

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, August 3, 2009
7:00 P.M.

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meetings held July 20, and July 27, 2009.
Matters referred to the Committees by the Mayor.
Presentation, Commendations and Awards by Mayor.
Awards and Commendations from Boards, Commissions, Authorities and Committees.

CITIZENS' COMMENTS

A. REFERRALS

TO THE COMMITTEE ON FINANCE

- A.1. Sale of land at 4624 73rd Place from City of Kenosha to Philip and Barbara Pofahl, District #15. (Also Refer to City Plan Commission and Board of Park Commissioners)

TO THE PUBLIC WORKS COMMITTEE

- A.2. To Amend the Official Map for the City of Kenosha, Wisconsin, to include the designation of 14th Avenue from 25th Street to 31st Street as a future street, pursuant to Section 62.23(6), Wisconsin Statutes, District 1. (Also Refer to City Plan Commission)
- A.3. Developers Agreement between JH Bristol, LLC, the City of Kenosha and the Kenosha Water Utility for property generally south of 60th Street at approximately 126th Avenue, District #17. (Hawk's Ridge Subdivision) (Also Refer to City Plan Commission and Board of Water Commissioners)
- A.4. Warranty Deed for dedication of 60th Street right-of-way at approximately 126th Avenue, District #17. (Greco Investments) (Also Refer to City Plan Commission)

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

- A.5. A.6. Proposed Ordinance by Alderman Juliana -To Repeal and Recreate Section 11.02 E. of the Code of General Ordinances Regarding Objectionable Language.
- A.6. Proposed Ordinance by Alderman Juliana and Alderman Nudo – To Create Section 7.192 C.4., to Renumber Sections 7.129 E., F. and G. as 7.129 F., G. and H.; and, to Create Section 7.129 E. Regarding Semicab Parking Permits.

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

- B.1. Approval of the following applications per list on file in the Office of the City Clerk:
- a. _____ Operator's (Bartenders) license(s).
 - b. _____ Transfer of Agent Status of Beer and/or Liquor license(s).
 - c. _____ Special Class "B" Beer and/or Special "Class B" Wine license(s).
 - d. _____ Taxi Driver License(s).

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

(Back-up Copies Provided by City Clerk)

- C.1. Approve the Following Applications for New Operator's (Bartender) licenses, subject to:

-25 demerit points:

- a. Janelle Christiansen
- b. Natalie Hammond

-50 demerit points:

- c. Caitlin Hanrahan
- d. David Martinez
- e. Kaylyn Schlenker
- f. William Smith

-60 demerit points:

- g. Michael Hill

-75 demerit points:

- h. Andrew Grasser
- (Ayes 3: Noes 0) **HEARING**

- C.2. **DENY** the Following Applications for New Operator's (Bartender) licenses, based on material police record & false application:

- a. Jason Matuzur
- b. Laura Saarnio
- c. Syed Shah

(Ayes 3: Noes 0) **HEARING**

- C.3. **DENY** Application of Aces LLC, (*Richard Yuenkel, Agent*), for a Class "B" Beer/"Class B" Liquor License located at 2901 60th Street, (Aces) based on **density**. (11th District) (Ayes 3: Noes 1: Abstain 1) **HEARING**

- C.4. Approve Application of Appetize Inc., (*David Lindenstruth, Agent*), for a Class "B" Beer/"Class B" Liquor License located at 7214 Green Bay Road, (*HuHot Mongolian Grill*). (17th District) (Ayes 5: Noes 0) **HEARING**
- C.5. Approve the Following Applications for Outdoor Area Amplified Music and/or Cabaret with No Adverse Recommendations:
a. Kathleen Bezotte, 4619 8th Avenue (*Cheers*), August 8, 2009 (2nd District)
b. Danny Gervais, 5305 60th St. (*Georges Club Highview*), August 8, 2009(16th District) (Ayes 5: Noes 0) **HEARING**
- C.6. **DENY** Application of Eva Lagunas, 3200 60th Street, (*El Caporal Restaurant*), for a Cabaret License (*1-year term*) based on **density**. (11th District) (Ayes 4: Noes 0) **HEARING**
- C.7. Application of McDonald Institute, LLC (*Terry McDonald, Agent*), to Change the Closing Hours of the Outdoor Extension of the Class "B" Beer/"Class B" Liquor License Located at 5611-6th Avenue (*Wine Knot Bar & Bistro*) to 1:30 am to 8:00 am. (2nd District) (L/P-Recommendation Pending) **HEARING**

D. ORDINANCES 1st READING

- D.1. By Alderperson Ray Misner - To Repeal and Recreate Section 1.01 Entitled "Common Council". (*PW-Ayes 4: Noes 1 & PSW-Ayes 3: Noes 0 -to approve with amendment to remove "continuous" from B.d., and add B.e. "Any alderman may be excused by the Common Council President from performing required duties"; Fin. & LP-Recommendation Pending*) (*Back-up Copies Provided by City Attorney*)
- D.2. By Alderperson Tod Ohnstad -To Repeal and Recreate Sections 10.075 E.1. And E.2., Regarding Waiver Applications. (LP-Ayes 4: Noes 0) (*Back-up Copies Provided by City Attorney*)

E. ZONING ORDINANCES 1st READING

- E.1. By the Mayor -To Rezone Property at 6912 Sheridan Road from B-2 Community Business District to RG-1 General Residential District (*in conformance with Section 10.02 of the Zoning Ordinance*). (3rd District) (Cornell) (CP-Ayes 8: Noes 0) (*Back-up Copies Provided by City Development*)
- E.2. By the Mayor -To Rezone Properties Located at 5910 and 5920 37th Avenue Avenue from RG-1 General Residential District to B-2 Community Business District (*in conformance with Section 10.02 of the Zoning Ordinance*). (11th District) (McMiller/Flores) (CP-Ayes 9: Noes 0) (*Back-up Copies Provided by City Development*)

F. ORDINANCES 2nd READING

G. ZONING ORDINANCES 2nd READING

H. RESOLUTIONS

- H.1. By the Finance Committee -To Amend the City of Kenosha Capital Improvement Program for 2009 to Provide for Funding of Engineering Costs for the 30th Avenue Road Work Project as Required to Receive Funding from the American Recovery and Reinvestment Act (ARRA) *(by Decreasing Line CO-02-001 "75th Street from 22nd Avenue to Seventh Avenue" by \$70,000 and Creating Line CO-09-005 "30th Avenue from 80th Street to 89th Street - ARRA" for \$1,422,070 with Outside Funding of \$1,352,070 for a Net Change of \$0)*. (9th, 13th and 14th Districts) (Fin.-Recommendation Pending; PW-Ayes 5: Noes 0; CP-Ayes 9: Noes 0) *(Back-up Copies Provided by City Development)*
- H.2. By the Finance Committee -To Amend the City of Kenosha Capital Improvement Program for 2009 by Moving Funds from the 75th Street Project *(due to less funding requirements from the City)* to Other Road Work Projects (87th Place-34th to 35th Avenues; 18th Avenue-41st Place to 43rd Streets; and 26th Avenue-80th Street to Lincoln Road)*(by Decreasing Line CO-02-001 "75th Street from 22nd Avenue to Seventh Avenue" by \$230,000 and Increase Line ST-93-002 "Resurfacing" by \$230,000 for a Net Change of \$0)*. (6th, 13th and 14th Districts) (Fin.-Recommendation Pending; PW-Ayes 5: Noes 0; CP-Ayes 9: Noes 0) *(Back-up Copies Provided by City Development)*
- H.3. By Committee on Public Works - Declaring Intent to Levy Special Assessments for Hazardous Sidewalk and/or Driveway Approach *(Project #09-1021, Resurfacing Phase IV, 26th Avenue -80th Street to Lincoln Road)*. (13th District) (PW-Ayes 5: Noes 0) *(Back-up Copies Provided by Public Works)*
- H.4. By Committee on Public Safety and Welfare -To Designate as "30 Minute Parking, 6:00 a.m. -7:00 p.m., Monday through Friday, Except Holidays", the East Side of 26th Avenue from 66th Street South Approximately Sixty-Five (65') Feet. (12th District) (PSW-Ayes 4: Noes 0) *(Back-up Copies Provided by City Attorney)*
- H.5. By Committee on Public Safety and Welfare -To Place an Adult School Crossing Guard at the Intersection of 65th Street and Sheridan Road for Morning Arrivals and Afternoon Dismissal Periods. (2nd District) (PSW-Ayes 4: Noes 0) *(Back-up Copies Provided by City Attorney)*

- H.6. By Board of Water Commissioners -Levying Special Assessments Against Benefited Property for Sanitary Sewer Mains and Stubs and Water Mains and Services (County Highway "N" from County Highway "S" west to Interstate 94 (I-94)). (Water Commission - Ayes 5: Noes 0) *(Back-up Copies Provided by Water Utility)*
- H.7. By Board of Water Commissioners - That the Common Council of the City of Kenosha, Wisconsin, Recognize the Efforts of Kenosha Water Utility Employees Involved in the Innovative, Educational Outreach "Adventure Kids Learning Expedition"; and, to Congratulate Them on Being Recipients of the 2009 AWWA Section Education Award. (Water Commission - Ayes 5: Noes 0) *(Back-up Copies Provided by Water Utility)*

I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR
(Back-up Copies Provided by Administration)

- I.1. Appointment of Jeanette Stevenson to the Keep Kenosha Beautiful Commission for a term to expire May 1, 2010 *(to fulfill an unexpired term)*. *(Deferred July 20, 2009)*
- I.2. Reappointment of Paul Hegland to the Kenosha Area Tourism Corporation Board of Directors for a term to expire May 1, 2012. *(Deferred July 20, 2009)*
- I.3. Appointment of John Andersen, to the Airport Commission for a term to expire May 1, 2015. *(Deferred July 20, 2009)*
- I.4. Appointment of Len Iaquina, to the Library Board for a term to expire July 1, 2012. *(Deferred July 20, 2009)*
- I.5. Appointment of Frank Pacetti to the Kenosha Area Tourism Corporation Board of Directors for term to expire May 1, 2012.
- I.6. Appointment of Charles W. Bradley to the Police and Fire Commission for a term to expire the first May 3, 2010 *(to fulfill an unexpired term)*.

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

- 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)* *(Stormwater Utility -Ayes 5: Noes 0)* *(Back-up Copies Provided by Public Works)*

- K.2. Contract between the City of Kenosha and the State of Wisconsin Department of Commerce (*Neighborhood Stabilization Program Contract*). (Fin.-Recommendation Pending) (*Back-up Copies Provided by City Development*)

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. Disbursement Record #13 – \$5,221,746.92. (Fin.-Recommendation Pending) (*Back-up Copies Provided by Finance*)
- L.2. HOME Program Overview and Revisions to the 2007 and 2008 Program Descriptions. (Fin.-Recommendation Pending) (*Back-up Copies Provided by City Development*) **PUBLIC HEARING**

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- M.1. 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) (PW-Ayes 5: Noes 0; Park Commission - Ayes 4: Noes 0)
 - b. #05-1416 Anderson Park Skateboard Park (*8730 -22nd Avenue*)- \$155,788.42. (9th District) (PW-Ayes 5: Noes 0; Park Commission - Ayes 5: Noes 0) (*Back-up Copies Provided by Public Works*)

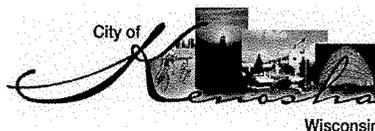
N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

OTHER

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

LEGISLATIVE REPORT
MAYOR'S COMMENTS
ALDERMEN'S COMMENTS

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



**KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
Monday, July 20, 2009**

At a meeting of the Common Council held this evening, His Honor, Acting Mayor G. John Ruffolo presided. The meeting was called to order at 7:05 p.m. Acting Mayor Ruffolo advised he would be voting as an Alderperson this evening.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Moldenhauer, Holland, Ruffolo, Carpenter, Ohnstad, Juliana, Marks, Ruef, Kennedy, Nudo, Misner, Prozanski, Orth, Downing and Bogdala. Excused: Alderperson Casey.

The invocation was given by Alderperson Holland.

Acting Mayor Ruffolo then led the Council in the Pledge of Allegiance to the American Flag.

It was moved by Alderperson Carpenter, seconded by Alderperson Misner, to approve the minutes of the meeting held July 6, 2009.

Motion carried unanimously.

Citizen's Comments: None.

A. REFERRALS

TO THE COMMITTEE ON FINANCE

A.1. Proposed Ordinance by Alderperson Ray Misner - To Repeal and Recreate Section 1.01 of the Code of General Ordinances, Entitled "Common Council".

TO THE PUBLIC WORKS COMMITTEE

A.2. Petition to vacate a portion of 66th Street west of 34th Avenue, District 11. (Halcomb/Nudo)

TO THE CITY PLAN COMMISSION

A.3. Petition to rezone property at 6912 Sheridan Road from B-2 Community Business District to RG-1 General Residential District in conformance with Section 10.02 of the Zoning Ordinance, District 3. (Cornell)

A.4. Petition to rezone properties located at 5910 and 5920 37th Avenue from RG-1 General Residential to B-2 Community Business District in conformance with Section 10.02 of the Zoning Ordinance. District #11 (McMiller/Flores)

**B. COMMUNICATIONS,
PETITIONS, REPORTS
OF DEPARTMENTS**

B.1. It was moved by Alderperson Nudo, seconded by Alderperson Ohnstad, to approve:

a. 24 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.

b. There were no application(s) for a transfer of agent status of Beer and/or Liquor licenses, per list on file in the office of the City Clerk.

c. 1 application(s) for a special Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.

d. There were no application(s) for a Taxi Driver's license per list on file in the office of the City Clerk.

On a voice vote, motion carried.

B.2. It was moved by Alderperson Downing, seconded by Alderperson Carpenter, to receive and file Communication Regarding Beer/Liquor Licenses Declared Null and Void for Failure to Renew.

On roll call vote, motion carried unanimously.

B.3. It was moved by Alderperson Nudo, seconded by Alderperson Misner, to separate action on requests for Density Exceptions, Community Based Residential Facilities:

a. Six-bed - 9211 66th Street (17th District)

b. Five-bed - 5915 67th Street (17th District)

c. Five-bed - 8212 61st Street (17th District)

d. Six-bed - 3216 29th Street (5th District) (Crabtree)

A public hearing was held. Mr. Crabtree was present and spoke in favor of B.3.a. And B.3.d.

- B.3.1. It was moved by Alderperson Carpenter, seconded by Alderperson Misner to approve B.3.a. On a voice vote, motion carried.
- B.3.2. It was moved by Alderperson Nudo, seconded by Alderperson Juliana to deny B.3.b. based on withdrawal letter. On a voice vote, motion carried.
- B.3.3. It was moved by Alderperson Nudo, seconded by Alderperson Juliana to deny B.3.c. based in withdrawal letter. On a voice vote, motion carried.
- B.3.4. It was moved by Alderperson Ruef, seconded by Alderperson Carpenter to approve B.3.d. On a voice vote, motion carried.
- B.4. It was moved by Alderperson Nudo, seconded by Alderperson Carpenter, to approve request for a Distance Exception for a four-bed Adult Family Home/Community Living Arrangement to be located at 6525 94th Avenue. (17th District). (Rasmussen)
On a voice vote, motion carried.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

- C.1. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to approve applications for new Operator's (Bartender) licenses, subject to:
 - 25 demerit points:
 - a. Jeanette Crump
 - b. Egidio Infusino, Jr.
 - 50 demerit points:
 - c. Juan Herrera
 - d. Mark Moran
 - e. Amrinder Singh
 - 60 demerit points:
 - f. Jennifer Smith
 - 75 demerit points:
 - g. Sara Quiroz

A hearing was held. The applicants did not appear. On a voice vote, motion carried.
- C.2. It was moved by Alderperson Misner, seconded by Alderperson Downing, to approve application of Jose Hernandez for a new Operator's (Bartender) license, subject to 85 demerit points. A hearing was held. The applicant did not appear. On a voice vote, motion carried.
- C.3. It was moved by Alderperson Misner, seconded by Alderperson Kennedy, to approve application of Rochester Foster for a new Operator's (Bartender) license, subject to 75 demerit points.
A hearing was held. The applicant did not appear. On a voice vote, motion carried.
- C.4. It was moved by Alderperson Ruef, seconded by Alderperson Kennedy, to DENY application of Jesse Glithero for a new Operator's (Bartender) license based on material police record and false application.
A hearing was held. The applicant did not appear. On a voice vote, motion carried.
- C.5. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to approve the following applications for renewal of Operator's (Bartender) licenses, subject to:
 - 0 demerit points:
 - a. Vanessa Jamaica
 - 25 demerit points:
 - b. Ryan Katers
 - c. Cole Krause
 - d. Mark McGuigan-Weber
 - 50 demerit points:
 - e. Kimberly Cantrell
 - f. Manpreet Kehal
 - g. Micole Miga
 - 75 demerit points:
 - h. Torri Audorff
 - i. Flora Vargas

A hearing was held. Applicant i., Flora Vargas was present and spoke. On a voice vote, motion carried.
- C.6. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to approve the following applications for

renewal of Operator's (Bartender) licenses, subject to:

-85 demerit points:

a. Alyssa Freundorfer

-non-renewal/revocation hearing:

b. Steven Pierangeli

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

C.7. It was moved by Alderperson Ohnstad, seconded by Alderperson Juliana, to approve application of Sir Arthur's Tavern (Camelot Catering) for an Outdoor Area Amplified Music and/or Cabaret license located at 3501 14th Avenue for July 31, 2009 from 7:00 pm to 10 pm with no adverse recommendations. (6th District)

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

C.8. It was moved by Alderperson Juliana, seconded by Alderperson Nudo, to approve applications for Cabaret Licenses (1- year term) with no adverse recommendations:

a. Joan & Ken's Country Inn (3021 60th Street) (11th District)

b. The Nook Cafe (5703 6th Avenue) (2nd District)

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

C.9. It was moved by Alderperson Juliana, seconded by Alderperson Ohnstad, to approve application of Christine Isham for a Secondhand Article Dealer's License and Secondhand Jewelry Dealer's License located at 1916 52nd Street, (Monica's Thrift Shop). (7th District)

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

C.10. It was moved by Alderperson Moldenhauer, seconded by Alderperson Juliana, to approve application of BBRP, Inc. to Change the Closing Hours of the Outdoor Extension of the Class "B" Beer/"Class B" Liquor License Located at 707-56th Street (Pazzo) to 1:30 am to 8:00 am. (2nd District) A hearing was held. The applicant did not appear. On a voice vote, motion carried.

D. ORDINANCES 1ST READING

E. ZONING ORDINANCES 1ST READING

F. ORDINANCES 2ND READING

G. ZONING ORDINANCES 2ND READING

H. RESOLUTIONS

H.1. It was moved by Alderperson Prozanski, seconded by Alderperson Carpenter, to adopt Resolutions 88-09 through 91-09. A hearing was held. No one spoke. On roll call vote, motion carried unanimously and said resolutions were thereupon adopted as follows:

a. RESOLUTION NO. 88-09

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 2009, in the total amount of \$17,754.50, 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 20th day of July, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

b. RESOLUTION NO. 89-09

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Reinspection Fees

BE IT RESOLVED, that special assessments for reinspection fees during 2009, in the total amount of \$1,250.00, 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 22nd day of July, 2009.

On roll call vote, motion carried unanimously.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

**c. RESOLUTION NO. 90-09
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 2009, in the total amount of \$1,604.03, 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 22nd day of July, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

**d. RESOLUTION NO. 91-09
BY: FINANCE COMMITTEE**

To Specially Assess Certain Parcels of Property for Razing/Pre-Razing of Structures

BE IT RESOLVED, that special assessments for razing/pre-razing of structures during 2009, in the total amount of \$20,325.44, 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 22nd day of July, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

It was moved by Alderperson Prozanski, seconded by Alderperson Nudo, to adopt Resolutions 92-09 through 94-09 (H.2. Through H.4.). On roll call vote, motion carried unanimously (with Alderman Misner voice voting no on Resolution 94-09) and said resolutions were thereupon adopted as follows:

**H.2. RESOLUTION NO. 92-09
BY: Finance Committee**

To Amend the City of Kenosha Capital Improvement Program for 2009 and 2010 by moving 2010 Authorization to 2009 Authorization for Line CO-02-001

"75th Street from 22nd Avenue to 7th Avenue" for a net change of \$0

WHEREAS, this State of Wisconsin construction project phase has been moved from 2010 to 2009 by the state; and WHEREAS, the State is funding approximately \$1,300,000 of the construction costs for the project; and WHEREAS, the above Amendment to the Capital Improvement Program has been approved by the City Plan Commission on July 9, 2009, the Public Works Committee on July 13, 2009 and the Finance Committee on July 20, 2009; and NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the Capital Improvement Program is amended as follows:

<i>Line Item</i>	<i>Descrip-tion</i>	<i>Original Authoriz-ation</i>	<i>Authoriz-ation Adjust-ment</i>	<i>Amend-ed Authoriz-ation</i>
CO-02-001	75th Street from 22nd Avenue to 7th Avenue (2010)	3,818,000	(3,818,000)	-0-
CO-02-001	75th Street from 22nd Avenue to 7th Avenue (2009)	-0-	3,818,000	3,818,000

Adopted this 22nd day of July, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.3. RESOLUTION NO. 93-09

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program by Deleting

Line CO-08-001 "I-94 STH 50 to 60th Street" for 2011 \$1,000,000 and 2013 \$1,000,000 and Increasing Line CO-09-001 "West Side Frontage Road Between County Highway K and STH 50" for 2010 \$2,000,000; and To Amend Line CO-09-001 by Moving 2012 Authorization balance of \$175,000 to 2010 with outside funding of \$1,500,000 in 2009 and \$2,175,000 in 2010 for a Net Decrease of \$3,675,000

WHEREAS, the Memorandum of Understanding (MOU #3) between the City of Kenosha and the Wisconsin Department of Transportation regarding improvements needed for the I-94 reconstruction project was adopted by the Common Council on June 15, 2009; and WHEREAS, the above Amendment to the Capital Improvement Program has been approved by the City Plan Commission on July 9, 2009, the Public Works Committee on July 13, 2009 and the Finance Committee on July 20, 2009; and NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the Capital Improvement Program is amended as follows:

<i>Line Item</i>	<i>Description</i>	<i>Available Balance</i>	<i>Authoriz-ation Adjustment</i>	<i>Amended Authoriz-ation</i>
CO-08-001	I-94 - STH 50 to 60th Street (2011)	1,000,000	-1000000	-0-
CO-08-001	I-94 - STH 50 to 60th Street (2011)	1,000,000	(1,000,000)	-0-

Adopted this 22nd day of July, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.4. RESOLUTION NO. 94-09

BY: THE MAYOR

TO PETITION THE STATE OF WISCONSIN SECRETARY OF TRANSPORTATION FOR AIRPORT IMPROVEMENT AID, AND DESIGNATING THE WISCONSIN SECRETARY OF TRANSPORTATION AS PETITIONER'S/SPONSOR'S AGENT, AND MAKING CERTAIN ASSURANCES

WHEREAS, the City of Kenosha, Kenosha County, Wisconsin, hereinafter referred to as the "Petitioner/Sponsor", being a municipal body corporate of the State of Wisconsin, is authorized by Section 114.11, Wisconsin Statutes, to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an Airport; and,

WHEREAS, the Petitioner/Sponsor desires to improve the Kenosha Regional Airport, Kenosha County, Wisconsin, which it owns and operates, and herein petitions the Federal and State Government for Federal and/or State aid; and,

H.5. WHEREAS, this Petition (Resolution) for Airport improvements has been referred to the Airport Commission for its consideration and report prior to Common Council action; and,

WHEREAS, following a duly noticed public hearing, the Airport Commission on the 27th day of May, 2009, in accordance with Chapter 114.33(2), Wisconsin Statutes, as amended, recommend adoption of this Petition (Resolution) to the Common Council. The minutes/transcript of the hearing are transmitted with the Petition (Resolution) to the Secretary of the Wisconsin Department of Transportation (hereinafter "Secretary"); and,

WHEREAS, the Petitioner/Sponsor is required by Section 114.32(5), Wisconsin Statutes, to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes, and such is the purpose of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a petition for Federal and/or State aid, is made as follows:

The Petitioner/Sponsor, desiring to improve Kenosha Regional Airport with Federal and/or State aid (hereinafter "Airport Improvement Project"), in accordance with the applicable State and Federal laws, respectfully represents and states:

1. That the Airport, which it desires to improve, generally conforms to the requirements for a General Aviation-type airport as defined by the Federal Aviation Administration.
2. That the character, extent, and kind of improvements desired under the Airport Improvement Project are as follows: Master Plan Study.
3. That this Airport Improvement Project is necessary to meet the existing and future needs of the Airport.

It is recognized that the improvements petitioned for, as listed, will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the Airport

Improvement Project described above, which are to be paid by the Petitioner/Sponsor to the Secretary of the Wisconsin Department of Transportation to be held in trust for the purposes of the Airport Improvement Project; any unneeded and unspent balance after the Airport Improvement Project is completed is to be returned to the Petitioner/Sponsor by the Secretary; the Petitioner/Sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the Airport Improvement Project as described above; the Secretary shall have the right to suspend or discontinue the Airport Improvement Project at any time additional monies are found to be necessary by the Secretary, and the Petitioner/Sponsor does not provide the same.

BE IT FURTHER RESOLVED that the Secretary is hereby designated as Petitioner's/Sponsor's agent and is requested to agree to act as such in matters relating to the Airport Improvement Project described above, and is hereby authorized as its agent to make all arrangements for the improvement and final acceptance of the completed Airport Improvement Project, whether by contract, agreement, force account, or otherwise; and particularly, to accept, receive, receipt for and disburse Federal monies, or other monies, either public or private, for the improvement of the Airport; and to supervise the work of any engineer, appraiser, negotiator, contractor, or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the Federal Government, and to comply with all Federal and State laws, rules and regulations relating to Airport Development Projects.

BE IT FURTHER RESOLVED that the Petitioner/Sponsor agrees to maintain and operate the Kenosha Regional Airport in accordance with certain conditions established in Chapter Trans. 55, Wisconsin Administrative Code, and in accordance with Petitioner/Sponsor's assurances enumerated in a Federal Grant Agreement.

BE IT FURTHER RESOLVED that the Mayor and City Clerk/Treasurer be authorized to sign and execute the Agency Agreement and Federal Block Grant Owner Assurances and any other required or necessary documents related to Airport Project.

Adopted this 20th day of July, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

I. APPOINTMENTS/ REAPPOINTMENTS BY THE MAYOR

It was moved by Alderperson Prozanski, seconded by Alderperson Ohnstad, to approve I.1. through I.4.

It was then moved by Alderperson Haugaard, seconded by Alderperson Carpenter to defer action on items I.1. through I.4. for two weeks.

I.1. Appointment of Jeanette Stevenson to the Keep Kenosha Beautiful Commission for a term to expire May 1, 2010 (to fulfill an unexpired term).

I.2. Reappointments to the Kenosha Area Tourism Corporation Board of Directors for a term to expire May 1, 2012:

a. Nick Arnold

b. Paul Hegland

I.3. Appointment of John Andersen, to the Airport Commission for a term to expire May 1, 2015.

I.4. Appointment of Len Iaquina, to the Library Board for a term to expire July 1, 2012.

On a voice vote, motion to defer appointments for two weeks carried.

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

It was moved by Alderperson Kennedy, seconded by Alderperson Carpenter, to approve:

K.1. 2009 Edward Byrne Justice Assistance Grant (JAG) Program Intergovernmental Agreement between the City of Kenosha and County of Kenosha.

On roll call vote, motion carried unanimously.

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

It was moved by Alderperson Kennedy, seconded by Alderperson Carpenter, to approve:

L.1. Disbursement Record #12 – \$16,839,442.93

On roll call vote, motion carried unanimously.

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

M.1. It was moved by Alderperson Kennedy, seconded by Alderperson Carpenter to approve Final Acceptance of Project 08-1215 Fire Suppression System – Main Garage and Stormwater Utility Building (6415 35th Avenue) by United States Fire Protection, (New Berlin, Wisconsin) - \$125,964.00. (11th District)

On roll call vote, motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved and seconded to adjourn at 8:08 p.m. On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**DEBRA L. SALAS
DEPUTY CITY CLERK**

**KENOSHA MUNICIPAL BUILDING
COUNCIL CHAMBERS ROOM 200**

July 27, 2009

At a special meeting of the Common Council held this evening, His Honor, Mayor Keith G. Bosman presided. The meeting was called to order at 4:56 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Holland, Ruffolo, Carpenter, Ohnstad, Juliana, Kennedy, Nudo, Casey, Misner, Orth, Downing and Bogdala. Excused: Alderpersons Haugaard, Moldenhauer, Marks, Ruef, and Prozanski.

A moment of silence was observed in lieu of the invocation.

Mayor Bosman then led the Council in the Pledge of Allegiance to the American Flag.

CITIZENS COMMENTS:

Yolanda Adams and Joe Brittelli spoke.

**B. COMMUNICATIONS,
PETITIONS, REPORTS
OF DEPARTMENTS**

B.1. It was moved by Alderperson Carpenter, seconded by Alderperson Holland to Approve of the following with no adverse recommendations:

a. Application of Yolanda Adams for a New Operator's (Bartender) License.

b. Application of the Urban League of Racine and Kenosha, Inc. for a Special Beer License (Temporary Class "B") for Fiesta Mexicana to be Held at Dairyland Greyhound Park on August 1, 2009.

On a voice vote, motion carried.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Kennedy, seconded by Alderperson Carpenter, to adjourn at 5:10 p.m.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**DEBRA L. SALAS
DEPUTY CITY CLERK**

C1-7

**Recommendations from the
Committee on Licensing/Permits
August 3, 2009**

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used)	Business Address
7/7/09	N533	6/30/11	Janelle R Christiansen	6/14/85	1003 69th St	Hatrix	2425 60th St

Check Here if No Adverse Record

Driver's License Status **VALID**

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-04-05	OPERATING WHILE SUSPENDED	GUILTY	Y	25


Item # C.1.a
City of Kenosha
Common Council Agenda
8/3/09

City Attorney Recommendation :

Offense Demerit Points (above) **25**

Were all offenses listed on application? * Yes No **0**

Total Demerit Points **25**

*Offense not listed = 25 demerit points.

X	Grant, Subject to	25	Demerit Points
DENY, based on material police record (substantially related to the license activity)			
DENY, based on material police record (substantially related to the license activity) & false application			

City Attorney Comments:

Operator (Barender) License Police Record Report
Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used)	Business Address
7/8/09	N542	6/30/11	Natalie R Hammond	10/26/87	609 58th St		

Check Here if No Adverse Record

Driver's License Status **VALID**

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
12-22-07	THEFT/SHOPLIFTING \$50-199	GUILTY-AMENDED CHARGE	Y	25


Item # C.1.b
City of Kenosha
Common Council Agenda
8/3/09

City Attorney Recommendation :

Offense Demerit Points (above) **25**

Were all offenses listed on application? * **Yes** **0**

Total Demerit Points **25**

*Offense not listed = 25 demerit points.

X	Grant, Subject to	25	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used)	Business Address
7/20/09	N-565	6/30/11	David M Martinez	12/29/65	3801 15th St Apt 2A		

Check Here if No Adverse Record

Driver's License Status **VALID**

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
07-05-08	OPERATING WHILE SUSPENDED	GUILTY	N	25


Item # C.1.d
City of Kenosha
Common Council Agenda
8/3/09

City Attorney Recommendation :

Offense Demerit Points (above)	25
Were all offenses listed on application?*	No
Total Demerit Points	50

*Offense not listed = 25 demerit points.

X	Grant, Subject to	50	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used)	Business Address
7/20/09	N-564	6/30/11	Kaylyn M Schlenker	5/10/89	908 Hayes Ave, Racine, WI 53405		

Check Here if No Adverse Record

Driver's License Status **VALID**


Item # C.1.e
City of Kenosha
Common Council Agenda
8/3/09

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03-18-08	UNDERAGE LIQUOR VIOLATION	GUILTY	N	25

City Attorney Recommendation :

Offense Demerit Points (above)	25
Were all offenses listed on application?*	No
Total Demerit Points	50

*Offense not listed = 25 demerit points.

X	Grant, Subject to	50	Demerit Points
DENY, based on material police record (substantially related to the license activity)			
DENY, based on material police record (substantially related to the license activity) & false application			

City Attorney Comments:

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used)	Business Address
7/14/09	N-553	6/30/11	William J Smith	6/18/85	9023 16th Ave	Panda Restaurant	8021 22nd Ave

Check Here if No Adverse Record

Driver's License Status **VALID**

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
09-17-05	OPERATING WHILE SUSPENDED	GUILTY	N	25
10-19-08	BATTERY/DOMESTIC VIOLENCE (Not charged)	DISPENDING	N	


Item # C.1.f
City of Kenosha
Common Council Agenda
8/3/09

City Attorney Recommendation :

Offense Demerit Points (above) **25**

Were all offenses listed on application? **No** **25**

Total Demerit Points **50**

*Offense not listed = 25 demerit points.

X	Grant, Subject to	50	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used)	Business Address
7/13/09	N-550	6/30/11	Michael R Hill	4/29/88	6322 73rd St Apt 103	Guttormsen's Recreation Ctr	5416 Green Bay Rd

Check Here if No Adverse Record

Driver's License Status **VALID**

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
05-16-07	N642812 DRUG/POSSESSION MARIJUANA	GUILTY	N	35


Item # C.1.g
City of Kenosha
Common Council Agenda
8/3/09

City Attorney Recommendation :

Offense Demerit Points (above)	35
Were all offenses listed on application?*	No
Total Demerit Points	60

*Offense not listed = 25 demerit points.

X	Grant, Subject to	60	Demerit Points
DENY, based on material police record (substantially related to the license activity)			
DENY, based on material police record (substantially related to the license activity) & false application			

City Attorney Comments:

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used)	Business Address
7/17/09	N-560	6/30/11	Andrew G-Grasser	9/2/84	3701 75th St		

Check Here if No Adverse Record

Driver's License Status **VALID**

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
02-04-06	BATTERY/SIMPLE ASSAULT	GUILTY	Y	25
03-17-07	OPERATING AFTER SUSPENSION (LNP)	GUILTY	N	25

 **Item # C.1.h**
City of Kenosha
Common Council Agenda
8/3/09

City Attorney Recommendation :

Offense Demerit Points (above) **50**

Were all offenses listed on application? * **No** **25**

Total Demerit Points **75**

*Offense not listed = 25 demerit points.

X	Grant, Subject to	75	Demerit Points
DENY, based on material police record (substantially related to the license activity)			
DENY, based on material police record (substantially related to the license activity) & false application			
City Attorney Comments:			

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used)	Business Address
6/8/09	N478	6/30/11	Jason J Matzur	11/17/75	4815 7th Ave	Boathouse	

Check Here if No Adverse Record

Driver's License Status **VALID**

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03-21-06	OPERATING WHILE SUSPENDED	GUILTY	N	25
09-22-06	OPERATING WHILE SUSPENDED	GUILTY	N	25
03-29-08	DRUG Miscd. 2008CF000337	GUILTY	Y	35
06-01-06	DRUG/PWID HARD DRUGS	GUILTY/REDUCED CHARGE	N	35
06-01-06	DRUG/PARAPHERNALIA SELL/P	GUILTY	N	25
06-01-06	RESIST/OBSTRUCT OFFICER	GUILTY	N	35
02-18-07	THEFT OTHER 200+ 2007CF000179 (3 counts Miscd)	GUILTY/REDUCE CHARGE	N	25X3=75

ACTIVE WARRANT: LOCAL ORDINANCE FRANKLIN POLICE DEPARTMENT - LARCENY BOND AMOUNT \$367.30 (06-08-06)

City Attorney Recommendation :

Offense Demerit Points (above) 255

Were all offenses listed on application? * No 25

Total Demerit Points 280

*Offense not listed = 25 demerit points.

Grant, Subject to	Demerit Points
DENY, based on material police record (substantially related to the license activity)	
X DENY, based on material police record (substantially related to the license activity) & false application	

City Attorney Comments:

**** ACTIVE WARRANT ****



Item # C.2.a
City of Kenosha
Common Council Agenda
8/3/09

**Operator (Bartender) License Police Record Report
Applicant Information**

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used)	Business Address
7/10/09	N-548	6/30/11	Laura L Sarrino	4/29/68	4531 21st Ave	Lighthouse Bistro	5130 4th Ave

Check Here if No Adverse Record

Driver's License Status **VALID**

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03-20-06	OPERATING WHILE SUSPENDED	GUILTY	N	25
04-05-06	OPERATING WHILE SUSPENDED	GUILTY	N	25
04-10-06	OPERATING WHILE SUSPENDED	GUILTY	N	25
04-11-06	OPERATING WHILE SUSPENDED	GUILTY	N	25
11-28-07	OPERATING WHILE INTOXICATED (2 nd Offense)	GUILTY	Y	50
05-31-05	ANIMAL/BARKING DOG	GUILTY	N	
05-31-05	ANIMAL AT LARGE	GUILTY	N	
04-21-06	THEFT OTHER \$1-49	GUILTY	Y	25
08-27-06	THEFT OTHER \$50-199	GUILTY	Y	25

City Attorney Recommendation :

Offense Demerit Points (above) **200**

Were all offenses listed on application? * **No** **25**

Total Demerit Points **225**

*Offense not listed = 25 demerit points.


Item # C.2.b
City of Kenosha
Common Council Agenda
8/3/09

Grant, Subject to **Demerit Points**

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

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

City Attorney Comments:

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used)	Business Address
7/7/09	N534	6/30/11	Syed T Shah	1/4/53	2536 W. Warrimont Ave #109, Milwaukee, WI 53221	60th St Citgo	4924 60th St

Check Here if No Adverse Record

Driver's License Status **VALID**

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
04-11-09	LIQUOR, SELL TO MINOR	Companion tickets - Guilty	N	25
04-11-09	LIQUOR, LICENSE VIOLATION		N	25
05-14-09	LIQUOR, LICENSE VIOLATION	GUILTY	N	25
*APPLICANT LISTED THAT HE SERVED TIME IN 1984 - UNSURE OF THE CHARGES				
07/09/09	SALE OF ALCOHOL TO U/A	PENDING		25

City Attorney Recommendation :

Item # C.2.c

City of Kenosha
 Common Council Agenda
 8/3/09

Offense Demerit Points (above)	100
Were all offenses listed on application?*	No
Total Demerit Points	125

*Offense not listed = 25 demerit points.

