER MAINT	33.48
			110-01-50901-232-000	5/10 AS-OVERAGE CHGS	28.14
			501-09-50101-232-000	5/10 PW-OVERAGE CHGS	18.43
			501-09-50105-232-000	6/10 ST-COPIER SERVI	13.50
			110-03-53103-232-000	6/10 ST-COPIER SERVI	13.50
			110-03-53103-232-000	5/10 ST-OVERAGES	5.24
			501-09-50105-232-000	5/10 ST-OVERAGES	5.23
			110-01-50301-232-000	5/10 LE-OVERAGES	4.41
			110-02-52601-232-000	5/10 DH-OVERAGES	3.81
			520-09-50301-232-000	5/10 TD-OVERAGES	3.05
				..... CHECK TOTAL	1,151.81
96343	6/16	MCKEES ROCKS FORGINGS	754-09-50102-579-000	PCC 26" STEEL WHEEL	64,250.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96344	6/16	MICHELS CORPORATION	409-11-51006-589-000	EST 1-38TH ST RECONS	105,071.57
96345	6/16	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	5/10-TIRE RECYCLING	1,740.60
96346	6/16	MANAGER OF FISCAL SERVICES	110-01-50901-283-000	ASSESSOR RENT 1-6/10	7,500.00
96347	6/16	COPY CAT MUSIC	110-01-51301-344-000	PA RENTAL/AUTO CNCL	100.00
96348	6/16	MC CURDY'S MARINE	110-05-55109-344-000	PARK BOAT REPAIRS	115.00
96349	6/16	KITZINGER COOPERAGE	110-05-55108-369-000	STEEL BARRELS	1,960.00
96350	6/16	MALSACK, J	110-09-56501-259-570	6/10 29 ST GRASS/WDW	337.25
			110-09-56501-259-570	6/10 3911 28 AV-GRS	308.75
			110-09-56501-259-570	6/10 4808 22 AV-GRS	294.50
			110-09-56501-259-570	6/10 4924 SHER-GRASS	294.50
			110-09-56501-259-570	6/10 4918 42 AV-GRS	275.50
			110-09-56501-259-570	6/10 5010 28 AV-GRS	190.00
			110-09-56501-259-570	6/10 3705 52 ST-GRS	171.00
			110-09-56501-259-570	6/10 1820 63 ST-GRS	161.50
			110-09-56501-259-570	6/10 1711 71 ST-GRS	147.25
			110-09-56501-259-570	6/10 5716 37 AV-GRS	147.25
			110-09-56501-259-570	6/10 2803 19 AV-GRS	147.25
			110-09-56501-259-570	6/10 7314 41 AV-GRS	147.25
			110-09-56501-259-570	6/10 4307 30 AV-GRS	147.25
			110-09-56501-259-570	6/10 1516 69 ST-GRS	118.75
			110-09-56501-259-570	6/10 2502 54 ST-GRS	104.50
			110-09-56501-259-570	6/10 7014 16 AV-GRS	95.00
			110-09-56501-259-570	6/10 6022 11 AV-GRS	90.25
				..... CHECK TOTAL	3,177.75
96351	6/16	KAR PRODUCTS	520-09-50201-317-000	5/10-TD SHOP SUPPLIE	241.62
96352	6/16	REGISTER OF DEEDS	110-09-56501-259-000	1607 50TH ST	15.00
96353	6/16	FASTENAL COMPANY	110-03-53113-389-000	SHEAVE BLOCKS	520.14
			501-09-50105-344-000	5/10 ST TOOLS OR MAT	97.12
			 CHECK TOTAL	617.26
96354	6/16	HILTI, INC	501-09-50105-235-000	DRILL REPAIR	96.07

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96355	6/16	3M COMPANY	401-11-51001-585-000	WHITE TAPE	1,202.85
			110-03-53110-371-000	ONLY--LEGEND, 8FT,	450.00
			110-03-53110-371-000	LEFT CURVE ARROW	300.00
			110-03-53110-371-000	RIGHT CURVE ARROW	300.00
				..... CHECK TOTAL	2,252.85
96356	6/16	STATE BAR OF WISCONSIN	110-01-50301-322-000	2010 WORK COMP-LEGAL	57.96
96357	6/16	MENARDS (KENOSHA)	501-09-50105-357-000	5/10-ST MERCHANDISE	247.80
			110-02-52203-246-000	5/10-FD#1 MERCHANDIS	172.80
			110-05-55102-361-000	5/10-PA MERCHANDISE	129.98
			521-09-50101-344-000	5/10-AR MERCHANDISE	116.66
			110-03-53103-344-000	5/10-ST MERCHANDISE	110.00
			110-05-55109-244-000	5/10-PA MERCHANDISE	69.44
			524-05-50101-357-000	5/10-GO MERCHANDISE	59.76
			110-05-55109-244-000	5/10-PA MERCHANDISE	35.96
			520-09-50202-249-000	5/10-TD MERCHANDISE	26.34
			110-05-55109-357-000	5/10-PA MERCHANDISE	17.71
			110-03-53103-389-000	5/10-ST MERCHANDISE	5.94
			110-02-52203-344-000	5/10-FD#4 MERCHANDIS	2.88
				..... CHECK TOTAL	995.27
96358	6/16	HANSEN'S POOL & SPA INC	110-01-51801-382-000	5/10-SUPPLIES/FOUNTA	11.99
96359	6/16	HALLMAN LINDSAY	110-05-55109-244-000	5/10-PW PAINT/PRODUC	142.34
			110-05-55109-244-000	5/10-PW PAINT/PRODUC	40.67
				..... CHECK TOTAL	183.01
96360	6/16	NEXTEL COMMUNICATIONS	110-02-52109-226-000	5/10 PHONE SERVICE	322.39
96361	6/16	TIME WARNER CABLE	761-09-50101-225-000	6/09-7/08 PHONE SRVC	57.45
96362	6/16	WIS DEPT OF COMMERCE	110-02-52601-323-000	J SCHULTZ RENEWAL	40.00
96363	6/16	WISCONSIN SECRETARY OF STATE	110-02-52101-219-000	C HANSEN FILING FEE	20.00
96364	6/16	NICOLET NATURAL SE	761-09-50101-389-000	6/10 WATER COOLER	7.95
96365	6/16	PROCESSWORKS, INC.	110-09-56310-219-000	05/10 ADMIN CHARGES	590.64

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96366	6/16	TIRABASSI INVESTMENTS LLP	409-11-50804-581-000	TEMPORARY EASEMENT	20,000.00
96367	6/16	RIMKUS, JASON	761-09-50101-155-000	WPS HEALTH INS 4/10	234.36
			761-09-50101-155-000	WPS HEALTH INS 3/10	234.36
				..... CHECK TOTAL	468.72
96368	6/16	G2 PRINTING SOLUTIONS	401-11-51001-585-000	5/10 PW-BOILER PLATE	262.04
96369	6/16	AFLAC	110-00-21535-000-000	05/10 SAL DEDUCTS	2,020.46
			110-00-21535-000-000	4/23-5/14/10 HRLY	756.36
			110-00-21536-000-000	05/10 SAL DEDUCTS	361.00
			110-00-21536-000-000	4/23-5/14/10 HRLY	306.96
				..... CHECK TOTAL	3,444.78
96370	6/16	SPECTERA, INC.	110-00-21534-000-000	05/10 DEDUCTS	1,158.90
96371	6/16	SOUTHPORT MARINA	110-05-55109-221-000	10/09-1/10 ELECTRIC	5,979.06
96372	6/16	NORTHLAKE REMODELING, LLC	258-06-50444-259-000	#5119409 REHAB	2,788.00
96373	6/16	RADIO ENGINEERING INDUSTRIES	754-09-50102-579-000	CAMERA INSTALL	1,410.00
96374	6/16	IOD INCORPORATED	110-02-52102-219-000	4/10-#09-151878 MEDI	26.64
			110-02-52102-219-000	4/10-#10-041375 MEDI	25.77
			110-02-52102-219-000	6/10-#10-072944 MEDI	20.70
				..... CHECK TOTAL	73.11
96375	6/16	EXTREME SOUNDS AND LIGHT	222-09-50101-259-908	POERIO FOLK FESTIVAL	100.00
96376	6/16	MURRAY, TAYLOR	110-00-21905-000-000	BEACHHOUSE 6/05/10	200.00
96377	6/16	HERNANDEZ, JUAN	110-00-21905-000-000	BEACHHOUSE 6/04/10	100.00
96378	6/16	HYLINSKI, MARKIE	110-00-21905-000-000	BEACHHOUSE 6/06/10	300.00
96379	6/16	HUMPHREY, STACEY	110-00-21905-000-000	ORIBILETTI 6/06/10	100.00
96380	6/16	LASCO, KAREN	110-00-21905-000-000	ORIBILETTI 8/21/10	300.00
			110-00-46504-000-000	ORIBILETTI 8/21/10	195.00
			 CHECK TOTAL	495.00

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96381	6/16	GIBBS, JOAN	110-00-46394-000-000	APPLIANCE STICKER	30.00
96382	6/16	KREWSON, SHARON	110-01-51301-311-000	SUPPLIES CHRYSLER	67.47
96383	6/16	LEMENS, MICHAEL	110-00-21533-000-000	ADDL LIFE INS PREM	114.84
96384	6/16	BARTON, KEVIN	520-09-50101-367-000	2010 UNIFORM ALLOW	36.91
96385	6/16	WILSON, BOB	110-09-56405-166-000	PPD INSTALLMENT #17	1,178.67
96386	6/16	GIANNAKOUDIS, DEMITRIOS	520-09-50101-367-000	2010 UNIFORM ALLOW	15.81
96387	6/18	A & B PRO HARDWARE	110-09-56501-259-000	5/10 DH SUPPLIES & S	54.00
			110-05-55109-246-000	5/10 PW SUPPLIES & S	34.99
			110-03-53103-389-000	5/10 ST SUPPLIES & S	29.70
			110-02-52103-365-000	5/10 PD SUPPLIES & S	23.58
			524-05-50101-246-000	5/10 GO SUPPLIES & S	13.20
			110-01-51801-389-000	5/10 MB SUPPLIES & S	4.57
				..... CHECK TOTAL	160.04
96388	6/18	ACE HARDWARE	110-05-55109-248-000	4/10 PA MERCHANDISE	233.94
			110-05-55109-361-000	4/10 PA MERCHANDISE	91.04
			110-02-52203-382-000	4/10 FD MERCHANDISE	61.24
			110-02-52203-353-000	4/10 FD MERCHANDISE	37.98
			110-05-55109-249-000	4/10 PA MERCHANDISE	22.24
			524-05-50101-246-000	4/10 PA MERCHANDISE	22.04
			501-09-50105-344-000	4/10 ST MERCHANDISE	20.95
			110-05-55106-246-000	4/10 PA MERCHANDISE	17.27
			524-05-50101-249-000	4/10 PA MERCHANDISE	13.96
			110-02-52601-361-000	4/10 DH MERCHANDISE	11.99
			110-05-55109-357-000	4/10 PA MERCHANDISE	9.79
			110-05-55109-344-000	4/10 PA MERCHANDISE	9.29
			110-03-53103-389-000	4/10 ST MERCHANDISE	4.29
				..... CHECK TOTAL	556.02
96389	6/18	RA SMITH & ASSOCIATES	409-11-50903-589-000	5/10-ENG SERV-DESIGN	28,981.65
96390	6/18	AMALGAMATED TRANSIT UN 998	110-00-21556-000-000	6/18/10 UNION DUES	2,600.54
96391	6/18	BINDELLI BROTHERS, INC	110-09-56501-259-569	5/10 1607 50 ST	726.00
			110-09-56501-259-569	5/10 1607 50 ST	372.00
			110-09-56501-259-569	5/10 1607 50 ST	180.24
			110-09-56501-259-569	6/10 6820 55 AVE	60.00
			 CHECK TOTAL	1,338.24

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96392	6/18	BLONER, JOHN JR	761-09-50101-264-000	WI DRL LICENSE RENEW	54.00
96393	6/18	TEAMSTERS LOCAL UNION 43	110-00-21555-000-000 110-00-21592-000-000	6/18/10 UNION DUES 6/18/10 INIT FEES CHECK TOTAL	913.48 105.00 1,018.48
96394	6/18	RNOW, INC.	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	2/10 #2677 PARTS/MAT 2/10 PARTS/MATERIALS 1/10 #2920 PARTS/MAT 12/09 #2678 PARTS/MA 3/10 #2558 PARTS/MAT 1/10 PARTS/MATERIALS CHECK TOTAL	1,599.02 1,182.45 550.15 297.41 89.90 73.32 3,792.25
96395	6/18	CHESTER ELECTRONICS SUPPLY	520-09-50201-347-000 110-02-52203-369-000	5/10 TD PARTS & MATE 6/10 FD #4 PARTS & M CHECK TOTAL	15.96 5.97 21.93
96396	6/18	VIKING ELECTRIC SUPPLY	110-05-55109-248-000 110-03-53109-361-000	5/10-PA ELECTRICAL M 5/10-ST ELECTRICAL M CHECK TOTAL	25.62 9.26 34.88
96397	6/18	HWY C SERVICE	110-03-53103-712-000 110-05-55109-344-000 110-05-55109-344-000 110-05-55109-344-000	STIHL CHAINSAW 5/10-PW SERVICE/PART 6/10-PW SERVICE/PART 6/10-PW SERVICE/PART CHECK TOTAL	1,060.00 131.70 129.88 80.26 1,401.84
96398	6/18	CARDINAL HEALTH	206-02-52205-382-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-382-000 206-02-52205-318-000 206-02-52205-318-000	5/10 HOUSEKEEP SUPL 5/10 MEDICAL SUPPLIE 6/10 MEDICAL SUPPLIE 6/10 MEDICAL SUPPLIE 6/10 HOUSEKEEP SUPL 6/10 MEDICAL SUPPLIE 05/10 MEDICAL SUPPLI CHECK TOTAL	1,307.60 380.05 326.12 177.85 108.97 60.35 5.22 2,366.16
96399	6/18	WIS DEPT OF REVENUE	110-09-56507-259-999	5/10 SALES TAX	4,301.99
96400	6/18	KENOSHA CITY/COUNTY	110-02-52103-341-000 110-02-52103-345-000 110-02-52102-341-000 110-02-52102-345-000 110-02-52109-341-000 110-02-52109-345-000 110-02-52103-341-000 110-02-52101-341-000	5/10 PATROL FLT GAS 5/10 PATROL FLT MNT 5/10 DETCTV FLT GAS 5/10 DETCTV FLT MNT 5/10 SCU FLEET GAS 5/10 SCU FLT MAINT 5/10 MOTORCYCLE GAS 5/10 ADMIN FLT GAS CHECK TOTAL	19,599.44 8,481.31 2,760.54 984.24 802.31 752.33 309.87 185.95 33,875.99

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96401	6/18	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	6/18/10 CITY HRLY	16,370.17
			110-00-21562-000-000	6/18/10 WATER HRLY	4,202.60
			110-00-21562-000-000	6/18/10 MUSEUM HRLY	185.00
				..... CHECK TOTAL	20,757.77
96402	6/18	LABOR PAPER, THE	110-00-21104-000-000	5/10 1ST & 2ND ORDS	26.20
			110-01-50101-321-000	5/10 SMALL CLAIMS	11.92
				..... CHECK TOTAL	38.12
96403	6/18	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	5/10-DRUGS	556.10
			110-09-56405-161-000	5/20/10 P SCHLERETH	212.78
			110-09-56405-161-000	8/4/09 M RIVERA	10.20
			110-09-56405-161-000	10/27/09 W GLASS	8.40
				..... CHECK TOTAL	787.48
96404	6/18	FIRST SUPPLY CO.	110-05-55102-249-000	5/10 PA SUPPLIES AND	54.39
			110-02-52203-344-000	5/10 FD #4 SUPPLIES	49.73
			110-02-52203-344-000	6/10 FD SUPPLIES AND	25.79
			110-05-55104-249-000	5/10 PA SUPPLIES AND	3.20
				..... CHECK TOTAL	133.11
96405	6/18	SHOPKO DEPT. STORE	206-02-52205-385-000	5/10-FD#5 MERCHANDIS	39.92
			206-02-52205-318-000	5/10-FD#5 MERCHANDIS	25.87
				..... CHECK TOTAL	65.79
96406	6/18	BARCO GOVERNMENT SUPPLY INC	520-00-18754-000-000	TRASH RECEPTABLES	28,280.70
96407	6/18	TRAFFIC & PARKING CONTROL CO	420-11-51006-589-000	CONTROLLER CABINET	9,341.00
96408	6/18	FOX WORLD TRAVEL	110-01-50101-262-000	MAY 17-18/10 WASH DC	753.40
96409	6/18	VAN'S GAS SERVICE INC	110-03-53116-341-000	5/10 WA PROPANE GAS	18.40
			110-03-53103-355-000	5/10 ST PROPANE GAS	3.00
				..... CHECK TOTAL	21.40
96410	6/18	KENOSHA WATER UTILITY	110-05-55109-223-000	03-04/10 STORMWATER	7,282.12
			524-05-50101-223-000	03-04/10 STORMWATER	585.40
			110-03-53103-223-000	03-04/10 STORMWATER	517.02
			461-11-50902-581-000	03-04/10 STORMWATER	500.20
			520-09-50301-223-000	03-04/10 STORMWATER	416.58
			445-11-50401-589-000	03-04/10 STORMWATER	272.74
			110-03-53116-223-000	03-04/10 STORMWATER	208.86
			463-11-50801-589-000	03-04/10 STORMWATER	164.88
			110-01-51802-223-000	#1 2906 14TH AVE	145.00
			110-02-52203-223-000	03-04/10 STORMWATER	136.30
			491-11-50102-219-000	03-04/10 STORMWATER	120.32
			519-09-50116-249-000	03-04/10 STORMWATER	112.34
			110-01-51802-223-000	#1 2925 14TH AVE	110.06
			519-09-50124-249-000	03-04/10 STORMWATER	103.20