Grant, Subject to	Demerit Points
DENY, based on material police record (substantially related to the license activity)	
X DENY, based on material police record (substantially related to the license activity) & false application	
City Attorney Comments:	

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

Check One:

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



Item # C.3.
City of Kenosha
Common Council Agenda
8/3/09

1. Applicant Name Richard Yuenkel
2. Business Name ACES

3. Property Information

a. Address 2901- 60th Street - Kenosha WI

b. Owner K+K JENKINS LLC

c. If applicant is not owner, does applicant have a lease agreement with the owner? yes no (Please note: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued)

d. Square Footage of Building 2100 Assessed Value of Property 190,000⁰⁰

e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business 2,000⁰⁰

4. Number of Full Time Employees 6 Number of Part Time Employees 2

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

	Gross Monthly Revenue
Alcoholic Beverages	<u>12,000 - 13,000</u>
Food	<u>6,000 - 9,000</u>
Other (specify)	
Total Gross Monthly Revenue	<u>18,000 - 24,000</u>

Basis for estimates
Previous owner/s

6. Explain how the issuance of this license will benefit the City: BAR!
It will establish an Italian style restaurant on 60th Street, that serves excellent food and provides a safe, secure environment for the community.

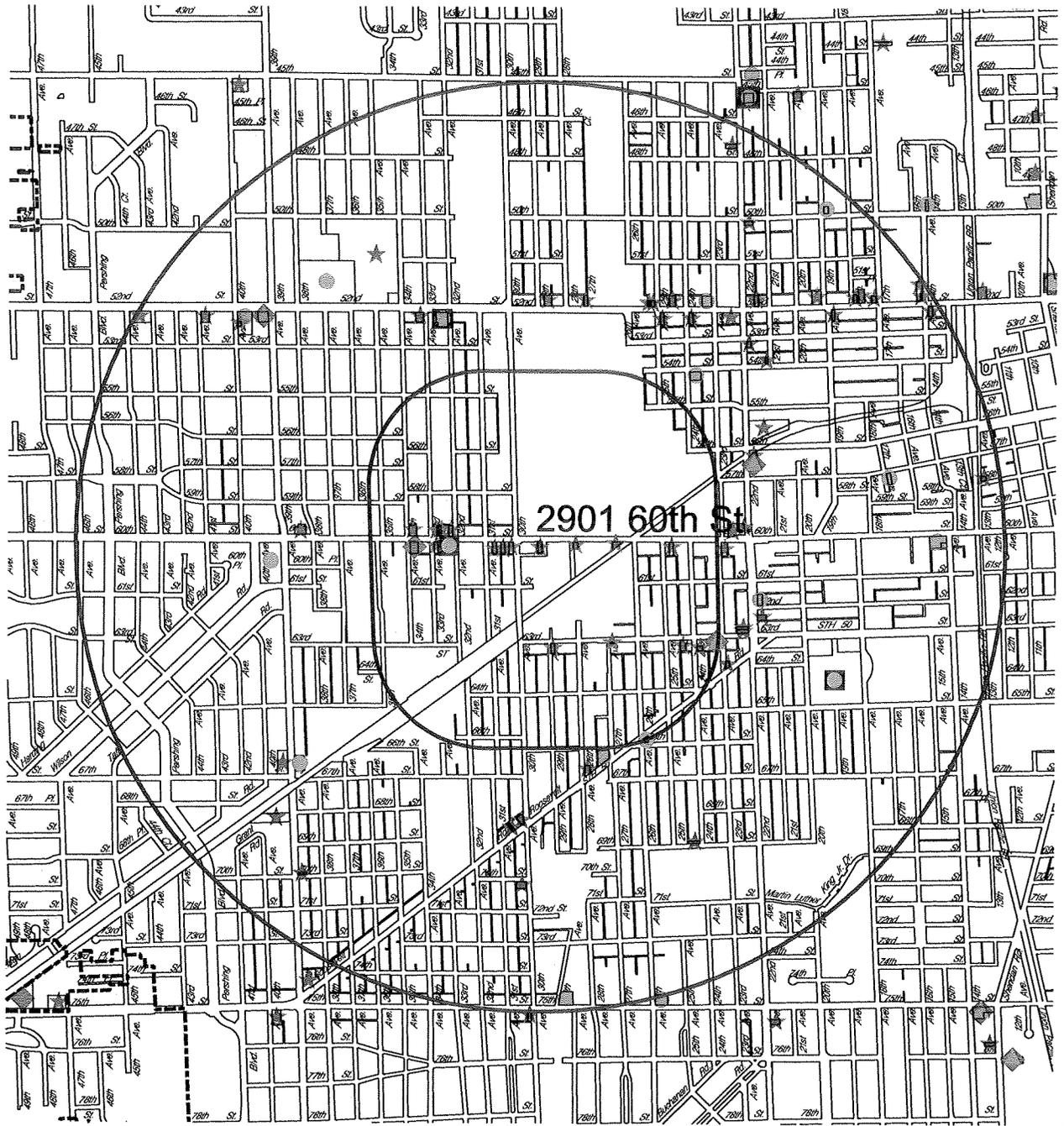
7. List other factors the Common Council should consider: I Am a law abiding - long established Kenosha Business man I pride myself on honesty and integrity and I plan on creating a successful business on 60th Street.

Applicant Signature [Signature]

FOR OFFICE USE ONLY

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

Class "B" Beer/"Class B" Liquor Combination Application
2901 60th Street



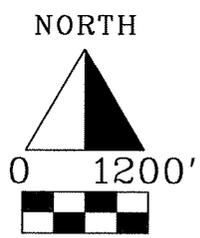
- Class "A"
- "Class A"
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

———— 5,280 ft from Applicant

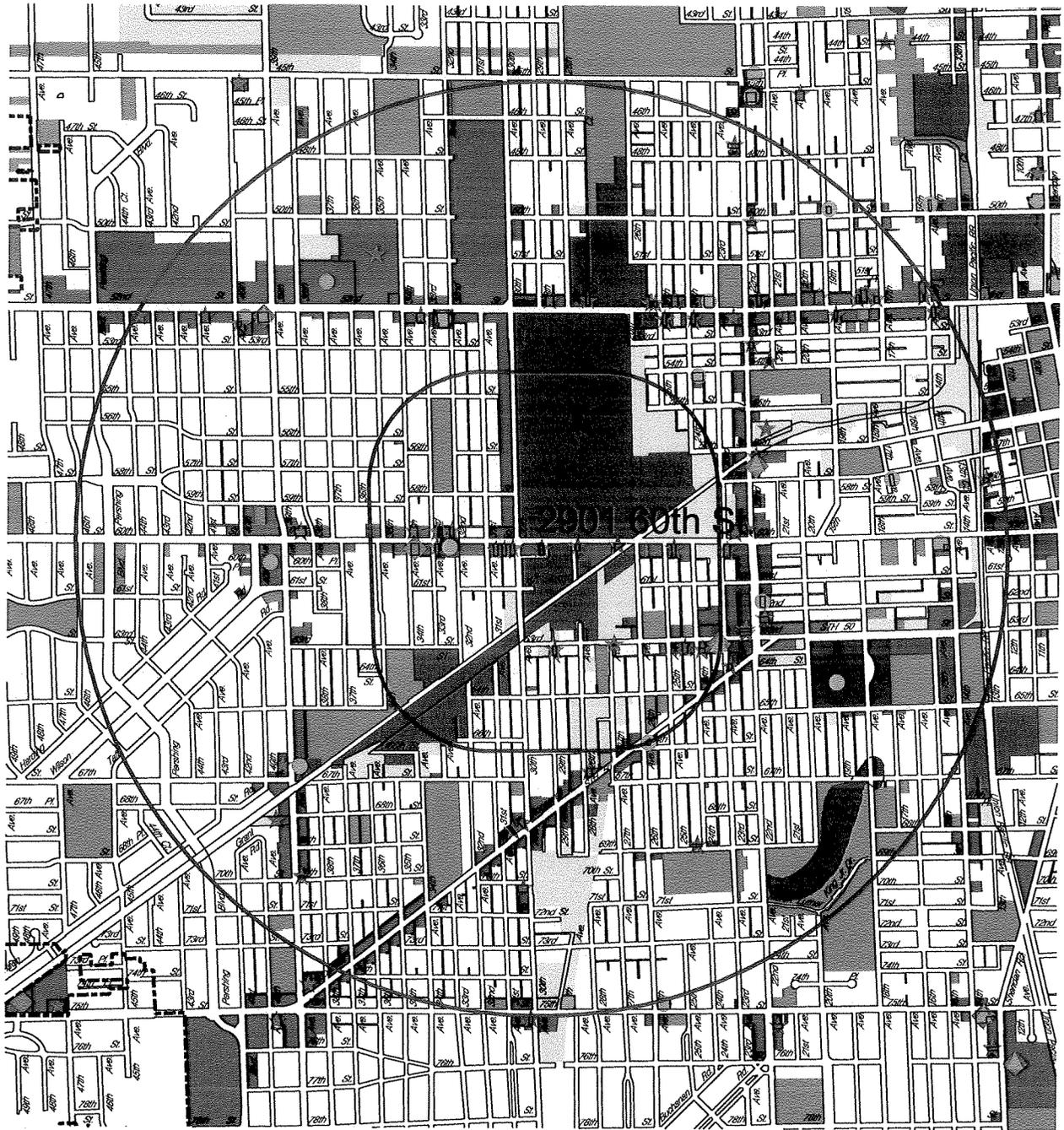
———— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	3	0
Business Districts	17	3	4	59	3
Other Districts	0	0	0	0	0

6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	2	1	2	16	1
Other Districts	0	0	0	0	0



Class "B" Beer/"Class B" Liquor Combination Application
2901 60th Street



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

Check One:

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



Item # C.4.
City of Kenosha
Common Council Agenda
8/3/09

1. Applicant Name Appetize Inc / David Lindenstruth
2. Business Name Huttot Mongolian Grill

3. Property Information

a. Address 7214 Green Bay Rd, STE 100, Kenosha WI 53142

b. Owner South Port Plaza Limited Partnership

c. If applicant is not owner, does applicant have a lease agreement with the owner? yes no (Please note: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued)

d. Square Footage of Building 5500 - LEASED PORTION ONLY Assessed Value of Property unknown

e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business \$1 million - APPROX

4. Number of Full Time Employees 15 Number of Part Time Employees 35

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

Gross Monthly Revenue	
Alcoholic Beverages	10,000
Food	120,000
Other (specify)	5000
Total Gross Monthly Revenue	\$135,000 130,500

Basis for estimates
1st year sales of Madison Restaurant

6. Explain how the issuance of this license will benefit the City:
WE ARE A FAMILY AND COMMUNITY ORIENTATED BUSINESS, WHICH COMPENSATES ITS EMPLOYEES WELL RELATIVE TO THE INDUSTRY. WE ALSO BRING ~~NUMEROUS~~ VISITORS INTO OUR COMMUNITIES - DRIVING AN AVERAGE OF 170,000 GUEST VISITS PER YEAR.

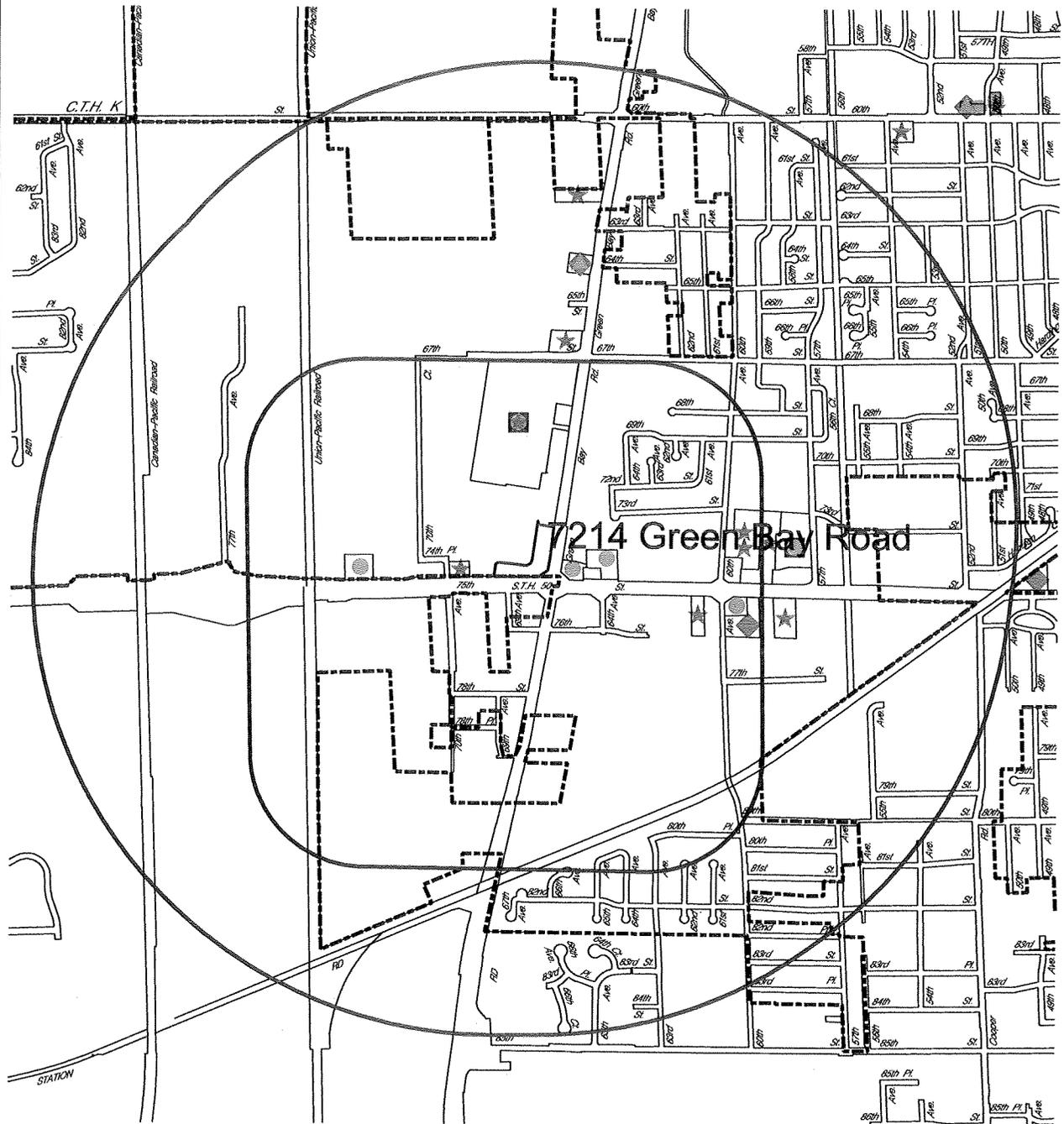
7. List other factors the Common Council should consider:
NONE - THANK YOU.

Applicant Signature David Lindenstruth

FOR OFFICE USE ONLY

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

Class "B" Beer & "Class B" Liquor Application
7214 Green Bay Road



● Class "A" ■ "Class A" ◆ Class "B" ★ Class "B" & "Class B" ▲ "Class C"

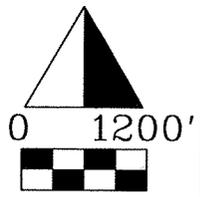
———— 5,280 ft from Applicant

———— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	6	2	3	9	1
Other Districts	0	0	0	0	0

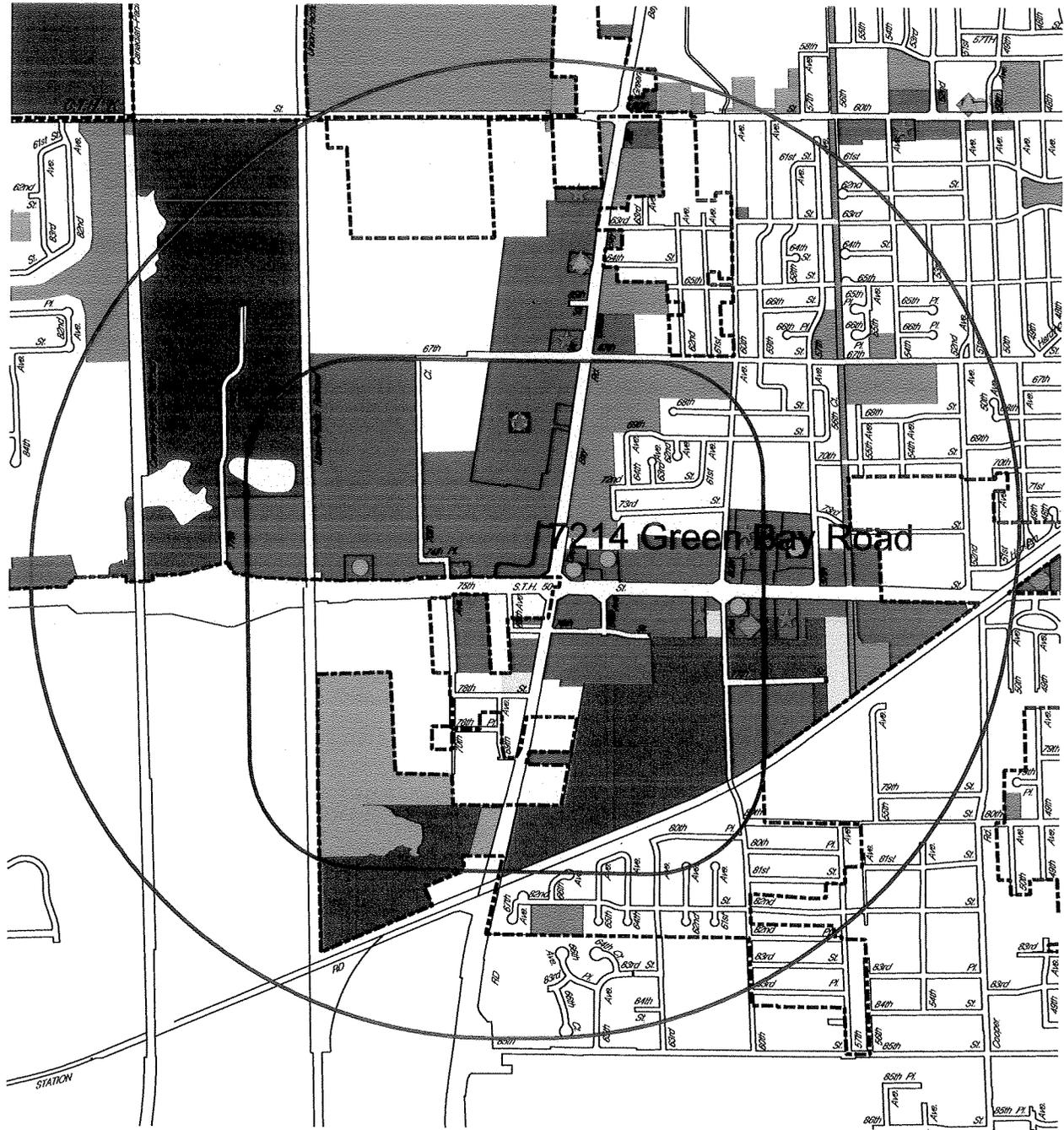
6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	5	1	1	6	0
Other Districts	0	0	0	0	0

NORTH



----- Municipal Boundary

Class "B" Beer & "Class B" Liquor Application
7214 Green Bay Road



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

Note: Residential Districts are not colored.

Note: Business Districts are colored as follows: B-1 B-2 B-3 B-4

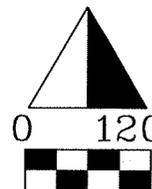
5,280 ft from Applicant

6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	6	2	3	9	1
Other Districts	0	0	0	0	0

6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	5	1	1	6	0
Other Districts	0	0	0	0	0

NORTH



----- Municipal Boundary

APPLICATION FOR OUTDOOR AREA AMPLIFIED MUSIC AND/OR CABARET
CITY OF KENOSHA

LIMIT: TWO DAYS PER LICENSE TERM (JULY 1 TO JUNE 30)

PLEASE NOTE: The Committee on Licenses/Permits shall review all applications, any reports, the recommendation of the City Attorney and all other information before it. Said Committee shall recommend to the Common Council either the granting or denial of each application. (In accordance to Chapter X, Section 10.075 of the Code of General Ordinances of the City of Kenosha.)

Type: 222
Fee: \$50.00/application (nonrefundable)



Item # C.5.a
City of Kenosha
Common Council Agenda
8/3/09

Date of Application 7/10/09

1. Licensee Name Kathleen A. Bezotte
(NOTE: must be same name as beer/liquor license)

2. Business Name & Address CHEERS 4619 8th AVE.

3. If license is in the name of a Corporation or LLC, Agent Name N/A

Applicant has received an extension of their "Class B" Liquor and/or Class "B" Fermented Malt Beverage Licenses in accordance with Section 10.075 of the Code of General Ordinances and requests a waiver of Section 10.075 E.1 cabaret license restriction and/or Section 10.075 E.2 amplified sound restriction.

Date(s) waiver is sought (NOTE: if two days, must be consecutive): 8/8/09

Hours of operation: 12:00 PM - 6:00 P.M

Proposed purpose of waiver: Kenosha Area Vietnam Veterans
Picnic & Fundraiser

Applicant's Signature Kathleen A. Bezotte Date: 7/10/09
(Licensee/Officer/Member/Manager/Partner/Individual)

Subscribed and sworn to before me
this 10 day of July, 2009

Diane S. [Signature]
Notary Public, Kenosha County, WI
My Commission Expires 6/19/2011

To be completed by Clerk:
Date Received and Filed 7/10/09 GV
Date Waiver Granted _____
Date Reported to Council _____
Date Waiver Issued _____
Initials _____

APPLICATION FOR OUTDOOR AREA AMPLIFIED MUSIC AND/OR CABARET
CITY OF KENOSHA

LIMIT: TWO DAYS PER LICENSE TERM (JULY 1 TO JUNE 30)

PLEASE NOTE: The Committee on Licenses/Permits shall review all applications, any reports, the recommendation of the City Attorney and all other information before it. Said Committee shall recommend to the Common Council either the granting or denial of each application. (In accordance to Chapter X, Section 10.075 of the Code of General Ordinances of the City of Kenosha.)

Type: 222

Fee: \$50.00/application (nonrefundable)



Item # C.5.b

City of Kenosha

Common Council Agenda

8/3/09

Date of Application 7-13-09

1. Licensee Name DANNY GENVAIS

(NOTE: must be same name as beer/liquor license)

2. Business Name & Address Georges Club Highview

3. If license is in the name of a Corporation or LLC, Agent Name DANNY GENVAIS

Applicant has received an extension of their "Class B" Liquor and/or Class "B" Fermented Malt Beverage Licenses in accordance with Section 10.075 of the Code of General Ordinances and requests a waiver of Section 10.075 E.1 cabaret license restriction and/or Section 10.075 E.2 amplified sound restriction.

Date(s) waiver is sought (NOTE: if two days, must be consecutive): Aug. 8~~th~~

Hours of operation: 11 AM - 10 PM

Proposed purpose of waiver: BENEFIT

Applicant's Signature Danny Genvais Date: 7-13-09
(Licensee/Officer/Member/Manager/Partner/Individual)

Subscribed and sworn to before me
this 13 day of JULY, ~~2008~~ 2009

Diane S. Hoyer
Notary Public, Kenosha County, WI
My Commission Expires 6/19/2011

To be completed by Clerk:
Date Received and Filed 7/13/09 dl Date Reported to Council _____
Date Waiver Granted _____ Date Waiver Issued _____
Initials _____

APPLICATION FOR YEARLY CABARET LICENSE
CITY OF KENOSHA

NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

PLEASE NOTE: Fee must be paid in cash or certified check. This license is non-renewable. Applications shall be referred by the City Clerk to the Police Department. The Police Department shall make a report, in writing, to the City Attorney as to any police record of the applicant, which may reflect upon good moral character or business responsibility. The City Attorney shall examine said record and make a recommendation to the Committee on Licenses/Permits based thereon as to whether the license shall be granted. The Committee on Licenses/Permits shall review all applications, any reports, the recommendation of the City Attorney and all other information before it. Said Committee shall recommend to the Common Council either the granting or denial of each application. (In accordance to Chapter X, Section 10.07 of the Code of General Ordinances of the City of Kenosha.)

Type: 212-Yearly \$200.00/Year



Item # C.6.

City of Kenosha
Common Council Agenda
8/3/09

Date of Application 5-11-2009

1. Licensee Name Eva Lagunas
(NOTE: must be same name as beer/liquor license)

2. Business Name & Address E/Caporal Restaurant - 3200 60th street

3. If license is in the name of a Corporation or LLC, Agent Name _____

Licensee: Individual, or if Corporation/LLC, Agent completes following:

4. Date of Birth of Agent (if Corporation/LLC) or Individual 6-4-1960

5. Address 6920 34th Kenosha 53142

6. Driver's License Number: L 252-2006-0759
(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

8. Have you, as an adult, ever been convicted of violating a municipal or county ordinance in Wisconsin or in any state, or do you have such a charge pending at this time? Yes No If yes, state charge and year offense committed or alleged to be committed, and disposition:

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

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

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

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

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

Restaurant El Caporal
622 Washington St
Waukegan IL 60085

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

215 S. Dilger St Waukegan IL 60085
2704 W Mayley Ct Waukegan IL 60085

Applicant's Signature Eva Legunas

Date: 5-11-09

PLEASE READ: §1.22 LICENSE/PERMIT APPLICATIONS - CODE OF GENERAL ORDINANCES

A. Prohibition It shall be unlawful for any person, acting as an individual, a partner, a corporate officer, or an agent, to execute or file with any City Department, or to authorize any person to do so on their behalf, a license or permit application which is not true, correct and/or complete in all material respects and which was known by said person to be untrue, incorrect and/or incomplete. The term "in all material respects" shall mean with respect to some fact, which, if known to the granting authority, would be a basis or a consideration for license or permit denial.

B. Penalty 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days.

2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years.

Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

§1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

The first Twenty-five (\$25) Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five (\$25) Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

OUTDOOR EXTENSION
CITY ORDINANCE §10.075

REQUEST TO CHANGE CLOSING HOURS to 1:30 AM TO 8:00 AM*

Licensee Name MCDONALD INSTITUTE LLC / TERRY McDONALD

Trade Name WINE KNOT Trade Address 5611 6TH AVE

Applicant must obtain the following verification by the City Development Department prior to filing this request:

The property on which the licensed premises is situated is zoned B-2, B-3 or B-4, and does not abut a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, RG-1, RG-2, RM-1, RM-2, or IP.

Signature: Michael G. Mah

Title: Planner II
City Development

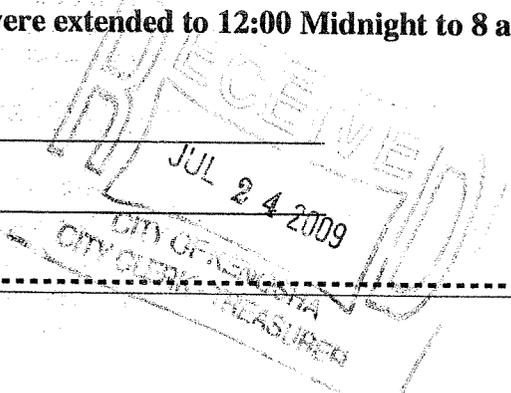
Item # C.7.
City of Kenosha
Common Council Agenda
8/3/09

City Clerk Verification:

*The outdoor hours of the above referenced outdoor extension were extended to 12:00 Midnight to 8 a.m. in the previous license term.

Signature: Dave S. Hogg

Title: License Clerk
City Clerk



Applicant:

The undersigned is hereby applying for a change of the closing hours of the outdoor extension of the Class "B" Beer/"Class B" Liquor Combination license in accordance with §10.075 F. of the Code of General Ordinances to 1:30 a.m. to 8:00 a.m., and has had its outdoor hours extended by the Common Council to 12:00 Midnight in the previous license term.

In making this application, I understand that amplified music or sound otherwise permitted under Section 10.75 E.2. shall not be allowed after 10:00.

Terry McDonald
(Individual/Partner/President of Corporation)

(Partner/Secretary of Corporation)

SUBSCRIBED TO AND SWORN TO BEFORE ME

THIS 24th OF July, 2009

Dave S. Hogg
Notary Public

My commission expires 6/19/2011

OUTDOOR EXTENSION
CITY ORDINANCE §10.075

REQUEST TO CHANGE CLOSING HOURS

Licensee Name MCDONALD INSTITUTE, LLC

Trade Name WINE KNOT

Trade Address 5611 6TH AVENUE

• Applicant must obtain the following verification by the City Development Department prior to filing this request:

The property on which the licensed premises is situated is zoned B-2 or B-3, and does not abut a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, RG-1, RG-2, RM-1, RM-2, or IP.

Signature: Michael G. Mobj

Title: Planner
City Development

• The undersigned is hereby applying for a change of the closing hours of the outdoor extension of the Class "B"/"Class B" combination license in accordance with §10.075 of the Code of General Ordinances to 12:00 Midnight to 8:00 a.m.

In making this application, I understand that amplified music or sound otherwise permitted under Section 10.75 E.2. shall not be allowed after 10:00 p.m.

[Signature]
(Individual/Partner/President of Corporation)

[Signature]
(Partner/Secretary of Corporation)

SUBSCRIBED TO AND SWORN TO BEFORE ME

THIS 19 OF June 2004

[Signature]
Notary

My commission expires 7/23/06

D1-2

**Ordinances 1st Reading
August 3, 2009**



BY: ALDERPERSON RAY MISNER

TO REPEAL AND RECREATE SECTION 1.01 OF THE CODE OF GENERAL ORDINANCES, ENTITLED "COMMON COUNCIL"

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

Section One: Section 1.01 of the Code of General Ordinances for

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

1.01 COMMON COUNCIL

A. The Common Council of the City of Kenosha shall be composed of the Mayor and seventeen (17) Alderpersons. One (1) Alderperson shall be elected from each of the seventeen (17) Districts of the City for the term of two (2) years on the first Tuesday of April in even numbered years commencing with April 1, 1958, or on such other date determined by State law, rule or regulation.

B. Duties of Alderpersons.

1. Mandatory Responsibility. In addition to the responsibilities imposed by the Wisconsin Statutes or by the Common Law, each Alderperson shall:

a. Unless excused for particular meetings by a majority vote of the Common Council, attend each duly scheduled regular or special meeting of the Common Council.

b. Unless excused for particular meetings by the Committee to which the Alderperson is appointed, attend each duly scheduled regular or special meeting of the Committee.

c. Unless excused for particular meetings by the Commission or Board to which the Alderperson is appointed, attend each duly scheduled regular or special meeting of the Commission or Board.

d. Each calendar month provide a continuous eight (8) hour period of service availability to constituents, which eight (8) hour period will be exclusive of any other responsibilities; said service availability must be provided through public concourse, including, but not limited to, listening sessions, in-home constituent visits, or attendance at an aldermanic office.

2. Sanctions. In the event that any Alderperson fails to execute the mandatory responsibilities enumerated in Paragraph B.1., that Alderperson shall forfeit one-half (1/2) of that Alderperson's compensation for the calendar month in which the omission or Commission occurred. In no event will sanctions imposed by this paragraph result in more than one-half (1/2) of the compensation for any month.

C. Compensation.

1. Monthly Salary. Each Alderperson shall be paid a salary of Four Thousand One Hundred (\$4,100) Dollars per Annum commencing on the third Tuesday of April, 1992. Commencing on the third Tuesday of April, 1996, each Alderperson shall be paid a salary of Five Thousand One Hundred (\$5,100) Dollars per annum. Commencing on the third Tuesday of April, 1998, each Alderperson shall be paid a salary of Five Thousand Five Hundred (\$5,500) Dollars per annum.

2. Per Diem Allowance. In addition to the salary in Paragraph C.1., each Alderperson shall receive the following compensation:

a. A Per Diem of Fifty (\$50) Dollars for each day he/she is absent from the City at the direction of the Common Council or of the Mayor, together with all travel, meals and out-of-pocket expenses incurred therewith.

Effective January 1, 1983, said per diem shall be One Hundred (\$100) Dollars per full day (six hours or more in attendance) and Fifty (\$50) Dollars for less than a full day (two hours or more in attendance).

b. A Per Diem of Fifty (\$50) Dollars for each day for attendance at any meeting of the Common Council, or a Committee thereof, or for attendance at any other meeting or conference approved in advance by the Mayor held on Monday through Friday between the hours of 8:00 A.M. and 4:00 P.M.

Effective January 1, 1983, said per diem shall be One Hundred (\$100) Dollars per full day (six hours or more in attendance) and Fifty (\$50) Dollars for less than a full day (two hours or more in attendance).

c. A Per Diem of One Hundred (\$100) Dollars for each day for any Alderperson who performs the duties of "Acting Mayor".

d. The Mayor is authorized to reject Per Diem claims when in his/her opinion he/she believes that only a nominal amount of time was worked on a given day, causing no financial loss to an Alderperson or when he/she believes that the time worked by an Alderperson forming the basis for a Per Diem claim was unauthorized or unnecessary. The decision of the Mayor may be appealed by an Alderperson to the Common Council.

e. Alderpersons who are not covered by or eligible for an employer provided Plan or policy of insurance providing for hospital, surgical and major medical benefits are eligible for coverage under the City's hospital, surgical and major medical plan or policy of insurance, the full premium thereof to be paid by said Alderperson, provided that the Alderperson requesting said City plan or policy make proper application therefor, be eligible under the terms of the plan or policy, take any physical examinations which may be required and abide by any waiting period which may be applicable.

f. A One Hundred (\$100.00) Dollar per month expense allowance to cover in-City mileage, meals and miscellaneous expenses, effective January 1, 2001.

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. _____

BY: ALDERPERSON RAY MISNER

**TO REPEAL AND RECREATE SECTION 1.01 OF THE CODE OF
GENERAL ORDINANCES, ENTITLED "COMMON COUNCIL"**

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

Section One: Section 1.01 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

1.01 COMMON COUNCIL

A. The Common Council of the City of Kenosha shall be composed of ~~the Mayor and~~ seventeen (17) Alderpersons; ~~One (1) Alderperson to shall~~ be elected from each of the seventeen (17) Districts of the City for the term of two (2) years on the first Tuesday of April in even numbered years commencing with April 1, 1958, or on such other date determined by State law, rule or regulation.

B. Duties of Alderpersons.

1. Mandatory Responsibility. In addition to the responsibilities imposed by the Wisconsin Statutes or by the Common Law, each Alderperson shall:

a. Unless excused for particular meetings by a majority vote of the Common Council, attend each duly scheduled regular or special meeting of the Common Council.

b. Unless excused for particular meetings by the Committee to which the Alderperson is appointed, attend each duly scheduled regular or special meeting of the Committee.

c. Unless excused for particular meetings by the Commission or Board to which the Alderperson is appointed, attend each duly scheduled regular or special meeting of the Commission or Board.

d. Each calendar month provide a continuous eight (8) hour period of service availability to constituents, which eight (8) hour period will be exclusive of any other responsibilities; said service availability must be provided through public concourse, including, but not limited to, listening sessions, in-home constituent visits, or attendance an an aldermanic office.

2. Sanctions. In the event that any Alderperson fails to execute the mandatory responsibilities enumerated in Paragraph B.1., that Alderperson shall forfeit one-half (1/2) of that Alderperson's compensation for the calendar month in which the omission or Committee occurred. In no event will sanctions imposed by this paragraph result in more than one-half (1/2) of the compensation for any month.

C. Compensation.

1. Monthly Salary. Each Alderperson shall be paid a salary of Four Thousand One Hundred (\$4,100) Dollars per Annum commencing on the third Tuesday of April, 1992. Commencing on the third Tuesday of April, 1996, each Alderperson shall be paid a salary of Five Thousand One Hundred (\$5,100) Dollars per annum. Commencing on the third Tuesday of April, 1998, each Alderperson shall be paid a salary of Five Thousand Five Hundred (\$5,500) Dollars per annum.

2. Per Diem Allowance. In addition to the salary in Paragraph C.1., above, each Alderperson shall

receive the following compensation:

a. A. A Per Diem of Fifty (\$50) Dollars for each day he/she is absent from the City at the direction of the Common Council or of the Mayor, together with all travel, meals and out-of-pocket expenses incurred therewith.

Effective January 1, 1983, said per diem shall be One Hundred (\$100) Dollars per full day (six hours or more in attendance) and Fifty (\$50) Dollars for less than a full day (two hours or more in attendance).

b. B. A Per Diem of Fifty (\$50) Dollars for each day for attendance at any meeting of the Common Council, or a Committee thereof, or for attendance at any other meeting or conference approved in advance by the Mayor held on Monday through Friday between the hours of 8:00 A.M. and 4:00 P.M.

Effective January 1, 1983, said per diem shall be One Hundred (\$100) Dollars per full day (six hours or more in attendance) and Fifty (\$50) Dollars for less than a full day (two hours or more in attendance).

c. C. A Per Diem of One Hundred (\$100) Dollars for each day for any Alderperson who performs the duties of "Acting Mayor".

d. D. The Mayor is authorized to reject Per Diem claims when in his/her opinion he/she believes that only a nominal amount of time was worked on a given day, causing no financial loss to an Alderperson or when he/she believes that the time worked by an Alderperson forming the basis for a Per Diem claim was unauthorized or unnecessary. The decision of the Mayor may be appealed by an Alderperson to the Common Council.

e. E. Alderpersons who are not covered by or eligible for an employer provided Plan or policy of insurance providing for hospital, surgical and major medical benefits are eligible for coverage under the City's hospital, surgical and major medical plan or policy of insurance, the full premium thereof to be paid by said Alderperson, provided that the Alderperson requesting said City plan or policy make proper application therefor, be eligible under the terms of the plan or policy, take any physical examinations which may be required and abide by any waiting period which may be applicable.

f. F. A One Hundred (\$100.00) Dollar per month expense allowance to cover in-City mileage, meals and miscellaneous expenses, effective January 1, 2001.