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			519-09-50103-249-000	03-04/10 STORMWATER	99.08
			519-09-50109-249-000	03-04/10 STORMWATER	62.44
			110-09-56519-259-000	03-04/10 STORMWATER	50.46
			519-09-50118-249-000	03-04/10 STORMWATER	43.76
			519-09-50120-249-000	03-04/10 STORMWATER	43.48
			110-01-51802-223-000	#1 1715 52ND ST	37.20
			491-11-50106-219-000	03-04/10 STORMWATER	33.22
			110-05-55109-223-000	03-04/10 STORMWATER	28.22
			110-01-51802-223-000	#1 2401 14TH AVE	8.26
			420-11-50603-589-000	03-04/10 STORMWATER	7.28
				..... CHECK TOTAL	11,088.42
96411	6/18	WE ENERGIES	110-05-55102-221-000	#23 05/10-06/09	1,884.93
			110-03-53109-221-000	#23 05/09-06/08	838.45
			110-05-55109-221-000	#23 05/07-06/08	833.79
			110-05-55109-221-000	#23 05/06-06/07	730.86
			110-03-53109-221-000	#23 05/06-06/07	655.92
			524-05-50101-221-000	#23 05/06-06/07	473.66
			110-03-53109-221-000	#23 05/04-06/03	209.48
			110-05-55102-221-000	#23 05/09-06/08	200.53
			110-03-53109-221-000	#23 05/10-06/09	183.12
			110-05-55109-221-000	#23 05/09-06/08	182.67
			110-03-53103-221-000	#23 05/04-06/03	170.59
			110-05-55103-222-000	#23 05/04-06/03	165.11
			110-05-55109-221-000	#23 05/05-06/06	158.55
			110-05-55102-221-000	#23 05/06-06/07	156.15
			110-05-55109-221-000	#23 05/10-06/09	92.05
			524-05-50101-222-000	#23 05/06-06/07	82.82
			110-05-55109-221-000	#23 05/11-06/10	66.87
			110-03-53109-221-000	#23 05/05-06/06	59.30
			110-05-55109-222-000	#23 05/06-06/07	35.54
			110-05-55108-221-000	#23 05/10-06/09	35.01
			110-05-55111-222-000	#23 04/28-05/28	32.98
			110-05-55109-222-000	#23 05/09-06/08	16.62
			521-09-50101-221-000	#23 05/02-06/01	13.56
			110-05-55108-221-000	#23 05/06-06/07	9.35
			110-05-55109-222-000	#23 05/05-06/06	9.28
			 CHECK TOTAL	7,297.19
96412	6/18	REINDERS INC.	524-05-50101-344-000	5/10-GO PARTS/SERVIC	234.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96413	6/18	WIS FUEL & HEATING INC	110-03-53116-341-000	6/10-WA LUBRICANTS/O	447.50
			630-09-50101-393-000	5/10-CE LUBRICANTS/O	423.30
			630-09-50101-393-000	5/10-CE LUBRICANTS/O	59.75
			630-09-50101-393-000	5/10-CE LUBRICANTS/O	44.00
				..... CHECK TOTAL	974.55
96414	6/18	FABCO EQUIPMENT, INC.	630-09-50101-393-000	PARTS	1,875.20
96415	6/18	LARK UNIFORM, INC.	110-02-52103-367-000	5/10 UNIT 397	273.95
96416	6/18	FELD BODY SHOP ROLF INC.	520-09-50401-344-000	PAINT DOORS	1,410.00
			520-09-50201-711-000	REPAIR BUS 3511	592.00
				..... CHECK TOTAL	2,002.00
96417	6/18	BATTERIES PLUS LLC	110-02-52203-344-000	5/10 FD BATTERIES &	289.00
			110-02-52103-385-000	5/10 PD BATTERIES &	199.96
			110-02-52103-385-000	5/10 PD BATTERIES &	19.71
				..... CHECK TOTAL	508.67
96418	6/18	CHASE BANK KENOSHA	110-00-21513-000-000	6/18/10 HRLY DEDUCT	21,978.37
			110-00-21511-000-000	6/18/10 HRLY DEDUCT	13,029.40
			110-00-21612-000-000	6/18/10 HRLY DEDUCT	13,029.25
			110-00-21514-000-000	6/18/10 HRLY DEDUCT	3,318.99
			110-00-21614-000-000	6/18/10 HRLY DEDUCT	3,318.93
				..... CHECK TOTAL	54,674.94
96419	6/18	ACL LABORATORIES	110-02-52101-219-000	5/10 LAB FEES	64.00
96420	6/18	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	6/10-SPECIALIZED TRA	14,167.00
			520-09-50301-258-000	6/10-WEEKEND DISPATC	584.00
				..... CHECK TOTAL	14,751.00
96421	6/18	CHEMSEARCH	501-09-50105-344-000	MAXI-LUBE RED	1,392.66
			501-09-50105-344-000	CARTRIDGE, MAXI-LUBE	720.00
			501-09-50105-344-000	MAXI-BLASTER,	360.00
				..... CHECK TOTAL	2,472.66
96422	6/18	AT SYSTEMS GREAT LAKES	110-01-51201-219-000	6/10 ARMORED CAR SRV	286.00
96423	6/18	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	6/10-ST TOOLS/SUPPLI	136.38
			501-09-50105-344-000	5/10-ST TOOLS/SUPPLI	126.40
			110-03-53103-389-000	5/10-ST TOOLS/SUPPLI	35.99
			501-09-50105-235-000	5/10-ST TOOLS/SUPPLI	11.90
			 CHECK TOTAL	310.67

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96424	6/18	AQUATIC TECHNOLOGY INC.	110-05-55111-369-000	CHAISE, CHAIRS, TABLE	4,266.23
96425	6/18	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	6/18/10 B GARRETT	118.85
96426	6/18	PARKSIDE TRUE VALUE HARDWARE	110-02-52203-353-000	5/10-FD SUPPLIES	59.94
			110-02-52203-382-000	5/10-FD SUPPLIES	20.06
			110-02-52203-357-000	5/10-FD SUPPLIES	7.58
			206-02-52205-344-000	5/10-FD SUPPLIES	3.98
				..... CHECK TOTAL	91.56
96427	6/18	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	6/10 COUPON REDMPTN	846.00
			501-09-50102-219-000	6/10 MONTHLY ADMIN	350.00
			501-09-50102-219-000	6/10 PER COUPON FEE	150.00
			501-09-50102-219-000	6/10 COUPON INCENTV	33.84
			501-09-50102-219-000	6/10 PER CHECK FEE	3.00
			501-09-50102-219-000	6/10 POSTAGE FEE	2.64
			501-09-50102-219-000	6/10 POSTAGE REIMB	2.03
				..... CHECK TOTAL	1,387.51
96428	6/18	AECOM TECHNICAL SERVICES INC	403-11-51007-219-000	4/10 GRANT PREPARATN	2,453.85
96429	6/18	FABICK, INC.	110-03-53103-344-000	TRUCK LINER	3,560.00
			110-03-53103-344-000	TRUCK LINER	3,415.00
			110-03-53103-344-000	TRUCK LINER	3,350.00
				..... CHECK TOTAL	10,325.00
96430	6/18	WISCONSIN ELECTRIC POWER CO	110-00-21581-000-000	6/18/10 J ANHOCK	44.06
96431	6/18	LAB SAFETY SUPPLY INC	110-05-55109-382-000	COMMERCIAL VACUUM	533.89
			110-05-55109-382-000	SOAP DISPENSER	186.00
			110-05-55109-382-000	REPLACEMENT BAGS	40.50
				..... CHECK TOTAL	760.39
96432	6/18	EFFECTIVE MGMT SOLUTIONS	403-11-50904-219-000	5/10 PRFSNL SERVICES	3,000.00
96433	6/18	OFFICEMAX	110-01-51801-246-000	NO SMOKING STICKERS	553.98
			110-01-51801-246-000	STATIC CLING LABELS	551.80
			110-01-51801-246-000	WEATHER PROOF LABELS	265.99
			 CHECK TOTAL	1,371.77

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96434	6/18	STATE BAR OF WISCONSIN	110-01-51301-323-000	FISCAL 2011 DUES/ASM	1,847.00
96435	6/18	NUDO, ANTHONY	110-01-50101-264-000	REG FEE-RECON	50.00
96436	6/18	INVESTORS PROPERTY SERVICES	258-06-50449-259-000 463-11-50801-589-000	#5119414 ROOF ROOF - 5236 32ND AVE CHECK TOTAL	5,000.00 957.75 5,957.75
96437	6/18	TOWN & COUNTRY GLASS	110-01-51801-246-000	5/10-MB GLASS REPAIR	156.00
96438	6/18	LAKESIDE TITLE & CLOSING SRV	110-09-56501-259-000	6/10-1607-50 ST LETT	35.00
96439	6/18	WASTE MANAGEMENT OF WI	110-03-53117-253-416 110-03-53117-253-416 110-03-53117-253-417 110-03-53117-253-417 110-03-53117-253-417 501-09-50104-253-000 110-03-53117-253-416 501-09-50104-253-000 110-03-53117-253-417 110-03-53117-253-416 110-03-53117-253-417 501-09-50104-253-000 501-09-50104-253-000	5/10 1087.96 TONS 5/10 WDNR TONNAG FEE 5/10 23 CMPCT PULLS 5/10 178.77 TONS 5/10 WDNR TONNAG FEE 5/10 73.72 TONS 5/10 FUEL SURCHARGE 5/10 WDNR TONNAG FEE 5/10 FUEL SURCHARGE 5/10 ENVIRO SURCHG 5/10 ENVIRO SURCHG 5/10 FUEL SURCHARGE 5/10 ENVIRO SURCHG	21,552.49 14,143.48 3,553.50 3,541.43 2,324.01 1,460.39 1,012.49 958.36 335.40 212.00 92.00 69.72 40.00 CHECK TOTAL
96440	6/18	WASTE MGMT OF MILWAUKEE	110-03-53117-253-418	5/10 COMPACTOR RENT	633.71
96441	6/18	LETTERING MACHINE	110-02-52206-367-000	6/10-CAPS/MOCK T'S	1,350.00
96442	6/18	INSTY-PRINTS	110-05-55109-311-000 524-05-50101-311-000 110-05-55101-311-000	5/10-PA SIGNAGE/PRIN 5/10-PA PRINTING SER 5/10-PA PRINTING SER CHECK TOTAL	832.08 92.72 46.36 971.16
96443	6/18	NYBERG TROPHIES & AWARDS	110-01-50401-311-000	NAME PLATE	8.50
96444	6/18	J EWENS DESIGN INC	110-02-52103-344-000	CRIMESTOP/WATCH DECL	246.72

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96445	6/18	HNTB - GREAT LAKES	501-09-50102-219-000	12/26-5/21/1- NO. 6	3,894.53
			501-09-50102-219-000	11/21-5/21/10 NO. 5	303.96
				..... CHECK TOTAL	4,198.49
96446	6/18	AT&T	110-01-51801-225-000	5/10 653-8297	37.38
96447	6/18	CENTURY FENCE COMPANY	110-03-53110-371-000	PAVEMENT MARKING	6,668.20
			110-03-53110-219-000	RAISED PVMNT MARKERS	5,694.00
			110-03-53110-371-000	PAVEMENT MARKING	5,308.00
			110-03-53110-371-000	PAVEMENT MARKING	2,394.60
			110-03-53110-371-000	PAVEMENT MARKING	2,373.00
			110-03-53110-371-000	PAVEMENT MARKING	2,200.00
			110-03-53110-371-000	PAVEMENT MARKING	1,127.25
				..... CHECK TOTAL	25,765.05
96448	6/18	MENARDS (KENOSHA)	110-05-55102-244-000	5/10 FIELD PAINT	270.80
			110-05-55109-357-000	5/10 PA MERCHANDISE	240.48
			521-09-50101-353-000	5/10 AR MERCHANDISE	79.88
			110-05-55109-357-000	5/10 PA MERCHANDISE	75.60
			110-05-55109-244-000	5/10 PA MERCHANDISE	48.73
			110-05-55109-244-000	5/10 PA MERCHANDISE	44.01
			110-02-52203-344-000	5/10 FD #4 MERCHANDI	27.88
			521-09-50101-382-000	5/10 AR MERCHANDISE	15.78
			110-05-55109-244-000	5/10 PA MERCHANDISE	13.76
			521-09-50101-344-000	5/10 AR MERCHANDISE	8.76
			110-03-53110-389-000	5/10 ST MERCHANDISE	3.96
			110-03-53103-344-000	5/10 ST MERCHANDISE	2.46
			520-09-50202-249-000	5/10 TD MERCHANDISE	1.99
				..... CHECK TOTAL	834.09
			96449	6/18	WIS DEPT OF REVENUE	630-09-50101-393-000	FREEDON HRDL LEVY	700.00
96450	6/18	FREEDOM HYDRAULICS	630-09-50101-393-000	5/10 REPAIRS/SUPPLIE	565.00
96451	6/18	WIS SCTF	110-00-21581-000-000	6/18/10 HRLY DEDUCT	1,524.99
96452	6/18	HERO'S SALUTE AWARDS COMPANY	110-02-52203-259-000	6/10-RUHLE/MARQUEZ	282.52
96453	6/18	KENOSHA COUNTY JOB CTR	110-09-56501-259-567	2010 CH 26 CLEAN-UPS	4,063.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96454	6/18	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	6/18/10 J PETRILLO	139.82
96455	6/18	VILLAGE OF CALEDONIA	110-02-52206-259-000	RECRUIT TRAIN 4/15	268.66
96456	6/18	TIME WARNER CABLE	110-01-51102-233-000	6/09-7/08 FD BROADBA	74.95
96457	6/18	NORTHERN SAFETY CO INC	110-03-53116-382-000	CENTER PULL TOWELS	440.97
96458	6/18	WI DEPT OF NATURAL	110-03-53117-253-000	LICENSE SW TRANSPORT	1,364.00
			110-03-53117-253-000	LICENSE TRANSFER FAC	550.00
				..... CHECK TOTAL	1,914.00
96459	6/18	PARCEL & BUSINESS SOLUTIONS	110-01-51306-312-000	5/10-FD/PD UPS SERVI	20.60
			110-02-52203-344-000	5/10-FD UPS SERVICES	18.90
			520-09-50106-311-000	5/10-TD UPS SERVICES	15.30
			501-09-50105-344-000	5/10-ST UPS SERVICES	12.10
			520-09-50301-311-000	5/10-TD UPS SERVICES	6.89
				..... CHECK TOTAL	73.79
96460	6/18	DE VROOMEN BULB CO	110-01-50602-353-000	FLOWERS	319.36
			110-05-55103-353-000	FLOWERS	264.00
			110-01-50602-353-000	FLOWERS	74.00
				..... CHECK TOTAL	657.36
96461	6/18	SCHMITT PROTECTIVE SERVICES	110-01-51801-246-000	5/10 SECURITY CHECKS	77.00
96462	6/18	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	5/10 FD #5 MEDICAL S	1,148.52
			206-02-52205-318-000	5/10 FD #5 MEDICAL S	506.00
			206-02-52205-318-000	6/10 FD #5 MEDICAL S	194.00
				..... CHECK TOTAL	1,848.52
96463	6/18	BUSCHE, JUDY LLC	110-01-50301-219-000	5/10 LE SERVICES OF	50.00
96464	6/18	FBI - LEEDA	245-09-50101-264-000	10/18-22/10 PORT WAS	1,625.00
96465	6/18	GLASMAN TOWING	110-02-52103-219-000	6/10-#10-084310 TOWI	25.00
96466	6/18	CORE PRODUCTS	110-03-53110-372-000	STAINLESS STEEL BAND	485.12
			110-03-53109-375-000	STAINLESS STEEL BAND	141.39
			110-03-53110-372-000	STAINLESS STEEL SEAL	130.80
			 CHECK TOTAL	757.31

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96467	6/18	LAKESIDE OIL	520-09-50106-341-000	6/10-TD DIESEL FUEL	17,920.80
96468	6/18	AIRGAS NORTH CENTRAL	206-02-52205-389-000	5/10 FD#5 OXYGEN CYL	55.35
			206-02-52205-389-000	5/10 FD#3 OXYGEN CYL	41.78
				..... CHECK TOTAL	97.13
96469	6/18	RED THE UNIFORM TAILOR	110-02-52103-367-000	5/10 POLICE UNIFORMS	339.65
			110-02-52103-367-000	4/10 POLICE UNIFORMS	239.00
			110-02-52103-367-000	4/10 POLICE UNIFORMS	215.00
			110-02-52103-367-000	4/10 POLICE UNIFORM	207.80
			110-02-52103-367-000	5/10 POLICE UNIFORMS	179.90
			110-02-52103-367-000	5/10 POLICE UNIFORMS	150.85
			110-02-52103-367-000	5/10 POLICE UNIFORMS	133.85
			110-02-52103-367-000	5/10 POLICE UNIFORMS	102.20
			110-02-52103-367-000	5/10 POLICE UNIFORMS	85.10
			110-02-52103-367-000	5/10 POLICE UNIFORMS	77.90
			520-09-50101-367-000	3/10 TD UNIFORM ITEM	57.00
			110-02-52103-367-000	5/10 POLICE UNIFORMS	30.00
			110-02-52103-367-000	4/10 CREDIT POLICE U	122.00CR
				..... CHECK TOTAL	1,696.25
96470	6/18	USA MOBILITY	110-02-52102-282-000	4-6/10 POLICE PAGERS	1,096.02
96471	6/18	IOD INCORPORATED	110-09-56405-161-000	5/5/10 M PURTEE	7.94
			110-09-56405-161-000	5/5/10 M PURTEE	7.94
				..... CHECK TOTAL	15.88
96472	6/18	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	5/20/10 D ALLEMAND	115.60
			110-09-56405-161-000	5/20/10 A CARR	115.60
			110-09-56405-161-000	5/20/10 J FROEBER	115.60
			110-09-56405-161-000	5/20/10 P SCHLERETH	115.60
				..... CHECK TOTAL	462.40
96473	6/18	AURORA HEALTH CARE	110-09-56405-161-000	10/27/09 S DESCHLER	1,474.36
			110-09-56405-161-000	5/5/10 M PURTEE	380.34
			110-09-56405-161-000	5/14/10 D RUSSELL	261.84
				..... CHECK TOTAL	2,116.54
96474	6/18	COFFEE POT, LLC, THE	110-00-44211-000-000	CLASS C WINE LICENSE	100.00
			110-00-44203-000-000	CLASS B BEER LICENSE	100.00
			 CHECK TOTAL	200.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96475	6/18	TRUAX, BOB	524-05-50101-398-000	USED GOLF BALLS	195.00
96476	6/18	KOHN LAW FIRM S.C.	110-00-21581-000-000	6/18/10 D LARSON	169.11
96477	6/18	WILLIAM RYAN HOMES	110-00-21917-000-000	ESCROW 15017 73 ST	950.00
			110-00-21917-000-000	ESCROW 7335 155 CT	950.00
			110-00-21917-000-000	ESCROW 6318 93 AVE	950.00
			110-00-21917-000-000	ESCROW 7257 150 AVE	950.00
				..... CHECK TOTAL	3,800.00
96478	6/18	LONERGAN, BRIAN	110-00-21109-000-000	COURT PYMT V417144	9.60
96479	6/18	COX, THEONITA	110-02-52204-383-000	PUBLIC EDUCATE SUPPL	37.94
96480	6/18	DESCHLER, STEVEN H.	110-09-56405-161-000	5/3-6/1/10 MILEAGE	23.28
96481	6/18	GLASS, WILLIAM	206-02-52205-264-000	PARAMEDIC EXAM	110.00
96482	6/18	HOFF, DIANE	110-01-50401-263-000	BOR SUPPLIES	16.48
96483	6/23	A & B PRO HARDWARE	284-06-52601-259-000	#5119040 BATTERIES	27.23
			267-06-51604-259-000	#5121219 5541 24 AVE	13.50
				..... CHECK TOTAL	40.73
96484	6/23	LEPOWORKS	409-00-13109-000-000	SCULPTURE DISASSEMBL	4,565.00
96485	6/23	HWY C SERVICE	501-09-50105-344-000	6/10-ST SERVICE/PART	89.49
			110-03-53116-389-000	5/10-WA SERVICE/PART	23.08
				..... CHECK TOTAL	112.57
96486	6/23	LAKESIDE STEEL & MFG. CO.	110-03-53103-344-000	5/10 ST LABOR & MATE	25.00
96487	6/23	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	6/10 10-068338 LAB	49.60
			110-02-52101-219-000	5/10 10-070677 LAB	49.60
			110-02-52101-219-000	5/10 10-069942 LAB	49.60
				..... CHECK TOTAL	148.80
96488	6/23	KENOSHA UNIFIED SCHOOL	267-06-51606-259-000	#5121206 - CONSTRUCT	5,487.84
96489	6/23	M A TRUCK PARTS	110-02-52203-361-000	5/10-FD MATERIALS/SU	1,193.56
			206-02-52205-344-000	5/10-FD MATERIALS/SU	963.28
			110-02-52203-344-000	5/10-FD MATERIALS/SU	195.28
			 CHECK TOTAL	2,352.12