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



TO REPEAL AND RECREATE SECTIONS 10.075 E.1. AND E.2. OF THE CODE OF GENERAL ORDINANCES, REGARDING WAIVER APPLICATIONS

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

Section One: Sections 10.075 E.1. and E.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are repealed and recreated as follows:

1. Cabaret Licenses shall not be extended thereto, and no activities specified in **Section 10.07 A.** shall be permitted therein. The Common Council, upon written request and payment of a nonrefundable processing fee of Fifty (\$50.00) Dollars per application, may waive this prohibition. Applications shall be made on forms furnished by the City Clerk/Treasurer. Licensees shall be limited to no more than two (2) days of waiver per licensing term. Additionally, in support of a charity event, nonprofit organization or bona fide club, Licensees may cosponsor a waiver application. Co-sponsored applications shall be made on forms furnished by the City Clerk/Treasurer. Licensees shall be limited to no more than two (2) co-sponsored days of waiver per licensing term.

2. There shall be no amplified music or sound. The Common Council, upon written request and payment of a nonrefundable processing fee of Fifty (\$50.00) Dollars per application, may waive this prohibition. Applications shall be made on forms furnished by the City Clerk/Treasurer. Licensees shall be limited to no more than two (2) days of waiver per licensing term. Additionally, in support of a charity event, nonprofit organization or bona fide club, Licensees may cosponsor a waiver application. Co-sponsored applications shall be made on forms furnished by the City Clerk/Treasurer. Licensees shall be limited to no more than two (2) co-sponsored days of waiver per licensing term.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

REDLINE VERSION

ORDINANCE NO. _____

BY: ALDERPERSON TOD OHNSTAD

TO REPEAL AND RECREATE SECTIONS 10.075 E.1. AND E.2. OF THE CODE OF GENERAL ORDINANCES, REGARDING WAIVER APPLICATIONS

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

Section One: Sections 10.075 E.1. and E.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are repealed and recreated as follows:

1. Cabaret Licenses shall not be extended thereto, and no activities specified in **Section 10.07 A.** shall be permitted therein. The Common Council, upon written request and payment of a nonrefundable processing fee of Fifty (\$50.00) Dollars per application, may waive this prohibition. Applications shall be made on forms furnished by the City Clerk/Treasurer. Licensees shall be limited to no more than two (2) days of waiver per licensing term. **Additionally, in support of a charity event, nonprofit organization or bona fide club, Licensees may co-sponsor a waiver application. Co-sponsored applications shall be made on forms furnished by the City Clerk/Treasurer. Licensees shall be limited to no more than two (2) co-sponsored days of waiver per licensing term.**

2. There shall be no amplified music or sound. The Common Council, upon written request and payment of a nonrefundable processing fee of Fifty (\$50.00) Dollars per application, may waive this prohibition. Applications shall be made on forms furnished by the City Clerk/Treasurer. Licensees shall be limited to no more than two (2) days of waiver per licensing term. **Additionally, in support of a charity event, nonprofit organization or bona fide club, Licensees may co-sponsor a waiver application. Co-sponsored applications shall be made on forms furnished by the City Clerk/Treasurer. Licensees shall be limited to no more than two (2) co-sponsored days of waiver per licensing term.**

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

E1-2

**Zoning Ordinances 1st Reading
August 3, 2009**



REZONING ORDINANCE NO. _____

BY: THE MAYOR

Zoning: TO REZONE PROPERTY LOCATED AT 6912 SHERIDAN ROAD
FROM B-2 COMMUNITY BUSINESS DISTRICT TO RG-1 GENERAL
RESIDENTIAL DISTRICT [Cornell]

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

Section One: That the land shown on the attached Supplement Map No. Z11-09 be, and the same hereby is, zoned and districted as indicated on said map.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

CITY OF KENOSHA

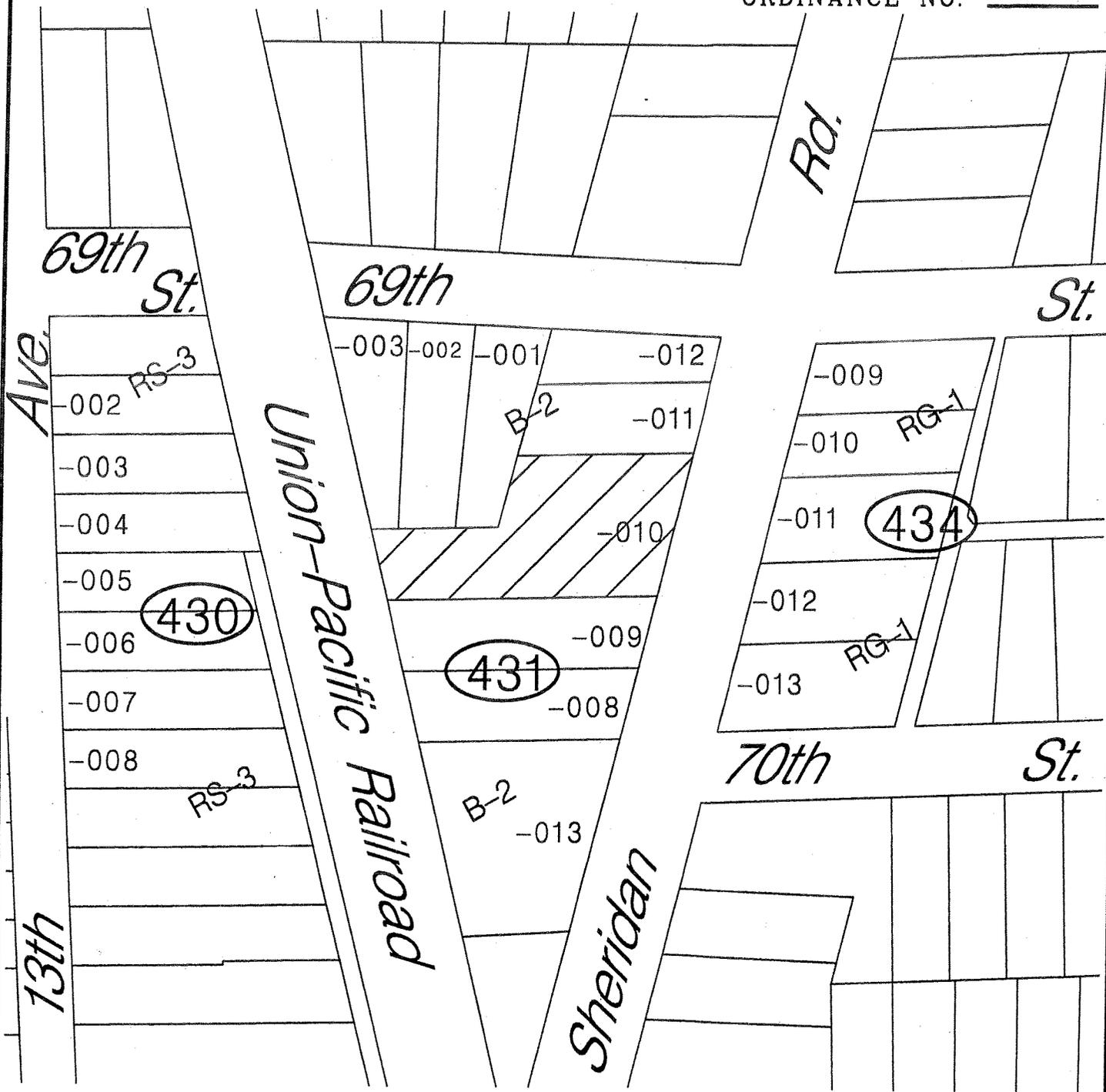
District Map

Rezoning

SUPPLEMENT NO. Z11-09

ORDINANCE NO. _____

Cornell Petition

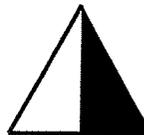


Property to be rezoned from:



*B-2 Community Business to
RG-1 General Residential*

NORTH



0 100'





REZONING ORDINANCE NO. _____

BY: THE MAYOR

Zoning: TO REZONE PROPERTIES LOCATED AT 5910 - 37TH AVENUE AND 5920 - 37TH AVENUE FROM RG-1 GENERAL RESIDENTIAL DISTRICT TO B-2 COMMUNITY BUSINESS DISTRICT [McMiller/Flores]

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

Section One: That the land shown on the attached Supplement Map No. Z12-09 be, and the same hereby is, zoned and districted as indicated on said map.

Section Two: The development of the property shall be consistent with the conceptual development plan for the property being rezoned, which plan was submitted by the property owner/developer, considered by the City Plan Commission on the 23rd day of July, 2009, and is on file with the Department of City Development, as required in Section 10.02 A. of the Zoning Ordinance.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

CITY OF KENOSHA

District Map

Rezoning

McMiller/Flores Petition

SUPPLEMENT NO. Z12-09

ORDINANCE NO. _____



Property to be rezoned from:



RG-1 General Residential to
B-2 Community Business

NORTH



0 100'



H1-7

**Resolutions
August 3, 2009**



FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52 nd Street Kenosha, WI 53140 (262) 653-4030	July 23, 2009	Item # 9
To Amend the City of Kenosha Capital Improvement Program for 2009 by Decreasing Line CO-02-001 "75 th Street from 22 nd Avenue to Seventh Avenue" by \$70,000 and Creating Line CO-09-005 "30 th Avenue from 80 th Street to 89 th Street – ARRA" for \$1,422,070 with Outside Funding of \$1,352,070 for a Net Change of \$0, Districts 9, 13, 14. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

30th Avenue between 80th Street and 89th Street

NOTIFICATIONS/PROCEDURES:

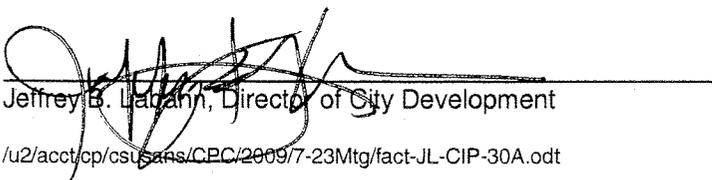
The alderman of the district, Alderman Ruef, Alderman Misner and Alderman Prozanski, have been notified. This item will also be reviewed by the Public Works Committee and Finance Committee before final approval by the Common Council.

ANALYSIS:

- The City has received funds through the American Recovery and Reinvestment Act (ARRA) for the reconstruction of 30th Avenue between 80th Street and 89th Street.
- The City is responsible for the engineering costs for the project which is estimated to be \$70,000.
- Cost savings associated with the 75th Street project is proposed to fund the engineering, resulting in no net change to the CIP.
- Reference memo from the Director of Public Works dated July 16, 2009.

RECOMMENDATION:

A recommendation is made to approve the Amendment.


 Jeffrey B. Liebman, Director of City Development
 /u2/acct/cp/cst/users/CPC/2009/7-23Mtg/fact-JL-CIP-30A.odt

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM FOR 2009 BY DECREASING LINE CO-02-001 "75TH STREET FROM 22ND AVENUE TO SEVENTH AVENUE" BY \$70,000 AND CREATING LINE CO-09-005 "30TH AVENUE FROM 80TH STREET TO 89TH STREET - ARRA" FOR \$1,422,070 WITH OUTSIDE FUNDING OF \$1,352,070 FOR A NET CHANGE OF \$0

WHEREAS, the City of Kenosha has received funding through the American Recovery and Reinvestment Act (ARRA) for the 30th Ave. road work project; and

WHEREAS, the funding requires that the local municipality fund the engineering costs of the project; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the City Plan Commission on July 23, 2009, the Public Works Committee on July 27, 2009 and the Finance Committee on August 3, 2009;

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>
CO-02-001	75 th Street from 22 nd Avenue to Seventh Avenue	3,818,000	(70,000)	3,748,000
CO-09-005	30 th Avenue from 80 th Street to 89 th Street – ARRA	-0-	1,422,070	1,422,070
CO-09-005	30 th Avenue from 80 th Street to 89 th Street (Outside Funding)	-0-	(1,352,070)	(1,352,070)

Adopted this _____ day of _____ 2009

ATTEST:

KEITH G. BOSMAN, MAYOR

APPROVE:

MICHAEL HIGGINS, CLERK/TREASURER/ASSESSOR



ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

WASTE DIVISION
JOSEPH BADURA
SUPERINTENDENT

OPERATIONS COORDINATOR
JANICE D. SCHROEDER

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 16, 2009

TO Mayor Keith Bosman, Chairman
Plan Commission

Jeff Labahn
Director, Department of City Development

FROM: Ronald L. Bursek, P.E. 
Director of Public Works

SUBJECT: Proposed CIP Line Item Amendment

I would like to take this opportunity to provide background information regarding the proposed CIP Line Item amendments submitted for consideration and approval. As you know the City is the recipient of ARRA funding for two projects. In addition, major cost savings for the 75th Street project will allow us to do some additional paving work in 2009. Relevant details are as follows:

1. ARRA Funds exceeding \$450,000 were approved and awarded to the City for the 38th Street (CTH N) bridge. This project was very near "shovel-ready", and the additional funding for the project will allow us to better flexibility for completion of all paving work on 38th Street.
2. ARRA Funds exceeding \$1,300,000 were approved and awarded to the City for the resurfacing of 30th Avenue from 80th Street to 89th Street. Construction costs are completely covered, but the engineering for this project will be all City costs. This work was not previously planned for 2009 construction, so a CIP Line Item amendment is required for consultant work to do preliminary engineering, design and plan preparation to submit PS&E documents by December 1, 2009 as required by the ARRA.
3. With cost savings achieved in the 75th Street project by bidding the whole project for construction in 2009, it became possible to add some streets that are in very poor condition to the 2009 resurfacing project schedule. The added projects are 41st Place from 150 feet east of 18th Avenue to the west end; 18th Avenue from 41st Place to 43rd Street; 87th Place from 34th Avenue to 35th Avenue; and 26th Avenue from 80th Street to Lincoln Road.

RECOMMENDATION

Approve the CIP Line Item Amendment to allow the extra work and recommend to the Common Council that it be approved.



<p>FACT SHEET</p> <p>Kenosha City Plan Commission</p>	<p>City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030</p>	<p>July 23, 2009</p>	<p>Item # / ~</p>
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To Amend the City of Kenosha Capital Improvement Program for 2009 by Decreasing Line CO-02-001 "75th Street from 22nd Avenue to Seventh Avenue" by \$230,000 and Increase Line ST-93-002 "Resurfacing" by \$230,000 for a Net Change of \$0, Districts 6, 13, 14. PUBLIC HEARING

LOCATION/SURROUNDINGS:

41st Place – 150 ft. east of 18th Avenue to west end
 87th Place – 34th Avenue to 35th Avenue
 18th Avenue – 41st Place to 43rd Street
 26th Avenue – 80th Street to Lincoln Road

NOTIFICATIONS/PROCEDURES:

The alderman of the districts, Alderman Ohnstad, Alderman Misner and Alderman Prozanski, have been notified. This item will also be reviewed by the Public Works Committee and Finance Committee before final approval by the Common Council.

ANALYSIS:

- The City has identified the following streets to be resurfaced in 2009 with the additional funding being available:
 - 41st Place – 150 ft. east of 18th Avenue to west end
 - 87th Place – 34th Avenue to 35th Avenue
 - 18th Avenue – 41st Place to 43rd Street
 - 26th Avenue – 80th Street to Lincoln Road
- Cost savings associated with the 75th Street project is proposed to fund the resurfacing of the four (4) referenced street projects, resulting in no net change to the CIP.
- Reference memo from Director of Public Works dated July 16, 2009.

RECOMMENDATION:

A recommendation is made to approve the attached CIP Amendment Resolution.



 Jeffrey B. Labahn, Director of City Development

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM FOR 2009 BY DECREASING LINE CO-02-001 "75TH STREET FROM 22ND AVENUE TO SEVENTH AVENUE" BY \$230,000 AND INCREASING LINE ST-93-002 "RESURFACING" BY \$230,000 FOR A NET CHANGE OF \$0

WHEREAS, the City of Kenosha would like to do road work projects at 87th Place from 34th to 35th Avenue; 18th Avenue from 41st Place to 43rd Street; and 26th Avenue from 80th Street to Lincoln Road during 2009; and

WHEREAS, the 75th Street project will require less funding from the city; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the City Plan Commission on July 23, 2009, the Public Works Committee on July 27, 2009 and the Finance Committee on August 3, 2009;

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>
CO-02-001	75 th Street from 22 nd Avenue to Seventh Avenue	3,748,000	(230,000)	3,518,000
ST-93-002	Resurfacing	1,852,939	230,000	2,082,939

Adopted this _____ day of _____ 2009

ATTEST:

KEITH G. BOSMAN, MAYOR

APPROVE:

MICHAEL HIGGINS, CLERK/TREASURER/ASSESSOR



ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

WASTE DIVISION
JOSEPH BADURA
SUPERINTENDENT

OPERATIONS COORDINATOR
JANICE D. SCHROEDER

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 16, 2009

TO Mayor Keith Bosman, Chairman
Plan Commission

Jeff Labahn
Director, Department of City Development

FROM: Ronald L. Bursek, P.E. 
Director of Public Works

SUBJECT: Proposed CIP Line Item Amendment

I would like to take this opportunity to provide background information regarding the proposed CIP Line Item amendments submitted for consideration and approval. As you know the City is the recipient of ARRA funding for two projects. In addition, major cost savings for the 75th Street project will allow us to do some additional paving work in 2009. Relevant details are as follows:

1. ARRA Funds exceeding \$450,000 were approved and awarded to the City for the 38th Street (CTH N) bridge. This project was very near "shovel-ready", and the additional funding for the project will allow us to better flexibility for completion of all paving work on 38th Street.

2. ARRA Funds exceeding \$1,300,000 were approved and awarded to the City for the resurfacing of 30th Avenue from 80th Street to 89th Street. Construction costs are completely covered, but the engineering for this project will be all City costs. This work was not previously planned for 2009 construction, so a CIP Line Item amendment is required for consultant work to do preliminary engineering, design and plan preparation to submit PS&E documents by December 1, 2009 as required by the ARRA.

3. With cost savings achieved in the 75th Street project by bidding the whole project for construction in 2009, it became possible to add some streets that are in very poor condition to the 2009 resurfacing project schedule. The added projects are 41st Place from 150 feet east of 18th Avenue to the west end; 18th Avenue from 41st Place to 43rd Street; 87th Place from 34th Avenue to 35th Avenue; and 26th Avenue from 80th Street to Lincoln Road.

RECOMMENDATION

Approve the CIP Line Item Amendment to allow the extra work and recommend to the Common Council that it be approved.



RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC WORKS

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS
FOR
HAZARDOUS SIDEWALK AND/OR DRIVEWAY APPROACH**

PROJECT #09-1021 RESURFACING PHASE IV

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

(26th Avenue - 80th Street to Lincoln Road)

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

1. The Common Council hereby declares its intention to exercise its police power under Section 66.60, Wisconsin Statutes, to levy special assessments on all property fronting upon both sides of the street within the above limits for benefits conferred upon property by improvement of the streets enumerated above.
2. Said public improvement shall include the improvements in street right-of-ways: sidewalk and/or driveway approaches.
3. The Common Council determines that the improvements constitute an exercise of the police power and the amount assessed against each parcel shall be based on a per front foot or per square foot rate.
4. The assessments against any parcel may be paid in a lump sum or in three (3) annual installments, at the election of the property owner.
5. The Board of Public Works is directed to prepare a report consisting of:
 - a. Preliminary plans and specifications for said improvements.
 - b. An estimate of entire cost of the proposed improvements and in street right-of-way.

c. Schedule of proposed assessments.

6. Upon receiving the report of the Board of Public Works (Public Works Committee), the Clerk is directed to give notice of public hearings on such report, as specified in Section 66.60(7) of the Wisconsin Statutes. The hearings shall be held at the Municipal Office Building at a time set by the Clerk, in accordance with Section 66.60(7), Wisconsin Statutes.

Adopted this 3rd day of August, 2009.

APPROVED: _____
MAYOR
KEITH G. BOSMAN

ATTEST: _____
DEPUTY CITY CLERK
DEBRA L. SALAS



RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC
SAFETY AND WELFARE

TO DESIGNATE AS "30 MINUTE PARKING, 6:00 A.M. - 7:00 P.M., MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS", THE EAST SIDE OF 26TH AVENUE FROM 66TH STREET SOUTH APPROXIMATELY SIXTY-FIVE (65') FEET

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the East side of 26th Avenue, from 66th Street South approximately sixty-five (65') feet, be and hereby is designated as "30 MINUTE PARKING, 6:00 A.M. - 7:00 P.M., MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS".

Adopted this _____ day of _____, 2009.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney



RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC
SAFETY AND WELFARE

**TO PLACE AN ADULT SCHOOL CROSSING GUARD AT
THE INTERSECTION OF 65TH STREET AND SHERIDAN
ROAD FOR MORNING ARRIVALS AND AFTERNOON
DISMISSAL PERIODS**

BE IT RESOLVED by the Common Council of the City of Kenosha,
Wisconsin, that an Adult School Crossing Guard be, and hereby is, placed at the
intersection of 65th Street and Sheridan Road for morning arrivals and afternoon
dismissal periods.

Adopted this _____ day of _____, 2009.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney



To the Honorable Mayor and Common Council:

June 16, 2008

Your Committee on Board of Water Commissioners

Final Resolution Declaring Intent To Levy Special Assessments Against Benefited Property For Sanitary Sewer Mains and Stubs, And Water Mains and Services

County Highway "N" from County Highway "S" west to Interstate 94 (I-94)

MOTION: Ruffolo

SECOND: Juliana

Respectfully report and recommend - TO APPROVE

5-0

Commissioners

Circle One

Donald K. Holland
 Donald K. Holland, Chairman

Aye No

Patrick Juliana
 Patrick Juliana

Aye No

Ray Misner
 Ray Misner

Aye No

Don L. Moldenhauer
 Don L. Moldenhauer

Aye No

Anthony Nudo
 Anthony Nudo

Aye No

G. John Ruffolo
 G. John Ruffolo

Aye No

FINAL RESOLUTION NO. _____

BY: BOARD OF WATER COMMISSIONERS

CITY OF KENOSHA WATER UTILITY

LEVYING SPECIAL ASESMENTS AGAINST BENEFITED PROPERTY FOR
SANITARY SEWER MAINS AND STUBS AND WATER MAINS AND SERVICES

Whereas, the Common Council of the City of Kenosha, Wisconsin, held a Public Hearing at the Municipal Building in Room 202 on the 16th day of June, 2008, for the purpose of hearing all interested persons concerning the preliminary resolution and report of the Board of Water Commissioners on the proposed improvement of the following streets or portion of streets:

County Highway "N" from County Highway "S" west to Interstate 94 (I-94)

and has heard all persons desiring audience at such hearing:

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha as follows:

1. That the report of the Board of Water Commissioners pertaining to the construction of the above described public improvements including plans and specification therefore, as modified, is hereby adopted and approved;
2. That the Board of Water Commissioners is authorized to advertise for bids or order use of force labor to carry out the work of such improvements in accordance with the report of the Board of Water Commissioners;
3. That payment for said improvements be made by assessing the cost to the property benefited as indicated in said report;
4. That benefits and damages shown on the report, as modified, are true and correct and are hereby confirmed;
5. That the assessments for all projects included in said report are combined as a single assessment, but any interested property owner shall be entitled to object to each assessment separately or both assessments jointly, for any purpose of purposes;
6. That the assessments may be paid in cash or in then (10) annual installments which will be placed on the tax roll to bear interest at the rate of 7.5% per annum on the unpaid balance; and,
7. the City Clerk is directed to publish this resolution in the official newspaper of the City.

Approved: _____
Keith G. Bosman, Mayor

Attest: _____
Mike Higgins, City Clerk

Passed: _____

Date: _____



To the Honorable Mayor and Common Council:

July 27, 2009

Your Committee on Board of Water Commissioners

RESOLUTION THAT THE COMMON COUNCIL OF THE CITY OF KENOSHA, WISCONSIN, RECOGNIZE THE EFFORTS OF KENOSHA WATER UTILITY EMPLOYEES INVOLVED IN THE INNOVATIVE, EDUCATIONAL, OUTREACH "ADVENTURE KIDS LEARNING EXPEDITION"; AND, TO CONGRATULATE THEM ON BEING RECIPIENTS OF THE 2009 AWWA SECTION EDUCATION AWARD

MOTION: Misner

SECOND: Nudo

Respectfully report and recommend - TO APPROVE

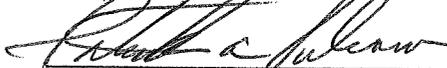
5-0

Commissioners

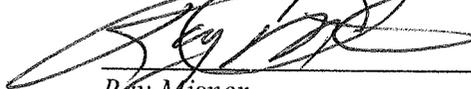
Circle One


 Donald K. Holland, Chairman

Aye No


 Patrick Julliana

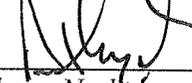
Aye No


 Ray Misner

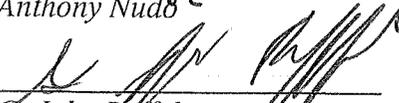
Aye No

 Don A. Moldenhauer

Aye No


 Anthony Nudo

Aye No


 G. John Ruffolo

Aye No

RESOLUTION NO. _____

BY: BOARD OF WATER COMMISSIONERS

THAT THE COMMON COUNCIL OF THE CITY OF KENOSHA, WISCONSIN, RECOGNIZE THE EFFORTS OF KENOSHA WATER UTILITY EMPLOYEES INVOLVED IN THE INNOVATIVE, EDUCATIONAL OUTREACH "ADVENTURE KIDS LEARNING EXPEDITION"; AND, TO CONGRATULATE THEM ON BEING RECIPIENTS OF THE 2009 AWWA SECTION EDUCATION AWARD

WHEREAS, annually, the American Water Works Association (AWWA) grants up to seven Section Education Awards. The purpose of the award to to recognize AWWA sections for initiatives that educate water industry personnel, the public, students, or other groups about drinking water, and to disseminate guidelines that will enable other AWWA sections to conduct comparable educational activities; and,

WHEREAS, the Wisconsin Water Association (WWA) is one of the recipients of the 2009 AWWA Section Education Award for the innovative educational outreach "Adventure Kids Learning Expedition"; and,

WHEREAS, this outreach was conceptualized and created by John Andersen of the Kenosha Water Utility for distance on-line education using video conferencing for a live interactive connection between a classroom and the Adventure Kids Learning Expedition Team; and,

WHEREAS, John Andersen, Sandi Masterson, and Bob Carlson of the Kenosha Water Utility, along with members of the WWA Education and Water for the World Committees and the Kenosha Unified School District, worked to successfully carry out this live interactive learning expedition when members of WWA traveled to Guatemala in April 2008 and March 2009; and,

WHEREAS, over these two week expeditions, a total of eleven 45 minute live feeds were completed in 2008 and seventeen in 2009. These connections reach over eight

hundred (800) students who had a chance to experience the culture of Guatemala, learn about water and the water projects, and ask questions; and,

WHEREAS, the Award was presented to the WWA Section during the AWWA Annual Conference & Exposition in San Diego, California, June 14-18, 2009.

NOW, THEREFORE, BE IT RESOLVED that the Common Council for the City of Kenosha, Wisconsin, does hereby recognize the efforts of the involved employees of the Kenosha Water Utility, and in particular, John Andersen, Sandi Masterson, and Bob Carlson, and further does hereby congratulate them on their honor received.

Adopted this _____ day of _____, 2009.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

I 1 - 6

Appointments/Reappointments
by the Mayor
August 3, 2009



From: Dee J <greenkenosha.deejay@gmail.com>

To: Catherine Mantuano <crandall2@wi.rr.com>, Catherine Mantuano
<cmantuano@kenosha.org>

Subject: My Resignation

Date: Mon, 4 May 2009 09:38:34 -0500

Hi, Catherine,

As we discussed, I need to resign, so I won't be at the meetings going forward. :(I enjoyed my time with the commission, and would really like to continue to take care of the Keep Kenosha Beautiful website. :) In fact, I wanted to let you know that I fixed that red link (for the 3R pdf) and I also updated the commission member list to remove my name and add the 2 new commissioners, and I pointed our Cigarette Liter Survey link to the zoomerang survey that's on the kenosha.org front page (we had it linked to a pdf version previously), and have sent the changes to Ruth.

There is some info on the website with dates for the Root-Pike Watershed Initiative Network that will be outdated after June 1st. I am going to take that stuff out of the website in early June, trying to keep the website current. I think between now and then would be a good time for you to think about any changes or additions you might like to make to the website, even if it's just for little things. For example, if the "Sunny" campaign is approved, we can include some info about it.

Have fun at the meeting!

Dee

Dee Johnson, 7103 93rd Avenue, was appointed to the Keep Kenosha Beautiful Commission on June 2, 2008 for a term which would expire May 1, 2010. She resigned by way of an email dated May 4, 2009. Therefore, her term is available until the expiration date of May 1, 2010. The appointee would be eligible for a reappointment of three years.

**KEITH G. BOSMAN
MAYOR**



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

July 1, 2009

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Jeanette Stevenson, 5042 29th Street, Kenosha to the Keep Kenosha Beautiful Commission to fulfill an unexpired term which will expire May 1, 2010.

Ms. Stevenson is a life coach and a member of Leadership Kenosha. She is a resourceful, natural leader and looks forward to the opportunity of forwarding the cause of the Keep Kenosha Beautiful Commission.

I am confident Ms. Stevenson will be an efficient and conscientious member of the Keep Kenosha Beautiful Commission.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Keith G. Bosman', is written over the typed name. The signature is fluid and cursive, with a large, sweeping flourish at the end.

Keith G. Bosman
Mayor

KGB:jd

KEITH G. BOSMAN
MAYOR



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



Item # I.2.
City of Kenosha
Common Council Agenda
8/3/09

July 31, 2009

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby reappoint the following person to the Kenosha Area Tourism Corporation Board of Directors for three-year a term which will expire May 1, 2012:

Paul Hegland, 1403 56th Street, Kenosha

I am confident Mr. Hegland will continue to be a conscientious and hardworking member of the Tourism Board of Directors.

Sincerely,
CITY OF KENOSHA



Keith G. Bosman
Mayor

KGB:jd

**KEITH G. BOSMAN
MAYOR**



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

July 15, 2009



Item # I.3.
City of Kenosha
Common Council Agenda
8/3/09

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint John Andersen, 9918 14th Street, Somers to the Airport Commission for a six-year term which will expire May 1, 2015.

Mr. Andersen received his Bachelor of Arts Degree in Geography from the University of Wisconsin. His work experience includes Geographic Information System Analyst at the Kenosha Water Utility, Geographic Information System and MIS Consultant for GeoFusion Computer Consultant Services and currently, Geographic Information System Director at the Kenosha Water Utility. His aviation certificates include Airline Transport Pilot, Flight Instructor and Repairman. He has been a part-time Corporate Pilot, Contract Corporate Pilot and Flight Instructor. He has logged over 4500 hours of flight time and has built a two seat all metal airplane.

I am confident Mr. Andersen will be a conscientious and hard-working member of the Airport Commission.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to be 'KB' followed by a long, sweeping horizontal line.

Keith G. Bosman
Mayor

KGB:jd

**KEITH G. BOSMAN
MAYOR**



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



Item # I.4.
City of Kenosha
Common Council Agenda
8/3/09

July 15, 2009

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Len Iaquina, 9507 74th Street, Kenosha to the Library Board for a three-year term which will expire July 1, 2012.

Mr. Iaquina is a native Kenoshan and called the Boys and Girls Library his home away from home as a child. He used Library services extensively as a high school student and debater. He began his professional career in newspaper and radio journalism. Following graduate studies at Columbia University in the City of New York, he joined the Academy for Educational Development in New York City and assisted with projects on journalism education, minority recruitment into journalism, higher education management, international negotiation and mediation research. After leading United Way of Kenosha County as Executive Director, he spent thirty years in university fund raising and alumni programming. He is president of Kenosha Rotary, Secretary of the Racine-Kenosha Estate Planning Council and serves as co-chair of United Way of Kenosha County Campaign Cabinet.

I am confident Mr. Iaquina will be a conscientious and hardworking member of the Library Board.

Sincerely,
CITY OF KENOSHA

Keith G. Bosman
Mayor

KGB:jd

KEITH G. BOSMAN
MAYOR



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



Item # I.5.
City of Kenosha
Common Council Agenda
8/3/09

July 31, 2009

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Frank Pacetti, 7011 Pershing Blvd., Kenosha to the Kenosha Area Tourism Corporation Board of Directors for a three-year term which will expire May 1, 2012.

I am confident Mr. Pacetti will be a valuable member of the Board of Directors of the Kenosha Area Tourism Corporation and will serve in an efficient and conscientious manner.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Keith G. Bosman', written over the printed name.

Keith G. Bosman
Mayor

KGB:jd

**KEITH G. BOSMAN
MAYOR**



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

July 31, 2009



Item # I.6.
City of Kenosha
Common Council Agenda
8/3/09

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Charles W. Bradley, 8306 23rd Avenue, Kenosha to the Police and Fire Commission to fulfill an unexpired term which will expire the first Monday in May, 2010.

Mr. Bradley is a retired teacher from Tremper High School after a long and distinguished career in education. He is a former alderman and served the City of Kenosha from 1988 to 2006.

I am confident Mr. Bradley will be an conscientious and hardworking member of the Police and Fire Commission.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read "Keith G. Bosman". The signature is stylized and includes a long horizontal flourish extending to the right.

Keith G. Bosman
Mayor

KGB:jd

K1-2

**Other Contracts and Agreements
August 3, 2009**



ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

ASSISTANT CITY ENGINEER
SHELLY BILLINGSLEY, P.E.
STORMWATER UTILITY

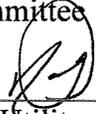
C-1

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4150 · Fax (262) 653-4056

July 23, 2009

To: G. John Ruffolo, Chairman
Stormwater Utility Committee

From: Ronald L. Bursek, P.E. 
Director of Stormwater Utility



Item # K.1.
City of Kenosha
Common Council Agenda
8/3/09

Subject: *Maintenance Agreement – KUSD*

BACKGROUND INFORMATION

Kenosha Unified School District has submitted a Stormwater Management Practices Maintenance Agreement for the Stormwater Utility to access the Indian Trail School Detention Basin to conduct the functional maintenance required. With this agreement Kenosha Unified School District waive their credit availability to the Stormwater Utility since the Utility will be responsible for the costs of the functional maintenance. This agreement is also necessary for the Kenosha Stormwater Utility to claim this basin as a water quality basin for the benefits of the WinSLAMM analysis that is a requirement of the discharge permit.

RECOMMENDATION

Approve the Stormwater Management Practices Maintenance Agreement [Access to Sites] between the City of Kenosha and Kenosha Unified School District.

Document No.	<p style="text-align: center;">STORMWATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT -- [ACCESS TO SITES]</p>
<p style="text-align: center;">STORMWATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT -- [ACCESS TO SITES]</p> <p style="text-align: center;">By And Between</p> <p style="text-align: center;">THE CITY OF KENOSHA, WISCONSIN, A Wisconsin Municipal Corporation,</p> <p style="text-align: center;">And</p> <p style="text-align: center;">KENOSHA UNIFIED SCHOOL DISTRICT NO. 1, A Wisconsin Common School District</p>	
<p style="text-align: right;">Recording Area</p> <hr/> <p style="text-align: right;">Return This Document To:</p> <p style="text-align: right;">Director, Stormwater Utility, 625 – 52d Street, Room 305, Kenosha, Wisconsin 53140</p>	

Parcel No. 08-222-34-370-033

THIS AGREEMENT, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, hereinafter referred to as "**CITY**"; and **KENOSHA UNIFIED SCHOOL DISTRICT NO. 1**, a Wisconsin common school district, hereinafter referred to as "**OWNER**".

WITNESSETH:

WHEREAS, OWNER is the owner of the following described parcel of real property that have a Stormwater Management Facility thereon, situated in the City of Kenosha, County of Kenosha, State of Wisconsin; to wit:

All of the land described as Parcel I(a) in a Personal Representative's Deed recorded as document 981864 with the Kenosha County Register of Deed's Office on January 5, 1995, and described therein as:

Parcel I: Parts of the southwest 1/4 described as follows:

(a) Beginning at the southwest corner of the southwest 1/4 and running thence east, along and upon the south line of said 1/4 section, 1729.0 feet; thence running north, at right angles to the south line of said 1/4 section, 1338.6 feet and to the north line of the south 1/2 of said 1/4 section; thence running west, along and upon the said north line of south 1/2 of said 1/4 section, 1756.0 feet to the west line of said 1/4 section; thence running south, along and upon the west line of said 1/4 section, 1325.5 feet to the place of beginning;

All in Section 34, town 2 north, range 22 east of the fourth principal meridian, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin;

ALSO, all of the land described in Parcel II(a), as Parcel II(b) and as Parcel III in a Warranty Deed recorded as document 981865 with the Kenosha County Register of Deed's Office on

January 5, 1995, and described therein as:

Parcel II: Parts of the southwest 1/4 described as follows:

(a) Beginning on the south line of the southwest 1/4 at a point which is 716.9 feet west from the southeast corner of said 1/4 section, and running thence west, along and upon the south line of said 1/4 section, 228.0 feet; thence running north, at right angles to the south line of said 1/4 section, 1338.6 feet and to the north line of the south 1/2 of said 1/4 section; thence running east, along and upon the north line of the south 1/2 of said 1/4 section, 228.0 feet; thence running south 1340.2 feet to the place of beginning; and

(b) Beginning on the south line of the southwest 1/4 at a point which is 554.4 feet west from the southeast corner of said 1/4 section, and running thence west, along and upon the south line of said 1/4 section 162.5 feet; thence running north, at right angles to the south line of said 1/4 section 1340.2 feet and to the north line of the south 1/2 of said 1/4 section; thence running east, along and upon the said north line of south 1/2 of said 1/4 section 219.9 feet; thence running southerly, 1343.0 feet, to the place of beginning;

All in section 34, town 2 north, range 22 east of the fourth principal meridian, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin; and

Parcel III: All that part of the southeast 1/4 of the southeast 1/4 of section 33, town 2 north, range 22 east of the fourth principal meridian, lying east of the east line of the Right of Way of the Chicago and North Western Railway, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin;

Excepting therefrom all of the 60th Street public right-of-way;

hereinafter referred to as "PROPERTY".

WHEREAS, the **CITY** and **OWNER** agree that the health, safety and welfare of the residents of the City of Kenosha, Wisconsin, require that an on-site Stormwater Management Facility as required by the Kenosha Stormwater Utility, be constructed and maintained on the **PROPERTY**; and,

WHEREAS, the **CITY** requires, and **OWNER** agrees, that **OWNER** and **OWNER'S** successors or assigns, participate in the maintenance of the Stormwater Management Facility.

NOW, THEREFORE, in consideration of the mutual agreements of the parties, **CITY** and **OWNER** agree as follows:

1. Definitions.

a. "**Stormwater Management Practices**" shall mean the performance of any and all tasks necessary to keep the Stormwater Management Facility in good operating condition, including, but not limited to, those tasks set forth in Exhibits "A" and "B", which are attached hereto and incorporated herein.

b. "**Stormwater Management Facility**" shall mean all physical facilities, including, but not limited to, berms, outlet structures, basin areas and access roads constructed for the purpose of controlling the quantity and quality of stormwater runoff, snow or ice melt runoff, and surface runoff and drainage.

2. Stormwater Management Practices. **CITY** shall review the Stormwater Management Practices as often as conditions require, but in any event at least once each year. Further, **CITY**, in its sole discretion, shall have the right to modify the Stormwater Management Practices. Such right shall include the right to change the obligations of the parties set forth in Exhibits "A" and "B".

3. **CITY'S Responsibilities.** CITY shall be responsible for the maintenance of the inlet and outlet structures within the basin of the Stormwater Management Facility. CITY shall be responsible for completing the tasks set forth in Exhibit "A" in accordance with the guidelines set forth therein.

4. **OWNER'S Responsibilities.** OWNER shall be responsible for the pipes and channels which convey stormwater to the Stormwater Management Facility, including all related structures, improvements and vegetation. Such responsibilities are set forth in Exhibit "B" and OWNER shall perform said tasks in accordance with guidelines set forth therein. Notwithstanding the guidelines set forth in Exhibit "B", OWNER shall perform the tasks set forth therein more often should conditions require or CITY direct OWNER to perform any such task.

5. **Operation and Maintenance Report.** The Operation and Maintenance Report attached to this Agreement as Exhibit "C", and by this reference made a part hereof, shall be used for the purpose of maintaining a record of the regular inspections of the Stormwater Management Facility. OWNER shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed, for a period of seven (7) years. The Reports and Maintenance Log shall be made available to the City Stormwater Utility for review. The purpose of the inspections is to assure safe and proper function of the Stormwater Maintenance Facility. The inspections shall include, but are not limited to, berms, outlet structures, basin areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.

6. **OWNER'S Failure To Perform.** If OWNER fails to maintain the Stormwater Management Facility, as outlined in Exhibit "B", in a manner acceptable to the Director of the CITY Stormwater Utility, or designee thereof, and does not perform the required corrective actions in the specified time, the CITY may:

a. Issue a citation to OWNER under Section 36.13 of the Code of General Ordinances, as amended from time to time.

b. Perform the corrective actions and assess the OWNER for the cost of such work. The cost of such work shall be specially assessed against the PROPERTY pursuant to Section 66.0703, Wisconsin Statutes. This provision shall not be construed to allow the CITY to erect any structure of a permanent nature on the land of the OWNER. It is expressly understood and agreed that the CITY is under no obligation to routinely maintain or repair the Stormwater Management Facilities, and in no event shall this Agreement be construed to impose any such obligation on the CITY.

7. **Access.** OWNER hereby grants permission to CITY, its authorized agents and employees, to enter upon the PROPERTY to inspect and conduct maintenance activities for the Stormwater Management Facility whenever CITY deems necessary.

8. **No Liability.** Under this Agreement, CITY assumes no responsibility or any liability in the event the Stormwater Management Facility fails to operate properly.

9. **Binding Effect.** This Agreement shall be recorded at the Kenosha County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the OWNER and the OWNER'S administrators, executors, assigns, heirs and any other successors in interest.

10. **Notices.** All notices, requests, demands and other matters required to be given, or which may be given hereunder, shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or equivalent private delivery service, addressed to the respective parties at the addresses stated below:

a. **OWNER:**
Director of Facilities,
Kenosha Unified School District No. 1,
3600 - 52nd Street,
Kenosha, Wisconsin 53144

b. **CITY:**
Mr. Ronald L. Bursek,
Director, Stormwater Utility,
City of Kenosha,
Room 305, 625 - 52nd Street,
Kenosha, Wisconsin 53140.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates below given.

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

BY: _____
KEITH G. BOSMAN, Mayor
Date: _____

BY: _____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, **KEITH G. BOSMAN, Mayor**, and **MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor**, of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

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

OWNER:
KENOSHA UNIFIED SCHOOL DISTRICT
NO. 1, A Wisconsin Common School
District

BY: *Pam Stevens*
PAM STEVENS, Board President
Date: 7.13.09

BY: *Gilbert N. Ostman*
GILBERT OSTMAN, Board Clerk
Date: 7.13.09

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this 13th day of July, 2009, PAM STEVENS, Board President, and GILBERT OSTMAN, Board Clerk of KENOSHA UNIFIED SCHOOL DISTRICT NO. 1, a Wisconsin common school district, to me known to be such Board President and Board Clerk, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said common school district, by its authority.

Karen C. Hollister
Kenosha, WI
Notary Public, Kenosha County, Wisconsin
My Commission expires/is: 03-27-2011

Drafted By:
WILLIAM K. RICHARDSON,
Assistant City Attorney

Stormwater Maintenance Standards – CITY Requirements

Wet Detention Basin

1. **Outlet Structure Maintenance:** Trash grates shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris on the trash grate shall be removed and disposed of offsite. If significant debris has passed the trash grates, it will be necessary to lift the grate to remove that debris. If debris passing the trash grate or vandals attempting to plug the outlet is a problem, then revisions should be made in the trash grate. Any time a trash grate needs replacement, the replacement grate must be constructed of stainless steel. Any blockage of the basin outlet must be addressed immediately. Blockage of the lower stages of the outlet structure must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas. Any time a substantial portion of the grass area becomes damaged, the entire bottom area of the detention basin will need to be reseeded.
2. **Downstream Stormwater Conveyance:** Upon detection of storm water failing to completely drain down to the basin discharge elevation, an investigation shall be made to determine the cause. Any obstruction or sediment buildup in the downstream pipes or drainage-way must be removed within 30 days and any damage to the basin such as wave terraces or grass die-off due to the water back up shall be repaired.
3. **Sediment removal:** Soundings shall be taken every 5 years to determine the amount of sediment deposition. More than 2 feet of sediment in any area shall require excavation of the sediment from that area. If more than 25% of the pond bottom has greater than 1 foot of sediment the entire pond will need to be dredged or excavated to the original elevation.

Stormwater Maintenance Standards - KUSD Requirements

1. Greenspace: Vegetation shall be maintained to prevent erosion caused by stormwater runoff. An inspection shall be made at least every 6 months. If vegetation is no longer in good condition it shall be replanted.
2. Curb & Gutter: All curb and gutter shall be inspected every 6 months. This inspection shall include the condition of the gutter and the cleanliness of the gutter. This shall be maintained to allow for proper drainage of the area.
3. Storm Sewer: All storm sewers shall be inspected once a year. This inspection shall include the condition of the main line storm sewers to ensure that the system is functioning according to the design requirements.
4. Catch Basins and inlets: All catch basins and inlets shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
5. Gutters and Downspouts: All building's gutters and downspouts shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
6. Wet Detention Basins
 1. Mowing: The grass areas must be mowed when the grass reaches a height of 6 inches or monthly during the growing season – whichever occurs first. At no time shall the detention basin be mowed when the bottom or side slopes are still soft after recent storage of storm water. Any ruts created by mowing shall be graded closed or filled with topsoil, seeded, and covered with a tackifier type mulch within one week of the damage. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate. Any vegetation growing at the edge of a permanent pond shall not be mowed since this ruts the edge of the pond and puts debris in the water. Any undesirable vegetation around the permanent pond should be removed mechanically and in accordance with DNR regulations and guidelines.
 2. Maintenance of Plantings: All planting of trees and bushes shall be maintained in good condition. An examination of the plantings shall be made each Spring and Fall and any dead trees or bushes replaced at that time. The replacement shall be in kind or with a suitable species approved by the City Forester. All planting shall receive regular watering during the first few years until they become well established. Mulch beds shall be maintained around the plantings to discourage the

growth of weeds and to conserve moisture. The area immediately around the plantings shall be kept free of weeds by pulling or weed whipping each time the grass is mowed. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced by a specimen of similar size.

3. Erosion: Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.
4. Invasive plant species: Invasive plant species such as purple loose strife or canary reed grass shall not be allowed to become established in the detention basin. At the detection of such species a control program shall be established and progress in their control shall be included in the yearly report.
5. Use of chemicals: No fertilizer or weed killer shall be used with the detention basin parcel.
6. Alterations to the detention basin: No alterations may be made to the detention basin in the way of grading, additional discharges to the basin, plantings etc without permission from the Storm Water Utility.
7. Control of water plants: Some water plants are desirable as they provide a balance environment for aquatic life and aid in the removal of nutrients from the storm water. Growth along the edge of the pond stabilizes the shoreline against erosion and discourages geese from using the pond. Excessive growth should be controlled by mechanical removal of the plants. Any use of chemicals in the pond must be in conformance with DNR regulations and guidelines and receive prior approval from the Kenosha Stormwater Utility. If the shoreline erodes due to lack of proper stabilization some other means of protection such as the placement of boulders will be required. The control of algae is not a required maintenance item since the objection to algae is mainly based on esthetics.

Stormwater Operation and Maintenance Report

Owner: _____	Phone No.: _____
Parcel No. _____	Address: _____
City: _____	State: _____
Zip: _____	Contact Name: _____

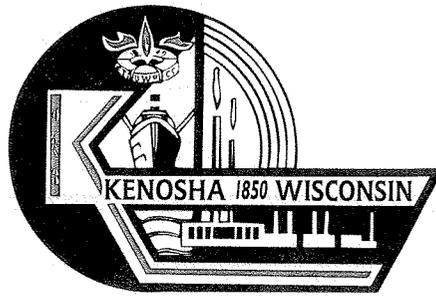
Date of Inspection (mm/dd/yy): _____	Inspection	<input type="checkbox"/> 6 Month <input type="checkbox"/> Other _____
Time of Inspection	Start: _____	Name of Individual Performing Inspection (please print): _____
	End: _____	

Weather Conditions during Inspection: _____

Stormwater Facility Inspection				
Condition	Good	Bad	Requires Maintenance	Notes: (Condition / Corrective Action)
General Site Conditions				
Greenspace				
Curb & Gutter				
Catch Basins				
Stormsewer				
Gutters/Downspouts				
Wet Detention Basin				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Erosion				
Invasive Plants	Yes	No		

Signature of Inspector _____	Date _____
Signature of Owner _____	Date _____

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



Item # K.2.
City of Kenosha
Common Council Agenda
8/3/09

MEMO

TO: Mayor Keith Bosman
Members of the Common Council

FROM: Anthony Geliche, Department of City Development *A.G.*

RE: **Neighborhood Stabilization Program Contract**

DATE: July 27, 2009

Attached is the Contract between the City of Kenosha and the State of Wisconsin – Department of Commerce for the use of \$1,737,467 under the Neighborhood Stabilization Program (NSP).

As outlined in the attached June 11, 2009 memo to the Common Council, the NSP was established to stabilize communities that have suffered from residential foreclosures and abandonment.

The City will use the funding to acquire eight (8) bank-owned foreclosed residential properties. Six (6) properties will be rehabilitated and two (2) properties will be demolished and two new homes will be constructed. Also, the City will provide direct home ownership assistance, in the form of a second mortgage, to all eight of the properties rehabilitated and newly constructed.

NSP funds must be used to benefit individuals and households whose income does not exceed one hundred twenty (120%) percent of County Median Income (\$85,080 for a family of 4). At least thirty (30%) percent of the funds shall assist households with incomes not to exceed fifty (50%) percent of the County Median Income (\$35,450 for a family of 4).

Attachment C of the Contract outlines the time table for the use of the funds as well as the service area. All funds must be committed to activities by August 15, 2010, with all activities completed by February 28, 2013. Activities undertaken must be located within the areas defined by HUD as having the highest foreclosure risk score. The areas with the highest foreclosure risk scores, 10, 9, or 8, are shown on the attached map, with the highest risk score having the darkest color.

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

If you have any questions on the NSP funding, please contact me at 653-4030.

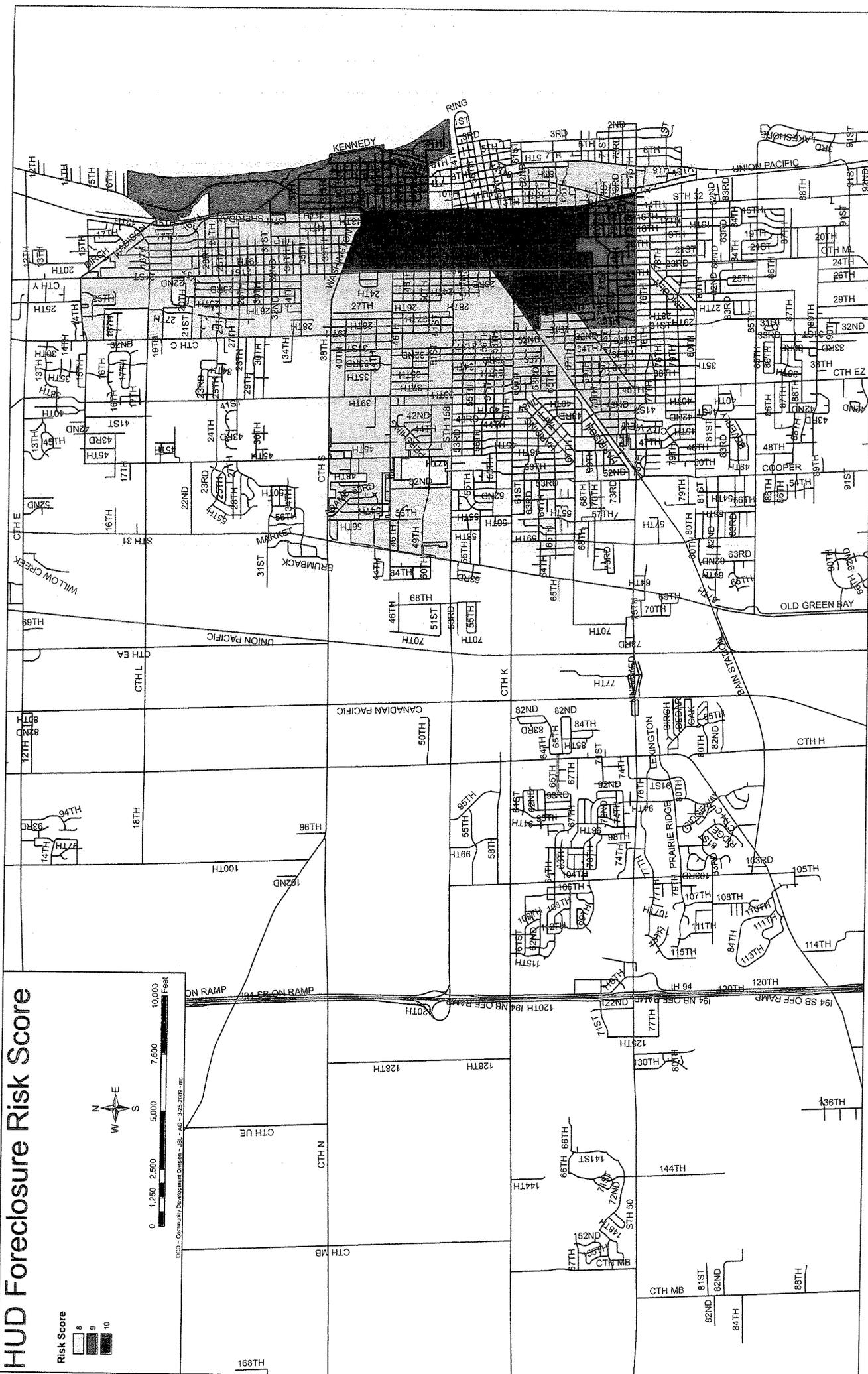
TG:kas
Attachment

HUD Foreclosure Risk Score

Risk Score



ESD - Commercial Development Division - BL - AG - 3-13-2008 - ME



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 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

May 18, 2009

The Honorable Keith G. Bosman
Mayor
City of Kenosha
625 52nd Street, Rm. 300
Kenosha, WI 53140

Dear Mayor Bosman:

I am pleased to inform you that the proposal submitted under the Wisconsin Neighborhood Stabilization Program (NSP) has been approved for an award of \$1,737,467.00 in NSP funding. Your efforts in developing and carrying out this program will help to stabilize neighborhoods and stem the decline of house values in neighboring homes.

I am very pleased that the Wisconsin Department of Commerce, Division of Housing and Community Development, and the City of Kenosha will be working together to provide stable neighborhoods and quality, affordable housing for Wisconsin citizens. Soon you will be receiving a draft contract for your NSP award. All contracts are to be finalized within 60 days of receipt of the draft document. Failure to finalize the contract may result in the NSP award being reduced or withdrawn.

Congratulations and thank you for making Wisconsin's Neighborhood Stabilization Program a success.

Sincerely,


James O'Keefe, Administrator
Division of Housing & Community Development

JOK: BK

cc: Anthony Geliche

RECEIVED
MAY 19 2009

OF
ENT

Neighborhood Stabilization Program Budget Summary

Acquisition

Number of Properties	8
Amount for Acquisition	100,000
	800,000

Rehabilitation

Number of Properties	6
Amount for Rehabilitation	30,000
	180,000

Demolition

Number of Properties	2
Amount for Demolition	10,000
	20,000

New Construction

Number of Properties	2
Amount for New Construction	190,000
	380,000

Direct Homeownership Assistance

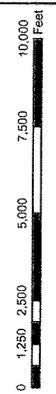
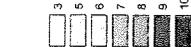
Number of Properties	8
Amount for Assistance	30,000
	240,000

Housing Total	1,620,000
Administration (7.5% of the Housing total)	121,500
Total Request	1,741,500

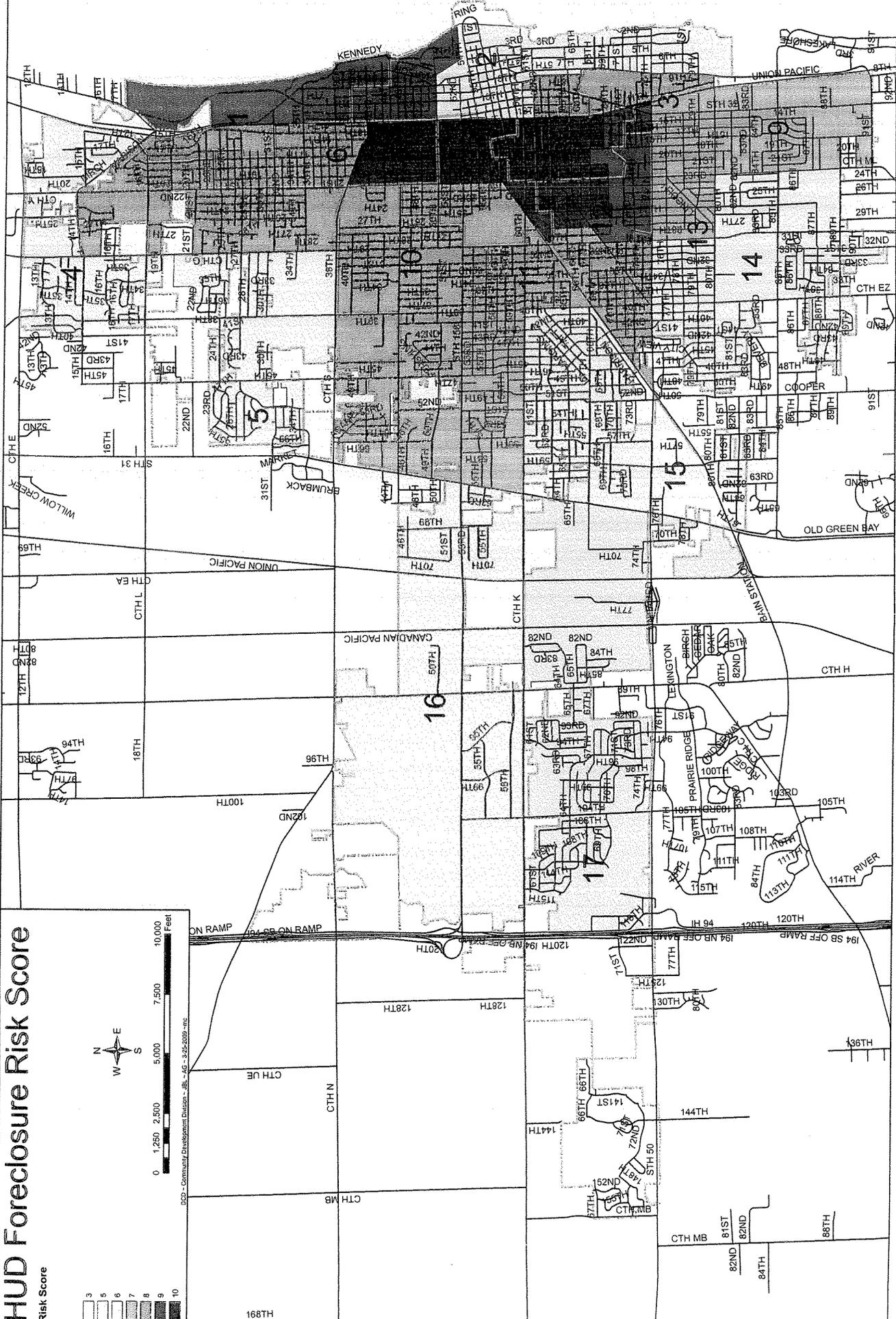
Funding amounts are estimated amounts

HUD Foreclosure Risk Score

Risk Score



DDP - Community Development Division - JB - AG - 3-25-2009 - msc



Performance Period: April 1, 2009 thru February 28, 2013
Award Amount: \$1,737,467.00

**NEIGHBORHOOD STABILIZATION PROGRAM (NSP) CONTRACT
BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF COMMERCE
AND
CITY OF KENOSHA**

CONTRACT # NSP 09-13

THIS CONTRACT is made and entered into by and between the State of Wisconsin Department of Commerce, hereinafter referred to as the "Department," and City of Kenosha, hereinafter referred to as the "Grantee." This Contract is effective as of **April 1, 2009** and after signature of all parties.

WHEREAS, the Department administers the Neighborhood Stabilization Program, hereinafter referred to as the "Program," through the Division of Community Development to provide funds for eligible activities; and

WHEREAS, the Grantee has submitted an application for the identified Program; and

WHEREAS, this Contract is a mutually exclusive contract and is distinguished from all previous contracts between the Grantee and the Department and contains the entire understanding between the parties; and it is the intention of the parties to this Contract that all activities described herein shall be for their mutual benefit; and

WHEREAS, the terms and conditions herein shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Contract; and

WHEREAS, pursuant to Section 560.9804 (1), Wis. Stats., the Department is authorized to enter into an agreement with an agent designated under Section 560.9804 (2), Wis. Stats., to allow the agent to do one or more of the activities identified in Section 560.9804 (1), Wis. Stats., as may be further limited under the terms of this agreement;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Sections 1 and 2 below, Articles 1 through 35, and ATTACHMENTS A through G which are annexed and made a part hereof.

SECTION 1: The Department, on reliance upon the representations set forth in the Application, has approved an award in the amount of **\$1,737,467.00** for eligible activities and will provide said funds to the Grantee consistent with the terms of this Contract and the Grantee's compliance with the conditions of this Contract; and

SECTION 2: The Grantee shall and will comply fully and completely with all provisions of this Contract in order to be eligible for the funds awarded under this Contract and to be in compliance with all provisions of this Contract.

STATE OF WISCONSIN

CITY OF KENOSHA

By: James O'Keefe
Title: Administrator, Division of Housing and
Community Development

By: The Honorable Keith G. Bosman
Title: Mayor
Date: _____

Date: _____

By: Michael K. Higgins
Title: City Clerk/Treasurer

Date: _____

GENERAL TERMS AND CONDITIONS

ARTICLE 1. REVIEW

Liaison with the Department shall be through the Administrator of the Division of Housing Community Development or person designated by the Administrator, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin and the United States. Where applicable, the Grantee shall comply with local laws and ordinances.

ARTICLE 3. IDENTIFICATION AND AVAILABILITY OF FUNDS

The source of program funding for this Agreement is described in the ATTACHMENTS.

Continuation of this Agreement beyond the limits of funds available shall be contingent upon appropriation of the necessary funds. Termination of this Agreement for lack of appropriations shall be without penalty.

ARTICLE 4. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement.

ARTICLE 5. PERIOD OF PERFORMANCE AND NOTICES

Except for Survival Requirements (ARTICLE 4), the Performance Period is the term of this Agreement. The Period of Performance under this Agreement is as defined in the ATTACHMENTS.

All notices, demands, or requests under this Agreement shall be in writing to the addresses listed in the ATTACHMENTS.

ARTICLE 6. OBJECTIVES/SCOPE OF WORK

The eligible activities under this Agreement are summarized in the ATTACHMENTS. In the event of a conflict between the summary in the ATTACHMENTS and the application and/or other supporting documents previously submitted to the Department by the Grantee, the ATTACHMENTS shall control.

The Grantee shall supply all necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the eligible activities set forth in the ATTACHMENTS. The Grantee shall provide the services in accordance with applicable professional standards.

ARTICLE 7. SUBCONTRACTS/ASSIGNMENTS

The Grantee shall not assign or subcontract all or any part of the administrative work under this Agreement without prior written notification to the Department. The Department reserves the right to reject any subgrantee after notification. The Grantee must provide the Department with a copy of any executed subcontract or accepted subgrantee bid for the purpose of administering this Agreement that relates to activities funded under this Agreement. The Grantee shall be responsible for all matters involving any subgrantee engaged under this Agreement, including Agreement compliance, performance, and dispute

resolution between itself and a subgrantee. The Department bears no responsibility for subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. REPORTING

The Grantee shall submit all required reports to the Department in a complete and timely manner according to the schedule set forth in the ATTACHMENTS, and shall comply with all other applicable regulations.

ARTICLE 9. FAILURE TO PERFORM

The Department reserves the right to suspend payment of funds, in whole or part, if any required report is not timely provided to the Department upon request or as required under any provision of this Agreement, or if the Grantee has not complied with the terms of this Agreement. The Department further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other Agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance, may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 10. TERMINATION OF AGREEMENT FOR CAUSE

The Department reserves the right to terminate this Agreement in whole or in part without penalty effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Agreement.

ARTICLE 11. TERMINATION OF AGREEMENT

Notwithstanding and in addition to the right to terminate the Agreement in Article 10 above, the Department may terminate this Agreement at any time at its discretion by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the Department. The Grantee may terminate this Agreement by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment made by the Department to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all applicable federal and state laws, ordinances, and regulations which are in effect during the performance period of this Agreement and which in any manner affect the Grantee's work or conduct.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents, and employees for all suits, actions, or claims of any character brought for or as a result of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or any of its subgrantees, in prosecuting work under this Agreement. If Grantee is a federally recognized American Indian Tribe or

Band, or an Authority, this Article shall not be construed as a waiver of tribal sovereign immunity and local ordinances or regulations may not apply.

ARTICLE 13. CAPTIONS AND TERMS

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement. Terms used but not specifically defined herein shall have the meaning defined by the Department.

ARTICLE 14. PARTIAL INVALIDITY OF AGREEMENT

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

ARTICLE 15. AMENDMENT

Any amendment to this Agreement is at the discretion of the Department and must be by written amendment to this Agreement between the Department and the Grantee.

ARTICLE 16. SPECIAL CONDITIONS

Special Conditions incorporated as part of this Agreement are described in the ATTACHMENTS.

FISCAL TERMS AND CONDITIONS

ARTICLE 17. METHOD OF PAYMENT

Payments are to be used exclusively for expenses incurred during the Performance Period of this Agreement. Payments under this Agreement shall be made according to the schedule incorporated as part of this Agreement as the ATTACHMENTS.

Request for final payment of any and all funds awarded by this Agreement, including project and administrative funds, must be received by the Department or other appropriate governmental agency or entity within 60 days of the end of the Performance Period or termination of this Agreement unless otherwise specifically provided for in the ATTACHMENTS.

Costs incurred prior to the effective date of the Agreement whether or not they would have been allowable hereunder if incurred after such date are only allowable if specifically provided for in the ATTACHMENTS.

ARTICLE 18. VARIANCES

Variations may be permitted as set forth in the ATTACHMENTS. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes must be made by an amendment to this Agreement.

ARTICLE 19. REIMBURSEMENT OF FUNDS

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs of services provided under this Agreement. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent

payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds, which are determined by the Department to have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 20. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other agreements under this Program toward the activities for which funding is authorized by this Agreement, nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other agreements under the Program. The word "funds" as used in this Article does not include Program Income.

ARTICLE 21. PROGRAM INCOME

Program Income means gross income received by the Grantee which is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all contracted funds obtained from the Department; proceeds derived after Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition. Program Income may be further described in the ATTACHMENTS.

The Grantee shall record all Program Income which shall be used in accordance with the rules and regulations of the Program funding source described in the ATTACHMENTS. If at any time changes in the use of Program Income are considered, the Grantee must submit a plan detailing the proposed uses of Program Income to the Department for approval. Should the Grantee decide following Agreement close out to discontinue using Program Income for such purposes, the Grantee further agrees to return the Program Income balance and any additional Program Income accrued to the Department by January 31 of the following year.

ARTICLE 22. FINANCIAL MANAGEMENT

The Grantee shall maintain a financial management system which complies with the rules and regulations required by the Program funding source described in the ATTACHMENTS and with standards established by the Department to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 23. PROCUREMENT

The Grantee shall conduct all procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value of the transactions, in a manner that provides maximum open and free competition.

ARTICLE 24. CONFLICT OF INTEREST

No person who is an employee, agent, consultant or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subcontract, or Agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines, in consultation with federal agencies if necessary, that such exception is in the best interests of the State and is not contrary to state or federal laws.

ARTICLE 25. BONDING AND INSURANCE

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Agreement funds and activities undertaken with Agreement funds and program income expended under this Agreement.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Agreement.

ARTICLE 26. PUBLICATIONS

The Department shall retain ownership of all materials produced under this Agreement. The Department grants to the Grantee royalty-free, non-exclusive, and irrevocable license to reproduce, publish, otherwise use, or authorize others to use such printed materials. All printed materials funded in whole or in part under this Agreement must contain the following statement.

"This publication and/or the activities described herein were funded by the State of Wisconsin, Department of Commerce, Division of Housing and Community Development."

ARTICLE 27. RECORD KEEPING AND CONFIDENTIALITY

The Grantee shall establish a record keeping system that conforms to the rules and regulations required by the Program funding source described in the ATTACHMENTS and/or to standards established by the Department to assure that the Agreement is in compliance with all applicable regulations. The system shall provide an historic account of Agreement activities for examination and review by anyone authorized by the Department. Records shall be maintained after final audit of the Agreement for a period of not less than three (3) years unless the program requirements are longer.

The minimum acceptable records for administrative purposes of this Agreement consist of:

- 1) Documentation of employee time;
- 2) Documentation of all materials, supplies, and travel expenses;

- 3) Inventory records and supporting documents for allowable equipment purchased to carry out the scope of work of the project;
- 4) Documentation and justification of the methodology used for any in-kind contributions;
- 5) Justification supporting allocation of space charges or other indirect cost allocation methods; and
- 6) Any other records which support charges incurred.

The Grantee shall maintain sufficient segregation of accounting records for this Agreement separate from other Agreements, projects, and programs.

Except as required by the Department, disclosure by the Grantee of any information concerning beneficiaries who receive services from the Grantee is prohibited. The Grantee is responsible for obtaining all necessary, informed, written consent of the beneficiaries or the beneficiaries' legal guardians when the beneficiaries apply to the Grantee so that this Agreement can be properly administered by the Grantee and audited by the Department.

ARTICLE 28. EXAMINATION OF RECORDS

Documents related to this Agreement shall be made available for review by the Department during normal business hours.

The Department shall have access to all records related to this Agreement at any time during normal business hours, and shall have the right to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records, in whatever form, relating to this Agreement. If the material is on electronic media, the Grantee shall provide copies in such form as may be requested by the Department. Such material must be retained after final audit of the Agreement for a period of not less than three (3) years unless the program requirements are longer. See Attachment G, Special Conditions, for specific program requirements. This provision shall also apply in the event of termination of this Agreement.

ARTICLE 29. AUDIT REQUIREMENTS

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards. The following requirements apply:

NOTE: The funding source (federal or state) of this grant is identified in the ATTACHMENTS.

Federal Funded Awards:

Governmental Grantees, or their assignees, including Non-Profit and For-Profit assignees, that **expend** \$500,000 or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984 (including the Single Audit Act Amendments of 1996), OMB Circular A-133, and the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

Non-Profit Grantees, or their assignees, that **expend** \$500,000 or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984 (including the Single Audit Act Amendments of 1996) and OMB Circular A-133. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

For-Profit Grantees, or their assignees, that **expend** \$500,000 or more in a single year from awards which funding originated from Federal Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from Federal Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from Federal Government sources is less than \$500,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

State Funded Awards:

***NOTE:** If an audit is required under OMB Circular A-133 as described above, then this section does not apply, as State Funded Awards shall already be included in that audit.*

Governmental, Non-Profit, and For-Profit Grantees, or their assignees, that **expend** \$100,000 or more in a single year from awards which funding originated from Federal Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from Federal Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from State Government sources is less than \$100,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

Submit To:

Send one copy of the Audit and Management Letter **or** the letter confirming that the audit requirements are not applicable to:

Federal Auditor
Wisconsin Department of Commerce
Division of Administrative Services
P.O. Box 7970
Madison, Wisconsin 53707-7970.

ASSURANCES

ARTICLE 30. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

The Grantee shall comply with s. 16.765, Wis. Stats., as follows:

In connection with the performance of work under this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, or national origin.

This provision shall include, but not be limited to, the following activities: 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. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of the nondiscrimination clause.

An Affirmative Action Plan is required from any Grantee who receives an award from the Department in excess of \$25,000 and who has a work force of twenty-five (25) or more employees as of the Agreement date. Grantees with an annual work force of less than twenty-five (25) employees, in lieu of a written affirmative action plan, are required to have on file with the Department a completed and signed exemption form. General purpose units of government and Indian Tribes or Bands or Authorities are exempt from this requirement.

The Grantee shall include these provisions in any subcontract associated with this Agreement.

ARTICLE 31. DISCLOSURE

If a state public official as defined by s. 19.42, Wis. Stats., or an organization in which a state public official holds at least a 10% interest is a party to this Agreement, this Agreement is voidable by the State unless appropriate disclosure is made to the State of Wisconsin Ethics Board.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and of the Department.

ARTICLE 32. FAIR HOUSING

The Grantee shall comply with Title VIII of the Federal Civil Rights Act of 1968 (as amended), and s. 106.50, Wis. Stats., and any subsequent relevant laws or amendments.

ARTICLE 33. SMALL BUSINESS, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business, local business, woman-owned, and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for Agreements or subcontracts to be performed utilizing these funds.

The Grantee shall keep records of the extent (number and dollar amount) of participation by the above-specified businesses, including owners, and assess the results of its efforts to encourage the use of such businesses.

ARTICLE 34. UNIFORM ADMINISTRATIVE REQUIREMENTS

Dependent on the nature of your program, the following U.S. Office of Management and Budget (OMB) Circulars apply:

Although there are six grant circulars, the Grantee is only covered by three, depending on type of entity as follows:

States, local governments, and Indian Tribes follow:

- A-87 for cost principles
- A-102 for administrative requirements, and
- A-133 for audit requirements

Educational Institutions (even if part of a State or local government) follow:

- A-21 for cost principles
- A-110 for administrative requirements, and
- A-133 for audit requirements

Non-Profit Organizations follow:

- A-122 for cost principles
- A-110 for administrative requirements, and
- A-133 for audit requirements

ARTICLE 35. DEBARRED CONTRACTORS

Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status. Grantees must certify that all contractors, subcontractors, lower-tier contractors and subrecipients are not listed in the federal publication that lists debarred, suspended and ineligible contractors.

ATTACHMENT A PROGRAM FUNDING SOURCE

FUNDING SOURCE

The Neighborhood Stabilization Program is funded pursuant to Title III of Division B of the Housing and Economic Recovery Act, 2008 (HERA). HERA provides assistance in the form of federal grants to state and local governments for the purpose of redevelopment of abandoned and foreclosed homes and residential properties. HERA states that, except as otherwise specified, the federal grants are to be considered Community Development Block Grant (CDBG) funds. The grant program under Title III is commonly referred to as the Neighborhood Stabilization Program (NSP).

The Catalog of Federal Domestic Assistance numbers for grants made under NSP are as follows: 14.218; 14.225; and 14.228.

**ATTACHMENT B
PERIOD OF PERFORMANCE AND NOTICES**

PERFORMANCE PERIOD

Use of these funds is limited to eligible activities as described under this contract and shall be used within the Performance Period.

The Performance Period for this Contract is April 1, 2009 to February 28, 2013.

All funds must be set-up in the federal data system prior to August 15, 2010. Any funds not obligated to eligible activities, as evidenced by project set-up, shall be suspended effective August 16, 2010. This use of the word "funds" does not apply to program income.