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96490	6/23	SHERWIN WILLIAMS CO.	501-09-50105-344-000	5/10-ST PAINT/SUPPLI	132.24
96491	6/23	WE ENERGIES	285-06-51604-259-000	#5121223 UTILITIES	39.38
			285-06-51603-259-000	#5119052 UTILITIES	38.35
			267-06-51604-259-000	#5121227 UTILITIES	34.17
			231-06-51610-259-000	#5119048 UTILITIES	29.71
			231-06-51611-259-000	#5119054 UTILITIES	28.27
			285-06-51605-259-000	#5121232 UTILITIES	12.46
				..... CHECK TOTAL	182.34
96492	6/23	WIS SOCIETY OF FIRE	110-02-52204-322-000	BOOK ORDER	341.43
96493	6/23	PAYNE & DOLAN INC.	110-03-53103-355-000	5/10-ST ASPHALT MATE	1,086.33
96494	6/23	REINDERS INC.	524-05-50101-344-000	5/10-GO PARTS/SERVIC	69.60
96495	6/23	KENOSHA WATER UTILITY	461-11-50901-581-000	2/28-4/30 STORMWTR	53.18
			285-06-51603-259-000	#5119050 UTILITIES	35.26
			267-06-51604-259-000	#5119068 UTILITIES	33.37
			231-06-51610-259-000	#5119051 UTILITIES	29.17
			267-06-51605-259-000	#5119071 UTILITIES	28.39
			231-06-51613-259-000	#5119065 UTILITIES	27.39
			285-06-51605-259-000	#5119059 UTILITIES	27.24
			286-06-51604-259-000	#5119070 UTILITIES	27.19
			284-06-51608-259-000	#5119061 UTILITIES	27.19
			231-06-51611-259-000	#5119066 UTILITIES	27.19
			758-09-50104-259-850	2/02-4/30 WATER	21.62
			758-09-50103-259-850	2/28-4/30 WATER	18.50
			463-11-50801-589-000	2/28-4/30 STORMWTR	9.26
			463-11-50801-589-000	2/28-4/30 STORMWTR	9.26
			463-11-50801-589-000	2/28-4/30 STORMWTR	9.26
			463-11-50801-589-000	2/28-4/30 STORMWTR	9.26
			463-11-50801-589-000	2/28-4/30 STORMWTR	9.26
			461-11-50901-581-000	2/28-4/30 STORMWTR	8.26
			463-11-50801-589-000	2/28-4/30 STORMWTR	6.28
			463-11-50801-589-000	2/28-4/30 STORMWTR	6.28
				..... CHECK TOTAL	422.81
96496	6/23	BEACON ATHLETICS	110-05-55102-386-000	COCOA MAT DRAGS	182.00
			110-05-55102-386-000	RIGID STEEL MAT DRAG	99.00
			 CHECK TOTAL	281.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96497	6/23	AT&T	110-02-52108-225-000	6/04-7/03 656-1234	194.80
			110-02-52110-225-000	6/10-7/09 657-3937	68.22
			110-02-52201-225-000	6/10-7/09 657-6133	35.73
			524-05-50101-227-000	6/10-7/09 657-3107	31.64
			521-09-50101-225-000	6/10-7/09 658-0870	31.64
			521-09-50101-225-000	6/04-7/03 656-1586	31.64
				..... CHECK TOTAL	393.67
96498	6/23	THREE T'S TRUCKING INC	461-11-50902-581-000	TRUCKING SERVICES	4,462.00
			404-11-51099-589-000	TRUCKING-9911 38 ST	4,071.00
			257-06-50451-259-000	#5124028 DEMOLITION/	3,312.00
				..... CHECK TOTAL	11,845.00
96499	6/23	OFFICEMAX	110-02-52103-311-000	6/10 PD #1504 OFFICE	514.29
			110-02-52103-311-000	6/10 PD #1510 OFFICE	242.16
			520-09-50106-311-000	6/10 TD #1508 OFFICE	205.82
			110-01-51102-311-000	6/10 DP #1513 OFFICE	102.40
			520-09-50401-311-000	6/10 TD #1508 OFFICE	60.45
			110-01-51101-311-000	6/10 FN #1509 OFFICE	29.49
			110-02-52201-311-000	6/10 FD #1506 OFFICE	15.44
			110-05-55109-311-000	6/10 PA #1505 OFFICE	12.32
				..... CHECK TOTAL	1,182.37
			96500	6/23	STANDARD INDUSTRIAL & AUTO	520-09-50201-235-000	REED SWITCH-HOIST	51.00
96501	6/23	MER-MADE FILTER OF SC	110-05-55111-235-000	DE FILTER PLATES	1,400.00
			110-05-55111-235-000	DE FILTER PLATES	252.00
			110-05-55111-235-000	LEAF CLAMPS	138.00
				..... CHECK TOTAL	1,790.00
96502	6/23	LINCOLN CONTRACTORS SUPPLY	110-05-55109-282-000	5/10-PA RENTAL TOOLS	663.00
			501-09-50105-282-000	5/10-ST RENTAL TOOLS	492.00
			501-09-50105-344-000	6/10-ST TOOLS/SUPPLI	273.10
			110-05-55109-361-000	6/10-PA TOOLS/SUPPLI	41.20
			110-05-55109-361-000	5/10-PA TOOLS/SUPPLI	12.64
				..... CHECK TOTAL	1,481.94
96503	6/23	ENDPOINT SOLUTIONS, LLC	461-11-50901-581-000	4615 36 AV ASBESTOS	2,700.00
			461-11-50901-581-000	ASBESTOS 4902 37 AV	1,660.00
			 CHECK TOTAL	4,360.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96504	6/23	CCP INDUSTRIES INC.	630-09-50101-393-000 632-09-50101-382-000	LUBRICANT GREAT HAND CLEANER CHECK TOTAL	98.75 39.95 138.70
96505	6/23	SIGN A RAMA	520-09-50401-311-000	STREETCAR BANNERS	520.00
96506	6/23	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000 110-02-52203-344-000	6/10 PARTS/MATERIALS 6/10 FD PARTS/MATERI CHECK TOTAL	227.00 107.29 334.29
96507	6/23	SURVEYMONKEY.COM	206-02-52205-322-000	SURVEY SUBSCRIPTION	200.00
96508	6/23	AETNA CLAIMS	611-09-50101-155-527	6/11/10 DENTAL CLAIM	26,011.13
96509	6/23	COLEMAN & WILLIAMS, LTD.	285-06-52601-259-000	#5113583 - PROF SERV	1,725.00
96510	6/23	SELECT SOUND SERVICE INC.	414-11-50906-589-000 414-11-50906-589-000	BALANCE-TONE ALERT BALANCE-TONE ALERT CHECK TOTAL	3,630.12 3,513.34 7,143.46
96511	6/23	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	5/10-TIRE RECYCLING	1,740.60
96512	6/23	ROOT-PIKE WATERSHED	501-09-50105-353-000	RAIN GARDEN MAT'LS	1,597.50
96513	6/23	H & K SPORTS FIELD LLC	713-00-21976-000-000	MOUND RECONSTRUCTION	11,525.00
96514	6/23	US CELLULAR	110-03-53103-226-000 110-02-52101-226-000 110-02-52109-226-000 110-02-52108-226-000 110-03-53103-226-000 110-02-52109-226-000 110-02-52103-226-000 110-02-52101-226-000 110-02-52103-226-000 110-02-52101-226-000 110-02-52103-226-000 110-02-52102-226-000 110-02-52102-226-000 520-09-50401-226-000 205-03-53119-226-000 110-02-52108-226-000 205-03-53119-226-000 520-09-50401-226-000 110-02-52103-226-000	6/10 ST CELL AIRTIME 6/10 PD CELL AIRTIME 6/10 PD CELL AIRTIME 6/10 PD CELL AIRTIME 6/10 ST CELL SERVICE 6/10 PD CELL AIRTIME 6/10 PD CELL SERVICE 6/10 PD CELL AIRTIME 6/10 PD CELL AIRTIME 6/10 TD CELL SERVICE 6/10 ST CELL SERVICE 6/10 PD CELL SERVICE 6/10 ST CELL AIRTIME 6/10 TD CELL AIRTIME 6/10 REPLCMT PHONES CHECK TOTAL	253.94 117.04 54.46 48.62 40.00 40.00 40.00 40.00 40.00 35.19 32.00 24.13 8.00 8.00 8.00 5.07 .21 .05 754.71

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96515	6/23	CUMMINS NPOWER, LLC	520-09-50201-347-000	5/10 TD PARTS/SERVIC	416.19
			520-09-50201-347-000	5/10 TD PARTS/SERVI	37.87
				..... CHECK TOTAL	454.06
96516	6/23	MALSACK, J	758-09-50105-259-850	5/10 GRASS-5512 24TH	67.55
			758-09-50104-259-850	5/10 GRASS 6638 16TH	27.00
			758-09-50103-259-850	5/10 GRASS 1414 59TH	27.00
				..... CHECK TOTAL	121.55
96517	6/23	T & A INDUSTRIAL, LTD.	110-03-53103-712-000	TOOLS	2,541.71
			110-03-53103-712-000	TOOLS	1,311.30
			110-03-53103-712-000	TOOLS	565.07
				..... CHECK TOTAL	4,418.08
96518	6/23	FASTENAL COMPANY	110-03-53109-375-000	6/10 ST TOOLS OR MAT	105.24
			501-09-50105-344-000	6/10 ST TOOLS OR MAT	99.85
			501-09-50105-344-000	6/10 ST TOOLS OR MAT	97.87
			110-03-53113-389-000	6/10 ST TOOLS OR MAT	91.25
				..... CHECK TOTAL	394.21
96519	6/23	CDW-G	110-01-51102-539-000	6/10 COMPUTER EQUIPM	435.75
			110-01-51102-539-000	6/10 COMPUTER EQUIPM	268.38
				..... CHECK TOTAL	704.13
96520	6/23	CENTRAL SAW AND MOWER	501-09-50106-361-000	CHAIN SAW	1,472.85
96521	6/23	MENARDS (KENOSHA)	110-05-55102-244-000	5/10-PA FIELD PAINT	270.80
			110-02-52203-353-000	5/10-FD#2 MERCHANDIS	141.09
			524-05-50101-244-000	5/10-PA MERCHANDISE	113.59
			110-05-55109-244-000	5/10-PA MERCHANDISE	98.13
			110-02-52203-357-000	5/10-FD#2 MERCHANDIS	93.32
			110-02-52203-382-000	5/10-FD#2 MERCHANDIS	89.09
			110-05-55109-357-000	5/10-PA MERCHANDISE	73.06
			110-05-55102-357-000	5/10-PA MERCHANDISE	49.96
			110-05-55109-249-000	5/10-PA MERCHANDISE	32.04
			110-05-55109-244-000	6/10-PA MERCHANDISE	31.22
			110-05-55109-244-000	5/10-PA MERCHANDISE	31.04
			110-03-53110-389-000	5/10-ST MERCHANDISE	24.80
			110-03-53103-344-000	5/10-ST MERCHANDISE	17.42
			521-09-50101-353-000	5/10-AR MERCHANDISE	6.98
			110-02-52203-357-000	5/10-FD#5 MERCHANDIS	5.08
			 CHECK TOTAL	1,077.62

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96522	6/23	PAYNE & DOLAN	403-11-51111-588-000	EST 1-39TH AVE S.W.	64,125.00
			409-11-51004-589-000	EST 1-39TH AVENUE PR	20,149.72
				..... CHECK TOTAL	84,274.72
96523	6/23	PLATINUM SYSTEMS	110-02-52103-311-000	5/10-DRUM KIT/SUPPLI	221.36
			110-02-52103-311-000	6/10-TONER/SUPPLIES	207.31
				..... CHECK TOTAL	428.67
96524	6/23	WIS SCTF	110-00-21581-000-000	6/23/10 HRLY DEDUCT	76.94
96525	6/23	LASER NET INC	110-01-51101-314-000	5/10-MICROFICHE PROC	125.85
96526	6/23	GRAINGER	520-09-50201-347-000	REFRIGERANT	965.25
			501-09-50105-235-000	5/10-ST PARTS/MATERI	2.45
				..... CHECK TOTAL	967.70
96527	6/23	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	MEDICAL SUPPLIES	769.65
96528	6/23	CMRS/PITNEY BOWES	110-01-51306-312-000	WIRE TRANS 6/18/10	10,000.00
96529	6/23	J & L LANDSCAPING	633-09-50101-249-000	5/10-LAWN MOWING,	184.56
			633-09-50101-249-000	5/10-FERTILIZING/WEE	122.20
				..... CHECK TOTAL	306.76
96530	6/23	SAFEWAY PEST CONTROL CO., INC	110-02-52203-246-000	5/10-FD EXTERMINATIN	178.14
			520-09-50202-246-000	5/10-TD EXTERMINATIN	55.00
			110-01-51801-246-000	5/10-MB EXTERMINATIN	32.00
			110-05-55109-246-000	5/10-PA EXTERMINATIN	26.00
			110-03-53116-246-000	5/10-WA EXTERMINATIN	25.00
			520-09-50401-246-000	5/10-TD EXTERMINATIN	24.00
			520-09-50202-246-000	5/10-TD EXTERMINATIN	24.00
			110-02-52110-246-000	5/10-PD EXTERMINATIN	23.00
				..... CHECK TOTAL	387.14
			96531	6/23	CONSTRUCTION MANAGEMENT ASSC	110-00-44809-000-000	ESCROW 1623 30 COURT	2,000.00
96532	6/23	PROCESSWORKS INC.	110-00-21578-000-000	6/15/10 CHECK REG	2,838.50
96533	6/23	AIRGAS NORTH CENTRAL	206-02-52205-389-000	6/10 FD #3 OXYGEN CY	59.20
			206-02-52205-389-000	6/10 FD #5 OXYGEN CY	49.48
			206-02-52205-389-000	5/10 FD #4 OXYGEN CY	34.01
			206-02-52205-389-000	5/10 FD #7 OXYGEN CY	21.25
			206-02-52205-344-000	5/10 FD #4 OXYGEN CY	21.21
			206-02-52205-389-000	5/10 FD #5 OXYGEN CY	16.99
			206-02-52205-389-000	5/10 FD #3 OXYGEN CY	16.99
			206-02-52205-344-000	5/10 FD #7 OXYGEN CY	16.98
			 CHECK TOTAL	236.11

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96534	6/23	JANI-KING OF MILWAUKEE	633-09-50101-243-000	6/10-JANITORIAL SERV	1,084.00
96535	6/23	BEE ELECTRONICS	110-02-52203-369-000	LEATHER CASE	383.50
96536	6/23	WE ENERGIES	461-11-50901-581-000	RETIRE GAS 4902 37AV	1,160.05
96537	6/23	BUELOW, VETTER, & ASSOC LLC	110-01-51303-212-000	INSURANCE ISSUES	185.50
96538	6/23	RYAN, PATRICK	110-02-52204-263-000	6/7-10/10 STEVENS PT	210.00
			110-02-52204-263-000	6/7-10/10 STEVENS PT	75.00
			110-02-52204-261-000	6/7-10/10 STEVENS PT	70.24
				..... CHECK TOTAL	355.24
96539	6/23	HILLESLAND, RICHARD	110-02-52601-226-000	5/10 CELLPHONE	14.68
96540	6/23	KOPP, NICOLE	110-00-49118-000-000	5/19/10 MILEAGE	2.91
96541	6/23	RISCH, KEVIN	631-09-50101-263-000	5/12-13/10 MADISON	129.00
96542	6/23	UPHAM, THOMAS	520-09-50106-311-000	CDL LICENSE RENEWAL	74.00
96543	6/23	LOVETRO, KATHY	110-01-51306-312-000	POSTAGE 6/18/10	62.53
96544	6/25	YAMAHA MOTOR CORP.	524-05-50101-282-000	7/10 GOLF CART LEASE	2,314.00
96545	6/25	VIKING ELECTRIC SUPPLY	110-05-55109-248-000	6/10 PA ELECTRICAL M	104.02
96546	6/25	HWY C SERVICE	110-05-55109-361-000	6/10-PW SERVICE/PART	149.14
			110-05-55109-249-000	6/10-PW SERVICE/PART	66.97
			110-05-55109-344-000	6/10-PW SERVICE/PART	62.90
			110-05-55109-344-000	6/10-PW SERVICE/PART	6.43
				..... CHECK TOTAL	285.44
96547	6/25	INTERSTATE ELECTRIC SUPPLY	110-05-55109-248-000	5/10-PW ELECTRICAL S	136.14
			110-05-55109-248-000	6/10-PW ELECTRICAL S	83.76
			110-05-55109-248-000	5/10-PW ELECTRICAL S	41.88
				..... CHECK TOTAL	261.78
96548	6/25	CARDINAL HEALTH	206-02-52205-318-000	6/10 MEDICAL SUPPLIE	645.55
			206-02-52205-318-000	6/10 MEDICAL SUPPLIE	599.11
			206-02-52205-318-000	6/10 MEDICAL SUPPLIE	598.26
			206-02-52205-318-000	6/10 MEDICAL SUPPLIE	492.46
			206-02-52205-318-000	6/10 MEDICAL SUPPLIE	381.08
			206-02-52205-318-000	6/10 MEDICAL SUPPLIE	289.78
			206-02-52205-318-000	6/10 MEDICAL SUPPLIE	241.10
			206-02-52205-318-000	6/10 MEDICAL SUPPLIE	212.51
			206-02-52205-318-000	6/10 MEDICAL SUPPLIE	200.27
			206-02-52205-318-000	5/10 MEDICAL SUPPLIE	168.27
			206-02-52205-318-000	6/10 MEDICAL SUPPLIE	150.04

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			206-02-52205-318-000	5/10 MEDICAL SUPPLIE	111.78
			206-02-52205-318-000	6/10 MEDICAL SUPPLIE	51.04
				..... CHECK TOTAL	4,141.25
96549	6/25	KEN-CRETE PRODUCTS CO., INC.	110-05-55109-355-000	5/10-PA MATERIALS	432.50
96550	6/25	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	6/25/10 CITY HRLY	15,658.67
			110-00-21562-000-000	6/25/10 WATER HRLY	4,252.60
			110-00-21562-000-000	6/25/10 MUSEUM HRLY	185.00
				..... CHECK TOTAL	20,096.27
96551	6/25	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	6/25/10 CITY HRLY	3,714.62
			110-00-21553-000-000	6/25/10 WATER HRLY	1,632.80
			110-00-21553-000-000	6/25/10 MUSEUM HRLY	81.64
				..... CHECK TOTAL	5,429.06
96552	6/25	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	06/10 ANIMAL CONTROL	11,282.57
96553	6/25	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	6/25/10 CITY HRLY	88.01
			110-00-21541-000-000	6/25/10 WATER HRLY	64.20
			110-00-21541-000-000	6/25/10 MUSEUM HRLY	55.18
				..... CHECK TOTAL	207.39
96554	6/25	LABOR PAPER, THE	110-01-51701-321-000	5/10 CD TID #8 LEGAL	73.24
			110-01-50101-321-000	5/10 CD AMEND MAP	30.12
				..... CHECK TOTAL	103.36
96555	6/25	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	5/25/10 F TESSIEN	914.31
			110-09-56405-161-000	5/20/10 C ZIELINSKI	212.78
			110-09-56405-161-000	6/23/09 P ROMANO	25.52
				..... CHECK TOTAL	1,152.61
96556	6/25	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	5/10 TIRE REPAIR SER	165.30
96557	6/25	SHOPKO DEPT. STORE	110-02-52203-382-000	6/10-FD#3 MERCHANDIS	58.73
96558	6/25	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	6/10 TRAFFIC SIGNS	220.02
96559	6/25	WIS DEPT OF REVENUE	110-00-21512-000-000	6/1-15/10 DEDUCTS	113,508.17

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96560	6/25	WE ENERGIES	110-02-52203-221-000	#24 05/11-06/10	915.15
			110-05-55109-221-000	#24 05/11-06/10	846.82
			110-03-53109-221-000	#24 05/18-06/16	774.47
			110-03-53109-221-000	#24 05/12-06/13	730.28
			110-03-53109-221-000	#24 05/16-06/15	651.55
			110-03-53109-221-000	#24 05/17-06/16	646.52
			110-05-55102-221-000	#24 05/13-06/14	644.97
			110-02-52203-221-000	#24 05/12-06/13	515.26
			110-03-53109-221-000	#24 05/11-06/10	512.04
			110-05-55109-221-000	#24 05/17-06/16	385.71
			110-03-53103-221-000	#24 05/11-06/10	261.38
			110-05-55109-221-000	#24 05/16-06/15	253.41
			110-05-55102-221-000	#24 05/14-06/15	142.86
			110-05-55109-221-000	#24 05/13-06/14	118.37
			110-02-52203-222-000	#24 05/11-06/10	110.51
			110-01-51802-222-000	#24 912 35 PEPSI	104.26
			110-02-52203-222-000	#24 05/12-06/13	71.44
			110-05-55109-221-000	#24 05/12-06/11	61.23
			110-05-55109-221-000	#24 05/14-06/15	50.00
			110-05-55109-221-000	#24 05/10-06/09	40.26
			632-09-50101-221-000	#24 05/17-06/16	39.22
			110-05-55109-221-000	#24 05/18-06/17	28.94
			110-05-55102-221-000	#24 05/11-06/10	26.27
			519-09-50106-221-000	#24 05/11-06/10	22.13
			110-05-55102-221-000	#24 05/12-06/11	17.80
			110-05-55109-222-000	#24 05/11-06/10	12.68
			110-05-55109-222-000	#24 05/13-06/14	9.28
			110-05-55109-222-000	#24 05/10-06/09	8.70
				..... CHECK TOTAL	8,001.51
96561	6/25	WIS RETIREMENT SYSTEM	110-00-21625-000-000	05/10 PENSION	647,553.88
			110-02-52203-153-000	05/10 PENSION	12,273.97
			110-00-21521-000-000	05/10 PENSION	4,370.00
			110-02-52103-153-000	05/10 PENSION	1,396.00
			110-00-21625-000-000	INVOICE M HOPKINS	326.06
				..... CHECK TOTAL	665,919.91
96562	6/25	KENOSHA WATER UTILITY	110-05-55109-224-000	HYDRANT-LAKEFRONT	86.00
96563	6/25	WEST GROUP	110-01-50301-322-000	5/10-LE ONLINE MATER	715.65

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96564	6/25	CURTIS INDUSTRIES, INC	630-09-50101-393-000	CHAIN	1,870.69
96565	6/25	DON'S AUTO PARTS	520-09-50201-344-000	REPAIR BUS 3019	734.40
96566	6/25	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	4/10-TIRE LEASE	4,354.55
			520-09-50106-346-000	4/10-TIRE LEASE	142.87
				..... CHECK TOTAL	4,497.42
96567	6/25	LARK UNIFORM, INC.	110-02-52103-367-000	5/10-PD UNIT#329 UNI	200.85
96568	6/25	KRAHN PAINTING LLC	521-09-50101-583-000	CAULKING CONTROL TWR	23,470.00
96569	6/25	CHASE BANK KENOSHA	110-00-21513-000-000	6/25/10 HRLY DEDUCT	24,243.48
			110-00-21612-000-000	6/25/10 HRLY DEDUCT	13,739.27
			110-00-21511-000-000	6/25/10 HRLY DEDUCT	13,739.25
			110-00-21614-000-000	6/25/10 HRLY DEDUCT	3,614.10
			110-00-21514-000-000	6/25/10 HRLY DEDUCT	3,614.00
				..... CHECK TOTAL	58,950.10
96570	6/25	DIGICORP COMMUNICATIONS	110-01-51801-227-000	4/10 MB PHONE SYSTEM	95.00
96571	6/25	FEDEX	110-01-51306-312-000	6/09/10 PW-WESTMATIC	11.10
96572	6/25	JOE'S CARPET SERVICE	110-05-55109-219-000	LINCOLN PARK SERVICE	200.00
96573	6/25	ALFRED BENESCH & COMPANY	409-11-50906-589-000	38TH ST CONST. MGMT.	15,883.46
96574	6/25	WIS DEPT OF REVENUE	110-00-21581-000-000	05/10 DEDUCTIONS	693.21
96575	6/25	BARBER & SONS, INC	630-09-50101-393-000	504FH TINE 2882	615.87
			630-09-50101-393-000	560W05S WASHER	96.00
			630-09-50101-393-000	560N05LS LOCK NUT	29.00
				..... CHECK TOTAL	740.87
96576	6/25	LINCOLN CONTRACTORS SUPPLY	501-09-50105-235-000	5/10 PW TOOLS AND SU	30.93
96577	6/25	BANE-NELSON, INC.	409-00-13109-000-000	SCULPTURE REMOVAL	6,230.00
96578	6/25	AMERICAN SOCIETY FOR QUALITY	206-02-52205-219-000	WEB-BASED TRAINING	287.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96579	6/25	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	6/25/10 B GARRETT	113.77
96580	6/25	CONCRETE SPECIALTIES CO.	403-11-51002-588-000	6/10 MATERIALS	545.00
			403-11-51002-588-000	6/10 MATERIALS	545.00
				..... CHECK TOTAL	1,090.00
96581	6/25	PITNEY BOWES	110-01-51306-282-000	6/10-MACHINE LEASE/M	364.00
96582	6/25	LIBERTY BUILDERS, LLC	285-06-51604-259-000	#5125408 5502-23 AV	26,552.08
96583	6/25	BASSO BUILDERS, INC.	285-06-51606-259-000	#5125376 5504 22 AVE	49,744.66
96584	6/25	WISCONSIN ELECTRIC POWER CO	110-00-21581-000-000	6/25/10 J ANHOCK	104.01
96585	6/25	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	6/10-TIRE RECYCLING	1,726.95
96586	6/25	KESSINGER, NANCY	110-01-51301-219-000	06/10 REPLENISH	160.00
			110-01-51301-311-000	06/10 REPLENISH	36.42
			110-05-55109-341-000	06/10 REPLENISH	12.00
			110-02-52601-263-000	06/10 REPLENISH	9.41
			110-01-51303-311-000	06/10 REPLENISH	6.80
				..... CHECK TOTAL	224.63
96587	6/25	US CELLULAR	110-02-52601-226-000	6/10 DH-CELL AIRTIME	215.42
			110-05-55109-226-000	6/10 PA-CELL AIRTIME	163.35
			110-02-52601-226-000	6/10 DH-CELL SERVICE	80.00
			110-05-55102-226-000	6/10 PA-CELL AIRTIME	65.79
			110-05-55101-226-000	6/10 PA-CELL AIRTIME	33.97
			632-09-50101-226-000	6/10 SE-CELL SERVICE	16.00
			205-03-53118-226-000	6/10 WA-CELL SERVICE	16.00
			110-05-55109-226-000	6/10 PA-CELL SERVICE	16.00
			110-05-55101-226-000	6/10 PA-CELL SERVICE	16.00
			283-06-52601-259-000	#5125391 6/10 CELL P	8.00
			110-05-55111-226-000	6/10 PA-CELL SERVICE	8.00
			110-05-55102-226-000	6/10 PA-CELL SERVICE	8.00
			205-03-53118-226-000	6/10 WA-CELL AIRTIME	7.22
			110-05-55111-226-000	6/10 PA-CELL AIRTIME	6.17
			283-06-52601-259-000	#5125391 6/10 AIRTM	1.87
			632-09-50101-226-000	6/10 SE-CELL AIRTIME	1.74
			 CHECK TOTAL	663.53

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96588	6/25	CUMMINS NPOWER, LLC	520-09-50201-347-000	MISC BUS PARTS	1,142.00
96589	6/25	WASTE MANAGEMENT OF WI	257-06-50451-259-000	#5121769 2414 55TH	3,000.00
			257-06-50451-259-000	#5121769 2414 55TH	319.88
				..... CHECK TOTAL	3,319.88
96590	6/25	GFOA	110-01-51101-219-000	2009 CAFR AWD AP FEE	580.00
96591	6/25	JENSEN TOWING	110-02-52103-219-000	5/10-#10-076517 TOWI	45.00
96592	6/25	C & H DISTRIBUTORS, INC	110-01-51801-246-000	RECEPTICAL	1,512.70
96593	6/25	MARTIN PETERSEN COMPANY, INC.	520-09-50401-246-000	5/10-PM PROGRAM	292.00
96594	6/25	KENOSHA COUNTY TREASURER	110-00-21106-000-000	2009 TAX-73 STREET	1.73
96595	6/25	NORTHERN MIST LAWN SPRINKLER	110-05-55104-249-000	6/10-PW IRRIGATION R	196.19
96596	6/25	MENARDS (KENOSHA)	110-05-55109-244-000	6/10-PA MERCHANDISE	135.97
			520-09-50401-249-000	5/10-TD MERCHANDISE	92.64
			110-05-55109-361-000	6/10-PA MERCHANDISE	65.92
			110-05-55109-357-000	5/10-PA MERCHANDISE	45.69
			110-05-55109-361-000	6/10-PA MERCHANDISE	38.05
			110-03-53109-389-000	6/10-ST MERCHANDISE	35.86
			501-09-50105-344-000	6/10-ST MERCHANDISE	23.28
			110-03-53110-389-000	6/10-ST MERCHANDISE	9.90
			110-03-53110-389-000	6/10-ST MERCHANDISE	3.91
				..... CHECK TOTAL	451.22
96597	6/25	PLATINUM SYSTEMS	759-09-50101-369-000	LAPTOP & PROJECTOR	2,028.53
96598	6/25	WIS SCTF	110-00-21581-000-000	6/25/10 HRLY DEDUCTS	1,477.68
96599	6/25	WIS DEPT OF TRANSPORTATION	110-01-51303-219-000	5/10 DRIVER RECORD I	4.00
96600	6/25	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	6/25/10 J PETRILLO	139.82
96601	6/25	DECATUR ELECTRONICS	110-02-52103-369-000	GVP HOLSTER	65.00
96602	6/25	TIME WARNER CABLE	110-01-51102-233-000	6/17-7/16 DP CITY HA	239.95

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96603	6/25	ARAMARK	110-03-53116-367-000	BOOTS	2,621.71
96604	6/25	KUSSMAUL ELECTRONICS CO, INC	110-02-52203-344-000	6/10-FD MISC PARTS	52.23
			206-02-52205-344-000	6/10-FD MISC PARTS	52.22
				..... CHECK TOTAL	104.45
96605	6/25	ACCURINT	110-02-52101-219-000	5/10 SEARCHES/LOCATE	50.00
96606	6/25	LEE PLUMBING, HEATING AND	110-01-51801-249-000	INSTALL VALVES	3,115.42
96607	6/25	AMERICAN MILLWORK & HARDWARE	630-09-50101-393-000	SAFETY GLASSES	162.50
96608	6/25	MIDWEST GRAPHICS SERVICES	110-05-55109-311-000	5/10 PA RAIN GRDN	107.50
96609	6/25	PRICE CHOPPER INC.	110-05-55111-389-000	WRIST BANDS	754.44
96610	6/25	PROCESSWORKS INC.	110-00-21578-000-000	06/22/10 CHECK REG	3,092.34
96611	6/25	LAKESIDE OIL	520-09-50106-341-000	6/10-TD DIESEL FUEL	18,896.25
96612	6/25	RIMKUS, JASON	761-09-50101-111-000	6/16-30/10 SERVICES	1,787.18
			761-00-21514-000-000	6/16-30/10 SERVICES	25.91CR
			761-00-21599-000-000	6/16-30/10 SERVICES	89.36CR
			761-00-21512-000-000	6/16-30/10 SERVICES	98.70CR
			761-00-21511-000-000	6/16-30/10 SERVICES	110.81CR
			761-00-21513-000-000	6/16-30/10 SERVICES	187.00CR
				..... CHECK TOTAL	1,275.40
96613	6/25	PIRO, RALPH	761-09-50101-111-000	6/16-30/10 SERVICES	846.96
			761-00-21514-000-000	6/16-30/10 SERVICES	12.28CR
			761-00-21512-000-000	6/16-30/10 SERVICES	33.80CR
			761-00-21513-000-000	6/16-30/10 SERVICES	49.00CR
			761-00-21599-000-000	6/16-30/10 SERVICES	50.00CR
			761-00-21511-000-000	6/16-30/10 SERVICES	52.51CR
				..... CHECK TOTAL	649.37
96614	6/25	PIEPER ELECTRIC	520-09-50401-249-000	6/10-TD MAINTENANCE	2,689.33
96615	6/25	GRAEF	405-11-50707-589-000	6/10-ARCHITECHTURAL	25,237.06

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96616	6/25	BALISTRERI AND ASSOCIATES	110-09-56405-161-000	12/25/09 D GAEDE	138.08
96617	6/25	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	6/23/09 P ROMANO	88.40
96618	6/25	IOD INCORPORATED	110-09-56405-161-000	2/6/10 M LAUDONIO	200.25
			110-09-56405-161-000	5/18/10 P PENZA	8.55
				..... CHECK TOTAL	208.80
96619	6/25	TRUE COURSE MDCS LLC	110-09-56405-161-000	7/17/09 T HANSEN	879.47
96620	6/25	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	5/25/10 F TESSIEN	430.10
			110-09-56405-161-000	5/20/10 C ZIELINSKI	115.60
			110-09-56405-161-000	5/20/10 N MILLER	115.60
				..... CHECK TOTAL	661.30
96621	6/25	AURORA HEALTH CARE	110-09-56405-161-000	5/21/10 K LOVETRO	188.32
			110-09-56405-161-000	5/14/10 D RUSSELL	188.32
			110-09-56405-161-000	5/14/10 D RUSSELL	127.60
			110-09-56405-161-000	5/14/10 D RUSSELL	127.60
				..... CHECK TOTAL	631.84
96622	6/25	KOHN LAW FIRM S.C.	110-00-21581-000-000	6/25/10 D LARSON	160.28
96623	6/25	DOMROSE, GEORGE W	110-00-21109-000-000	5600 99 AV SPC ASMT	13.31
96624	6/25	S & V PARTNERSHIP, LLP	110-00-44202-000-000	CLASS A BEER	17.00
96625	6/25	SANSONE, MARK	110-00-21106-000-000	2009 TAX 6211 39 AV	74.33
96626	6/25	COINS SPORTS BAR, INC	110-00-44507-000-000	OUTDOOR AMP MUSIC	25.00
			110-00-44203-000-000	OUTDOOR EXTENSION	25.00
				..... CHECK TOTAL	50.00
96627	6/25	PACETTI, FRANK	448-11-50901-589-000	2010 ICSC-LAS VEGAS	3,563.92
96628	6/30	BINDELLI BROTHERS, INC	110-09-56501-259-569	6/10 2803 19 AVE SER	175.00
			110-09-56501-259-569	6/10 4825 16 AVE BOA	110.00
			110-09-56501-259-569	6/10 4812 28 AVE BOA	84.24
			110-09-56501-259-569	6/10 4467 68 PL BOAR	72.12
			110-09-56501-259-569	6/10 1607 50 ST BOAR	60.00
			 CHECK TOTAL	501.36