NOTICES

For purposes of this provision, the Grantee shall notify the department in writing within 10 days of change in the Grantee's address. All notices, demands or requests under this Contract shall be in writing to the address listed below:

To the Department: Program Category NSP
Neighborhood Stabilization Program
Department of Commerce
State of Wisconsin
P.O. Box 7970
201 W. Washington Avenue (53703)
Madison, WI 53707-7970

To the Grantee: City of Kenosha
625 52nd Street, Rm. 308
Kenosha, WI 53140

**ATTACHMENT C
OBJECTIVES/SCOPE OF WORK AND TIMETABLE**

SCOPE OF WORK

The Grantee agrees to use **\$1,737,467.00** in NSP activity and administrative funding as follows:

1. Use **\$1,616,467.00** of NSP housing assistance to assist eligible households and complete identified activities. At least 30 percent of the funds shall assist households with incomes not to exceed 50 percent of County Median Income, adjusted for family size. This amount is **\$484,940.00**.
2. Use no more than **\$121,000.00** of NSP administrative funds for costs related to the direct administration of the above program.

As described in Article 7, the Grantee shall not assign or subcontract all or any part of the administrative work under this Agreement without prior written notification and approval to the Department.

SERVICE AREA

The Grantee's service area for eligible activities described in this attachment includes the following census tracts: 55059000800, 55059000900, 55059001100, 55059001200, 55059001500, 55059001600 in Kenosha County.

PROGRAM TIMETABLE

The Grantee agrees to complete the housing activities according to the following schedule:

<u>On or Before</u>	<u>Housing Activity</u>
06/30/09	Finalize agreements with partnering organizations Establish record keeping system
09/30/09	Execute grant agreement Set-up <u> 1 </u> Acquisition/Rehab/Resale Set-up <u> 0 </u> Acquisition/Rehab/Rental Set-up <u> 0 </u> Landbank Activity Submit Intended Reuse Plan for Landbank Properties Set-up <u> 1 </u> Blighted Structure Demolition Set-up <u> 1 </u> Redevelopment Activity

12/31/09 Set-up _1___ Acquisition/Rehab/Resale
 Set-up _0___ Acquisition/Rehab/Rental
 Set-up _0___ Landbank Activity
 Submit Intended Reuse Plan for Landbank Properties
 Set-up _0___ Blighted Structure Demolition
 Set-up _0___ Redevelopment Activity

03/31/10 Set-up __2__ Acquisition/Rehab/Resale
 Set-up __0__ Acquisition/Rehab/Rental
 Set-up __0__ Landbank Activity
 Submit Intended Reuse Plan for Landbank Properties
 Set-up __1__ Blighted Structure Demolition
 Set-up __1__ Redevelopment Activity

06/30/10 Set-up _2___ Acquisition/Rehab/Resale
 Set-up _0___ Acquisition/Rehab/Rental
 Set-up _0___ Landbank Activity
 Submit Intended Reuse Plan for Landbank Properties
 Set-up _0___ Blighted Structure Demolition
 Set-up _0___ Redevelopment Activity

08/15/10 Set-up _2___ Acquisition/Rehab/Resale
 Set-up _0___ Acquisition/Rehab/Rental
 Set-up _0___ Landbank Activity
 Submit Intended Reuse Plan for Landbank Properties
 Set-up _0___ Blighted Structure Demolition
 Set-up _0___ Redevelopment Activity

09/30/10 Continue housing assistance activities

02/28/13 Complete all activities

03/15/13 Submit all requests for payment

ATTACHMENT D REPORTING SCHEDULE

The Grantee agrees to follow the reporting procedures of the Department as specified in the most recently published Division of Housing and Community Development NSP1 Implementation Handbook and NSP1 as authorized under Division B, Title III of the Housing and Economic Recovery Act (HERA) of 2008 and any subsequent revisions, including but not limited to:

DATA INFORMATION

Submit forms such as data system Set-Up Form(s), Completion Report(s), and other forms as requested by the Department to fulfill NSP reporting requirements in the Disaster Recovery Grant Reporting (DRGR) system.

PROGRAM INCOME REPORT

Use of program income shall be documented on the NSP Set-Up and Completion Report forms throughout the Performance Period of the contract. Thereafter, a yearly report of your program income shall be required by the Department of Commerce. The report shall capture the amount received by the Grantee during the reporting period, amounts expended during the reporting period for both housing assistance and administrative costs, and balance at the end of the reporting period.

FINAL REPORT

A Contract Completion Report must be submitted no later than 60 days after the end of the Performance Period defined in ATTACHMENT B of this contract. The final report shall be in the format designated by the Department and include a summary of program performance compared to program goals for the total performance period and use of program income.

ADDITIONAL REPORTS AND INFORMATION

The Department reserves the right to amend and require additional information or reports as needed.

ATTACHMENT E METHOD OF PAYMENT

The method of payment is as follows:

NSP CONTRACT FUNDS

NSP1 funding shall be released upon signature of all parties to the NSP contract and receipt of NSP funding from the Department of Housing and Urban Development. The Department, in its sole discretion, may:

1. Prorate and reduce the amount payable to the Grantee hereunder for any quarter in which the grantee fails to achieve 90% of the housing activities as shown in ATTACHMENT C, Program Timetable for that quarter.
2. Terminate this agreement in accordance with Article 11 of the General Terms and Condition for failure to perform for two consecutive quarters.

The Department is not responsible for Grantee's disbursement of funds to beneficiaries, sub-grantees, and/or other creditors.

NSP funds may not be requested more than 15 days prior to the time of an eligible expenditure.

The Grantee is responsible for requesting all payments no later than described in ATTACHMENT C Timetable.

NSP ACTIVITY FUNDS

Housing activity funds are to be set up and disbursed pursuant to the budget described in ATTACHMENT F. An activity must be set-up for a minimum of \$1,000.

The Grantee shall request funds through the Department.

NSP ADMINISTRATIVE FUNDS

NSP administrative funds are to be disbursed pursuant to the budget described in ATTACHMENT F through the Department and according to the procedures in the Department's NSP1 Implementation Handbook.

The NSP administrative funds are payable as follows:

- Upon receipt by the Department of all NSP program working documents, Grantee may request \$2,000.00 of NSP administration funds.
- The balance of NSP administrative funds shall be drawn in proportion to housing activity funds paid out to completed projects. Grantees may request administrative funds during the course of projects by submitting a completed Payment Request form with documentation attached, as follows:
 1. Financing Mechanisms: Activity Completion Report submitted.
 2. Acquisition: HUD-1 settlement statement submitted.
 3. Rehab: Interim inspections, lead clearance, and/or final inspection/Certificate of Occupancy submitted.
 4. Resale/Rental: Completion Report with documentation to show rent-up or beneficiary data for resale to owner-occupant submitted.
 5. Demolition of Blighted Structure: Report by local jurisdiction documenting that the property is blighted.
 6. Landbanking: Property acquired and Reuse Plan submitted.
 7. Redevelopment: Throughout the course of the project, final payment will be held until submission of a Completion Report showing occupancy by eligible household(s).

**ATTACHMENT F
BUDGET**

The Grantee's Federal Employer Identification Number (FEIN) is: 39-6005481

The Grantee's DUNS Number is: 078932589

The NSP Activity funds and NSP Administration funds expended through this contract shall not exceed the total amount listed by category. Activity funds and Administration funds are not transferable between categories. In no case, shall funds expended under this contract exceed the total shown in the Budget table below.

BUDGET TABLE

BUDGET CATEGORY	NSP FUNDS
Housing Assistance:	\$1,616,467.00
A. Financing Mechanisms	\$.00
B. Acquisition/Rehab/Resale	\$1,220,000.00
B. Acquisition/Rehab/Rental	\$.00
C. Landbanking	\$.00
D. Demolition of Blighted Structures	\$20,000.00
E. Redevelopment	\$376,467.00
Administration:	\$121,000.00
TOTAL: \$1,737,467.00	

ATTACHMENT G SPECIAL CONDITIONS

The Grantee shall comply with the Special Conditions as follows:

The Grantee understands the Department has discretion to establish and revise the policies and procedures necessary to administer NSP.

In the event of a conflict between Department policies and procedures and Division B, Title III HERA 2008, the Department, in its discretion, shall determine which documents or parts of documents are controlling.

The Grantee agrees to follow policies and procedures of the Department including but not limited to the most recently published Department NSP1 Implementation Handbook and Division B, Title III HERA 2008 and any subsequent amendments or changes.

A. APPRAISAL

Persons performing appraisals of NSP-funded acquisitions of foreclosed properties must meet the appraisal qualifications of 49 CFR 24.109 (s).

The appraisal must have been completed within 60 days of the final accepted offer made for the property.

If the Grantee is acquiring a property with value estimated at \$25,000 or less and the acquisition is voluntary, the current market appraised value of the property may be established by a valuation of the property that is based on a review of available data by a qualified person.

B. BENEFIT TO LOW-INCOME HOUSEHOLDS

Not less than 30 percent of Housing Assistance funds shall be used for the purchase and redevelopment of abandoned or foreclosed homes or residential properties that will be used to house individuals or families whose incomes do not exceed 50 percent of County Median Income.

C. CONFLICT OF INTEREST

In addition to Article 24, the Grantee agrees to comply with conflict of interest rules as set forth in 24 CFR 570.611.

D. HOMEBUYER COUNSELING

Each NSP-assisted homebuyer must receive and complete at least eight (8) hours of homebuyer counseling from a HUD-approved housing counseling agency before obtaining a mortgage loan.

E. HOUSEHOLD BENEFIT

NSP funds must be used to benefit individuals and households whose income does not exceed 120 percent of County Median Income.

F. PROGRAM INCOME

During the Contract performance period all program income must be obligated for eligible NSP activities funded through this contract prior to utilizing NSP contract funds.

Program must be used to continue the NSP activities funded through this contract. However, the Grantee may utilize up to 10% of the program income amount deposited during the program year for eligible administrative costs.

G. PURCHASE DISCOUNT

Each foreclosed upon home or residential property purchased with NSP funds shall show a minimum discount of 1.0% from the current market appraised value.

Grantees are encouraged to negotiate with lenders to obtain price reductions commensurate with the avoided costs of holding, marketing and selling the homes.

H. ELIGIBLE PROPERTY

Homebuyer: The property must be occupied by an income-eligible homebuyer and serve as the primary residence of the buyer. The buyer must hold fee simple title. Any other form of ownership shall require approval by the Department.

Rental Rehabilitation: The property may consist of one or more buildings on a single site or multiple sites that are under common ownership. All assisted properties are subject to HOME affordability and rent requirements.

I. CONTRACT EXECUTION DEADLINE

The Grantee must be under contract with the Department within 60 days of receipt of the final contract, meaning all signatures have been obtained. The Department reserves the right to withdraw funding if the Grantee fails to return the executed contract.

J. MONITORING

The Grantee will be monitored at least once during the performance period of the contract. Grantees may be monitored on-site at the grantee's office or the grantee may be asked to submit files to the Department for a desk monitoring session.

L1-2

**Recommendations from the
Committee on Finance
August 3, 2009**

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 13

Approved by Council _____



Item # L.1.
City of Kenosha
Common Council Agenda
8/3/09

The Finance Committee reviewed the attached listing of disbursements for the period from 07/01/09 through 07/15/09 and have approved the disbursements as follows:

1. Checks numbered from 086732 through 087144 as shown on attached listing consisting of:

a. Debt Service	<u>-0-</u>
b. Investments	<u>1,124,051.57</u>
c. All Other Disbursements	<u>2,786,368.91</u>
SUBTOTAL	<u>3,910,420.48</u>

PLUS:

2. City of Kenosha Payroll Wire Transfers
from the same period: 1,311,326.44

TOTAL DISBURSEMENTS APPROVED 5,221,746.92

Eric Haugaard

Katherine Marks

Anthony Kennedy

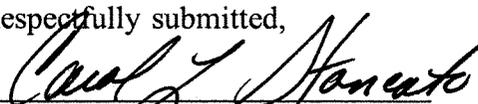
Daniel Prozanski Jr.

Tod Ohnstad

David Bogdala

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectfully submitted,



Director of Finance

FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #13

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 07/29/09

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86732	7/02	ACE HARDWARE	110-03-53103-361-000	5/09 ST MERCHANDISE	71.94
			110-03-53103-353-000	5/09 ST MERCHANDISE	49.99
			110-03-53103-389-000	5/09 ST MERCHANDISE	31.96
			110-05-55111-249-000	5/09 PW MERCHANDISE	31.46
			110-05-55109-244-000	5/09 PW MERCHANDISE	30.94
			110-02-52203-353-000	5/09 FD MERCHANDISE	29.27
			205-03-53119-357-000	5/09 ST MERCHANDISE	27.93
			501-09-50105-357-000	5/09 ST MERCHANDISE	23.95
			110-02-52203-357-000	5/09 FD MERCHANDISE	19.99
			110-05-55109-389-000	5/09 PW MERCHANDISE	14.48
			110-05-55109-249-000	5/09 PW MERCHANDISE	11.20
			110-05-55109-344-000	5/09 PW MERCHANDISE	8.99
			110-03-53109-375-000	5/09 ST MERCHANDISE	2.58
				..... CHECK TOTAL	354.68
86733	7/02	BINDELLI BROTHERS, INC	110-09-56501-259-000	6/09 6132 22 AVE	294.00
			110-09-56501-259-000	6/09 6134 22 AVE	90.12
			110-09-56501-259-000	6/09 1902 53 ST	80.00
			110-09-56501-259-000	6/09 1826 56 ST	72.12
			110-09-56501-259-000	6/09 1902 53 ST	72.12
				..... CHECK TOTAL	608.36
86734	7/02	CLERK OF CIRCUIT COURT	110-01-50301-219-000	DOCKET FEE	6.25
86735	7/02	GENERAL COMMUNICATIONS, INC.	110-02-52203-369-000	ANTENNA	120.00
			110-02-52203-369-000	ANTENNA	77.00
			520-09-50201-231-000	6/09-TD MISC. ITEMS	36.00
			110-02-52203-369-000	6/09-FD MISC. ITEMS	31.00
				..... CHECK TOTAL	264.00
86736	7/02	INTERSTATE ELECTRIC SUPPLY	520-09-50201-347-000	5/09-TD ELECTRICAL S	266.97
			520-09-50202-246-000	6/09-TD ELECTRICAL S	174.05
			524-05-50101-246-000	6/09-PW ELECTRICAL S	70.09
			521-09-50101-375-000	6/09-AR ELECTRICAL S	67.52
			110-03-53109-375-000	6/09-ST ELECTRICAL S	26.57
			110-03-53110-389-000	6/09-ST ELECTRICAL S	23.80
			110-03-53109-375-000	6/09-ST ELECTRICAL S	22.36
			110-03-53109-375-000	6/09-ST ELECTRICAL S	10.32
			521-09-50101-375-000	6/09-AR ELECTRICAL S	9.01
			110-03-53109-375-000	6/09-ST ELECTRICAL S	4.63
			110-03-53109-375-000	6/09-ST ELECTRICAL S	3.02
			632-09-50101-357-000	6/09-SE ELECTRICAL S	1.50
				..... CHECK TOTAL	679.84

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86737	7/02	JANTZ AUTO SALES INC	630-09-50101-393-000	6/09-SE MERCHANDISE/	210.00
86738	7/02	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	TAIL LIGHT ENCLOSURE	2,400.00
86739	7/02	KENOSHA CITY/COUNTY	110-02-52111-251-000	7/09 JOINT SERVICES	234,415.50
			110-02-52202-251-000	7/09 JOINT SERVICES	58,603.92
			110-02-52103-341-000	5/09 PATROL FLT GAS	15,798.92
			110-02-52103-345-000	5/09 PATROL FLT MNT	6,253.92
			110-02-52102-341-000	5/09 DTCTV FLT FUEL	1,806.11
			110-02-52109-341-000	5/09 SCU FLT MAINT.	1,800.40
			110-02-52102-345-000	5/09 DTCTV FLT MAINT	1,116.29
			110-02-52109-341-000	5/09 SCU FLEET FUEL	609.73
			110-02-52101-341-000	5/09 ADMIN-FLT FUEL	183.29
			110-02-52103-341-000	5/09 MOTORCYCL FUEL	167.22
				..... CHECK TOTAL	320,755.30
86740	7/02	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	7/02/09 CITY HRLY	17,277.37
			110-00-21562-000-000	7/02/09 WATER HRLY	4,043.00
			110-00-21562-000-000	7/02/09 MUSEUM HRLY	115.00
				..... CHECK TOTAL	21,435.37
86741	7/02	LABOR PAPER, THE	110-01-50101-321-000	6/09 1ST & 2ND ORDS	33.34
86742	7/02	UNITED HOSPITAL SYSTEMS INC	110-09-56306-161-000	3/24/09 O VILLALOBOS	2,106.98
			110-09-56306-161-000	5/19/09 S SCHUMACHER	560.16
			110-09-56306-161-000	5/19/09 S WENGER	560.16
				..... CHECK TOTAL	3,227.30
86743	7/02	AMERICAN PLANNING ASSOC	110-01-51701-323-000	M. MAKI 10/09-9/10	334.00
86744	7/02	ROYALE HOUSE, INC.	724-00-21933-000-000	BRICK ENGRAVING	1,292.00
86745	7/02	SHOPKO DEPT. STORE	520-09-50202-249-000	6/09 TD MERCHANDISE	71.96
			110-02-52203-382-000	6/09 FD STA 5 MERCHA	54.20
			110-05-55109-341-000	6/09 PA MERCHANDISE	19.98
				..... CHECK TOTAL	146.14
86746	7/02	SIMPLEX GRINNELL	521-09-50101-246-000	FIRE SPRINKLER SYST.	809.50
86747	7/02	LORENZ TOPSOIL	110-05-55109-353-000	6/09 PULVERIZED TOPS	95.00

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86748	7/02	WE ENERGIES	633-09-50101-221-000	#25 05/26-06/24	2,677.78
			110-05-55111-221-000	#25 05/28-06/24	2,293.51
			520-09-50401-221-000	#25 05/26-06/24	1,992.55
			110-05-55111-221-000	#25 05/20-06/18	1,835.15
			110-03-53103-221-000	#25 05/27-06/25	1,245.21
			110-02-52203-221-000	#25 05/26-06/23	1,193.61
			110-01-51801-221-000	#25 05/28-06/25	1,153.34
			110-05-55109-221-000	#25 05/27-06/25	1,067.52
			110-03-53109-221-000	#25 05/21-06/22	1,051.56
			632-09-50101-221-000	#25 05/27-06/24	930.29
			110-03-53116-221-000	#25 05/19-06/18	673.51
			110-03-53109-221-000	#25 05/21-06/24	657.06
			110-03-53109-221-000	#25 05/20-06/22	654.56
			110-03-53109-221-000	#25 05/25-06/23	591.81
			110-03-53109-221-000	#25 05/20-06/21	496.97
			110-02-52203-221-000	#25 05/26-06/24	496.20
			110-03-53109-221-000	#25 05/26-06/24	425.96
			110-03-53109-221-000	#25 05/20-06/19	418.89
			110-03-53109-221-000	#25 05/26-06/25	416.38
			110-05-55111-222-000	#25 05/20-06/18	408.30
			110-05-55109-221-000	#25 05/21-06/22	369.81
			110-03-53109-221-000	#25 05/19-06/22	339.47
			110-05-55109-221-000	#25 05/19-06/18	314.43
			110-03-53109-221-000	#25 05/27-06/24	296.15
			110-03-53103-222-000	#25 05/27-06/24	257.04
			110-05-55111-221-000	#25 05/27-06/25	222.79
			110-03-53103-221-000	#25 05/25-06/23	212.43
			110-02-52203-222-000	#25 05/26-06/23	182.83
			110-05-55109-221-000	#25 05/26-06/24	151.42
			110-01-51801-222-000	#25 05/28-06/25	133.97
			110-03-53109-221-000	#25 05/19-06/18	122.98
			110-05-55106-222-000	#25 05/21-06/22	91.92
			110-05-55109-222-000	#25 05/27-06/24	90.43
			519-09-50103-221-000	#25 05/25-06/23	52.82
			632-09-50101-222-000	#25 05/27-06/24	49.47
			110-02-52203-222-000	05/26-06/24	42.79
			520-09-50401-222-000	#25 05/25-06/23	28.50
			110-05-55109-221-000	#25 05/20-06/21	21.04
			110-03-53117-221-000	#25 05/19-06/18	20.31
			110-05-55109-222-000	#25 05/25-06/23	17.14
			110-03-53103-221-000	#25 05/26-06/24	16.09
			110-05-55109-221-000	#25 05/25-06/23	9.33
			110-05-55109-222-000	#25 05/26-06/24	8.12
				..... CHECK TOTAL	23,731.44

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86749	7/02	REINDERS INC.	524-05-50101-389-000 110-05-55109-389-000	5/09-GO PARTS/SERVI 5/09-PA PARTS/SERVIC CHECK TOTAL	176.19 28.31 204.50
86750	7/02	CARRICO AQUATIC RESOURCES	110-05-55111-219-000 110-05-55111-219-000	WATER MANAGEMENT WATER MANAGEMENT CHECK TOTAL	2,807.25 2,159.00 4,966.25
86751	7/02	INLAND DETROIT DIESEL	520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000	5/09-PARTS/MATERIAL 5/09-PARTS/MATERIAL 5/09-PARTS/MATERIAL CHECK TOTAL	365.71 286.01 177.97 829.69
86752	7/02	LARK UNIFORM, INC.	110-02-52103-367-000 110-02-52103-367-000	6/09 #538 UNIFORM IT 6/09 #289 UNIFORM IT CHECK TOTAL	299.80 263.70 563.50
86753	7/02	BATTERIES PLUS COMMERCIAL	110-02-52203-385-000 110-02-52203-385-000	6/09 FD BATTERIES & 6/09 FD BATTERIES & CHECK TOTAL	92.38 47.96 140.34
86754	7/02	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21511-000-000 110-00-21612-000-000 110-00-21614-000-000 110-00-21514-000-000	7/02/09 HRLY DEDUCT 7/02/09 HRLY DEDUCT 7/02/09 HRLY DEDUCT 7/02/09 HRLY DEDUCT 7/02/09 HRLY DEDUCT CHECK TOTAL	27,134.81 14,129.91 14,129.71 3,888.88 3,888.47 63,171.78
86755	7/02	AT&T	110-02-52203-225-000 110-02-52203-225-000 110-03-53103-225-000 501-09-50105-225-000 521-09-50101-225-000 520-09-50301-225-000 520-09-50301-225-000 110-01-51801-225-000	06/22-07/21 REPEATER 06/19-07/18 652-5506 06/19-07/18 652-2605 06/19-07/18 652-2605 06/19-07/18 652-1332 06/19-07/18 652-6932 06/19-07/18 652-5104 06/19-07/18 652-4112 CHECK TOTAL	199.72 93.58 62.77 62.76 55.02 55.02 27.51 27.51 583.89
86756	7/02	JAMES PUBLISHING, INC.	110-01-50301-322-000	6/09-FED TRIAL EVIDE	66.94

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86757	7/02	PRODUCTION GARDEN MUSIC	761-09-50101-282-000	LICENSE/MUSIC PROD	1,000.00
86758	7/02	FIRE DEPT SAFETY OFFICER	110-02-52206-264-000	9/09 TEST REGIS FEE	95.00
86759	7/02	OFFICEMAX	631-09-50101-311-000	6/09 EN #1171 OFFICE	266.95
			501-09-50101-311-000	6/09 PW #1172 OFFICE	170.63
			110-05-55111-311-000	6/09 PA #1173 OFFICE	48.74
				..... CHECK TOTAL	486.32
86760	7/02	REESMAN'S EXCAVATING, INC.	449-11-50501-589-000	#5-KAT SUBDIVISION-P	222,089.42
86761	7/02	DEPARTMENT OF CORRECTIONS	110-00-21581-000-000	7/02/00 D.FAFFORD	30.00
86762	7/02	BANE-NELSON, INC.	420-11-50907-589-000	EST 1-WALL REPAIR	32,685.00
86763	7/02	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	7/02/09 B.GARRETT	120.54
86764	7/02	BENEFICIAL WISCONSIN, INC	110-00-21581-000-000	7/02/09 JURKIEWICZ	142.05
86765	7/02	OLSON TRAILER AND BODY	110-03-53103-344-000	TANDEM DUMP BODY	12,962.00
86766	7/02	DAUBERT LAW FIRM, LLC	110-00-21581-000-000	7/02/09 T.BOYD	134.88
86767	7/02	MIDWEST WATER GROUP, INC.	110-05-55111-235-000	FLOAT CONTROL	356.85
86768	7/02	MCMULLEN & PITZ CONSTRUCTION	405-11-50905-589-000	EST 1-DREDGING	33,915.00
86769	7/02	CONNEY SAFETY PRODUCTS	110-02-52206-367-000	VEST	88.98
			110-02-52206-367-000	MESH VEST	88.74
			110-02-52206-367-000	MESH VEST	39.44
			110-02-52206-367-000	MESH VEST	9.86
				..... CHECK TOTAL	227.02
86770	7/02	KENOSHA PUBLIC MUSEUM	421-11-50701-583-000	CWM 77&E PURCHASES	10,348.24
86771	7/02	HOERNEL LOCK & KEY, INC.	110-05-55109-246-000	5/09-PW LOCKS/KEYS	150.00
86772	7/02	LEE PLUMBING, INC.	110-05-55111-241-000	5/09 WASH POOL	200.00
			110-05-55111-241-000	5/09 ANRSN POOL	72.00
				..... CHECK TOTAL	272.00

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86773	7/02	GFI GENFARE	520-09-50201-347-000	6/09 PARTS	1,732.10
			520-09-50201-347-000	6/09 PARTS	254.78
				..... CHECK TOTAL	1,986.88
86774	7/02	PAUL CONWAY SHIELDS	110-02-52206-367-000	6/09-TURNOUT GEAR	207.50
86775	7/02	HILLSIDE TRUE VALUE	520-09-50202-249-000	5/09-TD MISC. SUPPLI	67.57
			520-09-50201-347-000	5/09-TD MISC. SUPPLI	29.63
			520-09-50201-317-000	5/09-TD MISC. SUPPLI	10.69
			520-09-50202-246-000	5/09-TD MISC. SUPPLI	1.39
				..... CHECK TOTAL	109.28
86776	7/02	US CELLULAR	631-09-50101-226-000	6/09 EN-CELL AIRTIME	122.22
			110-05-55102-226-000	6/09 PA-CELL AIRTIME	106.02
			110-05-55102-226-000	6/09 PA-CELL AIRTIM	83.16
			631-09-50101-226-000	6/09 EN-CELL SERVICE	32.00
			110-05-55101-226-000	6/09 PA-CELL AIRTIME	18.27
			110-05-55109-226-000	6/09 PA-CELL SERVICE	16.00
			110-05-55111-226-000	6/09 PA-CELL SERVICE	8.00
			110-05-55102-226-000	6/09 PA-CELL SERVICE	8.00
			110-05-55101-226-000	6/09 PA-CELL SERVICE	8.00
				..... CHECK TOTAL	401.67
86777	7/02	CUMMINS NPOWER, LLC	520-09-50201-344-000	REPAIR ENGINE	10,150.38
86778	7/02	MALSACK, J	463-11-50602-219-000	6/09 WEED/GRASS "A"	974.54
			461-11-50701-581-000	6/09 WEED/GRASS "B"	911.21
			401-11-50612-581-000	6/09 WEED/GRASS-C-MI	863.71
			401-11-50612-581-000	6/09 5500 GBR GRASS	38.00
			463-11-50602-219-000	6/09 18 AVE & 62ND	23.75
			461-11-50701-581-000	6/09 4600 38 AV GRS	23.75
				..... CHECK TOTAL	2,834.96
86779	7/02	REGISTER OF DEEDS	409-11-50906-589-000	38TH RIGHT-OF-WAY	68.00
86780	7/02	INSTY-PRINTS	110-05-55101-311-000	6/09 SKATE PK SIGNS	192.00
			110-05-55101-311-000	5/09 SKATE PARK RULE	133.00
				..... CHECK TOTAL	325.00
86781	7/02	T & A INDUSTRIAL, LTD.	630-09-50101-393-000	SAMSON SASH CORD	505.68
			630-09-50101-393-000	AMES SLEDGE HAMMER	448.08
			630-09-50101-393-000	AMES RAKE, BOW, 14T,	215.76
				..... CHECK TOTAL	1,169.52

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86782	7/02	FASTENAL COMPANY	110-05-55109-367-000	BOLTS 5/16 18 FHN5	125.63
			630-09-50101-393-000	6/09 SE TOOLS OR MAT	6.21
				..... CHECK TOTAL	131.84
86783	7/02	MILWAUKEE 2 WAY INC.	422-11-50901-579-000	25% INSTALLMENT	51,200.00
86784	7/02	HNTB - GREAT LAKES	501-09-50102-219-000	4/25-5/22 DETENTION	448.08
86785	7/02	FORCE AMERICA	630-09-50101-393-000	TXV-92 PISTON PUMP	2,256.54
86786	7/02	MENARDS (KENOSHA)	501-09-50105-344-000	6/09 ST MERCHANDISE	293.93
			110-05-55102-244-000	6/09 FIELD PAINT	270.80
			110-03-53103-361-000	6/09 ST MERCHANDISE	165.97
			501-09-50105-344-000	6/09 ST MERCHANDISE	114.95
			110-05-55104-249-000	6/09 PA MERCHANDISE	87.08
			110-05-55109-361-000	6/09 MERCHANDISE	70.10
			110-05-55109-389-000	6/09 PA MERCHANDISE	19.95
			110-05-55109-357-000	6/09 PA MERCHANDISE	17.28
			110-03-53109-389-000	6/09 ST MERCHANDISE	14.53
				..... CHECK TOTAL	1,054.59
86787	7/02	SUTPHEN CORPORATION	110-02-52203-344-000	5/09 PARTS/SERVICE	216.70
86788	7/02	KASDORF, LEWIS & SWIETLIK	110-09-56306-212-000	3/15/07 O VILLALOBOS	3,457.35
86789	7/02	WIS SCTF	110-00-21581-000-000	7/02/09 HRLY DEDUCT	1,749.98
86790	7/02	NATIONAL NEIGHBORHOOD WATCH	110-02-52110-311-000	HANDBOOK	1,305.00
			110-02-52110-311-000	WINDOW WARNING DECAL	720.00
				..... CHECK TOTAL	2,025.00
86791	7/02	PREVOST CAR-CREDIT DEPT	520-09-50201-347-000	6/09 BUS PARTS	264.00
86792	7/02	ALARM DETECTION SYSTEMS INC	110-05-55109-219-000	ALARM MONITORING	78.99
86793	7/02	KENOSHA COUNTY JOB CTR	110-02-52102-219-000	REISSUE CK 71519	36,000.00
86794	7/02	LASER NET INC	110-01-51101-314-000	4/09-MICROFICHE PROC	243.41
			110-01-51101-314-000	4/09-CREDIT-MICROFIC	119.13CR
			 CHECK TOTAL	124.28

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86795	7/02	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	7/02/09 J.PETRILLO	139.82
86796	7/02	GRAINGER	520-09-50401-317-000	6/09-TD PARTS/MATERI	208.74
			520-09-50201-347-000	6/09-TD PARTS/MATERI	118.76
			110-02-52203-369-000	6/09-FD PARTS/MATERI	18.20
			520-09-50201-317-000	5/09-TD PARTS/MATERI	2.82
				..... CHECK TOTAL	348.52
86797	7/02	NATIONAL ELEVATOR INSP SVS	110-01-51801-246-000	MOB ELEVATOR INSP	79.00
86798	7/02	ENTRANCE SYSTEMS	521-09-50101-249-000	6/09 GATE REPAIRS	141.00
86799	7/02	FIRE DEPT SAFETY OFFICERS	110-02-52206-264-000	9/21-22 BERNHARDT	200.00
86800	7/02	LEXISNEXIS	110-01-50301-219-000	5/09 ONLINE MATERIAL	223.00
86801	7/02	SAFETY-KLEEN INC	520-09-50201-389-000	6/09 16105 SOLVENT	134.72
86802	7/02	GILLIG CORPORATION	520-09-50201-347-000	6/09-BUS PARTS	649.12
			520-09-50201-347-000	6/09-BUS PARTS	87.36
			520-09-50201-347-000	6/09-BUS PARTS	71.85
			520-09-50201-347-000	6/09-BUS PARTS	55.12
			520-09-50201-347-000	6/09-BUS PARTS	17.21
				..... CHECK TOTAL	880.66
86803	7/02	SERPE, MICHELLE	110-00-45103-000-000	RESTITUTION PAYMENT	472.00
86804	7/02	GOODYEAR AUTO SERVICE CTR	206-02-52205-344-000	6/09-TIRE WORK/TIRES	251.24
			206-02-52205-344-000	2/09-CREDIT TIRE WOR	76.00CR
				..... CHECK TOTAL	175.24
86805	7/02	PROCESSWORKS INC.	110-00-21578-000-000	6/30/09 CHECK REG	2,912.44
86806	7/02	STATE DISBURSEMENT	110-00-21581-000-000	7/02/09 S.WELLS	27.71
86807	7/02	GREENMAN TECHNOLOGIES	205-03-53118-219-000	5/09-SERVICE AGREEME	1,613.10
			205-03-53118-219-000	5/09-SERVICE AGREEME	1,609.33
				..... CHECK TOTAL	3,222.43
86808	7/02	DESIGN CLEANING SERVICES INC	633-09-50101-246-000	CARPET CLEANING	345.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86809	7/02	HECKER, JOSHUA	110-09-56305-166-000	6/15-7/15/09 PPD	1,178.67
86810	7/02	RADIO ENGINEERING INDUSTRIES	520-09-50201-344-000	6/09 PARTS AND REPAI	121.82
86811	7/02	MILWAUKEE ORTHOPAEDIC GROUP	520-09-50101-161-000	5/18/09 D BEALL	303.00
			520-09-50101-161-000	5/18/09 D BEALL	275.00
			520-09-50101-161-000	5/18/09 D BEALL	121.00
				..... CHECK TOTAL	699.00
86812	7/02	ENHANCED MEDICAL IMAGING	110-09-56306-161-000	3/30/09 D WILFINGER	2,750.00
86813	7/02	MEDEX LLC	520-09-50101-161-000	4/1/09 W TURNER	1,500.00
86814	7/02	INTRACORP	110-09-56306-161-000	11/17/08 B WILSON	316.80
86815	7/02	ADVANCED PAIN MANAGEMENT	110-09-56306-161-000	4/16/07 J BELLER	1,142.10
			110-09-56306-161-000	4/16/07 J BELLER	1,142.10
			110-09-56306-161-000	4/16/07 J BELLER	1,142.10
				..... CHECK TOTAL	3,426.30
86816	7/02	IOD INCORPORATED	110-09-56306-161-000	4/27/09 D MARIFERN	40.05
86817	7/02	KENOSHA EMERGENCY PHYSICIANS	110-09-56306-161-000	5/19/09 T LEIPZIG	174.25
			110-09-56306-161-000	5/19/09 J RYAN	174.25
				..... CHECK TOTAL	348.50
86818	7/02	CORVEL CORPORATION	110-09-56306-161-000	3/30/09 D WILFINGER	484.35
86819	7/02	AURORA HEALTH CARE	520-09-50101-161-000	5/18/09 D BEALL	255.20
			110-09-56306-161-000	4/16/07 J BELLER	161.92
			520-09-50101-161-000	5/18/09 D BEALL	83.60
			110-09-56306-161-000	4/2/09 M MOORADIAN	57.38
				..... CHECK TOTAL	558.10
86820	7/02	BLOCK MD, SPENCER	110-09-56306-161-000	7/18/07 K MIKOLAS	47.70
86821	7/02	ACCESS MEDICAL CENTER	110-09-56306-161-000	4/16/07 J BELLER	1,163.70
			110-09-56306-161-000	4/16/07 J BELLER	1,163.70
			 CHECK TOTAL	2,327.40