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96629	6/30	ACCUTEMP MECHANICAL INC	633-09-50101-241-000	6/10 PREVENTATIVE MA	620.00
96630	6/30	RNOW, INC.	630-09-50101-393-000	5/10-SE#2679 PARTS/M	1,784.54
			630-09-50101-393-000	5/10-SE PARTS/MATERI	189.26
				..... CHECK TOTAL	1,973.80
96631	6/30	VIKING ELECTRIC SUPPLY	110-03-53103-389-000	6/10-ST ELECTRICAL M	73.53
			110-03-53103-389-000	6/10-ST ELECTRICAL M	3.11
				..... CHECK TOTAL	76.64
96632	6/30	BUMPER TO BUMPER	520-09-50201-347-000	5/10 TD PARTS, MATER	628.15
			630-09-50101-393-000	5/10 CE PARTS, MATER	473.85
			520-09-50201-317-000	5/10 TD PARTS, MATER	182.56
				..... CHECK TOTAL	1,284.56
96633	6/30	INTERSTATE ELECTRIC SUPPLY	520-09-50202-249-000	6/10-TD ELECTRICAL S	21.62
			520-09-50401-249-000	6/10-TD ELECTRICAL S	11.32
			520-09-50202-249-000	6/10-TD ELECTRICAL S	2.10
				..... CHECK TOTAL	35.04
96634	6/30	KINDY OPTICAL	110-01-51303-164-000	5/10-SAFETY GLASSES	329.85
96635	6/30	KENOSHA ANIMAL HOSPITAL	110-02-52103-381-000	6/10-CHICO TABS-VETE	59.16
96636	6/30	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	6/30/10 CITY SAL	48,100.52
			110-00-21562-000-000	6/30/10 LIBRARY SAL	8,217.00
			110-00-21562-000-000	6/30/10 WATER SAL	7,477.50
				..... CHECK TOTAL	63,795.02
96637	6/30	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	6/30/10 CITY SAL	1,796.08
			110-00-21553-000-000	6/30/10 WATER SAL	530.66
				..... CHECK TOTAL	2,326.74
96638	6/30	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	6/10 10-080546 LAB	49.60
			110-02-52101-219-000	6/10 10-080701 LAB	49.60
			110-02-52101-219-000	6/10 10-075138 LAB	49.60
			 CHECK TOTAL	148.80
96639	6/30	KENOSHA NEWS	758-09-50101-259-000	6/10 CD-LAND SURVEY	52.48

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96640	6/30	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	6/30/10 SAL DEDUCT	96,345.00
96641	6/30	PALMEN BUICK	520-09-50201-347-000	5/10-TD PARTS/MATERI	119.15
			630-09-50101-393-000	5/10-CE PARTS/MATERI	52.96
			630-09-50101-393-000	5/10-CE PARTS/MATERI	17.88
				..... CHECK TOTAL	189.99
96642	6/30	M A TRUCK PARTS	630-09-50101-393-000	5/10 CE STMT	4,379.04
96643	6/30	KENOSHA AREA PIPES & DRUMS	222-09-50101-295-000	KCV PARADE 7/04/10	500.00
96644	6/30	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	6/30/10 H TOLBERT	207.44
96645	6/30	LEITCH PRINTING CORPORATION	110-03-53101-311-000	6/10 PW NO PARKING	383.00
			110-03-53101-311-000	6/10 NO PARKING	158.58
				..... CHECK TOTAL	541.58
96646	6/30	PAYNE & DOLAN INC.	110-03-53103-355-000	5/10-ASPHALT MATERIA	1,035.86
96647	6/30	WEST GROUP	110-01-50301-322-000	5/10-LE SUBSCRIPTION	482.00
			110-01-50301-322-000	6/10-LE SUBSCRIPTION	176.75
				..... CHECK TOTAL	658.75
96648	6/30	WIS FUEL & HEATING INC	630-09-50101-392-000	6/10 DIESEL FUEL	18,417.66
96649	6/30	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	6/10 SWEEPER PARTS/B	42.50
96650	6/30	CHIEF CORPORATION	110-02-52103-365-000	DECONTAMINATION WIPE	90.49
96651	6/30	BATTERIES PLUS LLC	206-02-52205-344-000	6/10 FD BATTERIES &	339.00
			110-02-52103-385-000	6/10 PD BATTERIES &	59.98
				..... CHECK TOTAL	398.98
96652	6/30	CHASE BANK KENOSHA	110-00-21513-000-000	6/30/10 SAL DEDUCT	197,979.44
			110-00-21511-000-000	6/30/10 SAL DEDUCT	71,137.56
			110-00-21612-000-000	6/30/10 SAL DEDUCT	71,136.95
			110-00-21514-000-000	6/30/10 SAL DEDUCT	21,389.09
			110-00-21614-000-000	6/30/10 SAL DEDUCT	21,388.83
			 CHECK TOTAL	383,031.87

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96653	6/30	CITIES & VILLAGES MUTUAL INS	110-09-56405-219-000	'10 WC 3RD QTR ADMN	3,825.00
96654	6/30	NEHER ELECTRIC SUPPLY	630-09-50101-393-000	6/10 PHILLIPS LAMPS	4,478.40
			630-09-50101-393-000	5/10 PHILLIPS LAMPS	2,799.00
			630-09-50101-393-000	5/10 PHILLIPS LAMPS	1,330.00
				..... CHECK TOTAL	8,607.40
96655	6/30	OFFICEMAX	110-01-50101-311-000	6/10 CT #1515 OFFICE	381.33
			110-01-50101-311-000	6/10 CT #1520 OFFICE	118.50
			110-01-50901-311-000	6/10 AS #1517 OFFICE	79.40
			110-01-51101-311-000	6/10 FN #1516 OFFICE	31.76
			110-01-50101-311-000	6/10 CT #1512 OFFICE	24.49
			110-01-51301-311-000	6/10 AD #1514 OFFICE	14.11
			110-01-50401-311-000	6/10 CT #1512 OFFICE	5.06
			110-01-50101-311-000	6/10 CT #1512 RETURN	9.83CR
				..... CHECK TOTAL	644.82
96656	6/30	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	6/30/10 SAL DEDUCT	4,270.00
96657	6/30	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	6/30/10 SAL DEDUCT	10,961.75
96658	6/30	JOLLY GIANTS ENTERTAINMENT	222-09-50101-295-000	KCV PARADE 7/04/10	600.00
96659	6/30	KPSOA	110-00-21552-000-000	6/30/10 SAL DEDUCT	850.00
96660	6/30	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	6/30/10 SAL DEDUCT	8,291.20
96661	6/30	LOCAL 168	110-00-21551-000-000	6/30/10 SAL DEDUCT	59.00
96662	6/30	CONCRETE SPECIALTIES CO.	403-11-51002-588-000	6/10 MATERIALS	545.00
			501-09-50105-355-000	6/10 MERCHANDISE	272.50
				..... CHECK TOTAL	817.50
96663	6/30	PITNEY BOWES	110-01-51306-311-000	6/10-CT SUPPLIES MAI	87.54
96664	6/30	MG TRUST COMPANY	761-09-50101-151-000	6/10 PIRO/RIMKUS	278.71
			761-00-21599-000-000	6/10 PIRO/RIMKUS	278.71
				..... CHECK TOTAL	557.42
96665	6/30	SASKATOON LIONS BAND	222-09-50101-295-000	KCV PARADE 7/04/10	900.00

START DATE FOR SUMMARY: 6/16 END DATE FOR SUMMARY: 6/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96666	6/30	SUVCW	222-09-50101-295-000	KCV PARADE 7/04/10	250.00
96667	6/30	SOUTH SHORE DRILL TEAM	222-09-50101-295-000	KCV PARADE 7/04/10	2,000.00
96668	6/30	OREGON BAND BOOSTER	222-09-50101-295-000	SHADOW ARMADA-PARADE	1,700.00
96669	6/30	AETNA HEALTH INSURANCE PREM.	611-09-50101-155-517	06/10 PREMIUMS	69,620.22
			611-09-50101-155-518	06/10 PREMIUMS	31,357.22
			611-09-50101-155-519	06/10 PREMIUMS	7,883.10
			611-09-50101-155-525	06/10 PREMIUMS	3,333.12
			611-09-50101-155-504	06/10 PREMIUMS	769.60
			611-09-50101-155-504	05/10 ADJ	2.08CR
			611-09-50101-155-519	05/10 ADJ	25.65CR
			611-09-50101-155-518	05/10 ADJ	102.03CR
			611-09-50101-155-517	05/10 ADJ	226.53CR
				..... CHECK TOTAL	112,606.97
96670	6/30	OHIO CHILD SUPP. PMT (CSPC)	110-00-21581-000-000	6/30/10 J JOLLEY	201.05
96671	6/30	MISDU	110-00-21581-000-000	6/30/10 J JANDRON	46.54
96672	6/30	O'LEARY'S CONTRACTORS	110-03-53103-712-000	HONDA GENERATOR	1,029.00
96673	6/30	LEE PLUMBING, INC.	520-09-50202-249-000	6/10-TD HVAC, PLUMBI	260.00
			632-09-50101-246-000	5/10-SE HVAC, PLUMBI	180.00
				..... CHECK TOTAL	440.00
96674	6/30	GFI GENFARE	520-09-50201-347-000	6/10-TD PARTS	21.11
96675	6/30	RACINE BAND BOOSTERS	222-09-50101-295-000	JR LIGHTHOUSE-PARADE	750.00
96676	6/30	KENOSHA BAND BOOSTERS	222-09-50101-295-000	BLACK WATCH-PARADE	2,500.00
96677	6/30	KENOSHA BAND BOOSTERS	222-09-50101-295-000	CONTNL RECRTN-PARADE	800.00
96678	6/30	KENOSHA BAND BOOSTERS	222-09-50101-295-000	RAMBLER BAND-PARADE	1,800.00
96679	6/30	CALGARY ROUND-UP BAND	222-09-50101-295-000	KCV PARADE 7/04/10	1,000.00
96680	6/30	KILTIES DRUM & BUGLE CORP	222-09-50101-295-000	KCV PARADE 7/04/10	2,000.00

START DATE FOR SUMMARY: 6/16 END DATE FOR SUMMARY: 6/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-09-56501-259-570	6/10 1610 76 ST-GRS	95.00
			110-09-56501-259-570	6/10 8115 SHER-GRAS	80.75
			110-09-56501-259-570	6/10 3311 30 AV-GRS	28.50
				..... CHECK TOTAL	5,145.00
96688	6/30	ELECTRICAL CONTRACTORS, INC	110-05-55102-249-000	6/10 PA DIAMOND LIGH	215.70
96689	6/30	T & A INDUSTRIAL, LTD.	110-03-53103-712-000	6/10-ST TOOLS	894.31
96690	6/30	KENOSHA COUNTY TREASURER	406-11-50101-581-000	2009 13525 60TH ST	193.07
96691	6/30	KNIGHT-BARRY TITLE, INC.	758-09-50107-259-850	ACQ 2103 45TH ST	29,955.00
96692	6/30	KNIGHT-BARRY TITLE, INC.	758-09-50108-259-850	ACQ 5126 21ST AVE	44,930.00
96693	6/30	CHAPTER 13 TRUSTEE	110-00-21581-000-000	6/30/10 B MIFFLIN	422.00
			110-00-21581-000-000	6/30/10 H DARBY III	283.00
				..... CHECK TOTAL	705.00
96694	6/30	KENO'S COLLISIONTEK	110-02-52103-711-000	REPAIR SQUAD 2611	1,242.60
			110-02-52103-711-000	REPAIR SQUAD 2980	1,224.39
				..... CHECK TOTAL	2,466.99
96695	6/30	MENARDS (KENOSHA)	110-05-55109-244-000	6/10-PA MERCHANDISE	158.16
			110-03-53103-389-000	6/10-ST MERCHANDISE	61.97
			110-03-53103-389-000	6/10-ST MERCHANDISE	55.14
			110-05-55109-244-000	6/10-PA MERCHANDISE	52.43
			110-03-53116-361-000	6/10-WA MERCHANDISE	43.18
			110-03-53103-389-000	6/10-ST MERCHANDISE	40.56
			110-05-55102-357-000	6/10-PA MERCHANDISE	31.96
			520-09-50401-249-000	6/10-TD MERCHANDISE	27.49
			110-03-53103-389-000	6/10-ST MERCHANDISE	21.17
			110-05-55102-244-000	6/10-PA MERCHANDISE	19.56
			110-05-55109-361-000	6/10-PA MERCHANDISE	13.76
			110-05-55109-361-000	6/10-PA MERCHANDISE	7.76
			110-05-55109-382-000	6/10-PA MERCHANDISE	7.58
			520-09-50202-249-000	5/10-TD MERCHANDISE	5.98
				..... CHECK TOTAL	546.70
96696	6/30	WIS SCTF	110-00-21581-000-000	6/30/10 SAL DEDUCT	7,418.81

START DATE FOR SUMMARY: 6/16 END DATE FOR SUMMARY: 6/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96706	6/30	EDWARDS, ROY	222-09-50101-259-903	GROUP THERAPY 7/3/10	500.00
96707	6/30	SPECHT, PHILIP	611-00-21531-000-000	JULY'S INSURANCE PRM	92.08
96708	6/30	THORSEN, STANLEY	611-00-21531-000-000	JULY'S INSURANCE PRM	34.59
96709	6/30	BARTON, KEVIN	611-00-21531-000-000	JULY'S INSURANCE PRM	93.24
96710	6/30	HANEY, PENNEY	222-09-50101-295-000	STAR REC PINS/PARADE	151.38
96711	6/30	STRUPP, WILLIAM	611-00-21531-000-000	JULY'S INSURANCE PRM	92.08
96712	6/30	DIAL, JEFFREY	611-00-21531-000-000	JULY'S INSURANCE PRM	90.92
96713	6/30	MOORE, DAVID	611-00-21531-000-000	JULY'S INSURANCE PRM	90.92
96714	6/30	GONZALEZ, REYNALDO	611-00-21531-000-000	JULY'S INSURANCE PRM	90.92
96715	6/30	BALMA, JACK	611-00-21531-000-000	JULY'S INSURANCE PRM	34.59
96716	6/30	SCHMIDT, BARBARA	611-00-21531-000-000	JULY'S INSURANCE PRM	90.92
96717	6/30	PORTER, PATRICIA	611-00-21531-000-000	JULY'S INSURANCE PRM	34.59
96718	6/30	POYNER, ROGER	611-00-21531-000-000	JULY'S INSURANCE PRM	92.08
96719	6/30	ANDERSON, RICHARD	611-00-21531-000-000	JULY'S INSURANCE PRM	34.59
96720	6/30	BEALL, DIANNE	611-00-21531-000-000	JULY'S INSURANCE PRM	90.92
96721	6/30	RUFFALO, SANDRA	611-00-21531-000-000	JULY'S INSURANCE PRM	92.08
96722	6/30	SHERWOOD, ERIC	611-00-21531-000-000	JULY'S INSURANCE PRM	93.24
96723	6/30	PICOLO, ROBERT	611-00-21531-000-000	JULY'S INSURANCE PRM	90.92
96724	6/30	WHITE, ROBERT	611-00-21531-000-000	JULY'S INSURANCE PRM	34.59
96725	6/30	MUHAMMAD, AIPANYA R	611-00-21531-000-000	JULY'S INSURANCE PRM	93.24

START DATE FOR SUMMARY: 6/16 END DATE FOR SUMMARY: 6/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
96726	6/30	CARREON, KRISTINE	611-00-21531-000-000	JULY'S INSURANCE PRM	93.24
96727	6/30	KROME, CARL	611-00-21531-000-000	JULY'S INSURANCE PRM	34.59
96728	6/30	WELLS, SCOTTY	611-00-21531-000-000	JULY'S INSURANCE PRM	92.08
96729	6/30	VILLALOBO, TONY	611-00-21531-000-000	JULY'S INSURANCE PRM	34.59
96730	6/30	BARTLETT, WILLIAM	611-00-21531-000-000	JULY'S INSURANCE PRM	90.92
96731	6/30	POTTER, JACK	611-00-21531-000-000	JULY'S INSURANCE PRM	34.59
96732	6/30	UPHAM, THOMAS	611-00-21531-000-000	JULY'S INSURANCE PRM	90.92
96733	6/30	GARRETT, BARBARA	611-00-21531-000-000	JULY'S INSURANCE PRM	34.59
96734	6/30	LONEY, LARRY D	611-00-21531-000-000	JULY'S INSURANCE PRM	93.24
96735	6/30	CHRISTERSON, JAMES	611-00-21531-000-000	JULY'S INSURANCE PRM	92.08
96736	6/30	LACHMAN, MICHELE	611-00-21531-000-000	JULY'S INSURANCE PRM	94.41
96737	6/30	CLARK, KAREN	611-00-21531-000-000	JULY'S INSURANCE PRM	92.08
96738	6/30	JORDAN, WILLIAM	611-00-21531-000-000	JULY'S INSURANCE PRM	34.59
96739	6/30	HOLM, KENNETH	611-00-21531-000-000	JULY'S INSURANCE PRM	34.59
96740	6/30	HARKER, ROBERT	611-00-21531-000-000	JULY'S INSURANCE PRM	34.59
96741	6/30	BROWN, JEANNETTE	611-00-21531-000-000	JULY'S INSURANCE PRM	92.08
96742	6/30	THORNTON, RANDALL	611-00-21531-000-000	JULY'S INSURANCE PRM	90.92

GRAND TOTAL FOR PERIOD ***** 2,945,832.32

JUNE 2010
SUMMARY OF EXPENDITURES BY OBJECT WITHIN FUND

110 GENERAL FUND

ACCT	DESCRIPTION	ACTUAL JUN/10	BUDGET JUN/10	VARIANCE <OVER>/<UNDER	ACTUAL YTD	BUDGET YTD	VARIANCE <OVER>/<UNDER
PERSONAL SERVICES							
111	SALARIES-PERMANENT REGULAR	2,000,575.90	2,058,216.11	57,640.21	12,034,504.82	12,386,796.66	352,291.84
112	SALARIES-ALDERMAN REGULAR	9,491.78	9,491.83	0.05	56,950.68	56,950.98	0.30
121	WAGES PERMANENT REGULAR	262,546.44	297,364.77	34,818.33	1,646,312.79	1,771,366.62	125,053.83
131	OVERTIME	110,715.47	115,775.83	5,060.36	510,315.13	699,404.98	189,089.85
132	TEMP/SEAS/L.T.E.	143,877.05	104,409.08	(39,467.97)	448,304.70	584,204.48	135,899.78
133	PER DIEM	100.00	250.00	150.00	100.00	1,500.00	1,400.00
135	LONGEVITY	4,012.50	4,259.10	246.60	24,280.00	25,554.60	1,274.60
136	SHIFT DIFFERENTIAL	6,041.60	6,441.66	400.06	36,794.80	38,649.96	1,855.16
137	EDUCATION PAY	860.00	1,010.00	150.00	5,160.00	6,060.00	900.00
138	SPECIAL PAY	1,695.00	1,881.25	186.25	9,991.20	11,287.50	1,296.30
141	TOOL ALLOWANCE	50.00	50.00	0.00	300.00	300.00	0.00
142	CAR/CELL PHONE/MOTORCYCLE ALLW	180.00	230.00	50.00	960.00	1,380.00	420.00
143	DRY CLEANING/CLOTHING ALLOW	3,750.00	9,099.75	5,349.75	4,366.00	54,598.50	50,232.50
144	EDUCATION REIMB ALLOWANCE	3,569.47	2,416.66	(1,152.81)	14,005.56	14,385.96	380.40
145	SECRETARIAL ALLOWANCE	165.00	307.50	142.50	900.00	1,845.00	945.00
146	PRODUCTIVITY INCENTIVE	.00	9,583.33	9,583.33	25,985.54	57,499.98	31,514.44
147	COMP TIME BUY BACK	.00	1,658.40	1,658.40	.00	9,950.40	9,950.40
149	HOLIDAY BUY BACK	.00	10,072.50	10,072.50	.00	60,435.00	60,435.00
151	WRS/RETIREMENT	437,819.94	455,011.42	17,191.48	2,577,465.09	2,728,621.52	151,156.43
152	F.I.C.A.	120,531.88	124,711.27	4,179.39	704,475.93	747,453.62	42,977.69
153	62:13 PENSION PAYMENTS	13,669.97	17,341.66	3,671.69	75,154.05	104,049.96	28,895.91
154	62:13 SUPPLEMENTAL PENSION PAY	586.34	639.66	53.32	3,567.88	3,837.96	270.08
155	HEALTH INSURANCE EXPENSE	656,460.00	709,989.76	53,529.76	3,938,760.00	4,259,938.56	321,178.56
156	GROUP LIFE INSURANCE	6,917.74	7,000.00	82.26	45,098.53	42,000.00	(3,098.53)
157	STATE UNEMPLOYMENT COMP	6,226.50	23,383.33	17,156.83	167,856.05	140,299.98	(27,556.07)
158	MEDICARE CONTRIBUTION	34,146.60	35,671.09	1,524.49	196,684.96	213,830.54	17,145.58
161	WORKMEN'S COMP MEDICAL SERVICE	12,545.58	25,000.00	12,454.42	244,853.21	150,000.00	(94,853.21)
162	STATE W C ASSESSMENT	.00	1,250.00	1,250.00	.00	7,500.00	7,500.00
163	EMPLOYEE WATCHES	.00	483.33	483.33	5,913.75	3,013.98	(2,899.77)
164	SAFETY PRESCRIPTION GLASSES	.00	166.66	166.66	109.95	999.96	890.01
165	DEATH/DISABILITY MONTHLY	2,214.00	2,433.33	219.33	13,284.00	14,599.98	1,315.98
166	DEATH/DISABILITY - OTHER	4,226.36	12,500.00	8,273.64	31,754.77	75,000.00	43,245.23
	PERSONAL SERVICES	3,842,975.12	4,048,099.28	205,124.16	22,824,209.39	24,273,316.68	1,449,107.29 *
CONTRACTUAL SERVICES							
211	AUDITING SERVICES	35,000.00	4,008.33	(30,991.67)	75,000.00	24,049.98	(50,950.02)
212	LEGAL-LABOR/PERSONNEL	2,086.50	10,416.66	8,330.16	38,437.87	62,499.96	24,062.09
215	DATA PROCESSING	36,013.76	37,749.99	1,736.23	236,082.56	226,499.94	(9,582.62)
216	MEDICAL EXAMS/VACCINATIONS/ETC	259.00CR	1,369.99	1,628.99	6,367.00	8,219.94	1,852.94
219	OTHER PROFESSIONAL SERVICES	42,012.81	71,453.00	29,440.19	194,105.48	428,162.00	234,056.52
221	ELECTRICAL	105,260.25	107,455.40	2,195.15	587,005.22	644,732.40	57,727.18
222	NATURAL GAS	4,129.72	19,995.80	15,866.08	134,009.89	119,974.80	(14,035.09)
223	STORM WATER UTILITY	14,454.76	12,070.73	(2,384.03)	71,707.14	72,424.38	717.24
224	WATER	4,983.49	7,183.31	2,199.82	22,005.64	43,099.86	21,094.22
225	TELE-LONG DISTANCE/LOCAL CALLS	2,520.37	3,772.07	1,251.70	16,179.72	22,632.42	6,452.70
226	CELLULAR/WIRELESS SERVICE COST	2,035.37	4,949.63	2,914.26	9,967.71	29,661.78	19,694.07
227	TELEPHONE - EQUIPMENT/OTHER	4,025.78	4,692.05	666.27	24,986.96	28,632.30	3,645.34

JUNE 2010

110 GENERAL FUND

SUMMARY OF EXPENDITURES BY OBJECT WITHIN FUND

ACCT	DESCRIPTION	ACTUAL JUN/10	BUDGET JUN/10	VARIANCE <OVER>/UNDER	ACTUAL YTD	BUDGET YTD	VARIANCE <OVER>/UNDER
CONTRACTUAL SERVICES							
231	COMMUNICATIONS EQUIPMENT	2,272.00	6,120.82	3,848.82	33,273.81	37,336.92	4,063.11
232	OFFICE EQUIPMENT	2,583.26	4,490.34	1,907.08	15,692.00	28,014.04	12,322.04
233	LICENSING/MAINT AGREEMENTS	454.85	5,618.75	5,163.90	43,074.72	33,712.50	(9,362.22)
235	EQUIPMENT REPAIRS/MAINT.	3,745.98	2,959.11	(786.87)	8,107.44	20,554.66	12,447.22
241	HEATING & AIR CONDITIONING	562.61	1,949.98	1,387.37	14,229.05	11,699.88	(2,529.17)
242	ELEVATOR	.00	660.00	660.00	8,096.86	4,217.00	(3,879.86)
243	CLEANING CONTRACT-BLDG	3,325.00	4,206.25	881.25	16,635.00	25,237.50	8,602.50
244	PAINTING & CARPETING	2,328.08	749.98	(1,578.10)	5,516.61	5,844.88	328.27
245	ROOF REPAIRS	.00	416.66	416.66	3,283.88	2,499.96	(783.92)
246	OTHER BLDG MAINTENANCE	5,244.54	7,641.63	2,397.09	36,900.82	37,592.78	691.96
247	BALL DIAMOND LIGHT REPAIRS	3,366.45	625.00	(2,741.45)	4,314.37	3,750.00	(564.37)
248	OUTSIDE LIGHTING REPAIRS	1,768.97	349.99	(1,418.98)	2,811.06	2,099.94	(711.12)
249	OTHER GROUNDS MAINTENANCE	6,931.15	3,749.95	(3,181.20)	13,866.78	18,154.70	4,287.92
251	CITY SHARE-JOINT SERVICES	322,598.17	322,598.16	(0.01)	1,935,589.02	1,935,588.96	(0.06)
252	CITY SHARE-COUNTY HEALTH DEPT.	90,519.50	90,519.50	0.00	543,117.00	543,117.00	0.00
253	WASTE DISPOSAL CHARGES	106,024.20	107,011.25	987.05	479,750.02	640,867.50	161,117.48
254	ANIMAL CONTROL COSTS	38,247.64	28,666.66	(9,580.98)	134,790.42	171,999.96	37,209.54
256	PRISONER MEALS	1,534.00	2,568.58	1,034.58	12,428.00	15,411.48	2,983.48
257	TRAFFIC VIOLATION REG PROGRAM	.00	1,666.66	1,666.66	5,000.00	9,999.96	4,999.96
259	OTHER	28,792.68	3,722.88	(25,069.80)	288,331.79	22,337.28	(265,994.51)
261	MILEAGE	4,729.84	5,197.68	467.84	18,000.56	31,186.08	13,185.52
262	COMMERCIAL TRAVEL	1,285.30	752.05	(533.25)	2,720.87	4,512.30	1,791.43
263	MEALS & LODGING	2,198.12	4,126.23	1,928.11	13,354.33	24,901.38	11,547.05
264	REGISTRATION	820.00	4,742.81	3,922.81	16,468.46	28,246.86	11,778.40
271	STATE INS POLICY FIRE&EXT COV	438.00CR	3,602.66	4,040.66	3,455.93	21,615.96	18,160.03
273	CVMIC LIABILITY	.00	11,639.91	11,639.91	137,218.38	69,839.46	(67,378.92)
276	AUTO POLICY	.00	5,274.33	5,274.33	62,813.41	31,645.98	(31,167.43)
277	BOILER INSURANCE	.00	165.16	165.16	2,776.31	990.96	(1,785.35)
278	EXCESS W.C./W.C. PREMIUM	.00	4,247.25	4,247.25	46,556.00	25,483.50	(21,072.50)
279	EMPLOYEE BLANKET BONDS-ETC	.00	162.08	162.08	.00	972.48	972.48
282	EQUIPMENT RENTAL	3,073.83	1,591.98	(1,481.85)	5,796.28	10,787.88	4,991.60
283	OFFICE SPACE RENTAL	16,153.67	8,864.49	(7,289.18)	56,934.52	53,186.94	(3,747.58)
289	OTHER RENT/LEASES	.00	16.66	16.66	.00	99.96	99.96
299	OTHER	.00	10,083.33CR	(10,083.33)	103,109.37CR	60,499.98CR	42,609.39
	CONTRACTUAL SERVICES	900,385.65	921,709.07	21,323.42	5,283,649.52	5,523,596.42	239,946.90 *
MATERIALS AND SUPPLIES							
311	OFFICE SUPPLIES/PRINTING	9,594.90	11,874.93	2,280.03	53,776.05	70,477.58	16,701.53
312	POSTAGE	13,700.98	7,500.00	(6,200.98)	41,385.01	45,000.00	3,614.99
314	MICRO-FICHE CHARGES	125.85	258.33	132.48	1,684.60	1,549.98	(134.62)
316	COMPUTER SOFTWARE	.00	802.48	802.48	999.00	5,814.88	4,815.88
321	PUBLICATION OF LEGAL NOTICES	4,492.36	2,143.31	(2,349.05)	8,674.04	12,859.86	4,185.82
322	SUBSCRIPTIONS & BOOKS	1,906.75	2,897.77	991.02	13,987.62	17,111.62	3,124.00
323	MEMBERSHIP DUES	2,637.00	3,632.17	995.17	35,099.65	22,116.02	(12,983.63)
326	ADVERTISING	188.51	258.33	69.82	869.69	1,549.98	680.29
341	VEHICLE FUEL CHARGE/OIL/ETC	91,622.48	54,756.60	(36,865.88)	315,084.89	328,539.60	13,454.71
342	CENTRAL GARAGE LABOR CHARGES	.00	63,252.28	63,252.28	221,741.00	379,513.68	157,772.68

JUNE 2010

110 GENERAL FUND

SUMMARY OF EXPENDITURES BY OBJECT WITHIN FUND

ACCT	DESCRIPTION	ACTUAL JUN/10	BUDGET JUN/10	VARIANCE <OVER>/UNDER	ACTUAL YTD	BUDGET YTD	VARIANCE <OVER>/UNDER
MATERIALS AND SUPPLIES							
343	CENT.GARAGE-PARTS&MAT. CHARGES	.00	45,916.63	45,916.63	143,803.72	274,499.78	130,696.06
344	OUTSIDE MATERIAL & LABOR	15,140.24	16,492.29	1,352.05	80,607.25	118,582.74	37,975.49
345	JOINT SERVICE EQUIP CHARGES	10,217.88	10,077.82	(140.06)	36,099.06	60,466.92	24,367.86
349	EQUIP OPERATING EXPENSES-OTHER	.00	1,333.33	1,333.33	26,510.98	7,999.98	(18,511.00)
351	ROAD SALT	.00	23,383.33	23,383.33	169,038.50	140,299.98	(28,738.52)
352	CALCIUM CHLORIDE	.00	400.00	400.00	2,231.32	2,400.00	168.68
353	HORTICULTURAL SUPP-FERT ETC	11,163.00	8,708.31	(2,454.69)	30,365.45	52,049.86	21,684.41
354	GRAVEL, SAND, STONE	.00	1,108.33	1,108.33	273.00	6,649.98	6,376.98
355	CEMENT ASPHALT&CRACKFILL	3,506.33	2,375.00CR	(5,881.33)	7,861.92	23,250.00	15,388.08
356	F. MARKING LIME & DIAMOND DRY	.00	183.33	183.33	1,785.00	1,099.98	(685.02)
357	BUILDING MATERIALS	1,643.55	1,756.64	113.09	8,308.49	10,526.84	2,218.35
358	FIRE FOAM	.00	416.66	416.66	.00	2,499.96	2,499.96
359	OTHER	.00	83.33	83.33	877.14	499.98	(377.16)
361	SMALL TOOLS	2,608.29	2,452.04	(156.25)	13,065.28	13,512.24	446.96
362	OFFICE FURNITURE & EQUIPMENT	.00	629.32	629.32	5,784.59	4,623.92	(1,160.67)
363	COMPUTER HARDWARE	.00	666.66	666.66	.00	3,999.96	3,999.96
364	REVOLVERS ETC	.00	333.33	333.33	3,570.00	1,999.98	(1,570.02)
365	POLICE OFFICERS EQUIPMENT	8,104.07	4,446.65	(3,657.42)	17,063.38	25,679.90	8,616.52
366	FIRE PREV & TRNG EQUIPMENT	.00	241.66	241.66	1,056.20	1,449.96	393.76
367	CLOTHING & UNIFORM REPLACEMENT	13,518.45	14,842.43	1,323.98	49,731.21	89,054.58	39,323.37
368	SNOW FENCE & STREET POSTS	.00	125.00	125.00	.00	750.00	750.00
369	OTHER NON CAPITAL EQUIPMENT	17,794.23	14,104.63	(3,689.60)	88,558.87	80,889.78	(7,669.09)
371	PAVEMENT MARKINGS	21,121.05	2,166.66	(18,954.39)	21,121.05	12,999.96	(8,121.09)
372	TRAFFIC SIGNS & HARDWARE	1,510.29	2,666.66	1,156.37	9,875.86	15,999.96	6,124.10
373	TRAFFIC SIGNALS	125.00	1,666.66	1,541.66	3,127.00	7,499.96	4,372.96
374	STREET LIGHTING	.00	3,333.33	3,333.33	2,230.00	19,999.98	17,769.98
375	ELECTRICAL SUPL TRAF&ST LHTG	1,042.47	2,500.00	1,457.53	5,950.94	15,000.00	9,049.06
378	BARRICADES, CONES, FLASHERS, ETC	.00	250.00	250.00	.00	1,500.00	1,500.00
381	CANINE SERVICES & SUPPLIES	301.71	375.00	73.29	692.59	2,250.00	1,557.41
382	HOUSEKEEPING-JANITORIAL SUPPLI	6,317.33	3,173.15	(3,144.18)	23,394.42	19,038.90	(4,355.52)
383	PREV&TRAIN-BOOK/SUPPLY/EQUIP.	267.87	1,306.66	1,038.79	430.28	7,679.96	7,249.68
384	AUDIO & VIDEO CASSETTES	.00	79.16	79.16	178.57	474.96	296.39
385	BATTERIES	398.65	599.98	201.33	1,793.70	3,599.88	1,806.18
386	RECREATION EQUIPMENT SUPPLIES	281.00	958.33	677.33	1,365.01	5,949.98	4,584.97
387	EQUIPMENT CLEANING SUPPLIES	.00	125.00	125.00	455.57	750.00	294.43
388	PHOTOGRAPHIC EQUIP & SUPPLIES	.00	58.32	58.32	103.19	349.92	246.73
389	OTHER	3,570.20	4,158.28	588.08	13,644.35	24,949.68	11,305.33
	MATERIALS AND SUPPLIES	242,900.44	316,120.11	73,219.67	1,464,255.44	1,945,362.66	481,107.22 *
CLAIMS & LOSSES							
411	CLAIMS & SETTLEMENTS	.00	.00	0.00	17,677.08	.00	(17,677.08)
421	ACCOUNTS RECEIVABLE	.00	1,666.66	1,666.66	4,364.36	9,999.96	5,635.60
422	DELQ P.P. TAX/S.A. CHARGES	.00	1,666.66	1,666.66	.00	9,999.96	9,999.96
423	W/O-REAL ESTATE TAX	.00	1,250.00	1,250.00	.00	7,500.00	7,500.00
	CLAIMS & LOSSES	.00	4,583.32	4,583.32	22,041.44	27,499.92	5,458.48 *
CAPITAL OUTLAY-PURCHASED							
539	DATA PROCESSING - OTHER	704.13	10,855.41	10,151.28	9,383.17	65,132.46	55,749.29

JUNE 2010

110 GENERAL FUND

SUMMARY OF EXPENDITURES BY OBJECT WITHIN FUND

ACCT	DESCRIPTION	ACTUAL JUN/10	BUDGET JUN/10	VARIANCE <OVER>/UNDER	ACTUAL YTD	BUDGET YTD	VARIANCE <OVER>/UNDER
CAPITAL OUTLAY-PURCHASED							
565	MOTORCYCLES/BICYCLES	.00	1,381.75	1,381.75	.00	8,290.50	8,290.50
579	OTHER MISC EQUIPMENT	.00	1,333.33	1,333.33	.00	7,999.98	7,999.98
582	BUILDINGS	.00	.00	0.00	.00	.00	0.00
	CAPITAL OUTLAY-PURCHASED	704.13	13,570.49	12,866.36	9,383.17	81,422.94	72,039.77 *
CONTRIBUTIONS TO OTHER FUNDS							
611	CENTRAL STORES	.00	7,162.50	7,162.50	.00	42,975.00	42,975.00
613	CENTRAL GARAGE	.00	.00	0.00	.00	1,204.00	1,204.00
622	MASS TRANSIT-OPERATING	.00	131,551.00	131,551.00	.00	789,294.00	789,294.00
624	AIRPORT FUND	.00	38,004.50	38,004.50	.00	228,027.00	228,027.00
627	GOLF COURSE FUND	.00	.00	0.00	.00	12,458.00	12,458.00
651	RECYCLING/YARDWASTE	.00	.00	0.00	.00	1,629.00	1,629.00
	CONTRIBUTIONS TO OTHER FUNDS	.00	176,718.00	176,718.00	.00	1,075,587.00	1,075,587.00 *
INSURED LOSSES							
711	INSURED LOSSES-ACCIDENT CAUSED	1,426.41CR	9,967.00	11,393.41	43,821.62	17,818.00	(26,003.62)
712	INSURED LOSSES-VANDALISM CAUSE	7,401.39	.00	(7,401.39)	7,401.39	.00	(7,401.39)
719	SELF-INSURANCE LOSSES	.00	12,500.00	12,500.00	2,494.86	75,000.00	72,505.14
	INSURED LOSSES	5,974.98	22,467.00	16,492.02	53,717.87	92,818.00	39,100.13 *
OTHER							
901	CONTINGENCY RESERVE	.00	20,833.33	20,833.33	.00	124,999.98	124,999.98
908	DEBT SERVICE NET OF REVENUES	628,459.00	628,458.66	(0.34)	3,770,754.00	3,770,751.96	(2.04)
909	MISCELLANEOUS	.00	833.33	833.33	337.00	4,999.98	4,662.98
931	CDBG FUND	48,102.06CR	17,357.66CR	30,744.40	115,054.90CR	104,145.96CR	10,908.94
934	OTHER CHARGE BACKS	85,222.20CR	254,429.15CR	(169,206.95)	396,204.46CR	1,070,939.90CR	(674,735.44)
935	SPECIAL REV FUND	88,602.85CR	49,530.74CR	39,072.11	379,404.95CR	297,184.44CR	82,220.51
941	GRANT EQUIP/SERVICES	.00	83,533.09	83,533.09	.00	45,563.54	45,563.54
	OTHER	406,531.89	412,340.86	5,808.97	2,880,426.69	2,474,045.16	(406,381.53) *
	FUND TOTAL	5,399,472.21	5,915,608.13	516,135.92	32,537,683.52	35,493,648.78	2,955,965.26 **