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86822	7/02	HASSLER, KEN	222-09-50101-295-000	CONVERTIBLE PARADE	15.00
86823	7/02	RICE, CHARLES	222-09-50101-295-000	CONVERTIBLE PARADE	15.00
86824	7/02	RICE, JOAN	222-09-50101-295-000	CONVERTIBLE PARADE	15.00
86825	7/02	HARBERT, JULIE	222-09-50101-295-000	CONVERTIBLE PARADE	15.00
86826	7/02	VERSER, RIC	222-09-50101-295-000	CONVERTIBLE PARADE	15.00
86827	7/02	HAVERCAMP, JEANNE	110-00-21905-000-000	6/11/09 BEACH HOUSE	100.00
86828	7/02	STEWART, NATASHA OR MICHAEL	110-00-21109-000-000	COURT PAYMENT	109.00
86829	7/02	SWARTZ, ROBERT & JOHN	409-11-50906-589-000	38 ST RIGHT OF WAY	200.00
86830	7/02	CARROLL, ANGELA	110-00-21905-000-000	6/14/09 LINCOLN CONC	150.00
86831	7/02	LAMPROS, ANTHONY D	110-00-21109-000-000	COURT PAYMENT	25.20
86832	7/02	VALASKE, JOHN	110-00-46394-000-000	APPLIANCE STICKER	15.00
86833	7/02	BULLAMORE, OREN & DIANE	409-11-50906-589-000	38TH RIGHT-OF-WAY	175.00
86834	7/02	KREFT, FLORIAN	222-09-50101-295-000	CONVERTIBLE-PARADE	15.00
86835	7/02	KAUFFMAN, GEORGE	222-09-50101-295-000	CONVERTIBLE-PARADE	15.00
86836	7/02	VOJTISEK, EUGENE	222-09-50101-295-000	CONVERTIBLE-PARADE	15.00
86837	7/02	SHASIEROWSKI, BARB	222-09-50101-295-000	CONVERTIBLE-PARADE	15.00
86838	7/02	STEEN, ANTOINE P	110-00-45103-000-000	FINE PAYMENT	100.00
			110-00-45103-000-000	FINE PAYMENT	30.00
			110-00-45104-000-000	FINE PAYMENT	28.00
			110-00-45104-000-000	FINE PAYMENT	28.00
			110-00-21901-000-000	FINE PAYMENT	26.00
			110-00-21910-000-000	FINE PAYMENT	10.00
			110-00-21910-000-000	FINE PAYMENT	10.00
			110-00-21911-000-000	FINE PAYMENT	8.00
			110-00-21911-000-000	FINE PAYMENT	8.00
			110-00-21901-000-000	FINE PAYMENT	7.80
			 CHECK TOTAL	255.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86839	7/02	DUFFY, KENNETH T.	110-02-52107-263-000	6/9-12/09 WI DELLS	59.00
86840	7/02	MAY, DAVID	110-02-52107-263-000	6/9-12/09 WI DELLS	23.00
86841	7/02	MORRISSEY, JOHN W.	110-02-52101-341-000	6/14-17/09 EXEC GRP	67.03
			110-02-52101-263-000	6/14-17/09 EXEC GRP	25.00
				..... CHECK TOTAL	92.03
86842	7/02	FRANCIS, RONALD	110-02-52103-367-000	CLOTHING #09-074066	23.20
86843	7/02	THOMPkins, TIMOTHY	110-01-51303-261-000	6/09 MILEAGE	85.80
86844	7/02	KAISER, JERALD	110-02-52107-263-000	6/9-12/09 WI DELLS	59.00
86845	7/02	PIORKOWSKI, RON	110-01-51303-144-000	2009 TUITION	2,000.00
86846	7/02	OBERST, RANDY	110-02-52107-263-000	6/9-12/09 WI DELLS	59.00
86847	7/02	HANSEN, TIMOTHY	110-09-56305-166-000	6/04-7/04/09 PPD	1,178.67
86848	7/08	COMSYS, INCORPORATED	110-01-51102-215-000	7/8-8/7/09 SERVICES	36,013.78
			501-09-50101-215-000	7/8-8/7/09 SERVICES	9,003.44
				..... CHECK TOTAL	45,017.22
86849	7/08	BURR OAKS GREENHOUSE	110-01-50602-353-000	KKB FLOWERS	69.00
86850	7/08	CORNERSTONE PAVERS LLC	401-11-50801-585-000	EST 7-39TH AVE RECN	21,340.07
86851	7/08	CARDINAL HEALTH	206-02-52205-318-000	6/09 MEDICAL SUPPLIE	377.83
			206-02-52205-318-000	6/09 MEDICAL SUPPLIE	300.37
			206-02-52205-318-000	6/09 MEDICAL SUPPLIE	196.26
			206-02-52205-318-000	6/09 MEDICAL SUPPLIE	168.71
			206-02-52205-318-000	6/09 MEDICAL SUPPLIE	102.37
			206-02-52205-318-000	6/09 MEDICAL SUPPLIE	60.35
			206-02-52205-318-000	6/09 MEDICAL SUPPLIE	48.32
			206-02-52205-318-000	6/09 MEDICAL SUPPLIE	35.68
			206-02-52205-318-000	6/09 MEDICAL SUPPLIE	16.10
			206-02-52205-318-000	6/09 MEDICAL SUPPLIE	24.25CR
			206-02-52205-318-000	6/09 MEDICAL SUPPLIE	37.46CR
			 CHECK TOTAL	1,244.28

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86852	7/08	KENOSHA CITY/COUNTY	110-01-51102-539-000	PURCH COLOR PRINTER	335.21
86853	7/08	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	7/06/09 CITY SAL	340.00
86854	7/08	LABOR PAPER, THE	110-01-50101-321-000	5/15/09 CC MINUTES	840.00
86855	7/08	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	6/09-#09-089027 LAB	47.30
86856	7/08	KENOSHA UNIFIED SCHOOL	110-00-41201-999-000 285-06-51603-259-000	2008 MOBILE HOME TAX #50000025 CONSTRUCT CHECK TOTAL	69,790.85 5,000.00 74,790.85
86857	7/08	SHOPKO DEPT. STORE	110-05-55111-389-000 110-05-55111-389-000	6/09 PA MERCHANDISE 6/09 PA MERCHANDISE CHECK TOTAL	83.98 81.85 165.83
86858	7/08	SIMPLEX GRINNELL	521-09-50101-246-000	FIRE SPRINKLER SYST.	1,992.00
86859	7/08	COPIES PLUS	110-09-56402-219-000	BERGER DOL 3/6/07	81.76
86860	7/08	LORENZ TOPSOIL	501-09-50105-353-000	6/09-TOPSOIL	95.00
86861	7/08	KENOSHA COUNTY	110-01-50901-227-000	4/09-6/09 PHONE CHGS	42.44
86862	7/08	WILLKOMM INC., JERRY	521-09-50101-341-000 521-09-50101-341-000	6/09 FUEL 6/09 FUEL CHECK TOTAL	1,857.02 835.70 2,692.72
86863	7/08	WE ENERGIES	284-06-50302-259-000 284-06-51607-259-000 284-06-50202-259-000 283-06-50208-259-000 463-11-50601-589-000	#5000013 UTILITIES #5000016 UTILITIES #5000015 UTILITIES #5000014 UTILITIES 2217 55 ST GAS CHGS CHECK TOTAL	41.08 25.84 24.18 22.50 10.52 124.12
86864	7/08	LEITCH PRINTING CORPORATION	110-01-52001-311-000 110-01-52001-311-000	6/09 MC COURT CARDS 6/09 MC PLEA AGRMT CHECK TOTAL	1,152.08 223.74 1,375.82
86865	7/08	REINDERS INC.	110-05-55109-369-000	HAND HELD BLOWERS	1,320.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86866	7/08	KENOSHA WATER UTILITY	284-06-50302-259-000	#5000005 UTILITIES	32.40
			283-06-51609-259-000	#5000003 UTILITIES	29.40
			283-06-50205-259-000	#5000004 UTILITIES	26.42
			283-06-50208-259-000	#5000006 UTILITIES	17.35
			284-06-51607-259-000	#5000007 UTILITIES	6.28
				..... CHECK TOTAL	111.85
86867	7/08	WIS FUEL & HEATING INC	520-09-50106-341-000	6/09-TD DIESEL FUEL	16,295.40
86868	7/08	CURTIS INDUSTRIES, INC	630-09-50101-393-000	5/09 FASTENERS-VARIO	218.37
86869	7/08	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	4/09-TIRE LEASE	4,436.51
			520-09-50106-346-000	5/09-TD TIRE LEASE	4,107.76
				..... CHECK TOTAL	8,544.27
86870	7/08	KENOSHA WATER UTILITY	110-00-21913-000-000	6/09 TEMP PERMITS	40,863.16
			110-00-21914-000-000	6/09 BILL COLLECTION	17,249.86
			110-03-53113-259-000	5/09 DIGGERS HOTLN	509.17
			501-09-50105-259-000	5/09 DIGGERS HOTLN	509.16
				..... CHECK TOTAL	59,131.35
86871	7/08	LARK UNIFORM, INC.	110-02-52103-367-000	5/09 #502 UNIFORM IT	181.80
86872	7/08	BROWN & JONES REPORTING, INC	110-09-56402-219-000	JANKOVICH 12/27/06	519.80
86873	7/08	CITIES & VILLAGES MUTUAL INS	110-09-56405-219-000	3RD QTR 2009 ADMIN C	7,600.00
86874	7/08	FEDEX	520-09-50106-311-000	6/9/09 TD-NEW FLYER	105.16
86875	7/08	OFFICEMAX	761-09-50101-384-000	DVD-R DISCS	384.50
86876	7/08	REGISTRATION FEE TRUST	110-09-56519-909-000	PLATE RNWL FLT 2417	75.00
86877	7/08	LINCOLN CONTRACTORS SUPPLY	501-09-50105-235-000	6/09-ST TOOLS/SUPPLI	198.96
			110-05-55111-246-000	5/09-PA RENTAL TOOLS	198.00
			501-09-50105-361-000	6/09-ST TOOLS/SUPPLI	83.40
			 CHECK TOTAL	480.36
86878	7/08	PROBUILD	285-06-51603-259-000	#5000026 MATERIALS	3,590.63

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86879	7/08	HOLLAND SUPPLY, INC.	630-09-50101-393-000	6/09-CE HYDRAULIC FI	250.98
			630-09-50101-393-000	6/09-CE HYDRAULIC FI	225.44
			501-09-50104-344-000	6/09-ST HYDRAULIC FI	32.63
				..... CHECK TOTAL	509.05
86880	7/08	MOBILE HOME STUFF STORE	251-06-50485-259-000	#5000095 ROOF	716.98
86881	7/08	BURNS CONSULTING	110-09-56402-219-000	CALADA VEH 6/11/09	150.00
86882	7/08	ENDPOINT SOLUTIONS, LLC	461-11-50701-581-000	1324 52 WELL ABANDM	600.00
86883	7/08	HARRIS GOLF CARS SALES/SERV	524-05-50101-344-000	6/09-REPAIR GOLF CAR	153.00
86884	7/08	URBAN STRATEGIES	283-06-52601-259-000	#5000064 CONSULT	4,250.00
86885	7/08	US SIDING & TRIM, LLC	463-11-50601-589-000	4217 6TH SIDING	620.00
86886	7/08	CICCHINI ASPHALT PAVING INC.	501-09-50105-219-000	6/09 ASPHALT INSTALL	734.28
86887	7/08	LEE PLUMBING, INC.	521-09-50101-241-000	6/09-AR SENSOR HVAC,	360.82
			521-09-50101-241-000	6/09-AR HVAC, PLUMBI	140.00
				..... CHECK TOTAL	500.82
86888	7/08	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	6/09-JANITORIAL SERV	3,325.00
86889	7/08	PAUL CONWAY SHIELDS	110-02-52206-367-000	BRT TURNOUT GEAR	750.00
			110-02-52206-367-000	5/09-BOOTS/TURNOUT G	305.00
				..... CHECK TOTAL	1,055.00
86890	7/08	LAKESIDE TITLE & CLOSING SRV	110-09-56501-259-000	6/09 5210 58 ST	35.00
			110-09-56501-259-000	6/09 6118 54 AVE	35.00
				..... CHECK TOTAL	70.00
86891	7/08	KIEFT BROTHERS INC.	501-09-50105-359-000	6/09-STORM SEWER PIP	4,112.00
86892	7/08	KENOSHA COUNTY TREASURER	110-04-54101-252-000	7/09 HEALTH SERVICES	82,769.50
86893	7/08	CDW-G	110-01-51102-539-000	6/09 LAPTOP BATTERY	88.01
86894	7/08	AMERICAN FAMILY INSURANCE	206-00-13107-000-000	I.ROBINSON 4/17/09	500.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86895	7/08	O'CONNOR, DUMEZ,	110-09-56402-219-000	5/21/08 LARSON	275.00
86896	7/08	MENARDS (KENOSHA)	110-05-55109-382-000	6/09-PA POOLS MERCHA	186.31
			110-05-55109-389-000	4/09-PA MERCHANDISE	108.85
			501-09-50105-355-000	6/09-ST MERCHANDISE	66.19
			110-05-55109-361-000	6/09-PA MERCHANDISE	46.45
			521-09-50101-375-000	6/09-AR MERCHANDISE	40.89
			524-05-50101-357-000	6/09-GO MERCHANDISE	39.32
			521-09-50101-249-000	6/09-AR MERCHANDISE	38.94
			521-09-50101-385-000	6/09-AR MERCHANDISE	21.00
			521-09-50101-246-000	6/09-AR MERCHANDISE	9.94
			521-09-50101-382-000	6/09-AR MERCHANDISE	3.00
			521-09-50101-344-000	6/09-AR MERCHANDISE	2.32
			521-09-50101-344-000	6/09-AR MERCHANDISE	2.29
				..... CHECK TOTAL	565.50
86897	7/08	MENARDS (KENOSHA)	285-06-51603-259-000	#5000065 MATERIALS	240.09
86898	7/08	SHERWIN INDUSTRIES	630-09-50101-393-000	6/09 PARTS AND SERVI	568.75
86899	7/08	SUTPHEN CORPORATION	110-02-52203-344-000	6/09 PARTS/SERVICE	177.08
86900	7/08	L.W. MEYER & SON, INC.	501-09-50105-344-000	LADDER	860.00
			501-09-50105-344-000	REPLACEMENT SHOES	128.00
				..... CHECK TOTAL	988.00
86901	7/08	UW WISCONSIN-EXTENSTION	631-09-50101-264-000	COURSE FEES-ABONGWA	45.00
86902	7/08	KUSSMAUL ELECTRONICS CO, INC	110-02-52203-344-000	6/09-MISCELLANEOUS P	471.34
86903	7/08	GATEWAY TECH COLLEGE	206-02-52205-219-000	M. STAHL TUITION	4,275.85
86904	7/08	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	6/09 MEDICAL SUPPLIE	370.00
86905	7/08	HUMANA, INC	206-00-13107-000-000	R.NASH 1/12/09	285.95
86906	7/08	J & L LANDSCAPING	633-09-50101-259-000	4/09-SNOW/ICE REMOVA	460.50
86907	7/08	FLANNERY FIRE PROTECTION INC	110-02-52203-246-000	REPLACE CHECK VALVE	613.44

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86908	7/08	UNITED HEALTHCARE	206-00-13107-000-000	V.SCOZZARO 4/02/09	570.50
86909	7/08	FIRST SUPPLY	110-01-51801-389-000	6/09 SUPPLIES	332.95
86910	7/08	BEST WESTERN HARBORSIDE	252-06-50559-259-000	#5000096 C.HODGE	700.00
			252-06-50559-259-000	#5000098 M.ANDERSON	350.00
			252-06-50559-259-000	#5000097 R.VORPAGEL	280.00
				..... CHECK TOTAL	1,330.00
86911	7/08	KENOSHA MEDICAL CTR CAMPUS	206-02-52205-322-000	HEART & MEGA CODES	192.67
86912	7/08	IOD INCORPORATED	110-02-52102-219-000	5/09-MEDICAL RECORDS	19.03
86913	7/08	JMJ PROPERTY MGMT INC	501-09-50101-433-000	SW 32537 OVERPAY	12.21
86914	7/08	JOEY O'BRIEN FOUNDATION	110-00-47119-000-000	LINCOLN-5/16-17/09	270.00
			110-00-21905-000-000	LINCOLN-5/16-17/09	200.00
				..... CHECK TOTAL	470.00
86915	7/08	LA QUINTA INN COLLEGE STN	110-02-52206-263-000	D RILEY 8/09	42.66
86916	7/08	NORTAP TEQUILA BAR & LOUNGE	110-00-44507-000-000	CABARET LICENSE	175.00
86917	7/08	KALECK, RACHAEL A	110-00-44709-000-000	BARTENDER LICENSE	50.00
86918	7/08	AUDORFF, TORRI A	110-00-44709-000-000	BARTENDER LICENSE	50.00
86919	7/08	YOLOV, YOLO H	110-00-44709-000-000	BARTENDER LICENSE	50.00
86920	7/08	PRATT, CHRISTINE	110-00-46394-000-000	APPLIANCE STICKER	15.00
86921	7/08	MALMBERG, DIANE	110-00-21905-000-000	6/28/09-BEACH HOUSE	100.00
86922	7/08	MUERHOFF, JODI	110-00-21905-000-000	6/19/09-BEACH HOUSE	300.00
86923	7/08	BARSULI, JEFF	110-00-21905-000-000	NASH PARK-6/12-14/09	200.00
86924	7/08	WOODS, MICHELLE	110-00-46517-000-000	POOL ADMIT EXPENSE	17.00
86925	7/08	FLAHERTY, SHARRY	110-00-21905-000-000	6/21/09-BEACH HOUSE	100.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86926	7/08	STAGE, PENNY	110-00-46517-000-000	POOL PASS	12.00
86927	7/08	KENOSHA AMERICAN LEGION	110-00-47119-000-000	NASH PARK-6/21/09	200.00
86928	7/08	GONZALES, NITA	110-00-21905-000-000	BEACH HOUSE/ORBLETTI	110.00
			110-00-47118-000-000	BEACH HOUSE/ORBLETTI	40.00
				..... CHECK TOTAL	150.00
86929	7/08	BOILERMAKERS NATIONAL	206-00-13107-000-000	D.PUGH 9/24/09 AMBL	74.29
86930	7/08	OPERATING ENGINEERS LOCAL	206-00-13107-000-000	J.GRAHAM 6/11/04	570.35
86931	7/08	SCOZZARO, VITTORIA	206-00-13107-000-000	AMBULANCE 8/30/08	202.62
			206-00-13107-000-000	AMBULANCE 9/13/08	199.13
				..... CHECK TOTAL	401.75
86932	7/08	PETRICEK, MARGARET	206-00-13107-000-000	AMBULANCE 10/15/08	15.84
86933	7/08	KRIZMANICH, KENNETH	206-00-13107-000-000	AMBULANCE 8/04/08	26.53
86934	7/08	JW PROPERTY MANAGEMENT	501-09-50101-433-000	SW 32492 OVERPAY	8.14
86935	7/08	ZELADA, VICTOR SR	110-09-56404-719-000	VEH DMG 6/5/09	2,668.60
86936	7/08	FLIPMEASTACK, INC	110-00-21106-000-000	OVERPAY 2008 PP TX	147.36
86937	7/08	WILDER, MAXINE	110-00-21106-000-000	2008 TAX 4624 PER	58.32
86938	7/08	WEYRAUCH, DANIEL E.	110-02-52107-263-000	6/7-12/09-LACROSSE	137.00
			110-02-52109-341-000	6/7-12/09-LACROSSE	25.00
				..... CHECK TOTAL	162.00
86939	7/08	SCHROEDER, JANICE	110-03-53101-261-000	5/19-6/30 MILEAGE	36.30
86940	7/10	A & B PRO HARDWARE	110-02-52203-382-000	6/09 FD #3 SUPPLIES	18.37
			463-11-50601-589-000	1924-56 ST REPAIR	10.00
			110-05-55109-246-000	6/09 PA SUPPLIES & S	6.60
				..... CHECK TOTAL	34.97
86941	7/10	CLERK OF CIRCUIT COURT	110-09-56404-719-000	Y.PARHAM INJ 1/28/07	77.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86942	7/10	VIKING ELECTRIC SUPPLY	521-09-50101-375-000	6/09-AR ELECTRICAL M	88.71
			110-03-53109-389-000	6/09-ST ELECTRICAL M	4.68
				..... CHECK TOTAL	93.39
86943	7/10	HWY C SERVICE	110-02-52203-344-000	6/09-FD#4 SERVICE/PA	89.56
86944	7/10	SPRING VALLEY TURF PRODUCTS	524-05-50101-353-000	21-0-8 FERTILIZER	1,620.00
			524-05-50101-353-000	CUSTOM APPLICATION	260.00
				..... CHECK TOTAL	1,880.00
86945	7/10	INTERSTATE ELECTRIC SUPPLY	110-01-51801-389-000	7/09-MB ELECTRICAL S	62.47
			110-01-51801-389-000	6/09-MB ELECTRICAL S	46.60
			110-01-51801-389-000	7/09-MB ELECTRICAL S	31.24
				..... CHECK TOTAL	140.31
86946	7/10	KINDY OPTICAL	110-01-51303-164-000	4/09-5/09-SAFETY GLA	325.45
86947	7/10	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	7/10/09 CITY HRLY	17,527.37
			110-00-21562-000-000	7/10/09 WATER HRLY	4,043.00
			110-00-21562-000-000	7/10/09 MUSEUM HRLY	115.00
				..... CHECK TOTAL	21,685.37
86948	7/10	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	7/09-ANIMAL CONTROL	11,282.57
86949	7/10	LABOR PAPER, THE	420-11-50810-584-000	6/09 STREET TRK WASH	44.12
			401-11-50801-585-000	6/09 RESURF III	43.00
			401-11-50801-585-000	6/09 CRACK SEALING	40.20
			401-11-50801-585-000	6/09 SIDEWALK/DRVWY	29.98
			401-11-50904-586-000	6/09 CURB GTR PRGM	9.82
				..... CHECK TOTAL	167.12
86950	7/10	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	8/09 PREMIUM	13,319.58
			110-09-56304-156-000	8/09 PREMIUM	6,603.94
			110-00-15601-000-000	8/09 PREMIUM	1,708.82
			110-00-15201-000-000	8/09 PREMIUM	1,182.73
			520-09-50101-156-000	8/09 PREMIUM	657.37
			110-00-15202-000-000	8/09 PREMIUM	416.64
			631-09-50101-156-000	8/09 PREMIUM	288.70
			632-09-50101-156-000	8/09 PREMIUM	193.19
			110-00-14401-000-000	8/09 PREMIUM	123.19
			520-09-50201-156-000	8/09 PREMIUM	101.28
			520-09-50301-156-000	8/09 PREMIUM	82.63
			520-09-50105-156-000	8/09 PREMIUM	68.65
			521-09-50101-156-000	8/09 PREMIUM	56.78
			630-09-50101-156-000	8/09 PREMIUM	22.01
			501-09-50101-156-000	8/09 PREMIUM	21.61
			501-09-50103-156-000	8/09 PREMIUM	13.10
			520-09-50401-156-000	8/09 PREMIUM	5.51
			501-09-50105-156-000	8/09 PREMIUM	3.18

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			501-09-50102-156-000	8/09 PREMIUM	3.15
				..... CHECK TOTAL	24,872.06
86951	7/10	FOX WORLD TRAVEL	110-02-52206-262-000	9/09 BERNHARDT ORL	309.20
86952	7/10	KENOSHA COUNTY	110-02-52105-283-000	7/09 RENTAL "A"	7,882.75
86953	7/10	MILLER & ASSOC-SAUK PRAIRIE	110-05-55109-389-000	45 DEGREE TUBE	1,044.00
			110-05-55109-389-000	REPLACEMENT EXIT	780.00
			110-05-55109-389-000	STRAIGHT TUBE	447.00
			110-05-55109-389-000	STRAIGHT TUBE	385.00
			110-05-55109-389-000	TUNNEL PANEL ASSY.	352.00
			110-05-55109-389-000	POST CAP 4 1/2"	83.82
			110-05-55109-389-000	CLAMP ASSEMBLY	60.00
			110-05-55109-389-000	DRIVE PIN	34.00
			110-05-55109-389-000	DRIVE RIVET	28.62
				..... CHECK TOTAL	3,214.44
86954	7/10	WIS DEPT OF REVENUE	110-00-21512-000-000	6/16-30/09 DEDUCTS	121,756.39
86955	7/10	WE ENERGIES	110-01-51801-221-000	#26 05/28-06/25	4,114.31
			521-09-50101-221-000	#26 05/31-06/29	1,561.19
			521-09-50101-221-000	#26 05/28-06/26	1,225.37
			110-02-52203-221-000	#26 05/31-06/29	744.79
			110-02-52203-221-000	#26 05/31-06/29	637.59
			110-05-55111-222-000	#26 05/27-06/25	533.75
			633-09-50101-222-000	#22 05/26-06/24	398.11
			110-01-51802-221-000	#26 05/27-06/25	378.11
			110-03-53109-221-000	#26 05/31-06/29	356.53
			110-03-53109-221-000	#26 06/01-06/30	337.61
			110-03-53109-221-000	#26 05/28-06/28	281.09
			110-03-53109-221-000	#26 05/27-06/29	203.14
			110-03-53109-221-000	#26 06/01-07/01	199.22
			110-02-52110-221-000	#26 05/27-06/25	154.70
			110-03-53116-222-000	#26 05/27-06/25	97.97
			110-01-51802-221-000	#26 05/28-06/25	96.96
			110-02-52203-222-000	#26 05/31-06/29	85.77
			521-09-50101-222-000	#2605/31/06/29	77.63
			110-03-53109-221-000	#26 05/27-06/25	69.87
			110-05-55109-221-000	#26 06/01-06/30	43.06
			110-03-53103-221-000	#26 05/28-06/28	31.83
			110-05-55102-221-000	#26 05/27-06/29	22.00
			110-03-53109-221-000	#26 05/29-06/29	20.94
			110-03-53109-221-000	#26 05/28-06/29	20.48
			110-05-55109-221-000	#26 05/28-06/28	15.25
			110-02-52110-222-000	#26 05/27-06/25	12.72
			110-05-55109-222-000	#26 05/28-06/28	8.68
			110-02-52103-222-000	#26 06/01-06/30	8.58
			 CHECK TOTAL	11,737.25

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86956	7/10	KENOSHA WATER UTILITY	231-06-51610-259-000	#5000011 UTILIITES	28.40
			284-06-50202-259-000	#5000009 UTILITIES	16.35
			285-06-51603-259-000	#5000010 UTILITIES	8.88
			284-06-51608-259-000	#5000008 UTILITIES	6.28
				..... CHECK TOTAL	59.91
86957	7/10	TOWN N COUNTRY LAUNDROMAT	110-02-52203-259-000	6/09-CLEAN TURN-OUT	77.50
86958	7/10	DOVER FLAG & MAP	110-05-55109-389-000	FLAGS	2,106.47
			110-05-55109-389-000	FLAGS	137.09
				..... CHECK TOTAL	2,243.56
86959	7/10	SOS TECHNOLOGIES	709-09-50101-316-000	SOFTWARE UPGRADE	400.00
86960	7/10	CHASE BANK KENOSHA	110-00-21513-000-000	7/10/09 HRLY DEDUCT	25,654.37
			110-00-21612-000-000	7/10/09 HRLY DEDUCT	14,433.62
			110-00-21511-000-000	7/10/09 HRLY DEDUCT	14,433.62
			110-00-21514-000-000	7/10/09 HRLY DEDUCT	3,819.02
			110-00-21614-000-000	7/10/09 HRLY DEDUCT	3,818.96
				..... CHECK TOTAL	62,159.59
86961	7/10	SPECTRUM PYROTECHICS, INC	222-09-50101-291-000	FIREWORKS	41,300.00
86962	7/10	DWD-UI	520-09-50101-157-000	6/09 UNEMPLOYMENT	5,436.58
			110-09-56308-157-000	6/09 UNEMPLOYMENT	4,620.82
			110-00-15601-000-000	6/09 UNEMPLOYMENT	307.95
			110-09-56308-157-000	6/09 UNEMPLOYMENT	49.38
			110-09-56308-157-000	6/09 UNEMPLOYMENT	942.26CR
				..... CHECK TOTAL	9,472.47
86963	7/10	FEDEX	110-01-51306-312-000	6/17-19 PW-SHIPPING	31.71
86964	7/10	OFFICEMAX	110-02-52103-311-000	6/09 PD 1178 OFFICE	457.93
			110-01-51101-311-000	6/09 FN 1177 OFFICE	265.02
			110-02-52201-311-000	6/09 FD 1181 OFFICE	170.96
			110-01-50602-311-000	6/09 KKB 1174 OFFICE	112.90
			110-02-52601-311-000	6/09 DH 1179 OFFICE	110.17
			110-01-51303-311-000	6/09 HR 1176 OFFICE	79.22
			501-09-50101-311-000	6/09 PW 1165 OFFICE	62.04
			110-01-50602-311-000	6/09 KKB 1174 OFFICE	44.26
			501-09-50101-311-000	6/09 PW 1180 OFFICE	19.14
			110-01-51301-311-000	6/09 AD 1175 OFFICE	5.50
			110-02-52201-311-000	6/09 FD 1181 RETURN	10.32CR
			 CHECK TOTAL	1,316.82

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86965	7/10	DEPARTMENT OF CORRECTIONS	110-00-21581-000-000	7/10/09 D.FAFFORD	30.00
86966	7/10	MADISON TRUCK EQUIPMENT	630-09-50101-393-000	3/09-PARTS/SERVICES	184.71
86967	7/10	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	6/09 ST TOOLS AND SU	94.96
86968	7/10	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	7/10/09 B.GARRETT	118.91
86969	7/10	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000	5/09 BILLING FEE	12,629.31
86970	7/10	BENEFICIAL WISCONSIN, INC	110-00-21581-000-000	7/10/09 JURKIEWICZ	142.05
86971	7/10	AFFORDABLE ENVIROMENTAL	110-05-55109-219-000	DEMO FEE ALFORD RST	75.00
86972	7/10	VERIZON NORTH	110-02-52203-225-000	6/22-7/22/09 FIRE	46.51
86973	7/10	ACCURATE PRINTING CO., INC.	110-02-52103-311-000	6/09 PD ENVELOPES	218.00
86974	7/10	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	6/09 PARTS/MATERIALS	281.31
			110-02-52203-344-000	6/09 PARTS/MATERIALS	280.00
			110-02-52203-344-000	6/09 PARTS/MATERIALS	214.02
				..... CHECK TOTAL	775.33
86975	7/10	DAUBERT LAW FIRM, LLC	110-00-21581-000-000	7/10/09 T.BOYD	180.43
86976	7/10	WISCONSIN SAFETY COUNCIL	110-09-56402-264-000	8/3/09 SHAMSIPOUR	275.00
86977	7/10	CICCHINI ASPHALT PAVING INC.	401-11-50901-585-000	#1 RESURF PHASE II	38,698.92
			501-09-50105-219-000	6/09 ASPHALT INSTALL	1,200.54
				..... CHECK TOTAL	39,899.46
86978	7/10	JAMES IMAGING SYSTEMS, INC.	110-02-52109-232-000	6/17-12/16 PD SERVC	204.00
			110-02-52601-232-000	6/25-7/24 DH-MAINT.	69.00
			521-09-50101-232-000	6/17-7/16 AR-SERVICE	35.00
			520-09-50301-232-000	6/13-7/12 TD-SERVICE	32.10
			110-01-52001-232-000	7/09 MC-COPIER SERV	31.00
			110-03-53101-232-000	6/09 PW-OVERAGE CHG	27.40
			631-09-50101-232-000	7/09 PW-COPIER SERVI	24.80
			501-09-50101-232-000	7/09 PW-COPIER SERVI	18.60
			110-03-53101-232-000	7/09 PW-COPIER SERVI	18.60
			110-01-50901-232-000	6/09 AS-OVERAGE CHG	14.49
			 CHECK TOTAL	474.99

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86979	7/10	HOERNEL LOCK & KEY, INC.	521-09-50101-344-000	6/09-AR LOCKS/KEYS	88.00
86980	7/10	PAUL CONWAY SHIELDS	110-02-52203-369-000	RESCUE STRETCHER	715.00
			110-02-52203-369-000	PAC 1060 MOUNT STRAP	148.38
			110-02-52203-369-000	COVER	135.00
			110-02-52203-369-000	MOUNTING SYSTEM	73.33
				..... CHECK TOTAL	1,071.71
86981	7/10	US CELLULAR	632-09-50101-226-000	6/09 SE-CELL SERVICE	16.00
			632-09-50101-226-000	6/09 SE-CELL AIRTIME	.36
				..... CHECK TOTAL	16.36
86982	7/10	MALSACK, J	110-09-56501-259-000	6/09 4117 28 AV-GRS	703.00
			110-09-56501-259-000	6/09 4827 14 AV-GRS	445.00
			110-09-56501-259-000	6/09 1821 57 ST-GRS	389.50
			110-09-56501-259-000	6/09 2721 16 PL-GRS	355.00
			110-09-56501-259-000	6/09 4802 24 AV GRS	285.00
			110-09-56501-259-000	6/09 2912 16 ST-GRS	255.00
			110-09-56501-259-000	6/09 6518 90 CT-GRS	255.00
			110-09-56501-259-000	6/09 7301 45 AV-GRS	255.00
			110-09-56501-259-000	6/09 6414 26 AV-GRS	237.50
			110-09-56501-259-000	6/09 1516 69 ST-GRS	205.00
			110-09-56501-259-000	6/09 6565 7 AV-GRAS	195.00
			110-09-56501-259-000	6/09 2114 52 ST-GRS	190.00
			110-09-56501-259-000	6/09 1706 59 ST-GRS	155.00
			110-09-56501-259-000	6/09 1607 74 ST-GRS	147.25
			110-09-56501-259-000	6/09 7730 5 AV-GRAS	120.00
			110-09-56501-259-000	6/09 4604 50 ST-GRS	118.75
			110-09-56501-259-000	6/09 2804 24 AV-GRS	90.00
			110-09-56501-259-000	6/09 4332 19 AV-GRS	55.10
			110-09-56501-259-000	6/09 6748 56 CT-GRS	25.00
			110-09-56501-259-000	6/09 5308 38 AV-GRS	25.00
			110-09-56501-259-000	6/09 5835 4 AV-GRAS	20.00
			110-09-56501-259-000	6/09 6706 36 AV-GRS	10.00
			110-09-56501-259-000	6/09 2901 60 ST-GRS	5.70
				..... CHECK TOTAL	4,541.80
86983	7/10	JENSEN TOWING	206-02-52205-344-000	TOW-MED 5	127.50
86984	7/10	CHULA VISTA RESORT	110-02-52107-263-000	DUFFY 6/09-12	276.00
			110-02-52107-263-000	D. MAY 6/09-12	66.00
			 CHECK TOTAL	342.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86985	7/10	LETTERING MACHINE	110-01-50602-259-000	KKB EMB SHIRTS	167.00
86986	7/10	FASTENAL COMPANY	110-03-53109-375-000	6/09 ST TOOLS OR MAT	78.20
86987	7/10	3M COMPANY	110-03-53110-371-000	WHITE TAPE	3,888.00
			110-03-53110-371-000	YELLOW STAMARK TAPE	3,186.00
			110-03-53110-371-000	LEFT CURVE ARROW	1,320.00
			110-03-53110-371-000	"ONLY" LEGEND	700.00
			110-03-53110-371-000	RIGHT CURVE ARROW	440.00
				..... CHECK TOTAL	9,534.00
86988	7/10	AT&T	110-01-51801-225-000	5/09 653-8297	35.88
			206-02-52205-225-000	5/09 653-9156	30.98
				..... CHECK TOTAL	66.86
86989	7/10	SUPER SPORTS FOOTWEAR, ETC.	110-01-50602-259-000	SUNNY SACKS	275.00
86990	7/10	MENARDS (KENOSHA)	110-05-55109-361-000	6/09 PA MERCHANDISE	289.00
			110-02-52203-357-000	6/09 FD STA 5 MERCHA	163.95
			110-03-53107-353-000	6/09 ST MERCHANDISE	149.95
			110-03-53116-389-000	6/09 WA MERCHANDISE	121.54
			110-05-55109-246-000	6/09 PA MERCHANDISE	83.90
			110-02-52203-382-000	6/09 FD STA 3 MERCHA	68.90
			501-09-50105-344-000	6/09 ST MERCHANDISE	39.98
			110-01-51801-361-000	6/09 MB MERCHANDISE	39.36
			110-05-55109-357-000	6/09 PA MERCHANDISE	14.49
				..... CHECK TOTAL	971.07
86991	7/10	PAYNE & DOLAN	417-11-50903-585-000	EST 1-RESURF PHSE I	211,088.47
86992	7/10	WIS SCTF	110-00-21581-000-000	7/10/09 HRLY DEDUCT	1,902.08
86993	7/10	WIS DEPT OF TRANSPORTATION	110-02-52103-311-000	CITATION BOOKS	120.00
86994	7/10	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	7/10/09 J.PETRILLO	139.82
86995	7/10	WIS DEPT OF TRANS-TVPR UNIT	110-02-52103-257-000	7/09 REPLENISH	5,000.00
86996	7/10	TIME WARNER CABLE	520-09-50301-233-000	7/09-TD-ROADRUNNER	139.95
			110-01-51102-233-000	7/09-AR-ROADRUNNER	139.95
			 CHECK TOTAL	279.90

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
86997	7/10	GATEWAY TECH COLLEGE	110-01-50602-353-000	KKB ANNUAL PLANTS	700.00
86998	7/10	CONSTRUCTION MANAGEMENT ASSC	110-00-44809-000-000	ESCROW 10222 74 ST	3,000.00
86999	7/10	PROCESSWORKS INC.	110-00-21578-000-000	7/01-07/09 CHK REG	2,681.12
87000	7/10	LARGO MIDWEST LLC	110-03-53116-235-000	REPAIR PRES. WASHER	214.00
87001	7/10	PROCESSWORKS, INC.	110-09-56310-219-000	6/09 ADMIN CHARGES	573.52
87002	7/10	RIMKUS, JASON	761-09-50101-111-000	7/01-15/09 SERVICES	1,735.13
			761-00-21514-000-000	7/01-15/09 SERVICES	25.16CR
			761-00-21599-000-000	7/01-15/09 SERVICES	86.75CR
			761-00-21512-000-000	7/01-15/09 SERVICES	97.00CR
			761-00-21511-000-000	7/01-15/09 SERVICES	107.58CR
			761-00-21513-000-000	7/01-15/09 SERVICES	173.00CR
				..... CHECK TOTAL	1,245.64
87003	7/10	PIRO, RALPH	761-09-50101-111-000	7/01-15/09 SERVICES	822.29
			761-00-21514-000-000	7/01-15/09 SERVICES	11.92CR
			761-00-21512-000-000	7/01-15/09 SERVICES	37.30CR
			761-00-21513-000-000	7/01-15/09 SERVICES	50.00CR
			761-00-21511-000-000	7/01-15/09 SERVICES	50.98CR
				..... CHECK TOTAL	672.09
87004	7/10	KENOSHA CAR SPA LLC	110-02-52204-344-000	6/09-FD AUTO WASHING	41.15
			110-01-51301-344-000	6/09-AUTO WASHING	25.90
			110-02-52203-344-000	6/09-AUTO WASHING	15.95
			206-02-52205-344-000	6/09-FD AUTO WASHING	11.95
				..... CHECK TOTAL	94.95
87005	7/10	SOUTHPORT RIGGING	110-02-52103-365-000	HELMET & GLOVES	194.98
87006	7/10	AFLAC	110-00-21535-000-000	6/09 SAL DEDUCTS	1,807.95
			110-00-21535-000-000	5/22-6/12 HRLY DED	521.56
			110-00-21536-000-000	6/09 SAL DEDUCTS	397.00
			110-00-21536-000-000	5/22-6/12 HRLY DED	237.00
				..... CHECK TOTAL	2,963.51
87007	7/10	RED THE UNIFORM TAILOR	110-02-52206-367-000	6/09 UNIFORMS	279.80
			110-02-52206-367-000	6/09 UNIFORMS	209.85
			110-02-52206-367-000	6/09 UNIFORMS	209.85
			110-02-52206-367-000	6/09 UNIFORMS	209.85
			110-02-52206-367-000	6/09 UNIFORMS	209.85
			110-02-52206-367-000	6/09 UNIFORMS	209.85
			110-02-52206-367-000	6/09 UNIFORMS	209.85
			110-02-52206-367-000	6/09 UNIFORMS	139.90
			110-02-52206-367-000	6/09 UNIFORMS	139.90
			110-02-52206-367-000	6/09 UNIFORMS	139.90
			110-02-52206-367-000	6/09 UNIFORMS	139.90