JUNE 2010
SUMMARY OF EXPENDITURES BY OBJECT WITHIN FUND

110 GENERAL FUND

ACCT	DESCRIPTION	ACTUAL JUN/10	BUDGET JUN/10	VARIANCE <OVER>/UNDER	ACTUAL YTD	BUDGET YTD	VARIANCE <OVER>/UNDER
PERSONAL SERVICES							
111	SALARIES-PERMANENT REGULAR	2,000,575.90	2,058,216.11	57,640.21	12,034,504.82	12,386,796.66	352,291.84
112	SALARIES-ALDERMAN REGULAR	9,491.78	9,491.83	0.05	56,950.68	56,950.98	0.30
121	WAGES PERMANENT REGULAR	262,546.44	297,364.77	34,818.33	1,646,312.79	1,771,366.62	125,053.83
131	OVERTIME	110,715.47	115,775.83	5,060.36	510,315.13	699,404.98	189,089.85
132	TEMP/SEAS/L.T.E.	143,877.05	104,409.08	(39,467.97)	448,304.70	584,204.48	135,899.78
133	PER DIEM	100.00	250.00	150.00	100.00	1,500.00	1,400.00
135	LONGEVITY	4,012.50	4,259.10	246.60	24,280.00	25,554.60	1,274.60
136	SHIFT DIFFERENTIAL	6,041.60	6,441.66	400.06	36,794.80	38,649.96	1,855.16
137	EDUCATION PAY	860.00	1,010.00	150.00	5,160.00	6,060.00	900.00
138	SPECIAL PAY	1,695.00	1,881.25	186.25	9,991.20	11,287.50	1,296.30
141	TOOL ALLOWANCE	50.00	50.00	0.00	300.00	300.00	0.00
142	CAR/CELL PHONE/MOTORCYCLE ALLW	180.00	230.00	50.00	960.00	1,380.00	420.00
143	DRY CLEANING/CLOTHING ALLOW	3,750.00	9,099.75	5,349.75	4,366.00	54,598.50	50,232.50
144	EDUCATION REIMB ALLOWANCE	3,569.47	2,416.66	(1,152.81)	14,005.56	14,385.96	380.40
145	SECRETARIAL ALLOWANCE	165.00	307.50	142.50	900.00	1,845.00	945.00
146	PRODUCTIVITY INCENTIVE	.00	9,583.33	9,583.33	25,985.54	57,499.98	31,514.44
147	COMP TIME BUY BACK	.00	1,658.40	1,658.40	.00	9,950.40	9,950.40
149	HOLIDAY BUY BACK	.00	10,072.50	10,072.50	.00	60,435.00	60,435.00
151	WRS/RETIREMENT	437,819.94	455,011.42	17,191.48	2,577,465.09	2,728,621.52	151,156.43
152	F.I.C.A.	120,531.88	124,711.27	4,179.39	704,475.93	747,453.62	42,977.69
153	62:13 PENSION PAYMENTS	13,669.97	17,341.66	3,671.69	75,154.05	104,049.96	28,895.91
154	62:13 SUPPLEMENTAL PENSION PAY	586.34	639.66	53.32	3,567.88	3,837.96	270.08
155	HEALTH INSURANCE EXPENSE	656,460.00	709,989.76	53,529.76	3,938,760.00	4,259,938.56	321,178.56
156	GROUP LIFE INSURANCE	6,917.74	7,000.00	82.26	45,098.53	42,000.00	(3,098.53)
157	STATE UNEMPLOYMENT COMP	6,226.50	23,383.33	17,156.83	167,856.05	140,299.98	(27,556.07)
158	MEDICARE CONTRIBUTION	34,146.60	35,671.09	1,524.49	196,684.96	213,830.54	17,145.58
161	WORKMEN'S COMP MEDICAL SERVICE	12,545.58	25,000.00	12,454.42	244,853.21	150,000.00	(94,853.21)
162	STATE W C ASSESSMENT	.00	1,250.00	1,250.00	.00	7,500.00	7,500.00
163	EMPLOYEE WATCHES	.00	483.33	483.33	5,913.75	3,013.98	(2,899.77)
164	SAFETY PRESCRIPTION GLASSES	.00	166.66	166.66	109.95	999.96	890.01
165	DEATH/DISABILITY MONTHLY	2,214.00	2,433.33	219.33	13,284.00	14,599.98	1,315.98
166	DEATH/DISABILITY - OTHER	4,226.36	12,500.00	8,273.64	31,754.77	75,000.00	43,245.23
	PERSONAL SERVICES	3,842,975.12	4,048,099.28	205,124.16	22,824,209.39	24,273,316.68	1,449,107.29 *
CONTRACTUAL SERVICES							
211	AUDITING SERVICES	35,000.00	4,008.33	(30,991.67)	75,000.00	24,049.98	(50,950.02)
212	LEGAL-LABOR/PERSONNEL	2,086.50	10,416.66	8,330.16	38,437.87	62,499.96	24,062.09
215	DATA PROCESSING	36,013.76	37,749.99	1,736.23	236,082.56	226,499.94	(9,582.62)
216	MEDICAL EXAMS/VACCINATIONS/ETC	259.00CR	1,369.99	1,628.99	6,367.00	8,219.94	1,852.94
219	OTHER PROFESSIONAL SERVICES	42,012.81	71,453.00	29,440.19	194,105.48	428,162.00	234,056.52
221	ELECTRICAL	105,260.25	107,455.40	2,195.15	587,005.22	644,732.40	57,727.18
222	NATURAL GAS	4,129.72	19,995.80	15,866.08	134,009.89	119,974.80	(14,035.09)
223	STORM WATER UTILITY	14,454.76	12,070.73	(2,384.03)	71,707.14	72,424.38	717.24
224	WATER	4,983.49	7,183.31	2,199.82	22,005.64	43,099.86	21,094.22
225	TELE-LONG DISTANCE/LOCAL CALLS	2,520.37	3,772.07	1,251.70	16,179.72	22,632.42	6,452.70
226	CELLULAR/WIRELESS SERVICE COST	2,035.37	4,949.63	2,914.26	9,967.71	29,661.78	19,694.07
227	TELEPHONE - EQUIPMENT/OTHER	4,025.78	4,692.05	666.27	24,986.96	28,632.30	3,645.34

JUNE 2010

110 GENERAL FUND

SUMMARY OF EXPENDITURES BY OBJECT WITHIN FUND

ACCT	DESCRIPTION	ACTUAL JUN/10	BUDGET JUN/10	VARIANCE <OVER>/UNDER	ACTUAL YTD	BUDGET YTD	VARIANCE <OVER>/UNDER
CONTRACTUAL SERVICES							
231	COMMUNICATIONS EQUIPMENT	2,272.00	6,120.82	3,848.82	33,273.81	37,336.92	4,063.11
232	OFFICE EQUIPMENT	2,583.26	4,490.34	1,907.08	15,692.00	28,014.04	12,322.04
233	LICENSING/MAINT AGREEMENTS	454.85	5,618.75	5,163.90	43,074.72	33,712.50	(9,362.22)
235	EQUIPMENT REPAIRS/MAINT.	3,745.98	2,959.11	(786.87)	8,107.44	20,554.66	12,447.22
241	HEATING & AIR CONDITIONING	562.61	1,949.98	1,387.37	14,229.05	11,699.88	(2,529.17)
242	ELEVATOR	.00	660.00	660.00	8,096.86	4,217.00	(3,879.86)
243	CLEANING CONTRACT-BLDG	3,325.00	4,206.25	881.25	16,635.00	25,237.50	8,602.50
244	PAINTING & CARPETING	2,328.08	749.98	(1,578.10)	5,516.61	5,844.88	328.27
245	ROOF REPAIRS	.00	416.66	416.66	3,283.88	2,499.96	(783.92)
246	OTHER BLDG MAINTENANCE	5,244.54	7,641.63	2,397.09	36,900.82	37,592.78	691.96
247	BALL DIAMOND LIGHT REPAIRS	3,366.45	625.00	(2,741.45)	4,314.37	3,750.00	(564.37)
248	OUTSIDE LIGHTING REPAIRS	1,768.97	349.99	(1,418.98)	2,811.06	2,099.94	(711.12)
249	OTHER GROUNDS MAINTENANCE	6,931.15	3,749.95	(3,181.20)	13,866.78	18,154.70	4,287.92
251	CITY SHARE-JOINT SERVICES	322,598.17	322,598.16	(0.01)	1,935,589.02	1,935,588.96	(0.06)
252	CITY SHARE-COUNTY HEALTH DEPT.	90,519.50	90,519.50	0.00	543,117.00	543,117.00	0.00
253	WASTE DISPOSAL CHARGES	106,024.20	107,011.25	987.05	479,750.02	640,867.50	161,117.48
254	ANIMAL CONTROL COSTS	38,247.64	28,666.66	(9,580.98)	134,790.42	171,999.96	37,209.54
256	PRISONER MEALS	1,534.00	2,568.58	1,034.58	12,428.00	15,411.48	2,983.48
257	TRAFFIC VIOLATION REG PROGRAM	.00	1,666.66	1,666.66	5,000.00	9,999.96	4,999.96
259	OTHER	28,792.68	3,722.88	(25,069.80)	288,331.79	22,337.28	(265,994.51)
261	MILEAGE	4,729.84	5,197.68	467.84	18,000.56	31,186.08	13,185.52
262	COMMERCIAL TRAVEL	1,285.30	752.05	(533.25)	2,720.87	4,512.30	1,791.43
263	MEALS & LODGING	2,198.12	4,126.23	1,928.11	13,354.33	24,901.38	11,547.05
264	REGISTRATION	820.00	4,742.81	3,922.81	16,468.46	28,246.86	11,778.40
271	STATE INS POLICY FIRE&EXT COV	438.00CR	3,602.66	4,040.66	3,455.93	21,615.96	18,160.03
273	CVMIC LIABILITY	.00	11,639.91	11,639.91	137,218.38	69,839.46	(67,378.92)
276	AUTO POLICY	.00	5,274.33	5,274.33	62,813.41	31,645.98	(31,167.43)
277	BOILER INSURANCE	.00	165.16	165.16	2,776.31	990.96	(1,785.35)
278	EXCESS W.C./W.C. PREMIUM	.00	4,247.25	4,247.25	46,556.00	25,483.50	(21,072.50)
279	EMPLOYEE BLANKET BONDS-ETC	.00	162.08	162.08	.00	972.48	972.48
282	EQUIPMENT RENTAL	3,073.83	1,591.98	(1,481.85)	5,796.28	10,787.88	4,991.60
283	OFFICE SPACE RENTAL	16,153.67	8,864.49	(7,289.18)	56,934.52	53,186.94	(3,747.58)
289	OTHER RENT/LEASES	.00	16.66	16.66	.00	99.96	99.96
299	OTHER	.00	10,083.33CR	(10,083.33)	103,109.37CR	60,499.98CR	42,609.39
	CONTRACTUAL SERVICES	900,385.65	921,709.07	21,323.42	5,283,649.52	5,523,596.42	239,946.90 *
MATERIALS AND SUPPLIES							
311	OFFICE SUPPLIES/PRINTING	9,594.90	11,874.93	2,280.03	53,776.05	70,477.58	16,701.53
312	POSTAGE	13,700.98	7,500.00	(6,200.98)	41,385.01	45,000.00	3,614.99
314	MICRO-FICHE CHARGES	125.85	258.33	132.48	1,684.60	1,549.98	(134.62)
316	COMPUTER SOFTWARE	.00	802.48	802.48	999.00	5,814.88	4,815.88
321	PUBLICATION OF LEGAL NOTICES	4,492.36	2,143.31	(2,349.05)	8,674.04	12,859.86	4,185.82
322	SUBSCRIPTIONS & BOOKS	1,906.75	2,897.77	991.02	13,987.62	17,111.62	3,124.00
323	MEMBERSHIP DUES	2,637.00	3,632.17	995.17	35,099.65	22,116.02	(12,983.63)
326	ADVERTISING	188.51	258.33	69.82	869.69	1,549.98	680.29
341	VEHICLE FUEL CHARGE/OIL/ETC	91,622.48	54,756.60	(36,865.88)	315,084.89	328,539.60	13,454.71
342	CENTRAL GARAGE LABOR CHARGES	.00	63,252.28	63,252.28	221,741.00	379,513.68	157,772.68

JUNE 2010

110 GENERAL FUND

SUMMARY OF EXPENDITURES BY OBJECT WITHIN FUND

ACCT	DESCRIPTION	ACTUAL JUN/10	BUDGET JUN/10	VARIANCE <OVER>/UNDER	ACTUAL YTD	BUDGET YTD	VARIANCE <OVER>/UNDER
MATERIALS AND SUPPLIES							
343	CENT.GARAGE-PARTS&MAT. CHARGES	.00	45,916.63	45,916.63	143,803.72	274,499.78	130,696.06
344	OUTSIDE MATERIAL & LABOR	15,140.24	16,492.29	1,352.05	80,607.25	118,582.74	37,975.49
345	JOINT SERVICE EQUIP CHARGES	10,217.88	10,077.82	(140.06)	36,099.06	60,466.92	24,367.86
349	EQUIP OPERATING EXPENSES-OTHER	.00	1,333.33	1,333.33	26,510.98	7,999.98	(18,511.00)
351	ROAD SALT	.00	23,383.33	23,383.33	169,038.50	140,299.98	(28,738.52)
352	CALCIUM CHLORIDE	.00	400.00	400.00	2,231.32	2,400.00	168.68
353	HORTICULTURAL SUPP-FERT ETC	11,163.00	8,708.31	(2,454.69)	30,365.45	52,049.86	21,684.41
354	GRAVEL, SAND, STONE	.00	1,108.33	1,108.33	273.00	6,649.98	6,376.98
355	CEMENT ASPHALT&CRACKFILL	3,506.33	2,375.00CR	(5,881.33)	7,861.92	23,250.00	15,388.08
356	F. MARKING LIME & DIAMOND DRY	.00	183.33	183.33	1,785.00	1,099.98	(685.02)
357	BUILDING MATERIALS	1,643.55	1,756.64	113.09	8,308.49	10,526.84	2,218.35
358	FIRE FOAM	.00	416.66	416.66	.00	2,499.96	2,499.96
359	OTHER	.00	83.33	83.33	877.14	499.98	(377.16)
361	SMALL TOOLS	2,608.29	2,452.04	(156.25)	13,065.28	13,512.24	446.96
362	OFFICE FURNITURE & EQUIPMENT	.00	629.32	629.32	5,784.59	4,623.92	(1,160.67)
363	COMPUTER HARDWARE	.00	666.66	666.66	.00	3,999.96	3,999.96
364	REVOLVERS ETC	.00	333.33	333.33	3,570.00	1,999.98	(1,570.02)
365	POLICE OFFICERS EQUIPMENT	8,104.07	4,446.65	(3,657.42)	17,063.38	25,679.90	8,616.52
366	FIRE PREV & TRNG EQUIPMENT	.00	241.66	241.66	1,056.20	1,449.96	393.76
367	CLOTHING & UNIFORM REPLACEMENT	13,518.45	14,842.43	1,323.98	49,731.21	89,054.58	39,323.37
368	SNOW FENCE & STREET POSTS	.00	125.00	125.00	.00	750.00	750.00
369	OTHER NON CAPITAL EQUIPMENT	17,794.23	14,104.63	(3,689.60)	88,558.87	80,889.78	(7,669.09)
371	PAVEMENT MARKINGS	21,121.05	2,166.66	(18,954.39)	21,121.05	12,999.96	(8,121.09)
372	TRAFFIC SIGNS & HARDWARE	1,510.29	2,666.66	1,156.37	9,875.86	15,999.96	6,124.10
373	TRAFFIC SIGNALS	125.00	1,666.66	1,541.66	3,127.00	7,499.96	4,372.96
374	STREET LIGHTING	.00	3,333.33	3,333.33	2,230.00	19,999.98	17,769.98
375	ELECTRICAL SUPL TRAF&ST LHTG	1,042.47	2,500.00	1,457.53	5,950.94	15,000.00	9,049.06
378	BARRICADES, CONES, FLASHERS, ETC	.00	250.00	250.00	.00	1,500.00	1,500.00
381	CANINE SERVICES & SUPPLIES	301.71	375.00	73.29	692.59	2,250.00	1,557.41
382	HOUSEKEEPING-JANITORIAL SUPPLI	6,317.33	3,173.15	(3,144.18)	23,394.42	19,038.90	(4,355.52)
383	PREV&TRAIN-BOOK/SUPPLY/EQUIP.	267.87	1,306.66	1,038.79	430.28	7,679.96	7,249.68
384	AUDIO & VIDEO CASSETTES	.00	79.16	79.16	178.57	474.96	296.39
385	BATTERIES	398.65	599.98	201.33	1,793.70	3,599.88	1,806.18
386	RECREATION EQUIPMENT SUPPLIES	281.00	958.33	677.33	1,365.01	5,949.98	4,584.97
387	EQUIPMENT CLEANING SUPPLIES	.00	125.00	125.00	455.57	750.00	294.43
388	PHOTOGRAPHIC EQUIP & SUPPLIES	.00	58.32	58.32	103.19	349.92	246.73
389	OTHER	3,570.20	4,158.28	588.08	13,644.35	24,949.68	11,305.33
	MATERIALS AND SUPPLIES	242,900.44	316,120.11	73,219.67	1,464,255.44	1,945,362.66	481,107.22 *
CLAIMS & LOSSES							
411	CLAIMS & SETTLEMENTS	.00	.00	0.00	17,677.08	.00	(17,677.08)
421	ACCOUNTS RECEIVABLE	.00	1,666.66	1,666.66	4,364.36	9,999.96	5,635.60
422	DELQ P.P. TAX/S.A. CHARGES	.00	1,666.66	1,666.66	.00	9,999.96	9,999.96
423	W/O-REAL ESTATE TAX	.00	1,250.00	1,250.00	.00	7,500.00	7,500.00
	CLAIMS & LOSSES	.00	4,583.32	4,583.32	22,041.44	27,499.92	5,458.48 *
CAPITAL OUTLAY-PURCHASED							
539	DATA PROCESSING - OTHER	704.13	10,855.41	10,151.28	9,383.17	65,132.46	55,749.29