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52206-367-000	6/09 UNIFORMS	139.90
			110-02-52206-367-000	6/09 UNIFORMS	139.90
			110-02-52206-367-000	6/09 UNIFORMS	114.90
			110-02-52206-367-000	6/09 UNIFORMS	69.95
				..... CHECK TOTAL	2,353.30
87008	7/10	SPECTERA, INC.	110-00-21534-000-000	7/09 DEDUCTS	1,687.34
87009	7/10	STATE DISBURSEMENT	110-00-21581-000-000	7/10/09 S.WELLS	27.71
87010	7/10	GREENMAN TECHNOLOGIES	205-03-53118-219-000	6/09-SERVICE AGREEME	1,644.45
87011	7/10	SOUTHPORT MARINA	110-05-55109-221-000	1ST QTR ELECTRIC BL	3,542.71
87012	7/10	LGIP-INVESTMENTS CITY	110-00-11301-000-000	DOT MUNI TRN AID	588,468.16
			110-00-11301-000-000	DOT TRN OPERATING	462,182.00
			110-00-11301-000-000	DOT CONNECT HWY AID	73,401.41
				..... CHECK TOTAL	1,124,051.57
87013	7/10	VARGAS, FLORA S	110-00-44709-000-000	BARTENDER LICENSE	50.00
87014	7/10	KALIA, ROSHAN L	110-00-44709-000-000	BARTENDER LICENSE	50.00
87015	7/10	CASTANON, BRISEIDA	110-00-47122-000-000	7/31/09-BEACH HOUSE	120.00
			110-00-21905-000-000	7/31/09-BEACH HOUSE	100.00
				..... CHECK TOTAL	220.00
87016	7/10	FREDERICK, VINCENT W	110-00-44709-000-000	BARTENDER LICENSE	50.00
87017	7/10	RICKER, FRED	110-00-46394-000-000	APPLIANCE STICKER	15.00
87018	7/10	YOUNG, ANTHONY D	110-00-44401-000-000	PEDDLERS LICENSE	30.00
87019	7/10	BRUFF, DORIS	110-00-46394-000-000	APPLIANCE STICKER	15.00
87020	7/10	GREAT LAKES FAMILY MED CTR	110-00-47118-000-000	6/27/09-SIMMONS ISL	37.50
87021	7/10	GRIFFIN-ROSSI, THERESA	110-09-56404-719-000	VEH DMG 6/27/09	1,877.93
87022	7/10	THUSUIS, MARK	110-00-46394-000-000	APPLIANCE STICKER	15.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87023	7/10	ESPARZA, JAMES	110-00-21917-000-000	ESCROW-1608 27 AVE	950.00
87024	7/10	CHARTER FITNESS	110-00-44802-000-000	PERMIT 6302 75 ST	150.00
87025	7/10	HUDSON, VICTORIA	110-00-45103-000-000	FINE PYMNT J552078	50.00
			110-00-45104-000-000	FINE PYMNT J552078	28.00
			110-00-21901-000-000	FINE PYMNT J552078	13.00
			110-00-21910-000-000	FINE PYMNT J552078	10.00
			110-00-21911-000-000	FINE PYMNT J552078	8.00
				..... CHECK TOTAL	109.00
87026	7/10	STEWART, BRAD	110-02-52601-261-000	6/09 MILEAGE	294.25
			110-02-52601-226-000	6/09 CELL PHONE	49.38
				..... CHECK TOTAL	343.63
87027	7/10	ENGEN, MITCH	110-02-52601-261-000	6/09 MILEAGE	179.30
			110-02-52601-226-000	5/09 CELL PHONE	14.68
				..... CHECK TOTAL	193.98
87028	7/10	KREWSON, SHARON	110-01-51701-261-000	4/22-7/02 MILEAGE	130.35
87029	7/10	SCHROEDER, RICHARD P.	110-01-51701-261-000	1/09-5/09 MILEAGE	118.80
87030	7/10	TORCIVIA, NICK	110-02-52601-261-000	6/09 MILEAGE	190.85
87031	7/10	SWARTZ, MARTHA E.	110-02-52601-261-000	6/09 MILEAGE	164.45
87032	7/10	COVELLI, PAUL	110-01-50901-261-000	6/09 MILEAGE	148.50
87033	7/10	HILLESLAND, RICHARD	110-02-52601-261-000	6/09-MILEAGE	276.65
			110-02-52601-226-000	5/09 CELL PHONE	14.68
				..... CHECK TOTAL	291.33
87034	7/10	MIKOLAS, KEVIN	110-02-52601-261-000	6/09 MILEAGE	413.05
87035	7/10	WILKE, BRIAN	110-01-51701-261-000	6/09-MILEAGE	62.15
87036	7/10	CHIAPPETTA, LOUIS	110-02-52601-261-000	6/09 MILEAGE	174.35
87037	7/10	WASHINGTON, AL	110-01-50901-261-000	6/09 MILEAGE	157.85

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87038	7/10	CRUEY, EDWARD	110-01-50901-261-000	6/09 MILEAGE	137.50
87039	7/10	WALDSCHMIDT, JACOB	110-01-51303-144-000	2009 TUITION	1,500.00
87040	7/10	DUMKE, JOHN E.	110-02-52601-261-000	6/09 MILEAGE	174.35
87041	7/10	ROHDE, JOHN	110-02-52103-311-000	PARADE SUPPLIES	7.98
87042	7/10	JANTZEN, DENNIS	110-02-52601-261-000	6/09 MILEAGE	526.35
87043	7/10	SANCHEZ, MARGARITO	110-02-52601-261-000	6/09 MILEAGE	241.45
87044	7/10	PASKIEWICZ, JANINE	110-02-52601-261-000	6/09 MILEAGE	286.00
87045	7/10	KISSNER, ERICK R	110-01-51303-144-000	2009 TUITION	640.00
87046	7/10	TILTON, DANIEL	110-02-52206-261-000	4/19-23/09 INDY	270.60
			110-02-52206-263-000	4/19-23/09 INDY	100.00
				..... CHECK TOTAL	370.60
87047	7/10	SANTELLI, GUY	110-02-52204-383-000	7/04 SUPPLIES	29.37
87048	7/15	ACE HARDWARE	110-03-53103-389-000	6/09 ST MERCHANDISE	118.79
			110-05-55103-357-000	6/09 PW MERCHANDISE	84.99
			110-05-55109-389-000	6/09 PW MERCHANDISE	58.88
			110-05-55111-246-000	6/09 PW MERCHANDISE	37.81
			110-05-55109-355-000	6/09 PW MERCHANDISE	23.97
			110-05-55109-244-000	6/09 PW MERCHANDISE	22.94
			110-03-53109-361-000	6/09 ST MERCHANDISE	11.98
			524-05-50101-389-000	6/09 PW MERCHANDISE	10.99
			110-03-53109-389-000	6/09 ST MERCHANDISE	8.48
				..... CHECK TOTAL	378.83
87049	7/15	WE ENERGIES	110-03-53109-221-000	6/09 STREETLIGHTING	57,579.19
			110-05-55109-221-000	6/09 STREETLIGHTING	572.59
				..... CHECK TOTAL	58,151.78
87050	7/15	BURR OAKS GREENHOUSE	110-01-50602-353-000	FLOWERS	142.45
			110-01-50602-353-000	FLOWERS	112.00
			110-01-50602-353-000	FLOWERS	74.85
			 CHECK TOTAL	329.30

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87051	7/15	ICMA RETIREMENT TRUST	110-00-21572-000-000	7/1-7/15/09 CONTRIBS	57,131.95
87052	7/15	INTERSTATE ELECTRIC SUPPLY	520-09-50201-347-000	MISC BULBS	612.27
			110-05-55109-249-000	6/09-PW ELECTRICAL S	212.45
			110-05-55109-249-000	6/09-PW ELECTRICAL S	97.08
			110-05-55109-248-000	7/09-PW ELECTRICAL S	48.25
			110-05-55109-248-000	6/09-PW ELECTRICAL	10.32
				..... CHECK TOTAL	980.37
87053	7/15	KEN-CRETE PRODUCTS CO., INC.	501-09-50105-355-000	6/09-CONCRETE/MATERI	7,806.75
87054	7/15	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	7/15/09 CITY SAL	50,349.63
			110-00-21562-000-000	7/15/09 LIBRARY SAL	8,831.50
			110-00-21562-000-000	7/15/09 WATER SAL	8,698.50
				..... CHECK TOTAL	67,879.63
87055	7/15	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	7/15/09 CITY SAL	1,897.37
			110-00-21541-000-000	7/15/09 LIBRARY SAL	383.00
			110-00-21541-000-000	7/15/09 WATER SAL	148.17
				..... CHECK TOTAL	2,428.54
87056	7/15	LABOR PAPER, THE	110-01-50101-321-000	6/09 HWY MIKE'S	45.24
87057	7/15	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	6/09 09-095535 LAB	47.30
			110-02-52101-219-000	5/09 09-069611 LAB	47.30
				..... CHECK TOTAL	94.60
87058	7/15	KENOSHA NEWS	110-01-51701-321-000	6/09 CD-HOME PROGRM	115.47
			520-09-50301-328-000	4/09 TD-PROPOSAL RQ	41.84
			110-00-21104-000-000	7/09 LIBERTY FOODS	40.53
			110-00-21104-000-000	6/09 GOODFELLOW LIC	40.53
			110-00-21104-000-000	7/09 MIN QUAN LIC	39.56
				..... CHECK TOTAL	277.93
87059	7/15	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	7/15/09 SAL DEDUCT	92,489.00
87060	7/15	KENOSHA POPS BAND INC	222-09-50101-292-000	2009 CONCERT SEASON	36,000.00
87061	7/15	MODERN BUILDING MATERIALS	501-09-50105-355-000	6/09-MERCHANDISE	200.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87062	7/15	RAGAN, BRAD/WINGFOOT	630-09-50101-393-000	5/09-TIRES/TUBES SER	6,901.63
87063	7/15	VULCAN MATERIALS COMPANY	110-03-53103-354-000	6/09-AGGREGATE MATER	2,542.71
87064	7/15	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	7/15/09 H.TOLBERT	212.44
87065	7/15	FEDERAL RESERVE BANK OF	110-00-21561-000-000	7/09 SAVINGS BONDS	300.00
87066	7/15	FIRE & POLICE SELECTION	110-01-51303-219-000	6/09 TESTING MAT'LS	4,524.95
87067	7/15	AMERICAN BOTTLING CO.	524-05-50101-397-000	6/09-GOLF SODA	523.05
			524-05-50101-397-000	6/09-GOLF SOFT DRINK	252.66
			524-05-50101-397-000	6/09-GOLF RETURN SOD	28.25CR
				..... CHECK TOTAL	747.46
87068	7/15	BECKER ELECTRICAL GROUP	520-09-50202-246-000	INSTALL UPS	285.00
87069	7/15	LARK UNIFORM, INC.	110-02-52103-367-000	6/09 #375 UNIFORM IT	424.70
			110-02-52103-367-000	6/09 #525 UNIFORM IT	418.70
			110-02-52103-367-000	6/09 #538 UNIFORM IT	280.80
				..... CHECK TOTAL	1,124.20
87070	7/15	CHASE BANK KENOSHA	110-00-21513-000-000	7/15/09 SAL DEDUCTS	192,500.67
			110-00-21511-000-000	7/15/09 SAL DEDUCTS	71,276.25
			110-00-21612-000-000	7/15/09 SAL DEDUCTS	71,275.88
			110-00-21614-000-000	7/15/09 SAL DEDUCTS	21,371.43
			110-00-21514-000-000	7/15/09 SAL DEDUCTS	21,371.39
				..... CHECK TOTAL	377,795.62
87071	7/15	INTERNATIONAL CODE COUNCIL	110-02-52601-323-000	J.SCHULTZ MBR DUES	180.00
87072	7/15	AT&T	110-01-51801-227-000	6/28-7/27 LOCAL/LD	2,880.02
			110-01-51801-225-000	6/28-7/27 LOCAL/LD	740.58
			110-00-14401-000-000	6/28-7/27 LOCAL/LD	269.28
			110-00-15202-000-000	6/28-7/27 LOCAL/LD	222.78
			520-09-50301-227-000	6/28-7/27 LOCAL/LD	184.40
			110-05-55109-227-000	6/28-7/27 LOCAL/LD	142.35
			110-02-52108-225-000	6/28-7/27 LOCAL/LD	139.00
			110-05-55109-225-000	6/28-7/27 LOCAL/LD	130.36
			110-03-53103-227-000	6/28-7/27 LOCAL/LD	120.45
			110-03-53103-225-000	6/28-7/27 LOCAL/LD	99.13
			521-09-50101-227-000	6/28-7/27 LOCAL/LD	98.60
			632-09-50101-227-000	6/28-7/27 LOCAL/LD	76.65
			520-09-50301-225-000	6/28-7/27 LOCAL/LD	58.47
			110-02-52110-227-000	6/28-7/27 LOCAL/LD	56.90
			520-09-50401-227-000	6/28-7/27 LOCAL/LD	54.75
			501-09-50101-227-000	6/28-7/27 LOCAL/LD	54.75
			524-05-50101-225-000	6/28-7/27 LOCAL/LD	43.23
			632-09-50101-225-000	6/28-7/27 LOCAL/LD	42.25

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			110-02-52103-227-000	6/28-7/27 LOCAL/LD	35.00
			524-05-50101-227-000	6/28-7/27 LOCAL/LD	32.90
			110-03-53116-227-000	6/28-7/27 LOCAL/LD	32.85
			206-02-52205-227-000	6/28-7/27 LOCAL/LD	21.90
			110-02-52110-225-000	6/28-7/27 LOCAL/LD	18.70
			110-03-53116-225-000	6/28-7/27 LOCAL/LD	15.59
			521-09-50101-225-000	6/28-7/27 LOCAL/LD	13.44
			501-09-50101-225-000	6/28-7/27 LOCAL/LD	11.89
			520-09-50301-327-000	6/28-7/27 LOCAL/LD	11.00
			110-05-55111-227-000	6/28-7/27 LOCAL/LD	10.95
			110-02-52203-227-000	6/28-7/27 LOCAL/LD	10.95
			110-01-51701-227-000	6/28-7/27 LOCAL/LD	10.95
			110-05-55111-225-000	6/28-7/27 LOCAL/LD	6.32
			206-02-52205-225-000	6/28-7/27 LOCAL/LD	2.97
			520-09-50401-227-000	6/28-7/27 LOCAL/LD	1.25
			110-02-52203-225-000	6/28-7/27 LOCAL/LD	.44
				..... CHECK TOTAL	5,651.05
87073	7/15	KENOSHA AREA BUSINESS	110-01-51301-263-000	5/09 BREAKFAST	15.00
87074	7/15	FEDEX	110-01-51306-312-000	6/09 FIRE,PW,HR SHP	48.03
			520-09-50106-311-000	6/09 TD-SHIPING SER	20.35
				..... CHECK TOTAL	68.38
87075	7/15	PFEIFFER, GEORGIE	110-02-52203-165-000	7/09 BENEFITS	218.17
87076	7/15	PREISS, IRENE	110-02-52203-165-000	7/09 BENEFITS	410.53
87077	7/15	TUDJAN, EDWARD	110-02-52203-165-000	7/09 BENEFITS	941.50
87078	7/15	ZAK, PAUL	110-02-52203-165-000	7/09 BENEFITS	861.97
87079	7/15	ALFRED BENESCH & COMPANY	409-11-50603-219-000	2/25-8/10/08 DESIGN/	1,989.47
87080	7/15	AT SYSTEMS GREAT LAKES	110-01-51201-219-000	7/09 ARMORED CAR SER	286.00
87081	7/15	BANE-NELSON, INC.	110-03-53117-246-000	DOORS	1,546.98
87082	7/15	NEENAH FOUNDRY CO. (K0363)	630-09-50101-393-000	BOX INLET CASTING	4,032.00
			630-09-50101-393-000	MANHOLE CASTING,	2,983.83
			630-09-50101-393-000	MANHOLE CASTING	2,730.00
			 CHECK TOTAL	9,745.83

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87083	7/15	BOYS & GIRLS CLUB OF KENOSHA	222-09-50101-295-000	SERVICES/4TH PARADE	320.00
87084	7/15	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	7/15/09 SAL DEDUCT	719.00
87085	7/15	ABACUS ARCHITECTS, INC	420-11-50810-584-000	6/14-6/27 PHSE I&II	1,758.06
87086	7/15	BENEFICIAL WISCONSIN, INC	110-00-21581-000-000	7/15/09 A.DETLOGG	155.28
87087	7/15	ACCURATE PRINTING CO., INC.	110-01-51701-311-000 110-01-50301-311-000	6/09 CD-LETTERHEAD 6/09 LE-LETTERHEAD CHECK TOTAL	105.00 90.00 195.00
87088	7/15	BUS & TRUCK OF CHICAGO INC.	520-09-50201-344-000	REBUILD REAR AXLE	8,750.00
87089	7/15	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	6/09 PARTS/MATERIALS	326.58
87090	7/15	TRUGREEN	110-05-55109-219-000	WEED CONTROL	20,000.00
87091	7/15	BROWNELLS, INC.	110-02-52103-365-000 110-02-52103-365-000 110-02-52103-365-000 110-02-52103-365-000 110-02-52103-365-000 110-02-52103-365-000 110-02-52103-365-000 110-02-52103-365-000 110-02-52103-365-000 110-02-52103-365-000 110-02-52103-365-000 110-02-52103-365-000 110-02-52103-365-000 110-02-52103-365-000	INSTALLATION TOOL GLOCK EXTRACTOR SPRING GLOCK RECOIL SPRING GLOCK TRIGGER PIN TRIG HOUSING GLOCK RECOIL SPRING LOCKING BLOCK PIN TRIGGER HOUSING PIN GLOCK TRIGGER SPRING FIRING PIN SAFETY CHECK TOTAL	137.17 92.85 39.10 26.94 20.85 11.97 11.91 7.35 7.35 7.35 7.35 7.35 7.35 370.19
87092	7/15	HARRIS GOLF CARS	222-09-50101-295-000	JULY 4TH PARADE	1,068.00
87093	7/15	BELLE COFFEE SERVICE	524-05-50101-397-000 524-05-50101-397-000	6/09-COFFEE/SUPPLIES 6/09-COFFEE/SUPPLIES CHECK TOTAL	94.00 94.00 188.00
87094	7/15	JAMES IMAGING SYSTEMS, INC.	110-05-55101-232-000 110-01-51101-232-000 110-02-52101-232-000 110-02-52103-232-000 632-09-50101-232-000 110-01-51303-232-000 110-01-51301-232-000 501-09-50105-232-000 110-03-53103-232-000 110-01-50301-232-000 110-01-50301-232-000 110-01-51101-232-000	7-9/09 PA-COPIER SRC 7-9/09 FN-COPIER MAI 7/09 PD-SERVICE AGRE 7/09 PD-SERVICE AGRE 7-9/09 SE-COPIER MNT 7/09 PE-SERVICE AGRE 7/09 AD-SERVICE AGR 7/09 ST-COPIER SERVC 7/09 ST-COPIER SERVC 7/09 LE-COPIER SERV 6/09 LE-OVERAGES 4-6/09 FN-OVERAGES CHECK TOTAL	242.60 241.50 168.00 100.00 92.30 62.00 62.00 34.50 34.50 31.00 10.09 1.42 1,079.91

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87095	7/15	INTERNATIONAL ASSOC OF	110-02-52201-323-000	D.SANTELLI RENEWAL	204.00
87096	7/15	HOERNEL LOCK & KEY, INC.	110-05-55109-246-000	6/09-PA LOCKS/KEYS	54.60
87097	7/15	HILLSIDE TRUE VALUE	520-09-50202-249-000	MISC PARTS/LAWN MOWER	171.95
87098	7/15	US CELLULAR	501-09-50103-226-000	6/09 PW-CELL AIRTIME	21.69
			501-09-50103-226-000	6/09 PW-CELL SERVICE	8.70
			501-09-50101-226-000	6/09 PW-CELL SERVICE	8.00
				..... CHECK TOTAL	38.39
87099	7/15	MALSACK, J	110-09-56501-259-000	7/09 3717 45 ST-GRS	403.75
			110-09-56501-259-000	7/09 4622 10 AV-GRS	230.00
			110-09-56501-259-000	7/09 6426 26 AV-GRS	175.75
			110-09-56501-259-000	7/09 6205 13 AV-GRS	171.00
			110-09-56501-259-000	7/09 15423 70 ST-GRS	171.00
			110-09-56501-259-000	7/09 5325 63 ST-GRS	155.00
			110-09-56501-259-000	7/09 6611 20 AV-GRS	155.00
			110-09-56501-259-000	7/09 6620 14 AV-GRS	140.00
			110-09-56501-259-000	7/09 4307 30 AV-GRS	133.00
			110-09-56501-259-000	7/09 4528 18 AV-GRS	115.00
			110-09-56501-259-000	7/09 2908 RSVLT-GRS	17.50
			110-09-56501-259-000	7/09 6712 25 AV-GRS	4.50
				..... CHECK TOTAL	1,871.50
87100	7/15	KAR PRODUCTS	520-09-50201-317-000	MISC SHOP SUPPLIES	468.14
			520-09-50201-317-000	MISC SHOP SUPPLIES	389.93
			110-02-52203-344-000	6/09-SUPPLIES/REPAIR	217.07
				..... CHECK TOTAL	1,075.14
87101	7/15	JENSEN TOWING	520-09-50201-344-000	TOW BUS	600.00
			110-02-52103-219-000	7/09-#09-099247 TOW	45.00
			110-02-52103-219-000	7/09-#09-099247 TOW	45.00
			110-02-52103-219-000	6/09-#09-096617 TOW	25.00
				..... CHECK TOTAL	715.00
87102	7/15	REGISTER OF DEEDS	110-09-56501-259-000	RAZE ORDER/PENDENS	30.00
87103	7/15	INSTY-PRINTS	222-09-50101-295-000	PARADE SIGNAGE	1,439.57

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87104	7/15	MARTIN PETERSEN COMPANY, INC.	520-09-50202-246-000	MESH FILTER	54.64
87105	7/15	JP MORGAN CHASE BANK	761-00-21513-000-000	6/09 KCM DEDUCTS	446.00
			761-09-50101-152-000	6/09 KCM DEDUCTS	317.12
			761-00-21511-000-000	6/09 KCM DEDUCTS	317.12
			761-09-50101-158-000	6/09 KCM DEDUCTS	74.17
			761-00-21514-000-000	6/09 KCM DEDUCTS	74.16
				..... CHECK TOTAL	1,228.57
87106	7/15	SCHINDLER ELEVATOR CORP.	521-09-50101-242-000	7/09-9/09-ELEVATOR M	109.41
87107	7/15	CDW-G	110-02-52201-311-000	6/09 TONER	747.61
			110-01-51102-539-000	6/09 COMPUTER EQUIPM	461.59
				..... CHECK TOTAL	1,209.20
87108	7/15	MARSHALL & SWIFT	110-01-50901-316-000	COMMERCIAL SUITE	1,658.20
87109	7/15	DAVISON & MULLIGAN, LTD	110-01-50101-219-000	6/09 SERVICES	536.50
			110-01-51303-212-000	6/09 WATKINS	185.00
				..... CHECK TOTAL	721.50
87110	7/15	AT&T	110-01-51801-225-000	6/09 653-8297	35.88
			206-02-52205-225-000	6/09 653-9156	30.98
				..... CHECK TOTAL	66.86
87111	7/15	MENARDS (KENOSHA)	110-02-52203-353-000	6/09-FD#3 MERCHANDIS	143.68
			110-09-56402-311-000	6/09-RISK MGNT MERCH	30.14
			110-03-53103-389-000	6/09-ST MERCHANDISE	27.69
				..... CHECK TOTAL	201.51
87112	7/15	NASSCO INC	520-09-50201-317-000	VALVE FLOOR SCRUBBER	55.42
87113	7/15	WIS SCTF	110-00-21581-000-000	7/15/09 SAL DEDUCTS	9,219.62
87114	7/15	PREVOST CAR-CREDIT DEPT	520-09-50201-347-000	4/09-BUS PARTS	241.70
87115	7/15	LASER NET INC	110-01-51201-311-000	6/09 TAX ASSMT EPS	410.00
87116	7/15	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	7/15/09 M.RIVERA	746.00

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87117	7/15	COPY CENTER	110-01-50602-311-000	LAMINATE NEWS ARTCLE	42.30
			110-01-50602-311-000	FLOWER SPONSOR SIGNS	27.75
				..... CHECK TOTAL	70.05
87118	7/15	TRANS UNION LLC	110-02-52101-219-000	5/26-6/25/09 SERVICE	19.95
87119	7/15	WAAO	110-01-50901-323-000	4 RENEWAL/1 NEW MBR	175.00
87120	7/15	SCHMITT PROTECTIVE SERVICES	110-01-51801-246-000	5/09-SECURITY CHECKS	77.00
			110-01-51801-246-000	3/09-SECURITY CHECKS	63.00
			110-01-51801-246-000	4/09-SECURITY CHECKS	56.00
				..... CHECK TOTAL	196.00
87121	7/15	LAKE COUNTY HYDRAULICS	630-09-50101-393-000	5/09-#2639 OVERHAULS	112.50
87122	7/15	KIMBALL MIDWEST	632-09-50101-382-000	100W KIM-GUARD BULBS	42.00
			630-09-50101-393-000	KIM-FLEX DISC-2"	40.50
			630-09-50101-393-000	KIM-FLEX DISC-2"	40.50
			630-09-50101-393-000	THREADLOCKER	14.40
			630-09-50101-393-000	THREADLOCKER	14.40
				..... CHECK TOTAL	151.80
87123	7/15	NEW WAVE	206-02-52205-344-000	BUFF/TEFLON COATING	425.00
			206-02-52205-344-000	BUFF/TEFLON COATING	425.00
			206-02-52205-344-000	BUFF/TEFLON COATING	425.00
				..... CHECK TOTAL	1,275.00
87124	7/15	AZAR L.L.C.	110-09-56501-259-000	RAZING-7301 45TH AVE	6,977.44
87125	7/15	BEST LANDSCAPERS	110-05-55109-353-000	6/09 WOOD CHIPS	3,150.00
			110-05-55109-353-000	6/09 WOOD CHIPS	2,250.00
			110-05-55109-353-000	6/09 WOOD CHIPS	2,250.00
				..... CHECK TOTAL	7,650.00
87126	7/15	PLEASANT PRAIRIE UTILITIES	110-09-56519-259-000	7/09 SPRNGBRK WATER	88.03
			110-09-56519-259-000	7/09 80 TH-CLN WATER	54.01
			110-09-56519-259-000	7/09 80TH ST-WATER	13.33
				..... CHECK TOTAL	155.37
87127	7/15	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	6/09 TRANSIT COACH P	600.00
			520-09-50201-347-000	6/09 TRANSIT COACH P	9.96
				..... CHECK TOTAL	609.96

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87128	7/15	IAFF/NATIONWIDE	110-00-21574-000-000	7/1-7/15/09 CONTRIBS	20,804.49
87129	7/15	CART MART OF WI INC	524-05-50101-344-000 524-05-50101-344-000	REPAIRS TO GOLF CARS REPAIRS TO GOLF CARS CHECK TOTAL	286.19 59.11 345.30
87130	7/15	USA MOBILITY	110-02-52102-282-000 110-02-52203-282-000 110-02-52109-282-000 631-09-50101-282-000	7-9/09 PD-PAGER RNT 7-9/09 FD-PAGER RNT 7-9/09 PD-PAGER RNT 7-9/09 PW-PAGER RNT CHECK TOTAL	1,053.00 218.25 195.00 42.00 1,508.25
87131	7/15	J D BENEFITS, INC	110-00-21517-000-000	7/1-7/15/09 DEDUCTS	5,484.70
87132	7/15	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	7/1-7/15/09 CONTRIBS	12,111.25
87133	7/15	CLARK DIETZ, INC	449-11-50501-589-000	6/09 PROFESSIONAL SE	2,677.28
87134	7/15	BALL SEED COMPANY	110-05-55103-353-000	4/09 FLOWERS, PLANTS	219.08
87135	7/15	AURORA MEDICAL GROUP	110-01-51303-216-000 110-02-52103-219-000	5/09-6/09-SCREENS 5/09-6/09-SCREENS CHECK TOTAL	3,883.00 38.00 3,921.00
87136	7/15	MILWAUKEE ORTHOPAEDIC GROUP	110-09-56306-161-000 110-09-56306-161-000	4/30/09 L VIOLA 4/30/09 L VIOLA CHECK TOTAL	179.00 88.00 267.00
87137	7/15	AURORA HEALTH CARE	110-09-56306-161-000 520-09-50101-161-000 110-09-56306-161-000 110-09-56306-161-000 110-09-56306-161-000 520-09-50101-161-000 110-09-56306-161-000	11/17/08 B WILSON 5/15/09 M PORTER 6/3/09 T SOSBE 6/3/09 T SOSBE 11/17/08 B WILSON 5/18/09 D BEALL 11/17/08 B WILSON CHECK TOTAL	1,309.43 400.40 222.33 197.12 166.32 137.28 112.64 2,545.52
87138	7/15	AMERICAN SOCIETY OF	110-09-56402-264-000	7/27-28 REDUCE LOSS	665.00
87139	7/15	DUFFY, KENNETH T.	110-02-52102-367-000	2009 CLOTHING ALLOW	400.00

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87140	7/15	MUTCHLER, VINCENT L.	110-09-56305-166-000	6/15-7/15/09 PPD	1,092.00
87141	7/15	JACKSON, MICKEY D.	110-09-56305-166-000	6/17-7/17/09 PPD	962.00
87142	7/15	BAUMANN, RICHARD H.	110-02-52601-261-000	6/09 MILEAGE	542.85
87143	7/15	ALLEMAND, STEVE	110-09-56306-161-000	6/19/09 RX PAYMENT	35.00
87144	7/15	BOSMAN, KEITH	110-01-51301-263-000	7/08 LUNCH GOV STAFF	84.95
			110-01-51301-341-000	6/16/09 MADISON	28.75
			110-01-51301-263-000	6/16/09 MADISON	21.50
			110-01-51301-261-000	6/16/09 MADISON	2.40
				..... CHECK TOTAL	137.60

GRAND TOTAL FOR PERIOD ***** 3,910,420.48

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



JEFFREY B. LABAHN
Director of City Development

CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT



Item # L.2.
City of Kenosha
Common Council Agenda
8/3/09

MEMO

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

FROM: Mark McCarthy, Department of City Development *mem*

RE: **HOME Program Overview and Revisions to the 2007 and 2008 Program Descriptions**

DATE: July 30, 2009

The attached information outlines the proposed revisions to the City's 2007 and 2008 HOME Program Descriptions (as previously provided to the Common Council with cover memo dated July 15, 2009) recommended by the City's HOME Program Commission on June 24, 2009. The program revisions would allow the following types of housing assistance programs:

- ◆ **Tenant Based Rent Assistance Program** administered by the City of Kenosha Housing Authority.
 - \$894, 668 (\$294,668 of 2007 Entitlement Funds and \$600,000 of HOME Program Income) to assist up to ninety (90) households with up to twenty-four (24) months of rental assistance.
- ◆ **Homebuyer Purchase Assistance Loans** for home buyers purchasing new homes in the KAT Housing Development Project Area called Grandview Meadows. This would be a minimum of twelve (12) loans and, **Homebuyer Assistance for Down Payment Costs** - City wide up to 3.5% of the home purchase price.
 - Total of \$458,122 (\$358,122 of 2008 Entitlement Funds and \$100,000 of Program Income) available for both programs.
- ◆ **HOME Program Income to be used to make direct first and second mortgages to buyers of City homes.**
 - Total of \$1.2 million available to assist up to eight (8) home buyers.

Based upon a meeting involving Administration and various aldermen, concern was expressed about funding a Tenant Based Rent Assistance program with HOME funds. Their preference would be to continue with current neighborhood revitalization efforts of building new homes in the target neighborhoods to promote home ownership.

Should the Common Council desire to delete the Tenant Based Rent Assistance option, the Downpayment and Closing Cost option, and the First and Second Mortgage Financing option from the 2007 and 2008 HOME Program Descriptions and continue to use the HOME funds for infill housing development, then an amendment would be in order to:

- Delete the Tenant Based Rent Assistance option, and
- Delete the Downpayment and Closing Cost Assistance option, and
- Delete the option for the City to fully finance the sale of City constructed homes with a first and second mortgage, and
- Approve the option to provide up to \$458,122 for second mortgage purchase assistance loans to homebuyers for the KAT Subdivision (Grandview Meadows) development with the 2008 HOME Entitlement funds and HOME Program Income funds.

Any revisions to the 2007 and 2008 HOME Program Descriptions will require that an Amendment to the City's Consolidated Plans for 2007 and 2008 also be considered and approved by the Common Council. The Amendment process required publication of a thirty day public comment period notice of the Proposed HOME Program changes.

MM:kas
Attachment

DEPARTMENT OF CITY DEVELOPMENT
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KENOSHA, WISCONSIN 53140
(262) 653-4030
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CITY PLAN
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HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Mayor Keith Bosman and Members of the Common Council
FROM: Mark McCarthy, Department of City Development *mcm*
RE: **HOME Program Overview and Proposed Revisions**
DATE: July 15, 2009

The attached information relates to the HOME Investment Partnerships Program.

The packet contains the following:

- An Overview of the HOME Program
- Alternative Plan for Use of 2007 and 2008 HOME Program Funds
- Proposed Revisions to the 2007 and 2008 HOME Program Descriptions and Budgets as approved by the City's HOME Program Commission

This information is being provided in advance of the Finance Committee and Common Council consideration of this matter at their August 3, 2009 respective meetings.

If you have any questions about the HOME Program, including revisions to the 2007 and 2008 HOME Program Descriptions and Budgets, please contact Mark McCarthy, Community Development Specialist at 653.4030.

MM:kas
Attachment

HOME Program Overview

I. What is HOME?:

The Home Investment Partnerships Program, known as HOME, is a major federal housing program created by the National Affordable Housing Act of 1990 (NAHA). HOME Program funding is provided through the U.S. Department of Housing and Urban Development (HUD) in the form of grants to States and local governments. The purpose of the HOME Program is to help expand the supply of decent, affordable housing for low and very-low income households that meets local needs and priorities. Grantees have a great deal of flexibility in designing their local HOME Programs within the guidelines established by the HOME program statute and the HUD Final HOME Program Rule. Grantees may use HOME funds to help renters, homebuyers, or existing homeowners. As an entitlement city for HOME, the City of Kenosha receives an annual HOME allocation of approximately \$500,000.

II. City of Kenosha HOME Program Activities:

HOME Program funding has been used in Kenosha for the following activities:

1. **Property acquisition, rehabilitation and resale** to eligible buyers (below 80% of Kenosha County Median Income). The City has completed 20 acquisition/rehab/sale projects.
2. **New construction and sale of infill single family homes** in designated target neighborhoods. The City has completed 53 single family new construction projects. In addition, five (5) new construction projects, started in 2008, will be completed this summer/fall.

III. HOME Program Eligible Activities/Costs:

1. **New construction:** of affordable rental housing and owner-occupied housing.
2. **Owner -Occupied Rehabilitation:** Rehabilitation of owner-occupied homes. All projects must meet applicable local codes, City's rehabilitation standards for HOME and after-rehab value of property can be no more than 95% of the median purchase price for Kenosha the type of single family housing based on the number of bedrooms.
3. **Conversion:** of an existing structure for another use to affordable residential housing.
4. **Site Improvements:** including on-site improvements in connection with a HOME project (sidewalks, utility connections, sewer and water lines, etc.) where none were present.
5. **Acquisition of Property for rehabilitation and resale or rental.** All completed units must meet HOME rental occupancy, affordability and lease requirements.
6. **Acquisition of Vacant Land:** HOME funds may be used for acquisition of vacant land **only** if construction will begin on a HOME project within 12 months.
7. **Demolition:** Demolition of an existing structure may be funded through HOME **only** if construction will begin on the HOME project within 12 months.
8. **Relocation costs:** The federal Uniform Relocation Act and the One-for-One Housing Replacement Rule (also known as the Barney Frank Amendments) apply to all HOME-assisted properties. Both permanent and temporary relocation are eligible costs. Staff and overhead costs associated with relocation assistance are also eligible.

9. **Refinancing:** HOME funds may be used to refinance existing debt on single-family, owner-occupied properties in connection with HOME-funded rehabilitation. The refinancing must be necessary to reduce the owner's overall housing costs and make the housing more affordable. HOME may also be used to refinance existing debt on multi-family projects being rehabilitated with HOME funds.
10. **Capitalization of project reserves:** funds may be used to fund an initial operating deficit reserve for new construction and rehabilitation projects for the initial rent-up period. The reserve may be used to pay for project operating expenses, scheduled payments to a replacement reserve and debt service for a period of up to 18 months.
11. **Project-related soft costs:** These must be reasonable and necessary. Examples of eligible project soft costs, such as: finance-related costs; Architectural, engineering and related professional services; tenant and homebuyer counseling provided the recipient of HOME of counseling ultimately becomes the tenant or owner of a HOME-assisted unit; project audit costs; Affirmative Marketing and Fair Housing services to prospective tenants or owners of an assisted project; and PJ staff costs directly related to projects (not including TBRA).