JUNE 2010
SUMMARY OF EXPENDITURES BY OBJECT WITHIN FUND

110 GENERAL FUND

ACCT	DESCRIPTION	ACTUAL JUN/10	BUDGET JUN/10	VARIANCE <OVER>/UNDER	ACTUAL YTD	BUDGET YTD	VARIANCE <OVER>/UNDER
CAPITAL OUTLAY-PURCHASED							
565	MOTORCYCLES/BICYCLES	.00	1,381.75	1,381.75	.00	8,290.50	8,290.50
579	OTHER MISC EQUIPMENT	.00	1,333.33	1,333.33	.00	7,999.98	7,999.98
582	BUILDINGS	.00	.00	0.00	.00	.00	0.00
	CAPITAL OUTLAY-PURCHASED	704.13	13,570.49	12,866.36	9,383.17	81,422.94	72,039.77 *
CONTRIBUTIONS TO OTHER FUNDS							
611	CENTRAL STORES	.00	7,162.50	7,162.50	.00	42,975.00	42,975.00
613	CENTRAL GARAGE	.00	.00	0.00	.00	1,204.00	1,204.00
622	MASS TRANSIT-OPERATING	.00	131,551.00	131,551.00	.00	789,294.00	789,294.00
624	AIRPORT FUND	.00	38,004.50	38,004.50	.00	228,027.00	228,027.00
627	GOLF COURSE FUND	.00	.00	0.00	.00	12,458.00	12,458.00
651	RECYCLING/YARDWASTE	.00	.00	0.00	.00	1,629.00	1,629.00
	CONTRIBUTIONS TO OTHER FUNDS	.00	176,718.00	176,718.00	.00	1,075,587.00	1,075,587.00 *
INSURED LOSSES							
711	INSURED LOSSES-ACCIDENT CAUSED	1,426.41CR	9,967.00	11,393.41	43,821.62	17,818.00	(26,003.62)
712	INSURED LOSSES-VANDALISM CAUSE	7,401.39	.00	(7,401.39)	7,401.39	.00	(7,401.39)
719	SELF-INSURANCE LOSSES	.00	12,500.00	12,500.00	2,494.86	75,000.00	72,505.14
	INSURED LOSSES	5,974.98	22,467.00	16,492.02	53,717.87	92,818.00	39,100.13 *
OTHER							
901	CONTINGENCY RESERVE	.00	20,833.33	20,833.33	.00	124,999.98	124,999.98
908	DEBT SERVICE NET OF REVENUES	628,459.00	628,458.66	(0.34)	3,770,754.00	3,770,751.96	(2.04)
909	MISCELLANEOUS	.00	833.33	833.33	337.00	4,999.98	4,662.98
931	CDBG FUND	48,102.06CR	17,357.66CR	30,744.40	115,054.90CR	104,145.96CR	10,908.94
934	OTHER CHARGE BACKS	85,222.20CR	254,429.15CR	(169,206.95)	396,204.46CR	1,070,939.90CR	(674,735.44)
935	SPECIAL REV FUND	88,602.85CR	49,530.74CR	39,072.11	379,404.95CR	297,184.44CR	82,220.51
941	GRANT EQUIP/SERVICES	.00	83,533.09	83,533.09	.00	45,563.54	45,563.54
	OTHER	406,531.89	412,340.86	5,808.97	2,880,426.69	2,474,045.16	(406,381.53) *
	FUND TOTAL	5,399,472.21	5,915,608.13	516,135.92	32,537,683.52	35,493,648.78	2,955,965.26 **

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**TO PROVIDE A CONTRIBUTION FOR ATTORNEY
FEES INCURRED BY RICHARD MEEKER**

WHEREAS, Richard Meeker has been employed by the City of Kenosha in Protective Services-Fire Fighting since September 6, 1988; and,

WHEREAS, Richard Meeker most recently has been serving in protective service with the title of Division Chief for Quality Control and Public Health, having previously served as Division Chief of Emergency Medical Services; and,

WHEREAS, Richard Meeker indicated in a hearing before the Finance Committee that he perceived persecution from members of the Fire Department while he served in the capacity Division Chief of Emergency Medical Services; and,

WHEREAS, said perception of perceived persecution was in part based upon personal experience and in part upon his observations of others who have served in the Emergency Medical Services Division or had worked closely with this Division, which others had left the employment of the City while allegedly being persecuted; to wit, Division Chief of Training Matthew Hurtienne and Assistant Division Chief of Emergency Medical Services Leif Erickson, and,

WHEREAS, the facts surrounding the perception of Division Chief Meeker were complex to the point that attorneys representing the City came to differing opinions of the potential liability to the City; and

WHEREAS, in making a request for reimbursement of some of his legal expenses, Mr. Meeker indicated to the Finance Committee that he has incurred legal expenses in the approximate amount of _____; and,

WHEREAS, the Common Council finds that Division Chief Meeker's request for reimbursement differs from other instances of requests for reimbursement in that his perception,

although erroneous was not unreasonable; that the facts of Division Chief Meeker's situation were complex resulting in certain advice from City officials upon which Division Chief Meeker acted; and that the result of Division Chief Meeker's disagreement with the City was a settlement acceded to by Division Chief Meeker without resort to litigation, which settlement included a result that addressed some of his concerns; and,

WHEREAS, although there was no wrong doing on behalf of City officials with regard to Division Chief Meeker, nonetheless, the Common Council finds this to be an extraordinary circumstance such that without establishing any precedent for reimbursement in any similar circumstance, the Finance Committee has been moved to recommend to the Common Council to reimburse Division Chief Meeker \$ _____ as a contribution toward his legal fees.

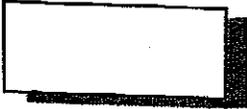
NOW THEREFORE, BE IT RESOLVED that despite there be no wrong doing perpetrated by any City official toward Division Chief Meeker, nonetheless, due to the extraordinary circumstances surrounding Division Chief Meeker's hiring of an attorney, the City of Kenosha hereby agrees to reimburse Division Chief Meeker \$ _____ toward legal fees incurred with regard to his adverse action toward the City.

Adopted this _____ day of _____, 2010.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney



SETTLEMENT AGREEMENT AND RELEASE

EMS Division Chief Richard Meeker ("Meeker") has filed a Notice of Claim pursuant to Wis. Stat. § 893.80, and has authorized his attorney to send correspondence to the City of Kenosha ("City") regarding legal action related to several job-related claims against the City and its employees. Meeker has asserted claims against the City alleging violations of the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et. seq.*, 42 U.S.C. § 1983, and Wis. Stats. § 62.13.

The City asserts that it has not violated any law with respect to Meeker and that Meeker has been treated as any other City employee. However, Meeker acknowledges that the City does not admit to any wrongdoing by entering into this Agreement. The parties have entered into this Agreement to move forward and avoid the cost and uncertainty of litigation and to settle all claims asserted by Meeker (except as provided herein).

THEREFORE, IT IS AGREED:

1. CONSIDERATION AND CITY'S OBLIGATIONS.

1.1 In consideration of the release and undertakings set forth below Meeker will be transferred to the position of Division Chief for Quality Control and Public Health ("Division Chief") under supervision of the Director of Kenosha City/County Joint Services.

- (a) As Division Chief, Meeker will receive the same benefits as other exempt officers of the City of Kenosha Fire Department.
- (b) Meeker will receive the same across the board wage increase as other exempt officers of the City of Kenosha Fire Department.

- (c) In the event that the Kenosha City/County Joint Services dissolves, Meeker will be assigned to the same position in the City's dispatch center.
 - (d) The City agrees that Meeker can continue to use the City vehicle assigned to Meeker. The City agrees to maintain and replace the vehicle as necessary. Meeker can only use the vehicle as permitted under Fire Department guidelines. The vehicle cannot be used for personal use.
 - (e) The City agrees that Meeker can continue to use the Department laptop assigned to Meeker. Meeker can use the laptop only for work related purposes and not for personal use. Also, it is expected that he will make use of the computer resources available to him at the Dispatcher Center for any job related computer use.
 - (f) Meeker's hours of work in his position with the Kenosha City/County Joint Services will normally be Monday through Friday, with a regular starting time between 7 and 8:30 a.m., The work day is eight hours with an additional one half hour unpaid lunch break. The parties recognize that while Meeker has general discretion to begin work between 7 and 8:30 a.m., the hours may be flexible on occasion to meet the needs of the Dispatch Center, as determined by the Director of Kenosha City/County Joint Services.
-

(g) The City agrees to remove any written reprimands from Meeker's personnel file or any other file at the City through the date hereof.

(h) Any job reference or inquiry relating to Meeker shall only be responded to by the City's Director of Human Resources and Meeker shall endeavor to direct all such inquiries to the City's Director of Human Resources, who shall confirm only dates of employment, rate(s) of pay and job titles/duties.

1.2 Meeker acknowledges the sufficiency of the consideration.

2. MEEKER'S OBLIGATIONS

2.1 Meeker is required to participate in good faith in all training and maintain all certifications required by the Fire Department for Division Chiefs, and shall be fairly evaluated. Meeker will be provided the same opportunity to take any classes required for certifications as other Division Chiefs..

2.2 Meeker acknowledges the terms of the job description attached hereto as Exhibit A and affirms that to the best of his ability he will perform the duties and responsibilities of this position.

2.3 The City and Meeker recognize and agree that, although Meeker is an officer in the Fire Department, only the current Director of Kenosha City Joint Services (or any successor) can discipline him. Meeker shall, at all times, have the rights and protections as provided under § 62.13 Wis. Stats. in connection with any such discipline.

3. RELEASE AND PROMISE NOT TO SUE.

3.1 In consideration of the undertaking set forth in this agreement, Meeker, on behalf of himself, his heirs, beneficiaries, successors and assigns, full and forever releases and discharges the City and its insurers, agents, directors, officers, employees and representatives from any and all claims, demands, liabilities, rights of action and damages whatsoever, whether known or unknown, anticipated or unanticipated, arising out of or in any way connected with Meeker's employment with the City (except for any claim by Meeker for his legal fees incurred in connection with this matter to date, and which claims shall not be the subject of any state or federal court lawsuit). This includes, but is not limited to, a release of any rights or claims Meeker may have under any federal, state, or local law, including, but not limited to, the Americans With Disabilities Act, the Rehabilitation Act, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the federal Family and Medical Leave Act, the Wisconsin Family and Medical Leave Act, the Wisconsin Fair Employment Act, Wis. Stat. § 62.13, 42 U.S.C. § 1981, 42 U.S.C. § 1983 and any other state law counterparts.

3.2 By this Agreement, Meeker intends to extinguish any and all claims he has against the City for anything arising out of or in any way connected with his employment with the City arising up to the date of this Agreement.

4. NO ADMISSION OF LIABILITY.

The negotiation and signing of this Agreement does not mean that either party acted wrongfully or unlawfully toward the other party. In making this Agreement, the City adamantly denies that it has violated any law with respect to Meeker or that it has otherwise breached any legal obligation to him. Meeker acknowledges that the City makes no admission of any

wrongdoing by entering into this Agreement. The parties have entered into this Agreement to buy their peace and to avoid the cost of litigation.

5. REPRESENTATIONS.

5.1 Meeker represents he has complete authority to accomplish the actions and undertake the obligations stated in this document.

5.2 Meeker represents and agrees that prior to signing this Agreement, the City fully advised him, in writing, by this paragraph, to consult with an attorney of his choosing and that he has done so. Meeker further represents and agrees that the City gave him at least twenty-one (21) days to consider this Agreement. Regardless of whether Meeker chooses to consider this Agreement for the entire 21-day period, Meeker acknowledges that his execution of this Agreement is knowing and voluntary, without any undue influence, duress, coercion, or any type of pressure by the City.

5.3 Meeker acknowledges that, in executing this Agreement, he relied upon his own knowledge of the facts and upon statements of law and facts made to him by his counsel; he has not relied upon or received any representations, statements of fact or promises other than as stated above to induce him to enter into this Agreement; and this Agreement constitutes the entire agreement between the parties.

6. RIGHT TO RESCIND.

Meeker has been informed of his right to rescind this Agreement insofar as it extends to any potential claims under the Age Discrimination in Employment Act. Meeker may rescind his release of any claims arising out of the Age Discrimination in Employment Act within seven (7) calendar days following execution of this Agreement. To be effective, notice of rescission must be in writing and delivered, either by hand or mail, to Daniel G. Vliet, Davis & Kuelthau, s.c.,

111 East Kilbourn Avenue, Suite 1400, Milwaukee, Wisconsin 53202, within the applicable rescission period. If notice of rescission is delivered by mail, it must be:

- (a) postmarked within the rescission period;
- (b) properly addressed to Daniel G. Vliet as set forth in this paragraph;
and
- (c) sent via certified mail, return receipt requested.

7. CONSTRUCTION AND APPLICABLE LAW.

7.1 This Agreement sets forth the entire intent of and understanding between the parties with respect to the subject matter of this agreement and supersedes all prior discussions, negotiations and agreements between them. Neither party shall be bound by any condition, definition, representation or warranty other than expressly provided in this Agreement or as subsequently set forth in writing and signed by the parties.

7.2 No failure on the part of either party to exercise, and no delay in exercising, any right or remedy provided in this Agreement, shall operate as a waiver of such right or remedy.

7.3 This Agreement shall be construed, governed and interpreted in accordance with the laws of Wisconsin. If any of its provisions are held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect any of the other provisions of this Agreement. It is the intent of the parties that the provisions of this Agreement are severable.

7.4 This Agreement may not be deemed or construed to have been modified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties to this Agreement.

8. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

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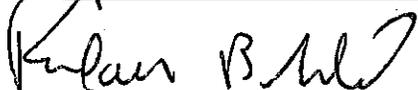
**PLEASE READ CAREFULLY
THIS AGREEMENT INCLUDES A RELEASE
OF ALL KNOWN AND UNKNOWN CLAIMS.**

Dated: June 11, 2009.


Richard Meeker

Subscribed and sworn to before me
this 11th day of June, 2009.

Notary Public, State of Wisconsin
My commission permanent.



Dated: June 11, 2009.

CITY OF KENOSHA


By: _____
Frank J. Pacetti/City Administrator

Subscribed and sworn to before me
this 11th day of June, 2009.

Notary Public, State of Wisconsin
My commission is permanent.



DIVISION CHIEF – Quality Control and Public Health

DEPT: Fire/City and County Joint Services

CHARACTERISTICS OF THE CLASS

This position status is a sworn protected class member of the City of Kenosha Fire Department. Under the direction of the Director of City and County Joint Services, this position is responsible for the development, delivery and maintenance of quality and effective Emergency Medical Dispatch (EMD) education/training programs to reduce employee and public health risks. The incumbent is responsible for training & education of Emergency Medical Dispatching within the dispatch center. Responsibilities include maintaining confidential records. This position also functions as a community advocate for Joint Services dispatchers. Performs other duties as required or assigned by the Joint Services Director.

EXAMPLES OF ESSENTIAL FUNCTIONS (illustrative only)

- Develops and coordinates in-service medical training programs for the City and County Joint Services Dispatch Center to ensure emergency medical calls are properly handled in the initial phase to ensure proper instructions are being provided to callers, as well as to the EMS providers.
- Responsible for recertification and training of Emergency Medical Dispatchers on new medical standards under the direction of the EMD Physician Medical Director.
- May participate in long-range strategic planning of EMD services.
- Attends meetings when necessary.
- Demonstrates emergency medical service (EMS) performance skills to dispatchers.
- Analyzes and interprets technical manuals and protocols.
- Prepares and submits reports and written correspondence; complies and maintains accurate records and statistical data.
- Responsible for training Joint Services employees on CPR/Defibrillator training program for dispatchers.
- May participate in new employee orientation as it relates to Emergency Medical Dispatching.
- May work with the EMD Physician Medical Director and Joint Service Director to address quality of public health care issues that may arise from EMD services.
- May act as a liaison with other agencies and/or community groups relative to Joint Services' Emergency Medical Dispatching education/training programs under the direction of Joint Service Director.
- Attends available EMD training or other in-services/education to maintain current on the latest EMD or EMS practices to teach employees.
- Participate in career recruitment efforts for dispatchers.
- Reviews and develops organizational policies on general health issues (i.e. Infectious disease control) and educates Joint Services employees on same.
- Performs other duties as required or assigned by the Joint Service Director.

REQUIREMENTS

Training and Experience:

High school diploma or GED; Bachelor's degree in Public Administration desired; supplemented by three (3) years of experience as a paramedic. Maintain certification as a paramedic, and Advanced Cardiac Life Support. Additionally must maintain current in CPR Instructor certification.

Knowledge, Abilities, and Skills:

- General knowledge of dispatching procedures and practices.
- Knowledge of Emergency Medical Dispatch procedures.
- Knowledge of emergency medical technology techniques and methodologies, including basic and advanced life support.
- Knowledge of City and County geography and of the location of roads and streets.
- Ability to express ideas clearly and concisely, orally and in writing.
- Ability to be flexible to work some evening and night hours to provide EMD education or to evaluate the quality of EMD services offered by Joint Services.
- Understands general principles of quality care review methods relating to Emergency Medical Dispatching.
- Ability to organize work, coordinate resources and review work performed by Dispatchers.
- Ability to be in a stressful work environment when the dispatch center is under high demand.
- Able use of Microsoft Office, including word, excel, and power point, outlook and CISCO computer programs.
- Must be able to Multi-task.
- Ability to maintain confidentiality of medical information where appropriate.

Physical Requirements:

Task may involve the regular, and at times sustained, performance of heavier physical tasks such as walking over rough or uneven surfaces, bending, stooping, working in confined spaces, and lifting or carrying moderately heavy (20-50 pound) items and occasionally very heavy (100 pounds or over) items; or may also involve the complex operation of gasoline, electric, or diesel-powered machinery or shop equipment requiring the manipulation of multiple controls, fine adjustments or both.

Environmental Requirements: Task may require frequent exposure to adverse environmental conditions.

Sensory Requirements:

Task requires color, sound, odor, depth, and visual perception and discrimination.

Additional Requirements:

Possession of a valid driver's license and a good driving record.

Protected Services; FLSA Status; Exempt

Revised 6/11/09