IV. HOME Program Limits / Affordability:

1. **Homebuyer/Homeowner Project Income Limits:** Owner occupied projects must have gross annual household income that below 80% of the Kenosha County Median Income (CMI) for their family size. These income limits are published annually by HUD. The current 2009 income limits for Kenosha are listed below:

<i>Household Size</i>	<i>80% CMI Limit</i>
1 person	\$39,700.00
2 person	\$45,350.00
3 person	\$51,050.00
4 person	\$56,700.00
5 person	\$61,250.00
6 person	\$65,750.00
7 person	\$70,300.00
8 person	\$74,850.00

2. **HOME Subsidy Limit:** the current per project HOME subsidy limit for Kenosha is **\$223,980**. This is the maximum amount of HOME funds that may be spent on a per unit basis.
3. **Sale Price / After-Rehab Value Limit:** The current limit established by HUD for our market area is **\$272,200**. This limit is currently under review by HUD.
4. **Long Term Affordability:** The length of the affordability period varies from 5 to 20 years depending on the amount of the HOME investment in the property and the nature of the activity funded.

The affordability period for City of Kenosha HOME Buyer projects is typically 10 years and is based on the amount of the HOME funded loan provided to the homebuyer by the City. The loans are in the range of \$25,000 to \$28,000 (17% of the home purchase price).

Alternative Plan for Use of HOME Program Funds

1. **Single Family Home Construction** and sale to income eligible buyers:

Funding Available: \$600,000 HOME Program Income and \$294,668 of 2007 HOME Program Entitlement Funds for the Home Buyer Program.

The following is a list of potential buildable lots owned by the City or Kenosha Housing Authority and estimated costs for single family home construction:

<i>Lot Location</i>	<i>House Model</i>	<i>Estimated Development Cost</i>
5500-24th Avenue (corner lot)	Seton	\$185,000
5502-23rd Avenue (corner lot)	Piedmont	\$185,000
5504-22nd Avenue (corner lot)	Hathaway	\$200,000
5420-22nd Ave (parking lot)	Seton	\$200,000
5422-22nd Ave (parking lot)	Hawthorne	\$200,000
5430-22nd Ave (parking lot)	Piedmont	\$185,000
6404-11th Ave	TBD	\$185,000
5036-14th Ave	TBD	\$185,000
6731-14th Ave	TBD	\$185,000
5047-17th Ave	Sellwood	\$185,000
5101-18th Ave	Harvest III	\$185,000
5510-22nd Ave	Harvest III	\$185,000
1408-50th Street	TBD	\$185,000
2111-57th Street	TBD	\$185,000
1515-52nd Street	TBD	\$185,000
5915-60th Street	Build America/ Accessible House	\$200,000
4621-38th Ave (Lot A)	BA House	\$185,000
4621-38th Ave (Lot B)	TBD	\$185,000

2. **Second Mortgage Purchase Assistance Loans for KAT Housing Development Project**

Homebuyers: Funding available includes \$358,122 of 2008 HOME Entitlement funding for the Home buyer Program (*these funds would need to be committed to specific projects by March 31, 2010 or would be allocated for new construction and/or rehabilitation activities*).

HOME loans would be for 17% of purchase price, 3% buyer downpayment required, 80% private lender financing. Homebuyers would be required to attend a Homebuyer Training Course.

Loan terms: 0% interest, no monthly payment for 10 years, after 10 years the loan converts to a 3% interest rate with monthly payments for 20 year term.

3. **Rehabilitation Loans Available on a City Wide Basis:**

Funding source: HOME Program Income from future HOME sales.

- a. Properties must meet City's Property Maintenance Code after rehab
- b. All rehab work must meet City's HOME Program Rehabilitation Standards

- c. After rehab value of property cannot exceed the current limit of \$275,200
- d. Lead Based Paint Risk Assessment required for all pre-1978 built housing
- e. Certified LPB contractors must be used if lead paint is present and will be disturbed by the rehab
- f. Temporary relocation of occupants will be required for any lead paint work such as replacement of windows, interior demolition, etc.. Occupants may move back in after LBP Clearance testing is done and approved.
- g. LBP work could be accomplished in cooperation with the Kenosha County Div. of Health Lead Hazard Control Program provided they are awarded an extension of funding to their current program.
- h. Maximum loan amount and terms to be determined
- i. The housing rehabilitation program option would require hiring a Rehab Specialist

FACT SHEET HOME Program Commission	Community Development Division 625 52 nd Street Kenosha, WI 53140 (262) 653-4030	June 24, 2009	Item # 1
Revised HOME Program Descriptions and Budgets for the 2007 and 2008 Programs			

ANALYSIS:

1. HOME Program changes are necessary at this time to diversify the types of programs and projects we fund. Primarily, the City has used HOME Program funds for the construction and sale of new single family homes in our targeted neighborhoods. With the decline in the housing market and the inability of lower income households to obtain mortgages, we have been unable to sell our homes. The last home sale we made occurred in September 2008. Currently, we have four (4) completed homes for sale. These homes have been on the market from eight (8) months to one (1) year. We also have five (5) homes under construction that were started last summer/fall. These five (5) homes will be ready for sale later this summer and fall.
 2. The housing market slow down has impacted our ability to “move” the HOME Program funds, and consequently, we are at risk of having funding “de-obligated” by HUD under the HOME Program funding commitment and expenditure rules. Basically, the HOME Program rules require grantees to commit new HOME Entitlement funds to a project within 24 months of receiving our annual contract from HUD for HOME funds.
 3. Commitment of funds under the HOME Program regulation means:
 - A) The participating jurisdiction has executed a legally binding agreement with a State recipient, a sub-recipient, or a contractor to use a specific amount of HOME funds to produce affordable housing or provide tenant-based rental assistance; or has executed a written agreement reserving a specific amount of funds to a community housing development organizations; or has met the requirements to commit to a specific local project, as defined in paragraph (2), below.
 - B) Commit to a specific local project, which means:
 - (1) If the project consists of rehabilitation or new construction (with or without acquisition), the participating jurisdiction (or State recipient or sub-recipient) and project owner have executed a written legally binding agreement under which HOME assistance will be provided to the owner for an identifiable project under which construction can reasonably be expected to start within twelve (12) months of the agreement date. If the project is owned by the participating jurisdiction or State recipient, the project has been set-up in the disbursement and information system established by HUD, and construction can reasonably be expected to start within twelve (12) months of the project set-up date.
 - (2) If the project consists of acquisition of standard housing and the participating jurisdiction (or State recipient or sub-recipient) is acquiring the property with HOME funds, the participating jurisdiction (or State recipient or sub-recipient) and the property owner have executed a legally binding contract for sale of an identifiable property and the property title will be transferred to the participating jurisdiction (or State recipient or sub-recipient) within six (6) months of the date of the contract.
- If the project consists of acquisition of standard housing and the participating jurisdiction (or State recipient or sub-recipient) is providing HOME funds to a family to acquire single family housing for homeownership or to a purchaser to acquire rental housing, the participating jurisdiction (or State recipient or sub-recipient) and the family or purchaser have executed a written agreement under which HOME assistance will be provided for the purchase of the single family housing or rental housing and the property title will be transferred to the family or purchaser within six (6) months of the agreement date.

FACT SHEET HOME Program Commission	Community Development Division 625 52 nd Street Kenosha, WI 53140 (262) 653-4030	June 24, 2009	Item # 1
Revised HOME Program Descriptions and Budgets for the 2007 and 2008 Programs			

- (3) If the project consists of tenant-based rental assistance, the participating jurisdiction (or State recipient or sub-recipient) has entered into a rental assistance contract with the owner or the tenant in accordance with the provisions of § 92.209.
4. HOME Program Income: The other HOME Program funding issue is that HOME Program Income is to be committed and used *first* before committing and using new Entitlement funding. Currently, we have approximately \$600,000 in HOME Program Income available for commitment.
5. The attached report and revised HOME Program descriptions lay out the proposed revisions to the City's HOME Program to include the following types of housing assistance programs:
- A) **Tenant Based Rent Assistance Program** administered by the City of Kenosha Housing Authority - \$894,668 to assist up to 90 households.
- B) **Homebuyer Purchase Assistance Loans** for homebuyers purchasing new homes in the KAT Housing Development Project Area (minimum of 12 loans), and
- Homebuyer Assistance for Downpayment Costs** (City-wide) up to 3.5% of the home purchase price. Total of \$458,000 available for both programs.
- C) HOME Program Income to be used to make direct 1st and 2nd mortgages to buyers of City homes. Total of \$1.2 million available to assist up to eight (8) homebuyers.
6. These revisions to the 2007 and 2008 HOME Program Descriptions will require that an amendment to the City's Consolidated Plans for 2007 and 2008 also be considered and approved by the Common Council. The amendment process requires publication of a 30-day public comment period notice of the proposed HOME Program changes.

RECOMMENDATION:

A recommendation is made to approve the attached revised HOME Program Descriptions for the 2007 and 2008 program funding and HOME Program Income and refer to the Finance Committee and Common Council for their meetings scheduled for July 20, 2009.

HOME Program Background Information

HOME Program Purpose:

HOME Program funding is provided through the U.S. Department of Housing and Urban Development (HUD) in the form of grants to States and local governments. The purpose of the HOME Program is to help expand the supply of decent, affordable housing for low and very low-income households that meet local needs and priorities. Grantees have a great deal of flexibility in designing their local HOME programs within the guidelines established by the HOME program statute and the HUD Final Rule. Grantees may use their HOME funds to help renters, new homebuyers, or existing homeowners.

History and Goals of the Program:

The HOME Program was created by the National Affordable Housing Act of 1990 (NAHA) and has been amended several times by subsequent legislation.

Objectives: The intent of the HOME Program is to:

1. provide the capacity of nonprofit housing providers;
2. expand the capacity of state and local governments to provide housing; and
3. leverage private-sector participation.

Eligible HOME-Funded Activities:

1. *Homeowner Rehabilitation:* HOME funds may be used to assist existing owner-occupants with the repair, rehabilitation, or reconstruction of their homes.
2. *Homebuyer Activities:* The City may finance the acquisition and/or rehabilitation or new construction of homes for homebuyers.
3. *Rental Housing:* Affordable rental housing may be acquired and/or rehabilitated or constructed.
4. *Tenant-based Rental Assistance (TBRA):* Financial assistance for rent, security deposits, and under certain conditions, utility deposits may be provided to tenants. Assistance for utility deposits may only be provided in conjunction with a TBRA security deposit or monthly rental assistance program.

The HOME Program is **not** able to fund financial assistance for foreclosure programs.

Current Status of HOME Program in Kenosha:

HOME Program funding has been used in Kenosha for the following activities:

1. Property acquisition, rehabilitation and resale to HOME Program eligible buyers (below 80% of Kenosha County Median Income). The City has completed 20 acquisition/rehab/sale projects through HOME.
2. New construction and sale of infill single family homes in designated target neighborhoods. The City has completed 53 single family new construction projects. In addition, five (5) new construction projects, started in 2008, will be completed this summer.
3. HOME Community Housing Development Organization (CHDO) funding has been used by the Carpenters Home Improvement Program, Inc., (CHIP) which is a partnership of the Kenosha Unified

School District, the Carpenter's Union and the City. Since 1993, CHIP has completed 12 major rehabilitation projects and constructed 16 new homes for the City.

4. Due to the recent problems in the housing market and banking industry, no new HOME funded single family construction projects have been started in 2009. The City currently has four (4) completed homes for sale.

Proposed HOME Program Revisions and Reallocation of HOME Program Funding:

Serious problems in the housing market and financial sector have affected the City's ability to move our HOME Program funds in an effective and efficient manner and to comply with the funding commitment and expenditure deadlines required under the HOME Program. As a formula entitlement city, Kenosha receives an annual HOME grant of approximately \$500,000 per year. Additionally, in the past three (3) years the City has generated \$2.5 million in HOME "Program Income" from the sale of new homes. Our current amount of available HOME Program Income is approximately \$600,000. In accordance with the federal rules, "Program Income" must be used for HOME Program eligible activities *first*, before any new HOME Program Entitlement funds may be committed and used. In addition to the currently available HOME Program Income, the City could generate up to \$1.2 million from the sale of four (4) currently completed homes and five (5) homes that started construction last summer.

New HOME Entitlement funding must be committed to eligible activities within 24 months of the date HUD awards the HOME funds to the City and those funds must be expended on eligible activities within five (5) years.

HOME funding that is not committed to eligible activities within 24 months or expended within five (5) years *will* be recaptured by HUD and will no longer be available to the City of Kenosha.

New home construction provided the City with a very efficient mechanism to commit and expend the HOME Program funds in the two (2) year/five (5) year requirements, while also having a significant impact in the City's target areas.

To preserve the City's HOME Program funding, revisions to the HOME Program Description and allocation will need to be considered and approved by the City's HOME Program Commission and Common Council in accordance with HUD rules, including proper public notice of contemplated program changes.

The problems in the housing and financial sectors present the City with an opportunity to adjust our program to make it more flexible to local needs and market conditions.

Listed on the next page is a chart that lays out the City's current HOME Program funding, approved uses, and the proposed reprogramming and uses of HOME funds.

City of Kenosha HOME Program

Current Available Funding and Approved Uses:

HOME Fund Source	Amount Available	Estimated No. of Assisted Households	Approved Use
2007 HOME Entitlement	\$371,531	6	Construct or Rehabilitate homes in designated target areas and provide purchase assistance for buyers of the homes.
2008 HOME Entitlement	\$358,122	6	Construct or Rehabilitate homes in designated target areas and provide purchase assistance for buyers of the homes.
HOME Program Income	\$600,000	10	Construct or Rehabilitate homes in designated target areas and provide purchase assistance for buyers of the homes. Funds can also be used for development of affordable senior rental housing.
Potential HOME PI (2009)	\$675,000	11	HOME Program Income from sale of five (5) homes to be used for additional home construction/rehabilitation projects.
Potential HOME PI (2010)	\$540,000	9	HOME Program Income from sale of four (4) homes to be used for additional home construction/rehabilitation projects.
TOTAL	\$2,544,653	42	

Proposed REVISED Use of HOME Entitlement Funds and HOME Program Income:

HOME Fund Source	Amount		Recommended Use
2007 HOME Entitlement	\$294,668		Tenant Based Rent Assistance (TBRA)
HOME Program Income	\$600,000		Tenant Based Rent Assistance (TBRA)
TOTAL	\$894,668	90	Tenant Based Rent Assistance (TBRA)
2007 HOME Entitlement	\$76,863	1	Construct or Rehabilitate homes in designated target areas and provide purchase assistance for buyers of the homes.
2008 HOME Entitlement (\$358,122) and Potential 2009 HOME Program Income (\$100,000)	\$458,122	32	<ol style="list-style-type: none"> 1. A minimum of 12 Homebuyer Purchase Assistance Loans for homebuyers purchasing new homes in the KAT Housing Development Project area; and 2. Homebuyer Assistance for Downpayment and Closing Costs (city-wide), up to 3.5% of home purchase price. <i>(Note: 2008 HOME Entitlement funds of \$358,122 must be committed to specific projects by March 31, 2010.)</i>
Potential HOME PI (2009)	\$575,000	4	HOME PI to be used for making direct 1 st and 2 nd mortgages to buyers of City homes.
Potential HOME PI (2010)	\$540,000	4	HOME PI to be used for making direct 1 st and 2 nd mortgages to buyers of City homes.
TOTAL (Homebuyer)	\$1,649,985	41	
TOTAL	\$2,544,653	131	

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**HOME Investment Partnership Program (HOME)
2007 Program Description
(Revised June 2009)**

Use of Funds:

The City of Kenosha intends to use its 2007 HOME funds for Program Administration, Homebuyer Projects, and Tenant Based Rent Assistance.

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

Program Administration:

The City of Kenosha will use \$49,537 of its 2007 HOME allocation for payment of administrative and planning costs of the HOME Program. These costs include the reasonable costs of overall program management, coordination, monitoring, and evaluation of HOME activities by the City of Kenosha.

City of Kenosha Homebuyer Program:

The City of Kenosha will use \$76,863 of its 2007 HOME allocation to support programs or projects that assist income eligible homebuyers with the purchase, rehabilitation, or construction of owner-occupied homes.

HOME Program Tenant Based Rental Assistance (TBRA)

The City of Kenosha will use \$294,668 of 2007 HOME Entitlement funds and up to \$600,000 of HOME Program Income funds to support a HOME Tenant Based Rent Assistance Program that will assist up to ninety (90) very-low income Kenosha resident households and individuals who are currently homeless or at risk of homelessness. HOME Tenant Based Rent Assistance can be provided for up to 24 months. Assistance could be renewed after 24 months depending on the availability of HOME funding. HOME TBRA will be linked with Family Self Sufficiency programs administered by the City of Kenosha Housing Authority in cooperation with the Kenosha County JOBS Center.

Community Housing Development Organizations (CHDO)

The City of Kenosha is setting aside the required fifteen percent (15%) or \$74,305 of its 2007 HOME funds for Community Housing Development Organizations (CHDOs). CHDO funds will be used to construct or rehabilitate affordable single family homes on City designated sites located in targeted areas. In lieu of the normal 10% HOME CHDO operating expense allowance, the City will pay CHDO's a developer fee of 15% of the total construction costs of each HOME funded project they undertake and complete. Additional funding for CHDO projects may be made available from other HOME Program funds.

Allocation of 2007 HOME Funds

<i>Activity</i>	<i>Home Funding</i>	<i>Match Funding (25%)</i>
Administration	\$49,537.40	\$0.00
<u>First-time Homebuyer</u>	<u>\$76,863.00</u>	<u>\$19,216.00</u>
<u>Tenant Based Rent Assistance</u>	<u>\$294,668.00</u>	<u>\$73,667.00</u>
CHDO Set-Aside	\$74,305.10	\$18,576.00
TOTALS	\$495,373.50	\$111,459.00

HOME Program Income:

In addition to the new funding for 2007 listed above, the City generated \$592,519 in HOME Program Income from the sale of new homes and repayment of HOME Program funded loans. HOME Program Income Funds

will be used to fund eligible HOME Program projects and activities as described herein. In addition, up to ten percent (10%) of eligible program income may be used for HOME Program allowable administrative expenses.

Purpose of Homebuyer Program:

The purpose of the Homebuyer Program is to assist low and moderate income families to purchase homes constructed with HOME Program funds in the Neighborhood Revitalization Strategy Areas and Neighborhood Improvement Fund Target Areas.

Homebuyer Program Goal:

The City's goal is to assist approximately two (2) homebuyers with the \$76,863 in 2007 HOME funds used to construct new homes.

Homebuyer Program Eligible Activities:

Eligible activities for the Homebuyer Program include: Property Acquisition, New Construction, and Substantial Rehabilitation. Dwellings rehabilitated using HOME Program funds must meet all state and local codes as well as state energy codes after the rehabilitation is complete.

Tenant Based Rent Assistance Eligible Activities:

- Eligible activities for the Tenant Based Rent Assistance Program include up to 24 months of rent assistance for up to ninety (90) Kenosha resident households and individuals who are currently homeless or at risk of homelessness.
- HOME Tenant Based Rent Assistance funds may also be used to provide Security Deposit Assistance to participating eligible households receiving HOME TBRA. The HOME Security Deposit Assistance is intended to help program participants secure an eligible housing unit; and
- All eligible households and individuals must be very-low income with adjusted gross household income below fifty percent (50%) of the Kenosha County Median Income adjusted for family size as published annually by the U.S. Department of Housing and Urban Development; and
- All households and individuals receiving HOME TBRA excluding disabled individuals will be required to participate in the City of Kenosha Housing Authority's Family Self Sufficiency Program; and
- All housing units under the HOME TBRA Program must be inspected for compliance with the U.S. Department of Housing and Urban Development Housing Quality Standards (HQS). Initial and annual inspections will be conducted by City of Kenosha Housing Authority inspectors.
- In addition to the \$294,668 in 2007 HOME Entitlement funds, up to \$600,000 in HOME Program Income may be utilized to fund the HOME Tenant Based Rent Assistance Program.

Homebuyer Program Eligibility

Citizenship:

Applicants for the City's Homebuyer Program must be U.S. citizens or have "Qualified Alien" status under Section 431 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

Income:

Eligibility for the City of Kenosha Homebuyer Program is based on annual household income. Total annual household income cannot exceed eighty percent (80%) of the the Kenosha County median income per family size as determined by the U.S. Department of Housing and Urban Development. In accordance with the federal HOME Program Rules, the City has chosen to use Federal Income Tax IRS Form 1040 adjusted gross income to

determine annual income. All homebuyers must sign IRS Form 4506 "Request for Copy of Tax Form" and the City will request a copy of the applicant's federal tax return transcript from the IRS. For IRS tax returns older than six (6) months, the City will require an updated income verification, including third party verification of employment and recent earnings statements.

Ability to Obtain Mortgage Financing:

Potential homebuyers must have the ability to obtain a mortgage loan from a lender for up to eighty percent (80%) of the purchase price of the property offered for sale by the City.

Downpayment Requirement:

All homebuyers are required to provide a three percent (3%) downpayment at closing. The downpayment may be from the buyer's personal savings or from a downpayment assistance grant provided through the Federal Home Loan Bank or other source of downpayment assistance. The homebuyer's downpayment may not be borrowed.

Primary Residence:

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

Assets:

~~Any amount of liquid assets over \$10,000 must be used by the homebuyer toward the purchase price of the home. Assets do not include qualified retirement and education accounts that would result in a tax penalty if withdrawn early.~~

Homebuyer Seminar:

All homebuyers receiving assistance through the City's Homebuyer Program must attend a homebuyer seminar.

Homebuyer Program Assistance

Second Mortgage Purchase Assistance:

HOME funded second mortgage purchase assistance may be provided for up seventeen percent (17%) of the purchase price of the home. HOME second mortgage purchase loans will be written as deferred payment loans at 0% interest for the first ten (10) years, then monthly payments will be required for the next twenty (20) years at an interest rate of three percent (3%) annually. The homebuyers must be able to obtain a private sector first mortgage for up to eighty percent (80%) of the established purchase price.

Rental Rehabilitation:

Rental Rehabilitation Projects funded through the HOME Program must comply with the adopted Rental Rehabilitation Program Policy for the HOME Program.

Recapture and Resale Provisions:

The City of Kenosha anticipates that some of the first-time Homebuyer (FTHB) assistance provided with HOME funding will be a development subsidy used by the City or developer (HOME fund recipient) to produce affordable housing units. In those instances, it is expected that some of this subsidy will be a project development subsidy and this subsidy amount may not be recaptured. However, when the development subsidy is also used to reduce the purchase price of a home below market value, the HOME funds used to reduce the purchase price of the home below market value will be subject to recapture.

Recapture Option:

This option will be used by the City to recapture the HOME funded second mortgage purchase assistance loans provided to the homebuyers if the HOME recipient decides to sell the house within the affordability period. The

homeowner is able to sell the property at whatever price the market will bear. Recaptured funds are considered HOME Program Income to be reused for any HOME-eligible activity.

The City of Kenosha will also require that rental housing developers who have been assisted with HOME funding be subject to recapture provisions in the event the owner/developer sells their property before the period of affordability has expired: five (5) years when the per unit of HOME funds is less than \$15,000; ten (10) years where the amount of HOME funds provided is \$15,000 to \$40,000; fifteen (15) years where the per unit amount of HOME funds is greater than \$40,000.

Affordability periods for Homeownership Assistance the HOME Program are as follows:

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

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

Resale Option

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

1. The new purchaser must meet HOME Program income eligibility requirements (annual adjusted income below eighty percent (80%) of Kenosha County median income for family size).
2. The new purchaser must occupy the property as their principal place of residence.
3. The sales price must be affordable to the new buyer.
4. Affordability is defined as: Monthly payment for principal, interest, taxes and insurance (PITI). PITI cannot exceed forty percent (40%) of the purchaser's gross annual income.
5. The seller is entitled to a "fair return" on their investment upon sale of the property. "Fair Return" on investment for purposes of the City's HOME Program includes the homeowner's initial investment (first mortgage, downpayment and closing costs), and any documented capital improvements to the property completed after the initial sale.

Enforcement of the Recapture or Resale Options:

The City will use the following legal instruments to meet and enforce the requirements of the recapture or resale restrictions for HOME Program assistance provided on new construction home sales:

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

Matching Funds:

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

Funding Reduction and Adjustments Based on Actual HUD Allocation:

If the funding level is more or less than the \$495,374 as indicated in this program description, each program activity will be adjusted by applying the same percent of funding increase or decrease equally to each activity.

Approved by City of Kenosha HOME Program Commission: [date]

**HOME Investment Partnership Program (HOME)
2008 Program Description
(Revised June 2009)**

Use of Funds:

The City of Kenosha intends to use its 2008 HOME funds for Program Administration, Homebuyer Projects, and Tenant Based Rent Assistance.

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

Program Administration:

The City of Kenosha will use \$47,749.60 or ten percent (10%) of its 2008 HOME allocation for payment of administrative and planning costs of the HOME Program. These costs include the reasonable costs of overall program management, coordination, monitoring and evaluation of HOME activities by the City of Kenosha. The City will also set aside ten percent (10%) of eligible HOME Program Income for allowable HOME Program administrative costs.

City of Kenosha Homebuyer Program:

The City of Kenosha will use \$358,122 of its 2008 HOME allocation to support programs or projects that assist income eligible homebuyers with the purchase, rehabilitation, or construction of owner-occupied homes.

Community Housing Development Organizations (CHDO):

The City of Kenosha is setting aside the required fifteen percent (15%) or \$71,624 of its 2008 HOME funds for Community Housing Development Organizations (CHDOs). CHDO funds will be used to construct affordable single family homes on City of Kenosha Housing Authority owned lots. Currently, the only designated CHDO in the City of Kenosha is Carpenters Home Improvement, Inc. (CHIP). CHIP, Inc., is a carpentry education program sponsored by the Kenosha Unified School District and the United Brotherhood of Carpenters (Local 161). CHIP, Inc., will enter into a construction contract with the Kenosha Housing Authority for each new home construction project to be undertaken. Under the contract, CHIP, Inc., will act as the general contractor/developer for each project. To fund CHIP construction contracts, a combination of HOME CHDO and other HOME Program funds will be used.

In lieu of the normal ten percent (10%) HOME CHDO operating expense allowance, the City will pay CHDO's a developer fee of fifteen percent (15%) of the total construction costs of each HOME funded project they undertake and complete. Additional funding for CHDO projects may be made available from other HOME Program funds.

Allocation of Actual 2008 HOME Program Entitlement Funds:

<i>Activity</i>	<i>Home Funding</i>	<i>Match Funding (25%)</i>
Administration	<u>\$47,749.60</u>	\$0.00
<u>Homebuyer Activities and Tenant Based Rent Assistance</u>	<u>\$358,122.00</u>	<u>\$89,531.00</u>
CHDO Set-Aside	<u>\$71,624.00</u>	<u>\$17,906.00</u>
TOTALS	<u>\$477,495.60</u>	<u>\$107,437.00</u>

HOME Program Income:

In addition to the new funding for 2008 listed above, it is anticipated that the City will have approximately \$1,200,000 in HOME Program Income from the sale of new homes and repayment of HOME Program funded loans. HOME Program Income Funds will be used to fund eligible HOME Program projects and activities. In

addition, up to ten percent (10%) of eligible Program Income may be used for HOME Program allowable administrative expenses.

Purpose of Homebuyer Program:

The purpose of the Homebuyer Program is to assist eligible low and moderate income households to purchase homes ~~constructed~~ with HOME Program funds on a City-wide basis. ~~in the Neighborhood Revitalization Strategy Areas and Neighborhood Improvement Fund Target Areas.~~

Homebuyer Program Goal:

The City's goal is to assist approximately ~~32-40~~ homebuyers with 2008 HOME funds. ~~and HOME Program income funds that are generated from the sale of homes constructed with HOME Program funds.~~

Homebuyer Program Eligible Activities and Properties:

Eligible activities for the Homebuyer Program include: Homebuyer Purchase Assistance Loans, Downpayment and Closing Cost Assistance, Property Acquisition, New Construction and Substantial Rehabilitation. Dwellings rehabilitated using HOME Program funds must meet all state and local codes, the City's Rehabilitation Standards for the HOME Program and state energy codes after the rehabilitation is complete. Newly constructed properties assisted with HOME Purchase Assistance Loans must meet Wisconsin Uniform Dwelling Code and Wisconsin Energy Code standards. Existing home sale properties assisted with HOME Downpayment/Closing Cost Assistance must meet the City's Property Maintenance Code and HUD Lead-Based Paint Requirements.

On a city-wide basis, the Homebuyer Program will also be able to assist low and moderate income households to purchase existing homes by providing downpayment and closing cost assistance loans of up to 3.5% of the home purchase price. Downpayment and closing cost assistance loans will be provided as "forgivable" loans provided the homebuyer owns and occupies the home for a period of five (5) years after purchase.

HOME Second Mortgage Purchase Assistance may also be provided to homebuyers purchasing new construction homes in the KAT Housing Development. Second mortgage purchase assistance to be provided for seventeen percent (17%) of the home purchase price with a maximum allowable purchase price of \$175,000. The homebuyer will be required to provide three percent (3%) toward the downpayment, with a minimum of \$1,000 from buyer's own funds while the balance may be from a gift or grant, but may not be borrowed funds. HOME second mortgage purchase loans will be written as deferred payment loans at 0% interest for the first ten (10) years, then monthly payments will be required for the next twenty (20) years at an interest rate of three percent (3%) annually. The homebuyers must be able to obtain a private sector first mortgage for up to eighty percent (80%) of the established purchase price.

For homes constructed by the City utilizing HOME funds, the City will have the option to fully finance the sale of the home by providing a financing package under the following guidelines.

<u>Minimum Credit Score</u>	680 (Borrowers to obtain, at their own cost, a copy of their credit report from one of the major credit reporting companies (Equifax, Trans Union, Experion through Annual Credit Reports.com).
<u>Housing Expense to Income Ratio</u>	<ul style="list-style-type: none"> ➤ <u>New total monthly mortgage payment including PITI divided by gross income per month not to exceed thirty percent (30%); and</u> ➤ <u>New total monthly mortgage payment plus total other monthly debt divided by gross income per month not to exceed forty percent (40%)</u>

<u>Borrower Downpayment</u>	<u>All borrowers required to provide a three percent (3%) downpayment at closing. The downpayment may be from the buyer's personal savings or from a downpayment assistance grant through the Federal Home Loan Bank or other source of downpayment assistance.</u>
<u>Homeowner Hazard Insurance</u>	<u>Prior to the loan closing, borrowers to obtain Homeowner's Hazard Insurance Policy with coverage sufficient to protect the City and borrower. City of Kenosha to be listed as the mortgagee.</u>
<u>Closing Costs</u>	<u>Borrowers to pay for loan closing costs, including title company closing fees, recording fees, etc.</u>
<u>First Mortgage (HOME Funds)</u>	<u>Eighty percent (80%) of the sale price of the home, thirty (30) year term, 6.0% annual interest rate (including a 0.5% loan service fee), with a five (5) year balloon.</u>
<u>Second Mortgage (HOME Funds)</u>	<u>Seventeen (17%) of the sale price, thirty (30) year term, 0% interest with deferred monthly payments for ten (10) years, then after initial ten (10) years, loan converts to a three percent (3%) loan with monthly payments for twenty (20) years.</u>

Currently, the City has four (4) completed homes for sale. An additional five (5) homes are under construction and are scheduled for completion this summer/fall. This option for the City to provide full financing of our new construction homes is being put in place due to the difficulty of lower income buyers obtaining mortgage loans in the private market at this time.

Homebuyer Program Goals:

The City's goal is to assist approximately thirty-two (32) homebuyers with 2008 HOME funds and HOME Program Income funds that are generated from the sale of homes constructed with HOME Program funds.

It is estimated that a minimum of twelve (12) homebuyers may be assisted with second mortgage purchase assistance for homes to be constructed in the KAT housing development project area utilizing up to \$358,122 from 2008 HOME Program Entitlement funds. The 2008 funds must be committed to specific homebuyer projects by March 30, 2010, or they will need to be redirected to other uses, including City-wide downpayment and closing cost assistance, new home construction, and/or Tenant Based Rent Assistance.

It is estimated that up to twenty (20) homebuyers may be assisted with the downpayment and closing cost assistance forgivable loans on a city-wide basis. One hundred thousand dollars (\$100,000) of HOME Program Income will be set aside for the city-wide downpayment and closing cost assistance.

Up to nine (9) homebuyers may be assisted with the City financing option for infill home construction projects developed by the City.

New Construction Sales Policy:

The City of Kenosha will utilize a lottery system to select eligible buyers for the properties made available for sale through the Homebuyer Program. The New Construction Sales Policy, Applicant Requirements, Lottery Program General Rules, and Lottery Procedure are attached to this document and are incorporated as part of the 2008 HOME Program Description.

Homes that the City is not able to sell as part of the homebuyer lottery process will be advertised and sold by the City on a first-come-first-served basis.

Homebuyer Program Applicant Requirements

Citizenship:

Applicants for the City's Homebuyer Program must be U.S. citizens or have "Qualified Alien" status under Section 431 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

Income:

Eligibility for the City of Kenosha Homebuyer Program is based on annual household income. Total annual household income cannot exceed eighty percent (80%) of the County's median income per family size as determined by the U.S. Department of Housing and Urban Development. In accordance with the federal HOME Program Rules, the City has chosen to use Federal Income Tax IRS Form 1040 adjusted gross income to determine annual income. All homebuyers must sign IRS Form 4506 "Request for Copy of Tax Form" and the City will request a copy of the applicant's federal tax return transcript from the IRS. For IRS tax returns older than six (6) months, the City will require updated income verification, including third party verification of employment and recent earnings statements.

Ability to Obtain Mortgage Financing:

Potential homebuyers must have the ability to obtain a mortgage loan from a lender for up to eighty percent (80%) of the purchase price of the property offered for sale by the City.

Downpayment Requirement:

All homebuyers are required to provide a three percent (3%) downpayment at closing. The downpayment may be from the buyer's personal savings or from a downpayment assistance grant provided through the Federal Home Loan Bank or other source of downpayment assistance. Homebuyer's downpayment may not be from borrowed funds.

Primary Residence and Owner Occupied Single Family Deed Restriction:

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

Homebuyer Seminar Requirement:

All homebuyers receiving assistance through the City's Homebuyer Program must attend a homebuyer seminar and provide the City with Certification of Homeownership Education.

Homebuyer Program Assistance

Second Mortgage Purchase Assistance:

HOME funded second mortgage purchase assistance may be provided for up to seventeen percent (17%) of the purchase price of the home. HOME second mortgage purchase loans will be written as deferred payment loans at 0% interest for the first ten (10) years, then monthly payments will be required for the next twenty (20) years at an interest rate of three percent (3%) annually. The homebuyers must be able to obtain a private sector first mortgage for up to eighty percent (80%) of the established purchase price.

Rental Rehabilitation:

Rental Rehabilitation Projects funded through the HOME Program must comply with the adopted Rental Rehabilitation Program Policy for the HOME Program.

Recapture and Resale Provisions:

The City of Kenosha anticipates that some of the first-time Homebuyer (FTHB) assistance provided with HOME funding will be a development subsidy used by the City or developer (HOME fund recipient) to produce affordable housing units. In those instances, it is expected that some of this subsidy will be a project development subsidy and this subsidy amount may not be recaptured. However, when the development subsidy is also used to reduce the purchase price of a home below market value, the HOME funds used to reduce the purchase price of the home below market value will be subject to recapture.

Recapture Option:

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

The City of Kenosha will also require that rental housing developers who have been assisted with HOME funding be subject to recapture provisions in the event the owner/developer sells their property before the period of affordability has expired: five (5) years when the per unit of HOME funds is less than \$15,000; ten (10) years where the amount of HOME funds provided is \$15,000 to \$40,000; fifteen (15) years where the per unit amount of HOME funds is greater than \$40,000.

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

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

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

Resale Option:

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

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

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

Enforcement of the Recapture or Resale Options:

The City will use the following legal instruments to meet and enforce the requirements of the recapture or resale restrictions for HOME Program assistance provided on new construction home sales:

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

Matching Funds:

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

Funding Reduction and Adjustments Based on Actual HUD Allocation:

If the funding level is more or less than the \$495,374 as indicated in this program description, each program activity will be adjusted by applying the same percent of funding increase or decrease equally to each activity.

Approved by City of Kenosha HOME Program Commission: [date]

M1

Recommendations from the
Committee on Public Works
August 3, 2009



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
Parks Division
Jeff Warnock
Superintendent

C-3

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 22, 2009



Item # M.1.a
City of Kenosha
Common Council Agenda
8/3/09

To: G. John Ruffolo, Chairman, Public Works Committee
Michael J. Orth, Chairman, Park Commission

From: Michael M. Lemens, P.E. *MML 7-23-09*
Director of Engineering/City Engineer

Subject: Acceptance of Project #08-1409 Southport Beach House Restroom Renovations

Location: 7825 1st Avenue

Please be advised that the above referenced project has been satisfactorily completed by Bane Nelson, Kenosha, Wisconsin. This project consisted of remodeling the lower level for ADA toilet rooms and alterations.

It is recommended that the project be accepted in the final amount of \$146,284.50. Original contract amount \$142,000 plus \$13,000 for contingency for a total contract amount of \$155,000.

MML/kjb



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July 22, 2009



Item # **M.1.b**
City of Kenosha
Common Council Agenda
8/3/09

To: G. John Ruffolo, Chairman, Public Works Committee
Michael J. Orth, Chairman, Park Commission

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

Subject: Acceptance of Project #05-1416 Anderson Park Skateboard Park

Location: 8730 22nd Avenue

Please be advised that the above referenced project has been satisfactorily completed by Bane Nelson, Kenosha, Wisconsin. This project consisted of removing asphaltic surface, installing sidewalk, installing skateboard park concrete slab, installing foundation footings, installing stairs and risers and site restoration.

It is recommended that the project be accepted in the final amount of \$155,788.42. Original contract amount \$143,409 plus \$14,341 for contingency for a total contract amount of \$157,750.00.

MML/kjb